

CONSUMER TRANSACTIONS (Service/Parts department)

NOTHING HEREIN CONTAINED IS INTENDED TO AFFECT, NOR WILL IT AFFECT, A CUSTOMER'S STATUTORY RIGHTS UNDER THE SUPPLY OF GOODS AND SERVICES ACT 1982 AND THE UNFAIR CONTRACTS ACT 1977 OR ANY AMENDMENT THEREOF.

1. **Estimates.** An estimate given for the repair shall be provisional and will be subject to variations in the price of parts or materials between the date of estimate and the date of repair. It will also depend on further work or parts which are found to be necessary. Estimates are given on the assumption that all work proceeds in a normal manner. In the event of unforeseen circumstances (e.g. broken studs etc) we reserve the right to charge additional monies (subject to authorisation). A charge may be made for an estimate.
2. **VAT.** Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion of the repair will be the rate applicable at the time.
3. **Restrictions.** The repairer reserves the right to refuse to carry out any work on the vehicle which in his opinion he considers to be unroadworthy, or work which would make the vehicle unsafe. The repairer may refuse to carry out work which might have a detrimental effect on other parts of the vehicle.
4. **Customer supplied parts.** We do not fit customer supplied parts, except under pre-agreed exceptional circumstances. These items and any associated labour will not be covered with any warranty whatsoever.
5. **Collection.** The company will only release the vehicle to the customer after repairs are completed, unless it is requested by the customer to release the vehicle to the customers agent.
6. **Storage.** If the vehicle is not collected, or arrangements are not made for its collection after completion of the work has been notified in writing/e-mail/telephone, weekly storage charges at the rate applicable at the time of expiry of the said notice, may be imposed as if the vehicle repaired had been left for storage. This may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.
7. **Payment.** Unless other arrangements have been agreed, all repairs must be paid for at the time of collection. The repairer may not release the vehicle until the correct payment has been received.
8. **Lien.** The repairer has the right to hold a vehicle after completion of its repairs until the account is paid in full.
9. **Uncollected goods.** The repairer may exercise his rights as regards uncollected goods under the Torts (interference with goods) Act 1977 and if the goods are not collected when the work is completed, or before any notice to that effect expires, the repairer may proceed to sell the goods subject to any notice under the Act. In this event, the vehicle will be sold at best market price and after deduction of the cost of repair, plus other charges and expenses in connection with the sale, the balance will be returned.
10. **Sub-contract.** It may be necessary for the repairer to sub-contract all or part of the work to other competent repairers.
11. **Replacement parts.** All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of the company unless the customer requests their return prior to commencement of repairs and will be disposed of.
12. **Paintwork.** Where new paintwork is required, and the metalwork is found to be rusted, every possible reasonable precaution will be taken to prevent such rust penetrating after completion of painting, but no guarantee can be given in this respect. In respect of fibreglass we will take every possible reasonable precaution to prevent micro blistering, but again no guarantee can be given in this respect.
13. **Delays.** The repairer will do his utmost to complete the repair by the date and time requested but cannot accept any responsibility for delay resulting from non or late availability of spares, or other reasons beyond his control.
14. **Liability.** (a) The repairer will take reasonable care of the vehicle whilst in his custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customer should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of repairs.
(b) Where by agreement with, or on the instructions of the customer, the vehicle is left outside the repairer's premises, before or after normal business hours, on an unfenced part of the said premises, any risk or loss or damage howsoever occasioned, will be the customers responsibly.
15. **Guarantee.** The repairer will guarantee all repair work against failure due to faulty material or workmanship for a period of 12 months or 12,000 miles, except where stated elsewhere, whichever first occurs, provided that the vehicle is taken back to the repairer, or a third-party repairer which has been pre-authorised by the repairer. No repairs must be carried out to the vehicle without prior consent from the original repairer. This does not affect your statutory rights.