

TERMS AND CONDITIONS OF BUSINESS

(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

GENERAL

- 1) These terms and conditions, together with the details set out overleaf, are intended to contain all the terms of the agreement between us (the Company) and you (the Customer) relating to the repair, servicing or other work described overleaf ("the Work") to the vehicle identified overleaf ("the Vehicle") and/or the supply of goods, parts or other things to be supplied by the Company, whether or not in conjunction with the Work ("the Goods). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
- 2) Your request to us to carry out Work or supply Goods is an offer to enter into an Agreement upon these terms. Acceptance occurs and the Agreement comes into existence upon the first of the following to occur:
 - a) we accepting your signed authority to us to proceed with the Work and accepting delivery of the Vehicle at our premises; or
 - b) we commencing the Work; or
 - c) we issuing to you an acknowledgement of an offer from you signed and dated by one of our authorised representatives; or
 - d) in the case of Goods only, we proceeding to fulfil your order.
- 3) If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to this Agreement rather than a new Agreement.
- 4) This Agreement is made in England, shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law. The Vendor and the Purchaser agree that any dispute arising under this Agreement which cannot be resolved amicably by negotiation between the parties should be submitted to mediation with an approved Chartered Trading Standards Institute Alternative Dispute Resolution ("ADR") provider with relevant experience of the motor retail industry. Failing this, either party may refer the dispute to the English courts in accordance with this clause 4.
- 5) You warrant that you own the Vehicle or are duly authorised by the Owner to enter into this Agreement for the Work to be done on it on these terms.

ESTIMATES

- 6) An estimate is our considered approximation of the likely price for the Work and/or Goods, and is valid for 14 days from when we send it to you.
- 7) Any estimate is based on the published price for the Goods involved at the time of the estimate. We reserve the right to vary the estimate if the manufacturer or other supplier of the Goods changes the published price after the date of the estimate or if your instructions to us change. If the estimate increases by a significant amount we will notify you of this change and you may give notice within 3 days cancelling this Agreement.
- 8) Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by a significant amount, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
- 9) If you have left the Vehicle with us for an estimate but have not accepted the estimate, or have refused it but have failed to collect the Vehicle, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you, at our rates in force at that time, for the storage of the Vehicle from the end of that period.
- 10) All estimates are exclusive of any applicable Value Added Tax.

COMPLETION OF WORK AND PAYMENT

- 11) We will use our best efforts to do Work or supply Goods within any time estimate we have given you, but will not be liable for any loss or expense occasioned by failure to deliver the Goods and/or complete the Work on the estimated delivery date or time.
- 12) We shall be entitled to sub-contract all or any part of the Work, but will be responsible for the quality of the sub-contractors' work.
- 13) If for any reason we do not carry out the Work in full, we will charge you only for Goods actually supplied or fitted and a reasonable amount for any Work actually done. Should you refuse

to sign any disclaimer following your decision to decline safety related repairs which we have advised to you, we will recover the vehicle to your home address when convenient to us. Any costs we incur will be re-invoiced to you.

14) We will notify you when the Work is complete and the Vehicle and/or the Goods are ready for collection and (unless you have a credit account with us, in which case you must comply with the terms agreed in relation to the operation of such account) you must pay for the Work and/or Goods upon collection.

15) All such payments must be made in cash or by a UK credit/debit card, unless we have agreed to accept a cheque, in which case the cheque must be drawn on a UK clearing bank.

16) We are entitled to retain the Vehicle and/or Goods until you have paid for the Work and/or Goods in full. If any sum payable under the Agreement is not paid when due then, without prejudice to our other rights under the Agreement, that sum will bear interest from the due date until payment is made in full at 2% per annum above Barclays Bank Plc base rate from time to time. If no specific date is set out in the Agreement and the credit terms have not been agreed the due date for payment shall be deemed to be the date the Work is completed or the Goods are delivered.

17) If you fail to pay the full amount due and collect the Vehicle and/or Goods:

a) within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you, at our rates in force at that time, for the storage of the Vehicle from the end of that period;

b) within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you 7 days notice of our intention to do so if you have not paid the full amount due and collected the Vehicle and/or Goods before such notice expires) sell the Vehicle and/or Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to you.

18) Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.

19) We do not retain parts replaced during any Work done unless you specifically request us to do so.

TRANSFER OF OWNERSHIP AND RISK

20) The Goods will continue to belong to us until you have paid for them in full. Such payment shall not be deemed to have been made until cleared funds are received at our bank. You will, however, be responsible for any loss or damage from when they are delivered to you, and should insure accordingly.

LOSS DAMAGE AND LIABILITY

21) We will carry out the Work with reasonable care and skill, and warrant it will remain free of defects in workmanship for a period of 3 months or 3,000 miles, whichever occurs sooner, from the date the Work is completed. However, this warranty will not apply if the Vehicle is involved in an accident or if and to the extent that a defect is caused or worsened by your (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect (b) misusing or neglecting the Vehicle or using or permitting it to be used for racing, rallying or similar sports (c) failing to comply with instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Vehicle and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions (d) fitting the Vehicle, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer or (e) altering the Vehicle and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.

22) Our liability for defective Work and/or Goods is limited in all circumstances to remedying the Work and/or Goods and supplying (where necessary) replacement parts and/or Goods. Completion of such remedial Work and/or supplying of replacement parts and/or Goods shall constitute fulfilment of our obligations under this Agreement.

23) We will sell the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights, and is not affected by any change of ownership of the Goods. Remedial work under the manufacturer's warranty may be carried out by any dealer in the EEA authorised directly or indirectly by the manufacturer, who may repair or replace any

defective Goods or (if he considers repair or replacement uneconomic) refund an appropriate part of the price you paid for them.

24) If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.

25) You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Goods.

26) We are only responsible for loss of or damage to any Vehicle or its accessories or contents caused by our, or our employees', negligence. Except in respect of death or personal injury, our liability to you shall be limited to direct loss (excluding direct or indirect loss of profit and/or any other kind of economic loss), damage, cost or expense and shall be limited to the price of the Work and/or Goods.

27) Notwithstanding clause 26, you are strongly advised before delivering the Vehicle to us to remove from the Vehicle any items of property not related to the Vehicle. We shall not be liable for any loss or damage to any such item remaining in the Vehicle.

28) Nothing in this Agreement shall be construed as limiting or excluding our liability under the Consumer Protection Act 1987 or for death or personal injury resulting from our negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977).

RETURNED GOODS/DISTANCE SELLING

29) We will accept the return of any Goods which you did not order specifically, provided that you return them, in the same condition as when supplied, within 5 working days of delivery, produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned Goods.

30) If this Agreement has been concluded without any face to face contact between us or anyone acting on our respective behalves, you may give notice cancelling this Agreement before we begin the Work or (as the case may be) within 14 calendar days of taking delivery of the Goods, whereupon you must either return the Goods to us or make them available for us to collect at your expense. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us. Upon receipt of the Goods back into our possession we will reimburse to you all payments received from you, including the costs of delivery unless they are of a non-standard nature, within 14 calendar days.

31) Save as above, we will not accept the return of any Goods which are not defective.

FORCE MAJEURE

32) We shall not be liable to you if unable to carry out any provision of the Agreement for any reason beyond our control or owing to any inability to procure parts or materials required for the performance of the Agreement.

33) We shall notify you as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency we may, within our absolute discretion, withhold, reduce or suspend performance of our contractual obligations so far as prevented or hindered by such contingency without liability to you for any loss or damage whatsoever suffered directly or indirectly by reason of such withholding, reduction or suspension.

34) Should such contingency continue for more than one month either party may cancel the Agreement and, subject to payment for any Goods supplied and Work done pursuant to the Agreement, you may collect the Vehicle and the parties' respective obligations under the Agreement shall be deemed to be discharged.

NOTICES AND GENERAL PROVISIONS

35) Any notice given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

36) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any remedy or right of a third party which exists or is available apart from that Act.

37) This Agreement forms the entire agreement between the Vendor and the Purchaser and supersedes all previous agreements and understandings between them and no warranty,

condition, description or term is given or to be implied by anything said or written in the negotiations between the Vendor and the Purchaser and/or their representatives prior to this Agreement. Neither the Vendor nor the Purchaser in entering into this Agreement has placed reliance upon any prior representation made by or on behalf of the other.