



Consumer transactions

Nothing herein contained is intended to affect, nor will it affect, a customer's statutory rights under the supply of good 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 – subject to the conditions overleaf on further work which is required. 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 that time.

3. RESTRICTIONS

The repairer reserves the right to refuse to carry out any work on the vehicle which in their opinion, they consider to be unroadworthy, or work which would make the vehicle unsafe. They may refuse to carry out work which might have a detrimental effect on other parts of the vehicle.

4. 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 customer's agent.

5. 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, 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.

6. PAYMENT

Unless other arrangements have been agreed, all repairs must be paid for in full before collection.

7. LIEN

The repairer has the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.

8. 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.



9. SUB-CONTRACT

It may be necessary for the repairer to sub-contract all or part of the work to other competent repairers.

10. 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.

11. 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. If partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match at this time or after.

12. 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 the non or late availability of spares, or other reason beyond their control.

13. LIABILITY

- a. The repairer will take reasonable care of the vehicle, while in their custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers 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 repairers 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 customer's responsibility.

14. GUARANTEE

The repairer will guarantee all repair work against failure due to faulty materials or workmanship for a period of three months or 3,000 miles, whichever first occurs, provided that the vehicle is taken back to, or a third party repairer is authorised by the repairer. This does not seek to affect your statutory rights.