

# MOTECH VEHICLE SERVICES

## Terms of Business

### 1. General and Definitions

1.1 Set out below are the terms and conditions under which “the Company” carries out service and repair work on behalf of “the Customer”.

1.2 No employee, servant or agent of the Company has any authority whatsoever except in writing to amend, vary, modify or waive any of these terms and conditions.

1.3 Nothing in these terms and conditions is intended to affect, nor will it affect the customer’s statutory rights under the Sale of Goods Act 1979 or the Unfair Contracts Act 1977 and any amendment thereto.

1.4 “Goods means all Goods, parts and other things to be sold by the Company to the Customer whether or not supplied in conjunction with “the Work”.

1.5 “Work” means any Work to be done by the Company whether by way of repair, servicing, fitting or otherwise.

### 2. Estimates

2.1 Any estimate given by the Company shall be considered an approximation of the likely cost involved based upon such inspection as the Company can or is allowed to carry out at the time of giving the estimate.

2.2 Prices of Good are those current at the time of the estimate and the Company reserves the right to increase such prices if the price to the Company is increased between preparing the estimate and obtaining the Goods.

2.3 Unless otherwise agreed in writing, if it appears during the process of any Work that the estimate will be exceeded by a significant amount, the Company will not continue the Work without further express permission (oral or written) from the Customer.

2.4 All prices are inclusive of value added tax.

### 3. Time

The company will use its best efforts to do Work or supply Goods within any time period notified to the

Customer but shall not be responsible for any delay in supplying the Goods or carrying out the Work howsoever caused and time shall not be of the essence.

### 4. Payment

4.1 Unless otherwise agreed in writing, delivery of the Goods shall be at the Company’s premises. Personal cheques are not accepted.

4.2 All specially ordered Goods must be paid for at the time of ordering.

4.3 All Goods, other than specially ordered Goods, shall be paid for upon delivery or in accordance with any credit terms agreed in advance.

4.4 Work shall be deemed complete when the customer is advised by the Company that it has been completed and the Customer’s motor vehicle is ready for collection. The Customer will pay for all Work done and Goods supplied and any storage charges before the vehicle may be removed from the Company’s premises.

4.5 Interest at the rate of 3% over Barclays Bank Plc’s base rate from time to time (both before and after judgment) will be charged from the due date of payment until payment.

### 5. Storage

5.1 If the Customer or his agent deposits a vehicle with the Company for an estimate, the storage charge based on the Company’s current rate will be made to the Customer from the day after despatch of the estimate unless it is accepted by the Customer within three days of despatch or the vehicle is removed from the premises within three days of such despatch.

5.2 If the vehicle is not collected by the Customer within twenty four hours of being advised that all Work is complete, the Company may charge for storage of the vehicle at its current rate. The Company may sell the vehicle if the Customer fails to pay any monies due to the Company after it has been notified that the Work has been completed and the Customer is given one month’s notice of the Company’s intention to proceed to sell it. Upon any such sale the Company shall pay the balance

of the proceeds of sale to the Customer after deducting all monies due to the Company (Whether arising for the latest or earlier Work) and all costs of sale.

## **6. Liability**

6.1. The Customer should remove any items of value not related to the vehicle and in respect of any loss or damage which is not the responsibility of the Company must rely upon his own insurance. The Company's only responsibility for loss or damage to any vehicle or its accessories or contents caused by the negligence of the Company or its employees. Except in respect of death, personal injury, the liability of the Company to the Customer for any direct loss, damage, costs or expenses shall be limited to £2m in respect of any one event or series of connected events.

6.2 Except in respect of death or personal injury by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or implied warranty condition or other term or any duty at common law or under these Terms for any consequential loss or damage (whether for loss of profits or otherwise) costs or expenses whatsoever (and whether caused by the negligence of the Company, its employees, agents or otherwise) arising out of or in connection with the supply of the Goods or the provision of Work or their use or resale by Customer except as expressly stated in these Terms.

6.3 The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in any failure to perform any of its obligations if they delay or failure is due to any cause beyond the Company's reasonable control.

## **7. Returned Goods**

7.1 Subject to clause 7.2 Goods will be accepted back for credit, provided that the Customer returns the Goods (in the same condition as when supplied) together with all original packaging within 5 working days of delivery and the Goods were not specifically ordered by the Customer. The Company reserve the right to charge a handling fee of 20% for goods accepted back for credit.

7.2 Goods which are not normally stocked and therefore specially ordered from a supplier cannot be accepted back for credit under any circumstances.

## **8. Warranty**

8.1 The Company warrants its Work free of defects in workmanship for a period of 12 months or 12 thousand miles, whichever occurs sooner from the date of completion of the Work.

8.2 Subject to clause 8.3, the Company warrants that all parts will be free from defects in material and Workmanship for 12 months from sale by the Company in respect of any parts fitted or other Goods the Company assigns to the Customer the benefit of the applicable manufacturer's warranty. Any Goods sold but not fitted will, subject to clause 8.3 be replaced from the production of the invoice but the Company will not fit the Goods.

8.3 No warranty will apply if and to the extent that a defect is caused or worsened by any of the following:

- (a) A failure to inform the Company of the defect or have it examined by the Company; and
- (b) A failure to give the Company the opportunity to remedy it;
- (c) If the Goods have been subject to misuse, negligence or accident or used in the vehicle for racing, rallying or similar sports;
- (d) The installation of a part into the Goods inconsistent with its use or the alteration of the Goods in a manner inconsistent with its use;
- (e) Non-adherence to instructions concerning the treatment, maintenance and care of the Goods or a failure to have the relevant vehicle serviced in accordance with manufacturer's recommendations;
- (f) The repair or maintenance of the Goods by anyone who is not authorised by the relevant manufacturer.

8.4 If the Work includes painting, then if the metal to be painted is rusted, every reasonable precaution will be taken to prevent the rust penetrating the paint after completion of the Work, but no warranty can be given in this respect or to the effect that the new paintwork will match existing paintwork exactly.