

Terms and Conditions of Business.

These terms and conditions are the sole terms and conditions upon which the Company contracts with the Customer to the exclusion of any other terms and conditions. Except as set out expressly in these terms and conditions the Company does not accept to agree to any other terms and conditions, warranties or other terms whether expressed or implied and whether as to conformity with the description or sample, quality or fitness for the purpose or otherwise.

Prices

1. All prices quoted by the Company for parts and labour are based on the prices current at the time of preparing the estimate and the Company reserves the right to increase such prices to the Customer. All estimates for work to be done are valid for 30 days from the date of notification of the estimate to the Customer.
2. Unless otherwise stated all prices are exclusive of VAT and all prices are subject to VAT at the current rate.
3. Where the Customer does not hold a credit account with the Company payments for parts and labour must be made in advance.
4. Where the Customer holds a credit account with the Company payment is due on the 20th of the month following the month of invoice.
5. Interest at the rate of 4% above the Royal Bank of Scotland base will accrue on overdue accounts per month or part thereof from the date of invoice payment due.

Warranty

1. Unless the Company gives a specific guarantee to the Customer in substitution for other guarantees and warranties, the Company will use its reasonable endeavours to make over the benefit of any warranty or guarantee given by the manufacturer or supplier of any parts supplied to the customer and within a period of three months from the completion of any service or repairs provided by the Company to the Customer the Company will rectify or replace free of charge all parts and workmanship which are proved to the satisfaction of the Company to have been defective. Where the Customer deals as a consumer within section 12 of the Unfair Contract Terms Act (UCTA) 1977 these guarantees are given in addition to the Customers statutory rights.
2. Save as provided in Clause 3 the Company will be under no liability for any death, personal injury, loss and damage of any kind whatsoever (other than death or personal injury directly caused by the Company's negligence) whether consequential or otherwise caused directly or indirectly including but not limited to loss of profits and the Company hereby excludes all conditions, warranties and stipulations expressed or implied, statutory, customary or otherwise which but for such exclusion will not apply to:
 - a) Any implied conditions that the Company has or will have the right to sell new parts when the property is to pass or:
 - b) When the Customer deals as a consumer (as defined in section 12 of the UCTA 1977) any implied term relating to the description merchantability, quality, fitness or sample.
3. In no circumstances will the Company or its servants, agents or sub-contractors be liable for any loss or damage of any kind whatsoever (except arising from death or personal injury) whether consequential or otherwise, caused directly or indirectly, by any negligence on the part of the Company or on the part of any of its servants, agents or sub-contractors in connection with or arising out of the provisions of services or supply of parts or in connection with any advice or statement given or made on behalf of the Company.

Title and Risk

1. The Customer's vehicle, its contents and accessories shall at all times remain at the Customer's entire risk whilst in the possession of the Company.
2. The property in any part supplied will not pass to the Customer until all sums due from the Customer to the Company (whether under this contract or otherwise) have been paid in full and until such payment the Customer shall hold the property in a fiduciary capacity on behalf of the Company.
3. Without prejudice to any of the Company's other rights, the Company may at any time after any sum payable by the Customer to the Company (whether under this contract or otherwise) has become due and remains unpaid rescind the Contract and/or recover any parts which are the Company's property and may enter on the Customer's premises itself or through its servants or agents for that purpose.
4. Whether or not any sum has become due from the Customer under the contract such sum will be deemed to be due from the Customer immediately on the Customer committing any act of bankruptcy or making any Act for the time being in force the relief of insolvent debtors or his suffering or allowing any execution whether legal or equitable to be levied on his property or to be obtained against him (or being a body corporate) its having convened a meeting of creditors (whether formal or informal) or having entered into liquidation (whether voluntary or compulsory) or an administrative receiver or administrator being appointed over its undertaking or any part thereof or its having a resolution passed or a petition presented to any court for the winding-up of the Customer or there being any proceedings commenced relation to insolvency of the Customer.
5. Notwithstanding the foregoing provisions the risk in any property or parts supplied shall pass on delivery to the Customer.

Notification

1. Where the Customer requests the Company to investigate any fault or complaint with the Customer's vehicle the Company will endeavour to contact the Customer before proceeding with any work or repairs found to be necessary and shall be under no obligation so to do and the Company is hereby authorised to carry out all work but supply such parts as it deems necessary in its sole judgement to rectify the fault or complaint.

Parts

1. Returns for credit will not be accepted unless the Company's previous consent has been obtained and either (a) a claim under manufacturer's warranty is involved or (b) parts proved incorrect and not to order, or (c) the Company expressly agrees to accept the returns for credit subject to a handling charge of 20% of the net price.
2. Quoted prices for ordered parts are liable to change without notification if altered by the manufacturer or supplier and are subject to VAT at the current rate.
3. The Company will endeavour to deliver parts ordered within the time agreed and if no time is agreed within a reasonable time but in no circumstances will the Company be liable for loss or damage of any kind whatsoever caused directly or indirectly by any delay in the delivery of any parts nor will any such delay entitle the Customer to cancel or rescind the contract.
4. Unless otherwise agreed, delivery will be made at the Company's premises and the contract price is based on that basis.
5. No drawings, descriptive matter, dimensions or specifications issued by the Company or the manufacturer of the parts nor descriptions or illustrations contained in the Company's or manufacturers catalogues, price lists or other advertising matter shall be deemed to form part of the contract nor be regarded as a warrant or representation relating to the parts.
6. If the Customer defaults in accepting delivery of or paying for the parts ordered the Company reserves the right to re-sell the parts to a third party without giving notice to the Customer of the Company's intention to re-sell.

7. Parts supplied to the Customer special order will not be accepted for credit unless they are defective.
8. Any surcharge in the price of a part because the old unit is not available for exchange at the time of sale will only be credited/refunded if an old unit conforming to re-conditioning requirement is returned to the Company within 7 days of supply of the part.

Service and repair

1. While carrying out work requested by the Customer, the Company may discover that in the interest of safety and satisfactory completion of the work requested, additional repair work appears necessary. In such cases, the Company will promptly contact the Customer to obtain approval for carrying out the additional work and thus save the Customer possible extra costs by reason of possible subsequent further dismantling and re-assembly at a later date. All work done and parts/materials supplied will be charged on completion.
2. Unless credit facilities have been arranged previously (and terms of credit are being observed) release of the Customer's vehicle after completion of repairs will be subject to our charges having been paid in full by cash or by cheque guaranteed by a bank card. Where evidence of such acceptance is displayed, payment may be made by credit or charge card.
3. Without prejudice to these terms and conditions the Company agrees to give the Customer the benefit of any manufacturer's warranty as far as the Company is able. The Company will progress any claims on behalf of the Customer with the manufacturer concerned, but in the event of claims being rejected in whole or in part, the Customer undertakes to pay the Company that part of the claim the manufacturer fails to meet. Where claims are submitted to the manufacturer for work to be treated as being of a warranty nature, although strictly outside the warranty period, payment in full for the work carried out will be required on or before collecting the vehicle on the understanding that should the manufacturer subsequently accept the claim in full or in part, the Company will as appropriate, either reimburse or credit the Customer's account with the amount credited to us by the manufacturer for any purpose whatsoever.
4. The Company does not accept responsibility or liability for any delay in completion of works carried out by the Company caused by circumstances beyond its control.
5. If the Customer does not collect a vehicle within two working days of being notified that it is ready for collection or fails to authorise repairs without removing the relevant vehicle from the Company's premises within 14 days of being given a quotation then the Company reserves the right to levy storage charges at its current rate.
6. Any vehicle which is not collected by the Customer in respect of which payment for repairs carried out had not been made within three calendar months of the Customer having been advised of the completion of the work may be sold by the Company and the cost of repairs and any storage charges may be deducted by the Company from the net proceeds of the sale of the vehicle. However, before proceeding to sell the vehicle, the Company shall first give the Customer 7 days written notice of its intention so to do which notice shall be sent by pre-paid first class post to the address of the Customer last known to us and shall be deemed to have been received by the Customer on the days following the date of the posting or if that shall be a Sunday or public holiday then the first working day thereafter. Any sale of the vehicle under this clause shall be by Public Auction and the Company shall after discharging the costs of the sale, the repairs and storage charges, in its absolute discretion either retain the balance for the benefit of the Customer or forward the same to the Customer at the Customer's last known address.
7. In the event of a defect arising following completion of the works and which, in the Company's sole opinion is due to substandard workmanship, the Company will carry out the necessary work free of charge subject to:
 - a) The Customer returning the vehicle to the Company promptly for examination and the agreement that the defect was the result of substandard workmanship:

- b) No alteration or repair has been affected by the Company; and
 - c) The defect occurring within 3 months or 3 thousand miles (whichever occurs first) from the date of completion of the work described overleaf. If the Company is not contacted as soon as is reasonably practicable after the alleged defect arising, the Company reserves the right to reject any subsequent claim in respect of a defect which is alleged was due wholly or partly to the Company's workmanship.
8. The Company reserves the right to sub-contract all or any of the work.
 9. The Company will use its reasonable endeavours to carry out the work within the time specified but time shall not be of the essence and no liability is accepted by the Company for any delays.
 10. All parts replaced during service or repair, except those that have to be returned to the manufacturers or suppliers under warranty or service exchange arrangements and those which the Customer expressly or by implication asks to be replaced, will be retained by the Company for the Customer until the time when the vehicle is collected by the Customer. If the Customer does not specifically ask to take possession of such replaced parts when collecting the vehicle then they will become the property of the Company to dispose of as it deems fit.
 11. The Company shall have a general lien over all vehicles left with it by the Customer in respect of all money due to the Company from the Customer or owners of the vehicle under this or any other contract.

Data Protection Act

The information you give us about yourself, the details of this agreement and the history of business conducted between us, will be retained by us on our records. This will help us to make future credit and other commercial decisions about you. It will also enable us to tell you about products and services which we think may be of interest to you. You may elect not to receive such information. We may also disclose some or all of the above information to our associate Companies for any purpose connected with our business.

These Terms and Conditions should be governed by the Laws of Scotland and be subject to the jurisdiction of the Scottish Courts.

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