TERMS & CONDITIONS FOR SERVICING AND/OR REPAIRS (WORKSHOP)

The Title in any goods or services does not pass to the customer until all monies are received in full and all cheques cleared. Nothing contained herein is designed to nor will it affect a customer’s statutory rights. Workshop Sales: Please refer to conditions below.

1. Definitions  
1.1. “The Company”, the person designed overleaf who is the vendor of the services and or goods to the customer.  
1.2. ”The Customer”, the person designed overleaf, contracting for goods and services to be supplied by the Company.  
1.3. “ Consumer”,  a Customer, being an individual  who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession  
1.4. ”Goods” means all things to be sold by the Company to the Customer.  
1.5. “Services” means all services, including repairs, provided by the company to the Customer  
2. Estimate  
2.1. Unless specifically agreed in writing, all work is agreed on an estimate basis.  
2.2. Unless specifically agreed in writing, time for completion of any work is not essential.  
2.3. Any estimate is based on the costs of labour and materials relevant at this date and the Company reserves the right to alter the charges to meet any variations, whether due to increase in wages (controlled by national agreements), materials or increased cost from any other cause outside of the Company reasonable control.  
2.4. Should any additional work or materials be found necessary in the course of these repairs or subsequent testing, it will be necessary to make an extra charge. Where this additional work involves a substantial increase in the amount estimated, a supplementary estimate will be submitted for acceptance.  
3. Paintwork  
Where new paintwork is required and the metal work is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting, but no guarantee can be given in this respect. If partial paintwork only is required, every endeavour will be made to match the existing colour schemes, but no guarantee can be given of a perfect colour match.  
4. Lien  
The customer acknowledges that the Company has a legal lien upon any vehicle or vehicles left with the Company for supply of goods and services for all monies due from the customer on any account.  
5. Risk / Delay  
Subject to the provisions of the Consumer Rights Act 2015 and any amendment thereof, vehicles, including components, fittings and contents are left with the Company entirely at the Customer’s risk. The Company shall in no circumstances be liable for loss or damage thereto or for delay in completing service or repairs unless the same is caused by the negligence or default of the Company, its employees or agents.  
6. Storage Charges  
If, following the completion of services the Customer’s vehicle(s) is left at the Company’s premises, then the Company reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.  
7. Disposal of Uncollected Goods  
Any vehicle which is not collected by the Customer and in respect of which payment for repairs carried out has 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 the repairs and any storage charges may be deducted by 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 seven days written notice of its intention to do so which notice shall be sent by prepaid first class post to the address of the Customer last known to the Company and shall be deemed to have been received by the Customer on the day following the date of posting, or if that shall be a Sunday or a Public Holiday, to be 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 the storage charges, at 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.  
8. Data Protection  
8.1. The Company will hold any information in regards to sales, service, repairs and warranty purposes as Data Controllers.   
9. All the agreements between the Company and the Customer are personal to the Customer. The Customer may not assign his rights or liabilities to any third party by any means.  
10. Statutory Rights  
Where the Customer is acting as a consumer, nothing in this contract is intended to exclude or limit the Customer’s statutory rights.