

## CAR REPAIR TERMS AND CONDITIONS (B2C)

### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the provision to the Customer of any Services (as “Services” is defined in Clause 1 below) by the Garage, namely <<Insert name of Garage>> [of <<Address>>] **OR** [a company registered in <<country of registration>> under number <<company registration number>> whose registered office is at <<registered office>>] (“the Garage”); and
- B. where the Customer is a “Consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“Consumer”</b>	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>[“Courtesy Car Agreement”]</b>	[means a separate agreement between You and Us containing the terms of agreement on which You have any courtesy car in accordance with Clause 10 of these Terms and Conditions;]
<b>“Customer/You/Your”</b>	means a Consumer customer of the Garage who requires its Services;
<b>“Estimate”</b>	means a document giving the approximate Price of the Work;
<b>“Garage/Us/We/Our”</b>	means the <<Insert name of Garage>> garage whose place of business and contact address is [the same address as above] <b>OR</b> [insert other address] and reference to the Garage shall include reference to any and all of its staff including mechanics;
<b>“Invoice”</b>	means a final invoice giving the total Price of the Work;
<b>“Manufacturer”</b>	means the manufacturer of the Vehicle;
<b>“Price”</b>	means the fee payable for the Work including parts, labour, VAT and any additional charges;
<b>“Quotation”</b>	means a document giving the agreed fixed Price of the Work which We shall not vary without Your explicit agreement;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

<b>“Services”</b>	means any type of repair [or maintenance] of Vehicles;
<b>“Vehicle”</b>	means Your vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer;
<b>“Warranty Period”</b>	means the duration of the warranties provided by Us in accordance with Clause 9 of these Terms and Conditions; and
<b>“Work”</b>	means the particular Services that We agree to provide to You;

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
  - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa; and.
- 1.5 References to any gender shall include the other gender.

## 2. Booking

- 2.1 You may request a booking for any Work (subject to Our confirming the booking) by <<insert methods e.g. telephone, internet etc.>>;
- 2.2 When You request a booking, You must give Us the following information:
  - 2.2.1 <<insert detail e.g. Customer contact details>>;
  - 2.2.2 <<insert detail e.g. preferred date>>;
  - 2.2.3 <<insert detail e.g. nature of repairs required>>;
  - 2.2.4 <<insert detail e.g. make, model and age of Vehicle>>;
  - 2.2.5 <<insert detail e.g. any warranties covering the Vehicle>>;
- 2.3 [We shall provide You with a booking form which shall provide prompts for all required information;]
- 2.4 We will prepare and submit an Estimate to You either by email or first class post giving an Estimate based on the details You provide;
- 2.5 If You agree the Estimate, We will then prepare and submit a Quotation to You either by email or first class post;

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2.6 If You accept the Quotation, We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as early as possible to that which You originally requested. Only if We are unable to confirm to You that confirmation will there be a binding contract between Us and You for the Work;

2.7 You may accept and confirm the Quotation by email, telephone or first class post;

2.8 You confirm that, in accepting the Quotation, you are making a request(s) for any Services, You are aware of the terms set out in Clause 1 above.

**3. Payment and Invoices**

3.1 If We require a deposit, We shall state it clearly in the Quotation and You shall pay it within the time period e.g. 14 days>>;

3.2 From the point at which the Work commences up until the point at which You pay Us, We shall have a general lien on Your Vehicle (i.e. all property on the Vehicle) until payment is made for the Work done to that point;

3.3 Following Our completion of the Work, We shall issue an invoice to You;

3.4 The invoice will provide a summary of all of the Work done and will provide full details of the labour including the Price payable for it with the VAT element shown separately;

3.5 The invoice will also refer to the Vehicle and will refer to the warranty set out in Clause 6;

3.6 All sums due will be payable within the time period e.g. 30 days>> of the date of the relevant invoice;

3.7 You may make payment by the description of payment methods available>>;

3.8 In addition to Our right to retain the Vehicle at Your expense, if the due remains unpaid following Our written notice to You, We shall have the right to sell the Vehicle. That notice period will begin no earlier than the date of the relevant invoice and e.g. 30 days>> after the date of the invoice;

3.9 From the due date set out in Clause 3.8, any outstanding amount shall be charged at a percentage>>% above the relevant interest rate from time to time until You make payment in full.

**4. Insurance Claims and Accidents**

4.1 If the Work to be carried out on the Vehicle is the subject of an insurance claim, You (or the person who is not the same person) must sign any documents required by the insurer assigned to authorise payment to Us for the Work;

4.2 We shall not be responsible for any delay in completing the Work and / or returning the Vehicle to You if any delay arises out of any actions of the insurer including, but not limited to, the holding of payment.

**5. The Work**

5.1 We shall use reasonable endeavours to ensure that all parts required for the

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completion of the Work when it is booked, the availability of parts and the date of the Work on the date of the total amount of the

enable Us to carry out the Work. We will tell You if, due to non-availability, We are unable to begin the Work and to complete it within the time set out in Clause 5.5;

5.2 If We cannot carry out the Work or a delay in their completion (as set out in Clause 5.1), You may exercise Your rights. You may exercise Your

Work due to non-availability of parts. We will tell You that (as set out in sub-Clause 5.1), You may exercise Your rights. You may exercise Your rights as set out in Clause 11;

5.3 We shall agree with You the parts going to use (except for

the Work on all parts that We are using (as referred to in sub-Clause 5.6);

5.4 We shall only use new original parts or those supplied by the Manufacturer. If We use parts other than those supplied by the Manufacturer, We will tell You. Our repairers will not use parts unless You explicitly consent;

are new and either Manufacturer's or supplied by a third party and authorised by the Manufacturer. To abide by this requirement, We will tell You. We may not do so unless You first explicitly consent;

5.5 We will tell You before we start the Work the estimate that We will need for the Work needed under sub-Clause 5.1 and the need for such additional parts;

the amount of time We initially estimate for the Work subject to any additional time We will tell You promptly on discovering a need for additional parts;

5.6 If We find during the Work that we need additional parts and / or labour, We will tell You if You first explicitly consent and give You an estimate of the additional parts and labour and also an estimate of the additional Work

that We need to use additional parts and labour. We will tell You immediately if we need additional parts and labour and also an estimate of additional time We need to carry out the additional Work

5.7 We will allow You a reasonable time We take to carry out the Work

in the Price to the extent that the time

5.7.1 exceeds the time estimated under sub-Clause 5.5 and the time

initially estimated under sub-Clause 5.5 and the time estimated under sub-Clause 5.6; and

5.7.2 exceeds what is reasonable in all of the circumstances;

in all of the circumstances;

but a reduction will be made to the Price for any delay in the completion of the Work due to a cause

of delay in the completion of the Work due to a cause over which We have no control;

5.8 If We replace any original parts available to You to view and examine them before You collect Your Vehicle. You may only remove them from the Garage if You will dispose of them in an environmental way or remove the parts after You collect Your Vehicle; and

original parts available to You to view and examine them before You collect Your Vehicle. You may only remove them from the Garage if You will dispose of them in an environmental way or remove the parts after You collect Your Vehicle;

5.9 We shall use reasonable care to ensure that We take good care of Your Vehicle and its contents inside it but We nevertheless advise You to remove any valuables from the Vehicle before We begin the Work.

ensure that We take good care of Your Vehicle and its contents inside it but We nevertheless advise You to remove any valuables from the Vehicle before We begin the Work.

**6. Vehicle Warranties**

6.1 If the Vehicle is covered by the manufacturer's new vehicle warranty, anti-rust and perforation warranty

at the time the Work is carried out, We will ensure that the Work is carried out in a way that does not void the manufacturer's new vehicle warranty, anti-rust and perforation warranty

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out, We shall carry those warranties a using original or Ma

way that adheres to the terms of specifications and documentation, parts;

6.2 If Our compliance v You of alternatives alternatives (includ warranties). The d alternative shall be

ses Us additional cost, We will tell in full the consequences of those the voiding of the Manufacturer's or not We will follow any such

6.3 Before We begin an organisation's warr Work;

y a Manufacturer's or a third party ir consent to Us carrying out that

6.4 We shall not be r warranties where Y

any failure to comply with any ose warranties.

**7. Sub-Contracting**

We may sub-contract any provided that any sub-co practices and provided tha Your prior consent.

der these Terms and Conditions reasonably skilled in the relevant You any additional charges without

**8. Insurance, Damage and L**

8.1 We shall at all tim public liability insura

le and valid insurance, including

8.2 We shall not be lia failure to follow Our

or damage You suffer due to Your structions;

8.3 We will not be lia obligations where s Our reasonable con

lure or delay in performing Our lts from any cause that is beyond

8.4 We will be respons suffer as a result of of Our negligence consequence of Ou Us when Our contr loss or damage that

the loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious or if it is contemplated by You and We will not be responsible for any

8.5 We provide Service as a Consumer. W other goods or ma commercial, busine kind (including resa business, interruptio

personal and private use/purposes r representation that products, or carrying out the Work are fit for t or professional purposes of any o You for any loss of profit, loss of loss of business opportunity;

8.6 Nothing in these Te Our liability for dea that of Our employ misrepresentation; a

ntended to or will exclude or limit sed by Our negligence (including ractors) or for fraud or fraudulent

8.7 As a "consumer" a consumer for the nothing in these Te prejudice, or otherw rights or remedies, c

sumer Rights Act 2015, or as a consumer protection legislation, intended to or will exclude, limit, ties or obligations to You, or Your der:

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**9. Warranty and Guarantee**

9.1 We warrant the W  
<<insert period e.g.  
24,000 miles>> whi

9.2 Unless We explicit  
warrant all parts tha  
<<insert period e.g.  
24,000 miles>> wh  
vary due to their or  
We will tell You in  
Period or distance f

9.3 If any Work done a  
shall carry out the r  
You;

9.4 Any warranty that  
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**10. [Courtesy Car**

10.1 We may loan You a  
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in sub-Clause 10.2  
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ase refer to Your local Citizens'

invoice for a Warranty Period of  
distance of <<insert distance e.g.

When We invoice You, We shall  
of invoice for a Warranty Period of  
distance of <<insert distance e.g.  
e warranties on certain parts may  
arranty conditions, and in that case  
document Our different Warranty

during the Warranty Period, We  
placements at no additional cost to

to Your Vehicle. If You sell or  
le to another person, they will be  
rest of the Warranty Period;

We give You if the Vehicle is used  
s (unless We explicitly tell you

itions of any kind;

trials;

ch exceeds its design limitations  
for example);

which does not conform with

ain the Vehicle in accordance with  
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u under this Clause 9 to provide  
stated by sub-Clause 8.7) be in  
are available to You if You as a

ill not be bound to do so and may  
car or any other reason, and We  
if You are not eligible (as set out  
u request a courtesy car and We  
that You first complete and accept



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11.5.2 if the booking is cancelled before the end of the 14 day period, You have expressed Your intention to cancel, You may not cancel the booking. Clause 11.3

...ning the Work which is before the end of the 14 day period. You make the booking and if You cancel any of the Work and We do so, You must pay in accordance with Clause 11.3. If the Work has been carried out;

If You request that We cancel the booking in any way convenient to You, You must confirm this in any way convenient to Us.

...led, You must confirm this in any way convenient to Us.

11.6 If You cancel any booking, You must return it to Us.

...ave a courtesy car from Us, You must return it to Us.

11.7 Once You have paid for the collection of) Your Vehicle remains on storage at the rate of £10 per day. We will not release Your Vehicle until You have paid the storage charge).

...s, You shall collect (or arrange for the collection of) Your Vehicle within a specified period e.g. 7 days>>. If Your Vehicle remains on storage at the rate of £10 per day. We will not release Your Vehicle until You have paid the storage charge).

**12. How We Use Your Personal Information (Data Protection)**

**(Data Protection)**

12.1 All personal information collected, processed, and held by Us shall be in accordance with the General Data Protection Regulation (GDPR).

...be collected, processed, and held by Us in accordance with the General Data Protection Regulation (GDPR).

12.2 For complete details of how we use your personal data including the purposes for which it is used, the legal basis for processing it, details of Your rights and how to exercise them, and how to contact Us, please refer to Our Privacy Notice at [www.simply-docs.co.uk/privacy-policy](#)

...essing, storage, and retention of personal data for the purpose(s) for which personal data is collected, details of Your rights and how to exercise them, and how to contact Us, please refer to Our Privacy Notice at [www.simply-docs.co.uk/privacy-policy](#)

**13. Regulations**

We are required by the Regulations to make available to You as soon as possible before We confirm the booking, information that is apparent from the context of the booking, either in these Terms and Conditions or to You before We confirm the booking. The Regulations, be part of the booking.

...at certain information is given or made available to You as soon as possible before We confirm the booking, information that is apparent from the context of the booking, either in these Terms and Conditions or to You before We confirm the booking. The Regulations, be part of the booking.

**14. Information**

As required by the Regulations, we will provide You with the following information:

- 14.1 all of the information that we have collected about You;
- 14.2 any other information that we have collected about You which You take into account when making any other decision about You.

...and any other information that we have collected about You which You take into account when making any other decision about You.

This information will be part of the terms of the booking.

...a Consumer.

**15. Changes to Terms and Conditions**

We may from time to time change Our Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

...nd Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

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**16. Complaints**

We always welcome feedback and, whilst We always use all reasonable endeavours to ensure your experience as a customer of Ours is a positive one, We nevertheless accept that a complaint may arise. If You have any complaint about the Garage, please raise the matter with <<insert name of person to contact by email or post>>].

ers and, whilst We always use all reasonable endeavours to ensure your experience as a customer of Ours is a positive one, We nevertheless accept that a complaint may arise. If You have any complaint about the Garage, please raise the matter with <<insert name of person to contact by email or post>>].

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**17. No Waiver**

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We do not waive any subsequent breach of any provision of these Terms and Conditions.

any rights under these Terms and Conditions means that We do not waive any subsequent breach of any provision of these Terms and Conditions.

**18. Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected.

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**19. Law and Jurisdiction**

19.1 These Terms and Conditions and the relationship between you and Us (whether you are in England & Wales, Scotland or Northern Ireland) shall be governed by, and construed in accordance with, the law of England & Wales [Northern Ireland] [Scotland].

and the relationship between you and Us (whether you are in England & Wales, Scotland or Northern Ireland) shall be governed by, and construed in accordance with, the law of England & Wales [Northern Ireland] [Scotland].

19.2 As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence which reduce or restrict your rights. Clause 19.1 above takes away or restricts those provisions.

As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence which reduce or restrict your rights. Clause 19.1 above takes away or restricts those provisions.

19.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are in England & Wales, Scotland or Northern Ireland), shall be subject to the jurisdiction of the courts of England and Wales [Northern Ireland], as determined by your residency.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are in England & Wales, Scotland or Northern Ireland), shall be subject to the jurisdiction of the courts of England and Wales [Northern Ireland], as determined by your residency.

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