

CAR REPAIR TERMS AND CONDITIONS (VBRA VERSION) (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:

“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Consumer”	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;
[“Courtesy Car Agreement”]	[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;]
“Customer/You/Your”	means a Consumer customer of the Garage who requires its Services;
“Estimate”	means a document giving the approximate Price of the Work;
“Garage/Us/We/Our”	means the <<Insert name of Garage>> garage whose place of business and contact address is [the same address as above] OR [insert other address] and reference to the Garage shall include reference to any and all of its staff including mechanics;
“Invoice”	means a final invoice giving the total Price of the Work;
“Manufacturer”	means the manufacturer of the Vehicle;
“Price”	means the fee payable for the Work including parts, labour, VAT and any additional charges;
“Quotation”	means a document giving the agreed fixed Price of the Work which We shall not vary without Your explicit agreement;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“Services”	means any type of repair [or maintenance] of Vehicles;
“Vehicle”	means Your vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer;
“Warranty Period”	means the duration of the warranties provided by Us in accordance with Clause 11 of these Terms and Conditions; and
“Work”	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;]

3. **Investigation and Diagnostics**

- 3.1 Following the booking and prior to the calculation of an Estimate or Quotation it may be necessary for the Garage to conduct investigative or diagnostic work on the Vehicle in order to determine the nature of the Work required; and

- 3.2 Investigative and diagnostic work shall be carried out at the Garage and the Customer's premises for a charge to the Customer. The Garage shall set a financial limit for such work prior to commencement. Investigations and diagnostics shall take place until such a limit has been agreed.
4. **Estimates and Quotations**
- 4.1 We will prepare an Estimate or Quotation by email or first class post giving an Estimate or Quotation in full details You provide and additional information We have. You may accept an Estimate or Quotation by email or first class post; and You may request investigation or diagnostics; and You may request a Quotation; and You may request an Estimate or Quotation; and You may request a Quotation to You.
- 4.2 If You agree the Estimate or Quotation, You shall confirm the booking to You and We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as close as possible to that which You originally requested. Only if We receive a written confirmation from You that confirmation will there be a binding contract between Us for the Work;
- 4.3 [We may charge You for the cost of the Estimate and / or a Quotation. If We are requested to make that charge, You shall confirm the booking to You and We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as close as possible to that which You originally requested. Only if We receive a written confirmation from You that confirmation will there be a binding contract between Us for the Work;
- 4.4 If You accept the Quotation, You shall confirm the booking to You and We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as close as possible to that which You originally requested. Only if We receive a written confirmation from You that confirmation will there be a binding contract between Us for the Work;
- 4.5 You may accept an Estimate or Quotation by email, telephone or first class post; and
- 4.6 You confirm that, in accepting the Estimate or Quotation, You are requesting the Work and will be a "Consumer" as defined in the Consumer Protection Act 1986.
5. **Payment and Invoices**
- 5.1 If We require a deposit, We shall state it clearly in the Estimate or Quotation and You shall hold it in a secure place and return it to You where it has to be returned to You;
- 5.2 From the point at which You have paid the deposit, We shall have a general lien on Your Vehicle (i.e. all property in the Vehicle) until payment is made for the Work done to that point;
- 5.3 Following Our completion of the Work, We shall issue an invoice to You;
- 5.4 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;
- 5.5 The invoice will also include details of the Vehicle and will refer to the Work done to that point;
- 5.6 All sums due will be payable within a specified time period e.g. 30 days>> of the date of the relevant invoice;
- 5.7 You may make payment by any of the methods described in the description of payment methods available>>;
- 5.8 In addition to Our right to sell the Vehicle at Your expense, if the sum due remains unpaid following Our written notice to You, We shall have the right to sell the Vehicle within a specified time period e.g. 30 days>>. That notice shall be given within a specified time period e.g. 30 days>> after the date of the relevant invoice.

- 5.9 From the due date set out in sub-Clause 5.8, any outstanding amount shall be charged to You at the rate of <<insert percentage>>% above the then current base rate of the <<insert name of bank>> from time to time until You make payment in full.
- 6. Insurance Claims and Access to Vehicle**
- 6.1 If the Work to be carried out on the Vehicle is the subject of an insurance claim, You (or the person who provided the Vehicle to You, if not the same person) must sign any documents required by the insurer and be authorised to authorise payment to Us of any sums payable by the insurer in connection with the claim.
- 6.2 We shall not be responsible for any loss or damage to the Vehicle arising out of any actions of the insurer including, but not limited to, the insurer's failure to pay any sums payable by the insurer in connection with the claim.
- 7. The Work**
- 7.1 We shall use reasonable endeavours to complete the Work on the Vehicle as soon as possible after the date when it is booked for repair, taking into account the availability of parts and the complexity of the Work. We will tell You if, due to non-availability of parts or the complexity of the Work, we are unable to begin the Work on the date when it is booked for repair and to complete it within the time set out in Clause 7.5;
- 7.2 If We cannot carry out the Work on the Vehicle or a delay in their completion of the Work (as set out in Clause 7.1), You may exercise Your right to cancel the Work under Clause 13;
- 7.3 We shall agree with You the parts to be used in the Work on all parts that We are required to replace (as set out in sub-Clause 7.6). We shall explain to You the reasons for the parts referred to in sub-Clause 7.6). We shall not use any parts referred to in sub-Clause 7.6) unless You explicitly tell Us otherwise.
- 7.4 We shall only use new or re-manufactured parts or original parts or those supplied by the Manufacturer. If We use any parts other than those supplied by the Manufacturer, We will tell You Our reasons for doing so and You may not do so unless You first explicitly consent;
- 7.5 We will tell You before we begin the Work the amount of time We initially estimate that We will need to complete the Work subject to any additional time needed under sub-Clause 7.6. We will tell You promptly on discovering a need for such additional time.
- 7.6 If We find during the Work that we need to use additional parts or carry out additional Work, we will tell You immediately and give You an estimate of the additional parts and labour and also an estimate of the additional time We need to carry out the additional Work.
- 7.7 We will allow You a reasonable time to consider our estimate of the additional parts and labour and also an estimate of the additional time We need to carry out the additional Work. The time We take to carry out the additional Work shall be added to the time set out in the Price to the extent that the total time does not exceed the time initially estimated under sub-Clause 7.5 and the time set out in the Price to the extent that the total time does not exceed the time initially estimated under sub-Clause 7.6; and
- 7.7.1 exceeds the time initially estimated under sub-Clause 7.5 and the time set out in the Price to the extent that the total time does not exceed the time initially estimated under sub-Clause 7.6; and
- 7.7.2 exceeds what is reasonable in all of the circumstances;

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but a reduction will be made in the cost of the Work due to a cause beyond Our control;

of delay in the completion of the Work due to a cause beyond Our control;

7.8 If We replace any part, We shall allow You to view and examine it before We remove it. You may only remove it from the Vehicle in an environmentally safe manner or remove the parts from the Vehicle and

original parts available to You to view and examine them before You collect Your Vehicle. We shall allow You to remove them from the Garage if You will dispose of them in an environmentally safe manner. If You do not wish to inspect and / or remove the parts from the Vehicle after You collect Your Vehicle;

7.9 We shall use reasonable care to ensure that Your Vehicle and its contents are safe. We shall advise You to remove any valuables from the Vehicle before We begin the Work.

ensure that We take good care of the Vehicle and its contents inside it but We nevertheless cannot accept liability for the loss or damage to the Vehicle before We begin the Work.

8. Vehicle Warranties

8.1 If the Vehicle is covered by a manufacturer's new vehicle warranty, anti-rust warranty or perforation warranty at the time the Work is carried out, We shall carry out the Work in a way that adheres to the terms of those warranties and use only those parts, using original or Manufacturer's parts;

Manufacturer's new vehicle warranty, anti-rust warranty or perforation warranty at the time the Work is carried out, We shall carry out the Work in a way that adheres to the terms of those warranties and use only those parts, using original or Manufacturer's parts;

8.2 If Our compliance with those warranties involves Us additional cost, We will tell You of alternatives and the consequences of those alternatives (including the voiding of the Manufacturer's warranties). The cost of those alternatives shall be agreed between Us and You before We begin the Work.

involves Us additional cost, We will tell You of alternatives and the consequences of those alternatives (including the voiding of the Manufacturer's warranties). The cost of those alternatives shall be agreed between Us and You before We begin the Work.

8.3 Before We begin any Work, We shall ensure that we have the necessary organisation's warranty or insurance for the Work; and

Before We begin any Work, We shall ensure that we have the necessary organisation's warranty or insurance for the Work; and

8.4 We shall not be responsible for any failure to comply with any warranties where You have agreed to those warranties.

We shall not be responsible for any failure to comply with any warranties where You have agreed to those warranties.

9. Sub-Contracting

We may sub-contract any part of the Work provided that any sub-contractor is reasonably skilled in the relevant practices and provided that You give Your prior consent.

We may sub-contract any part of the Work provided that any sub-contractor is reasonably skilled in the relevant practices and provided that You give Your prior consent.

10. Insurance, Damage and Liability

10.1 We shall at all times have in place and valid insurance, including public liability insurance, covering Us and the Work.

We shall at all times have in place and valid insurance, including public liability insurance, covering Us and the Work.

10.2 We shall not be liable for any loss or damage You suffer due to Your failure to follow Our instructions;

We shall not be liable for any loss or damage You suffer due to Your failure to follow Our instructions;

10.3 We will not be liable for any loss or damage resulting from a failure or delay in performing Our obligations where such loss or damage results from any cause that is beyond Our reasonable control.

We will not be liable for any loss or damage resulting from a failure or delay in performing Our obligations where such loss or damage results from any cause that is beyond Our reasonable control.

10.4 We will be responsible for any loss or damage that You may suffer as a result of Our negligence or as a result of the loss or damage to the Vehicle or its contents if it is an obvious or foreseeable consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any

We will be responsible for any loss or damage that You may suffer as a result of Our negligence or as a result of the loss or damage to the Vehicle or its contents if it is an obvious or foreseeable consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any

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loss or damage that

10.5 We provide Service as a Consumer. We do not provide other goods or materials for commercial, business or other kind (including resale) or business, interruption

10.6 Nothing in these Terms Our liability for death that of Our employees misrepresentation; and

10.7 As a “consumer” consumer for the purpose of nothing in these Terms limit, prejudice, or You, or Your rights

10.7.1 the Consumer

10.7.2 the Regulation

10.7.3 the Consumer

10.7.4 any other consumer

as that legislation

For more details of Advice Bureau or

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

intended to or will exclude or limit by Our negligence (including tractors) or for fraud or fraudulent

Consumer Rights Act 2015, or as a consumer protection legislation, is intended to or will exclude, of Our duties or obligations to ability to You, under:

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o time.

ase refer to Your local Citizens’ e.

11. Warranty and Guarantee

11.1 We warrant the Work <<insert period e.g. 24,000 miles>> which

11.2 Unless We explicitly warrant all parts that <<insert period e.g. 24,000 miles>> which vary due to their own We will tell You in Period or distance for

11.3 If any Work done at shall carry out the repair You;

11.4 Any warranty that otherwise transfer of entitled to the benefit

11.5 We will be entitled to for anything other (otherwise). This includes

11.5.1 Participating

11.5.2 Participating

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. the warranties on certain parts may warranty conditions, and in that case document Our different Warranty

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

to Your Vehicle. If You sell or 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

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11.5.3 Use of the Vehicle which exceeds its design limitations (exceeding maximum speed or load capacity, for example);

11.5.4 Use of the Vehicle which does not conform with the Manufacturer's instructions;

11.5.5 Failure to service the Vehicle in accordance with the Manufacturer's instructions;

11.6 The rights and remedies under this Clause 11 to provide repairs and replacement parts (as stated by sub-Clause 10.7) be in addition to all such rights and remedies available to You if You as a Consumer.

12. [Courtesy Car

12.1 We may loan You a courtesy car or any other reason, and We will not be bound to do so and may decline to do so due to any reason, if You are not eligible (as set out in sub-Clause 12.2). If You request a courtesy car and We agree to provide one, You must agree that You first complete and accept the terms and conditions of the Courtesy Car Agreement;

12.2 We will not provide a courtesy car unless You are eligible as follows:

12.2.1 You hold a full, valid driving licence which You have held for at least <<in the UK>> years at the date of being provided with the courtesy car; and if You have a UK driving licence, You have the licence with You and the paper counterpart licence (not a photocard licence) (not a provisional licence);

12.2.2 You are at least <<e.g. 17>> years of age;

12.2.3 You have not received > <<e.g. 6>> penalty points on Your driving licence;

12.2.4 You have not been disqualified from driving for a period of <<e.g. 12>> months or more, or received a <<e.g. 3>> month, DD, DR or UT Offence within a period of <<e.g. 12>> months from the date of being provided with the courtesy car;

12.2.5 You have suitable identification (in addition to Your driving licence) to identify You when taking the courtesy car, at least one of which includes Your name and address. Such forms of identification include, but are not limited to, a passport, bank statement and a utility bill.]

13. Cancellation

13.1 You may cancel any agreement for Work entered into in sub-Clause 13.5 or as set out in sub-Clause 13.5;

13.2 If You cancel under sub-Clause 13.1, and You have paid Us any deposit or prepayment, We shall return it to You less any amount You owe Us. If You cancel under sub-Clause 13.2, (s) of this Clause 13, but You will still be liable to pay Us the amount You owe Us;

13.3 If, on or after You have agreed Work to be carried out, You have agreed Work, You must pay Us for all parts We have used and, if We so decide, for any parts ordered but not yet used if in Our possession.

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reasonable judgement
<<insert period e.g. 7 days>>. We will
those parts. We will
used to calculate the
invoice;

or sell those ordered parts within
invoice You for that labour and
our at the same hourly rate as We
apply to the payment of any such

- 13.4 The parts We have
Our property. We
accounting to You
sub-Clause 13.3;

y the time You cancel will remain
of them as We see fit without
have charged You for them under

- 13.5 Where the contract
Regulations give You
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13.5.1 You may fo
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booking during the 14 day period
sub-Clause 13.5.2 applies. If You
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receiving Your cancellation; but

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- 13.6 If You cancel any
must return it to Us

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- 13.7 Once You have pai
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sert period e.g. 7 days>>. If Your
at period. You shall pay Us for its
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14. Customer Confidence and

Complaints

- 14.1 We are committed
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feedback from Our customers. We
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- 14.2 Whilst We always
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- 14.3 If You are not entire
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by phone or email or post>>]. We
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- complaint, giving You the opportunity to resolve Your complaint; and
- 14.4 If We and You are unable to resolve Your complaint or if You are not satisfied with the Conciliation Service, You may refer it to the VBRA.
- 15. VBRA Conciliation and Arbitration**
- 15.1 If You decide to refer Your complaint to the VBRA Conciliation Service, We must permit it to be referred to the VBRA Conciliation Service, and either We or You may forward the complaint to the VBRA secretariat at <<insert up-to-date contact telephone number>> or by email at <<insert email address>> or by fax at <<insert fax number>> or by post at <<insert postal address>> or by any other means available to the VBRA - 0113 253 8333 at the time of publication>>;
- 15.2 You will need to complete the VBRA Conciliation Reference Form ("the Form") which the VBRA will provide to You. You must then submit that Form to the VBRA together with any supporting evidence;
- 15.3 After receiving Your Form, the VBRA will forward all information to Us. If We do not either reply to You or forward a satisfactory outcome to them within 10 working days, You may contact Us;
- 15.4 The VBRA may, at its discretion, appoint an independent expert to assist in reaching a satisfactory outcome. The expert will issue a report within 10 working days of completion of the report. The expert's report will be issued to You. You will have to bear any cost of or for the expert in this VBRA conciliation process.
- 15.5 If the VBRA conciliation process results in a satisfactory result for You, You may request that the matter be referred to the VBRA Arbitration Service but it may only be referred if You agree to that referral;
- 15.6 After Your request for arbitration, the VBRA will transfer all relevant information to the VBRA Arbitration Service, and the VBRA will no longer be involved in the arbitration;
- 15.7 The National Conciliation Service will contact You to arrange to proceed with the arbitration;
- 15.8 Neither We nor You will be required to appear or be represented at the arbitration hearing unless the arbitrator so directs;
- 15.9 Following consideration of the evidence and information the arbitrator will tell You, Us and the arbitrator of his/her decision. The arbitrator's decision, including any award of costs, shall be legally binding on You and Us.
- 16. How We Use Your Personal Information (Data Protection)**
- 16.1 All personal information You provide to Us will be collected, processed, and held in accordance with the applicable EU Regulation 2016/679 General Data Protection Regulation (GDPR) and Your rights under the GDPR.
- 16.2 For complete details of how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, and how we share (where applicable), please refer to Our Privacy Policy at <<insert location>>.

17. Regulations

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

at certain information is given or made available to You (i.e. where that information is already apparent from the context of these Terms and Conditions or in the information made available to You before We confirm the booking, the Regulations, be part of the

18. Information

As required by the Regulations

18.1 all of the information

18.2 any other information which You take into account when making any other decision

will be part of the terms of the contract between Us and You as a Consumer.

19. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is

20. No Waiver

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

21. 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.

22. Law and Jurisdiction

22.1 These Terms and Conditions and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

22.2 As a consumer, you may not be able to opt out of the mandatory provisions of the law in your country of residence. Clause 22.1 above takes away or reduces your rights in those provisions.

22.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer), shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.