

S

“Manufacturer”

er of the Vehicle;

“Price”

ve fee payable for the Work and any additional charges;

“Quotation”

ing the agreed fixed Price of the not vary without Your explicit

“Services”

air [or maintenance] of Vehicles;

“Total Price”

ny VAT chargeable on the Price

“Vehicle”

hich may be a car, van, truck, bus, e, caravan or trailer;

“Warranty Period”

he warranties provided by Us in e 9 of these Terms and

“Work”

ervices that We agree to provide

1.2 Unless the context
Conditions to:

ch reference in these Terms and

1.2.1 “writing”, an
communicat
similar mean

ion, includes a reference to any
hnic or facsimile transmission or

1.2.2 a statute or
provision as

e is a reference to that statute or
at the relevant time;

1.2.3 “these Term
Conditions a
the relevant

a reference to these Terms and
s as amended or supplemented at

1.2.4 a Clause or
Conditions; a

e to a Clause of these Terms and

1.2.5 a "Party" of
Conditions;

the parties to these Terms and

1.3 The headings used
and will not affect th

nditions are for convenience only
Terms and Conditions;

1.4 Words signifying the

e plural and vice versa; and.

1.5 References to any g

other gender.

2. **Booking**

2.1 You may request
booking) by <<insert

k (subject to Our confirming the
, internet etc.>>;

2.2 When You request

e Us the following information:

2.2.1 <<insert deta

details>>;

2.2.2 <<insert deta

2.2.3 <<insert deta

required>>;

A

M

P

L

E

S

2.2.4 <<insert details>>

age of Vehicle>>;

2.2.5 <<insert details>>

covering the Vehicle>>;

2.3 [We shall provide You with the required information]

which shall provide prompts for all

2.4 We will prepare an Estimate (including VAT thereon) to You based on the details

containing the fixed Price plus any first class post giving an Estimate

2.5 If You agree the Estimate, We shall issue it to You within the fixed Price plus

number of days, e.g 21>> days of and submit a Quotation (containing either by email or first class post;

2.6 If You accept the Quotation, We shall issue it to You. We shall use Our reasonable endeavours to ensure the commencement of the Work is as originally requested. This shall be a binding contract

number of days, e.g 14>> days of the booking to You and We shall ensure that the date We agree for commencement of the Work is as possible to that which You requested. We shall give You that confirmation will there be a binding contract for the Work;

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

by email, telephone or first class

2.8 You confirm that, in accepting the Quotation, you are acting as a person, company or other legal entity for the purposes of a Business

request(s) for any Services, You are acting as a person, company or other legal entity for the purposes of a Business

3. Payment and Invoices

3.1 If We require a deposit, We shall state it clearly in the Quotation and You shall pay it

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 You have paid the deposit, We shall have a general lien on Your Vehicle (i.e. all property) until payment is made for the work done to that point

the Work commences up until the point at which You have paid the deposit. We shall have a general lien on Your Vehicle (i.e. all property) 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;

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 charges payable for it with a breakdown of the charges

summary of all of the Work done and will provide full details of the charges payable for it with a breakdown of the charges

3.5 The invoice will also include a copy of the warranty set out in Clause 4

the Vehicle and will refer to the

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

time period e.g. 30 days>> of the

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

description of payment methods

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

3.2, We shall have the right to sell the Vehicle if the amount due remains unpaid following Our written notice to You. That notice period shall be e.g. 30 days>>. That notice period shall begin no earlier than 30 days>> after the date of the relevant invoice

3.9 From the due date set out in sub-Clause 3.8, any outstanding amount shall be payable at <<insert interest rate>>% above the base rate of the <<insert name of bank>> from time to

the action set out in sub-Clause 3.8, any outstanding amount shall be payable at <<insert interest rate>>% above the base rate of the <<insert name of bank>> from time to

A

M

P

L

E

S

A

M

P

L

E

time until You make

4. Insurance Claims and Ac

4.1 If the Work to be d claim, You (or the must sign any doc payment to Us for t

4.2 We shall not be re returning the Vehicle insurer including, bu

5. The Work

5.1 We shall use reaso completion of the V when it is booked availability of parts the Work on the dat total amount of the t

5.2 If We cannot carry or a delay in their Clause 5.1), You m You may exercise Y

5.3 We shall agree with going to use (except

5.4 We shall only use original parts or th Manufacturer. If We will tell You Our rea explicitly consent;

5.5 We will tell You bef estimate that We w needed under sub-C

5.6 If We find during th and / or labour, We if You first explicitl and give You an e labour and also an out the additional W

5.7 The amount of time intended as our bes agreed fixed time b within time estimate

5.8 Subject to the limits does exceed any s days or hours>> , V nevertheless allow percentage>> per reasonable discretio

5.9 If We replace any view and examine t

le is the subject of an insurance claim, You (or the same person or entity) must sign any doc insurer to be signed to authorise

in completing the Work and / or pay arises out of any actions of the holding of payment.

sure that all parts required for the enable Us to carry out the Work We will tell You if, due to non-ery, We are unable to commence n You and to complete it within the ause 5.5;

ork due to non-availability of parts e tell You that (as set out in sub-ments with Us for a re-booking or t out in Clause 11;

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

are new and either Manufacturer's ird party and authorised by the to abide by this requirement, We We may not do so unless You first

ork the amount of time We initially Work subject to any additional time

at We need to use additional parts parts or carry out additional Work ose We will tell You immediately st to You of additional parts and f additional time We need to carry needing it;

r sub-Clauses 5.5 and 5.6 is only It will not be of the essence or an ble endeavours to complete Work

y under Clause 8, if the time taken ore than << insert number>> << any excess time taken but We will the Price [not exceeding <<insert amount that We decide in Our excess time taken.

original parts available to You to me that You collect Your Vehicle.

S

You may only remove parts from an environmental container or remove the parts and

Garage if You will dispose of them if You do not wish to inspect and / or them after You collect Your Vehicle;

5.10 We shall use reasonable care to ensure that We take good care of Your Vehicle and We shall advise You to remove any items from the Vehicle before We begin the Work.

ensure that We take good care of items inside it but We nevertheless advise You to remove any items from the Vehicle before We begin the Work.

6. Vehicle Warranties

6.1 If the Vehicle is covered by a manufacturer's new vehicle warranty, anti-rust perforation warranty or other 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 We shall use only those parts, materials and consumables using original or Manufacturer's parts;

Manufacturer's new vehicle warranty, anti-rust 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 We shall use only those parts, materials and consumables using original or Manufacturer's parts;

6.2 If Our compliance with any applicable laws or regulations requires Us additional cost, We will tell You of alternatives and We will explain in full the consequences of those alternatives (including the voiding of the Manufacturer's warranties). The cost of any alternative shall be borne by You.

requires Us additional cost, We will tell You of alternatives and We will explain in full the consequences of those alternatives (including the voiding of the Manufacturer's warranties). The cost of any alternative shall be borne by You.

6.3 Before We begin any Work covered by a Manufacturer's or a third party organisation's warranty, We shall obtain Your consent to Us carrying out that Work;

Before We begin any Work covered by a Manufacturer's or a third party organisation's warranty, We shall obtain Your consent to Us carrying out that Work;

6.4 We shall not be responsible for any failure to comply with any warranties where You have not obtained the necessary consent.

We shall not be responsible for any failure to comply with any warranties where You have not obtained the necessary consent.

7. Sub-Contracting

We may sub-contract any part of the Work provided that any sub-contractor is reasonably practised 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 field and provided that You give Your prior consent to Us carrying out that Work or any additional charges without Your prior consent.

8. Insurance, Damage and Liability

8.1 We shall at all times have in force adequate and valid insurance, including public liability insurance, covering Us and Our employees, agents and subcontractors.

We shall at all times have in force adequate and valid insurance, including public liability insurance, covering Us and Our employees, agents and subcontractors.

8.2 We shall not be liable for any damage or loss suffered by You or Your property as a result of Our failure to follow Our instructions;

We shall not be liable for any damage or loss suffered by You or Your property as a result of Our failure to follow Our instructions;

8.3 We will not be liable for any damage or loss suffered by You or Your property as a result of Our failure or delay in performing Our obligations where such damage or loss is caused by events from Force Majeure;

We will not be liable for any damage or loss suffered by You or Your property as a result of Our failure or delay in performing Our obligations where such damage or loss is caused by events from Force Majeure;

8.4 We shall not be liable for any damage or loss suffered by You or Your property as a result of Our breach by Us of any express or implied term of Our contract, any condition or other term of any agreement, or any innocent misrepresentation, or any negligence or other breach of any duty of care owed to You by Us or any of our employees, agents or subcontractors;

We shall not be liable for any damage or loss suffered by You or Your property as a result of Our breach by Us of any express or implied term of Our contract, any condition or other term of any agreement, or any innocent misrepresentation, or any negligence or other breach of any duty of care owed to You by Us or any of our employees, agents or subcontractors;

8.4.1 loss of use of the Vehicle;

8.4.2 interruption of business;

8.4.3 loss of income;

8.4.4 loss of business.

A

M

P

L

E

S

8.4.5 loss of profit

8.4.6 loss of anticipated

8.4.7 any indirect, consequential or other claims

arising from any act or omission of any of Our agents or employees or sub-contractors or any other person in connection with the performance of Our obligations under these Terms and Conditions and Our contract with You

8.5 Nothing in these Terms and Conditions shall be intended to or will exclude or limit Our liability for death or personal injury that of Our employees or agents or for fraud or fraudulent misrepresentation.

loss, damage, costs, expenses or

any of Our agents or employees or any other person in connection with the performance of these Terms and Conditions and

intended to or will exclude or limit Our liability for death or personal injury that of Our employees or agents or for fraud or fraudulent misrepresentation.

9. **Warranty and Guarantee**

9.1 We warrant the Work for a period of <<insert period e.g. 24,000 miles>> which

9.2 Unless We explicitly warrant all parts that are covered by the <<insert period e.g. 24,000 miles>> which vary due to their original condition. We will tell You in writing the Warranty Period or distance for

9.3 If any Work done during the Warranty Period, We shall carry out the necessary repairs free of charge to You;

9.4 Any warranty that is transferred to another person, they will be entitled to the benefit of the remainder of the Warranty Period;

9.5 We provide Service under this Warranty for Consumer use/purpose only and not for any other use/purpose;

9.6 We will be entitled to limit our liability for anything other than the Work (unless We explicitly tell you otherwise). This includes:

9.6.1 Participating in any competition or promotion of any kind;

9.6.2 Participating in any trial or test drive;

9.6.3 Use of the Vehicle for any purpose which exceeds its design limitations (exceeding maximum load capacity for example);

9.6.4 Use of the Vehicle for any purpose which does not conform with the Manufacturer's instructions;

9.6.5 Failure to service the Vehicle in accordance with the Manufacturer's instructions.

invoice for a Warranty Period of <<insert period e.g. 24,000 miles>> or a distance of <<insert distance e.g. 24,000 miles>>

When We invoice You, We shall invoice You for a Warranty Period of <<insert period e.g. 24,000 miles>> or a distance of <<insert distance e.g. 24,000 miles>>. The warranties on certain parts may vary due to their original condition. We will document Our different Warranty conditions, and in that case We will tell You in writing the Warranty Period or distance for

during the Warranty Period, We shall carry out the necessary repairs free of charge to You;

to Your Vehicle. If You sell or transfer the Vehicle to another person, they will be entitled to the benefit of the remainder of the Warranty Period;

is use/purposes, and not for any other use/purpose;

We give You if the Vehicle is used for any purpose other than the Work (unless We explicitly tell you otherwise).

conditions of any kind;

trials;

which exceeds its design limitations (exceeding maximum load capacity for example);

which does not conform with the Manufacturer's instructions;

tain the Vehicle in accordance with the Manufacturer's instructions.

10. **[Courtesy Car**

10.1 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 the unavailability of a car or any other reason, and We

will not be bound to do so and may decline to do so due to the unavailability of a car or any other reason, and We

A

M

P

L

E

S

will not in any case
driver to use a cour
Clause 10.2) to be
provide one it will b
and conditions of a

r if the person You nominate as a
is not eligible (as set out in sub-
st a courtesy car and We agree to
first complete and accept the terms
;

10.2 We will not provide
as a driver to use a

r unless the person You nominate
half is eligible as follows:

10.2.1 That person
held for at
provided with
s/he has s
counterpart

(nal) driving licence which s/he has
>> g. 1 year>> at the date of being
if s/he has a UK driving licence,
photocard licence and the paper
a licence);

10.2.2 S/he is at le
age;

t more than <<e.g. 75>>] years of

10.2.3 S/he has no
driving licence

> penalty points on his/her Your

10.2.4 S/he has no
months or n
period of <<
courtesy car

iving for a period of <<e.g. 12>>
, DD, DR or UT Offence within a
e date of being provided with the

10.2.5 S/he has sh
driving licence
which includ
include, but
bill.]

entification (in addition to his/her
g the courtesy car, at least one of
ess. Such forms of identification
sport, bank statement and a utility

11. **Cancellation**

11.1 If under sub-Clause
any deposit or prep
less any amount Yo
will still be liable to p

ork booked, and You have paid Us
se 3.1, We shall return it to You
part(s) of this Clause 11, but You
the amount You owe Us;

11.2 If, on or after You h
be carried out, Yo
Work, You must pa
We so decide, for
reasonable judgemen
<<insert period e.g.
those parts. We wil
used to calculate th
invoice;

e to Our premises for the Work to
We have by that time begun the
for all parts We have used and, if
ordered but not yet used if in Our
e or sell those ordered parts within
of invoice You for that labour and
our at the same hourly rate as We
apply to the payment of any such

11.3 The parts We have
Our property. We
accounting to You f
sub-Clause 11.2;

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

11.4 If You cancel any b
must return it to Us

ave a courtesy car from Us, You

11.5 Once You have pai
the collection of) Y
Vehicle remains on
storage at the rate

s, You shall collect (or arrange for
>> insert period e.g. 7 days>>. If Your
at period. You shall pay Us for its
er day. We will not release Your

A

M

P

L

E

Vehicle until You have collected it (including the storage charge).

that You owe Us (including the

12. Data Protection

12.1 All personal information that We collect, process, and hold in accordance with the General Data Protection Regulation (GDPR) shall be collected, processed, and held in accordance with the General Data Protection Regulation (GDPR).

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

12.2 For complete details of the processing, storage, and retention of personal data included in these Terms and Conditions, the legal basis for the processing, details of Your rights and how to exercise them, and how to contact Us, please refer to Our Privacy Notice at <<insert link to Our Privacy Notice>>.

processing, storage, and retention of personal data included in these Terms and Conditions, the legal basis for the processing, details of Your rights and how to exercise them, and how to contact Us, please refer to Our Privacy Notice at <<insert link to Our Privacy Notice>>.

13. Changes to Terms and Conditions

We may from time to time amend these 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.

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.

14. 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 there may be occasions when You have a complaint about the Garage or Our Services or any other matter. If You have any complaint, please raise the matter with <<insert name of person to contact>> at the Garage [or << by phone or email or post>>].

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 there may be occasions when You have a complaint about the Garage or Our Services or any other matter. If You have any complaint, please raise the matter with <<insert name of person to contact>> at the Garage [or << by phone or email or post>>].

15. 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 right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You do not waive any other provision.

any rights under these Terms and Conditions means that We do not waive any subsequent right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You do not waive any other provision.

16. 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.

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.

17. Third Party Rights

17.1 No part of the contract is intended to confer rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.

is intended to confer rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.

17.2 Subject to this Clause 17, the contract shall continue and be binding on the assignees of either Party as required.

When You and Us shall continue and be binding on the assignees of either Party as required.

18. Entire Agreement

18.1 The documents contained in this contract constitute the entire agreement between You and Us in respect to its subject matter and

between You and Us contain the entire agreement between You and Us in respect to its subject matter and

S

A

M

P

L

E

S

may not be modified or amended in writing signed by the duly authorised representative of the Party

ent in writing signed by the duly

18.2 Each Party acknowledges that by entering into the contract, neither Party gives any warranty, representation, warranty or other provision except as expressly stated in the documents comprising the contract, and all conditions, terms and other terms implied by statute or common law are excluded to the extent permitted by law.

g into the contract, neither Party representation, warranty or other in the documents comprising the other terms implied by statute or nt permitted by law.

19. **Law and Jurisdiction**

A

19.1 These Terms and Conditions (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

relationship between You and Us shall be governed by, and construed in

19.2 Any dispute, controversy or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

claim between You and Us relating to (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

M

P

L

E