# **CAR REPAIR TERMS AN**

## **BACKGROUND:**

These Terms and Conditions are t

- A. to the provision to the Custobelow) by the Garage, nare company registered in registration number>> whe Garage"); and
- B. where the Customer is no 2015.

## 1. Definitions and Interpreta

 In these Terms an following expression

"Business"

"Consumer"

["Courtesy Car Agreement"]

"Customer/You/Your"

"Estimate"

"Force Majeure"

"Garage/Us/We/Our"

"Invoice"

# ITE RESO

## TE RESOLUTION) (B2B)

apply:

s "Services" is defined in Clause 1 arage>> [of <<Address>>] OR [a n>> under number <<company at <<re> at <<re> ("the

ned by the Consumer Rights Act

e context otherwise requires, the anings:

ade, craft, or profession carried person/organisation;

as defined by the Consumer to say an individual who receives his/her personal use and for nly outside the purposes of any

eement between You and Us agreement on which You, or your on acting on Your behalf, have ordance with Clause 10 of these

ne Garage who requires its ing as a Consumer;

ng the approximate Price of the

s beyond the reasonable control including, but not limited to: service provider failure; strikes, strial action suffered by the Party actors; civil unrest; fire; explosion; kes; subsidence; acts of terrorism acts of war; governmental action; al disaster;

me of Garage>> garage whose contact address is [the same [insert other address] and e shall include reference to any ling mechanics;

iving the Total Price of the Work;

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(B2B)

"Manufacturer"

"Price"

"Quotation"

"Services"

"Total Price"

"Vehicle"

"Warranty Period"

"Work"

- 1.2 Unless the context Conditions to:
  - 1.2.1 "writing", an communicat similar mear
  - 1.2.2 a statute or provision as
  - 1.2.3 "these Term Conditions a the relevant
  - 1.2.4 a Clause or Conditions:
  - 1.2.5 a "Party" or Conditions;
- 1.3 The headings used and will not affect th
- 1.4 Words signifying the
- 1.5 References to any

## 2. **Booking**

- 2.1 You may request booking) by <<inser</li>
- 2.2 When You request
  - 2.2.1 <<insert detail
  - 2.2.2 <<insert detail
  - 2.2.3 <<insert detail

er of the Vehicle;

ve fee payable for the Work and any additional charges;

ng the agreed fixed Price of the ot vary without Your explicit

air [or maintenance] of Vehicles;

ny VAT chargeable on the Price

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

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

ervices that We agree to provide

th reference in these Terms and

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

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

reference to these Terms and s as amended or supplemented at

e to a Clause of these Terms and

the parties to these Terms and

nditions are for convenience only Terms and Conditions:

e plural and vice versa; and.

ther gender.

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

Us the following information:

details>>;

equired>>;

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2.2.4 <<insert detail

2.2.5 <<insert detail

2.3 [We shall provide Y required information

# 3. Investigation and Diagno

- 3.1 Following the booki it may be necessary on the Vehicle in or
- 3.2 Investigative and d Garage and the Cuto commencement. a limit has been agr

## 4. Estimates and Quotation

- 4.1 We will prepare an VAT thereon) to Y based on the det gathered from any i
- 4.2 If You agree the E
  Our issuing it to Yo
  the fixed Price plus
- 4.3 [We may charge Yo to make that charg Quotation;]
- 4.4 If You accept the C Our issuing it to Yo use Our reasonab commencement of originally requested be binding contract
- 4.5 You may accept ar post;
- 4.6 You confirm that, in a person, company purposes of a Busir

# 5. Payment and Invoices

- 5.1 If We require a dep Quotation and You shall hold it in a sec be returned to You:
- 5.2 From the point at w which You have pa Your Vehicle (i.e. a work done to that page 1.5.2)
- 5.3 Following Our comp
- 5.4 The invoice will pro

age of Vehicle>>:

vering the Vehicle>>;

which shall provide prompts for all

lation of an Estimate or Quotation act investigative or diagnostic work are of the Work required; and

r a charge to the Customer. The a financial limit for such work prior nostics shall take place until such

ontaining the fixed Price plus any rst class post giving an Estimate additional information We have cs:

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

ate and / or a Quotation. If We are fore We produce the Estimate or

number of days, e.g 14>> days of the booking to You and We shall re that the date We agree for as possible to that which You ve You that confirmation will there the Work:

by email, telephone or first class

quest(s) for any Services, You are o is acting wholly or mainly for the mer".

ent, We shall state it clearly in the ert time period e.g. 14 days>>; We s to return it to You where it has to

e commences up until the point at We shall have a general lien on property until payment is made for

hall issue an invoice to You;

summary of all of the Work done

and will provide ful payable for it with a

- 5.5 The invoice will als warranty set out in (
- 5.6 All sums due will be date of the relevant
- 5.7 You may make payailable>>;
- 5.8 In addition to Our rithe Vehicle at You written notice to You will begin no earlier the relevant invoice
- 5.9 From the due date 5.8, any outstanding percentage >> % about ime until You make

## 6. Insurance Claims and Ac

- 6.1 If the Work to be claim, You (or the must sign any doc payment to Us for the claim.)
- 6.2 We shall not be re returning the Vehic insurer including, but

# 7. The Work

- 7.1 We shall use reaso completion of the \( \) when it is booked availability of parts the Work on the dat total amount of the
- 7.2 If We cannot carry or a delay in their Clause 7.1), You m
- 7.3 We shall agree with going to use (exception We shall explain to that You do not need to the shall agree with t
- 7.4 We shall only use original parts or the Manufacturer. If We will tell You Our reasexplicitly consent;
- 7.5 We will tell You beforestimate that We w

labour including the Total Price n separately;

the Vehicle and will refer to the

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

escription of payment methods

5.2, We shall have the right to sell ue remains unpaid following Our e.g. 30 days>>. That notice period d e.g. 30 days>> after the date of

e the action set out in sub-Clause est on a daily basis at <<insert sert name of bank>> from time to

le is the subject of an insurance is not the same person or entity) insurer to be signed to authorise

in completing the Work and / or ay arises out of any actions of the olding of payment.

sure that all parts required for the enable Us to carry out the Work We will tell You if, due to nonery, We are unable to commence a You and to complete it within the ause 7.5:

ork due to non-availability of parts tell You that (as set out in subments with Us for a re-booking or at out in Clause 13;

the Work on all parts that We are rts referred to in sub-Clause 7.6). eded unless You explicitly tell Us

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

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

needed under sub-

- 7.6 If We find during th and / or labour, We if You first explicitly and give You an elabour and also an out the additional W
- 7.7 The amount of time intended as our bes agreed fixed time by within time estimate.
- 7.8 Subject to the limit taken does exceed << days or hours>> will nevertheless all percentage>> per reasonable discretion
- 7.9 We replace any parand examine up to may only remove the environmentally resumed remove the parts, and
- 7.10 We shall use reason Your Vehicle and advise You to remove Work.

## 8. Vehicle Warranties

- 8.1 If the Vehicle is c perforation warranty out, We shall carry those warranties a using original or Ma
- 8.2 If Our compliance v You of alternatives alternatives (includ warranties). The d alternative shall be
- 8.3 Before We begin ar organisation's warra Work; and
- 8.4 We shall not be r warranties where Y

# 9. **Sub-Contracting**

We may sub-contract any provided that any sub-copractices and provided that Your prior consent.

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 of additional time We need to carry needing it;

r sub-Clauses 7.5 and 7.6 is only It will not be of the essence or an ple endeavours to complete Work

bility under Clause 10, if the time by more than << insert number>> for any excess time taken but We the Price [not exceeding <<insert amount that We decide in Our xcess time taken.

inal parts available to You to view hat You collect Your Vehicle. You ge if You will dispose of them in an I do not wish to inspect and / or mafter You collect Your Vehicle;

nsure that We take good care of is inside it but We nevertheless the Vehicle before We begin the

rer's new vehicle warranty, antiinty at the time the Work is carried way that adheres to the terms of specifications and documentation,

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

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

any failure to comply with any bse warranties.

der these Terms and Conditions asonably skilled in the relevant ou any additional charges without

#### 10. Insurance, Damage and L

- We shall at all tim 10.1 public liability insura
- 10.2 We shall not be lial failure to follow Our
- 10.3 We will not be lia obligations where s
- 10.4 We shall not be lia any breach by Us o term of Our contra condition or other to negligence or other
  - 10.4.1 loss of use
  - 10.4.2 interruption
  - loss of inco 10.4.3
  - 10.4.4 loss of bus
  - 10.4.5 loss of prof
  - 10.4.6 loss of anti
  - 10.4.7 any indired or other cla

arising from any ac sub-contractors or performance of Our Our contract with Yo

10.5 Nothing in these Terms a liability for death or persor employees, agents or sub-

#### 11. **Warranty and Guarantee**

- 11.1 We warrant the W <<insert period e.d 24.000 miles>> whi
- 11.2 Unless We explicit warrant all parts that <<insert period e.d 24,000 miles>> wh vary due to their or We will tell You in Period or distance f
- 11.3 If any Work done shall carry out the r You:
- 11.4 Any warranty that otherwise transfer entitled to the benef

le and valid insurance, including

r damage You suffer due to Your structions:

lure or delay in performing Our s from Force Majeure;

cluding negligence) by reason of s and Conditions or other express by Us of any implied warranty. nnocent misrepresentation, or any anv:

al loss, damage, costs, expenses

ny of Our agents or employees or entity in connection with the r these Terms and Conditions and

ed to or will exclude or limit Our negligence (including that of Our r fraudulent misrepresentation.

hvoice for a Warranty Period of stance of <<insert distance e.g.

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

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

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

(B2B)

- 11.5 We provide Servic Consumer use/purp
- 11.6 We will be entitled t for anything other otherwise). This inc
  - 11.6.1 Participating
  - 11.6.2 Participating
  - 11.6.3 Use of the (exceeding r
  - 11.6.4 Use of the Manufacture
  - 11.6.5 Failure to se the Manufac

# 12. [Courtesy Car

- 12.1 We may loan You a decline to do so du will not in any case driver to use a cou Clause 12.2) to be provide one it will be and conditions of a
- 12.2 We will not provide as a driver to use a
  - 12.2.1 That person held for at provided wit s/he has s counterpart
  - 12.2.2 S/he is at le age;
  - 12.2.3 S/he has no driving licent
  - 12.2.4 S/he has no months or n period of << courtesy car
  - 12.2.5 S/he has sh driving licend which include include, but bill.1

## 13. Cancellation

13.1 If under sub-Clause any deposit or prepless any amount You will still be liable to p

use/purposes, and not for any

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

titions of any kind;

trials:

h exceeds its design limitations for example);

which does not conform with

ain the Vehicle in accordance with

Il not be bound to do so and may car or any other reason, and We if the person You nominate as a is not eligible (as set out in subst a courtesy car and We agree to rst complete and accept the terms:

unless the person You nominate half is eligible as follows:

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

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

penalty points on his/her Your

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

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

ork booked, and You have paid Us se 5.1, We shall return it to You part(s) of this Clause 13, but You the amount You owe Us:



- 13.2 If, on or after You he carried out, You Work, You must pa We so decide, for reasonable judgeme <<insert period e.g those parts. We will used to calculate the invoice;
- 13.3 The parts We have Our property. We accounting to You I sub-Clause 13.2;
- 13.4 If You cancel any I must return it to Us
- 13.5 Once You have pai the collection of) Y Vehicle remains on storage at the rate Vehicle until You h storage charge).

## 14. Data Protection

- 14.1 All personal informati in accordance with Protection Regulation
- 14.2 For complete details personal data includ data is used, the legato exercise them, and Our Privacy Notice as

## 15. Customer Confidence an

- 15.1 We are committed work and service, a may ask You to cor of the Work. Wheth You do, it will help standards of work for the work and work for the work for the work and work for the work and work for the work and work a
- 15.2 Whilst We always experience as a cu hear from You if Yo
- 15.3 If You are not entire
  Work or Our Service
  please raise the m
  who can be contact
  shall respond with
  complaint, giving Yo

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

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

ave a courtesy car from Us, You

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

be collected, processed, and held egulation 2016/679 General Data ts under the GDPR.

essing, storage, and retention of he purpose(s) for which personal g it, details of Your rights and how (where applicable), please refer to ation>>.

### hplaints

omers receive a high standard of feedback from Our customers. We action survey following completion t will be for You alone to decide. If ality service and to improving Our ers;

ndeavours to ensure that Your ive one, We nevertheless want to nplaint; and

k or have any complaint about the int about Us or any of Our staff, of customer service manager>> by phone or email or post>>]. We after the date We receive Your nd to resolve Your complaint.

# 16. **Dispute Resolution**

- 16.1 If after We give Yo and You are not a complaint or are no matter through ne have the authority to
- 16.2 [If negotiations un <<insert period>> o attempt to resolve Dispute Resolution
- 16.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 16.4 The seat of the arbi
  The arbitration sha
  Arbitration as agree
  unable to agree on
  may, upon giving v
  Deputy President fo
  the appointment of
  that may be require
- 16.5 Nothing in this Cla applying to a court f
- 16.6 The Parties hereby dispute resolution u Parties.

## 17. Changes to Terms and C

We may from time to time notice, but We will use C reasonably possible of any

## 18. No Waiver

No failure or delay by Us Conditions means that We of a breach of any provision will waive any subsequent

## 19. Severance

If any provision of these Tobe invalid or unenforceable these Terms and Condition be affected.

nd to resolve Your complaint, We is by which We will resolve Your Parties shall attempt to resolve the proposition appointed representatives who

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

16.2 does not resolve the matter lat procedure, or if either Party will he dispute may be referred to

16.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are Rules for Arbitration, either Party r Party, apply to the President or hartered Institute of Arbitrators for ors and for any decision on rules

either Party or its affiliates from

ind outcome of the final method of [not] be final and binding on both

nd Conditions without giving You urs to inform You as soon as is

hy rights under these Terms and right, and no waiver by Us or You Conditions means that We or You y other provision.

eld by any competent authority to validity of the other provisions of the provision in question shall not

# 20. Third Party Rights

- 20.1 No part of the contraction third parties and ac shall not apply to the
- 20.2 Subject to this Clau be binding on the required.

# 21 Entire Agreement

- 21.1 The documents co entire agreement b may not be modifie authorised represer
- 21.2 Each Party acknown gives any warrant provision except a contract, and all contract common law are ex

## 22 Law and Jurisdiction

- 22.1 These Terms and (whether contractual accordance with En
- 22.2 Any dispute, contro to these Terms an subject to the jurisd

is intended to confer rights on any (Rights of Third Parties) Act 1999

en You and Us shall continue and and assigns of either Party as

etween You and Us contain the respect to its subject matter and ent in writing signed by the duly

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

lationship between You and Us governed by, and construed in

aim between You and Us relating contractual or otherwise) shall be aland and Wales.

