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“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 of these Conditions to:

ch reference in these Terms and

1.2.1 “writing”, and any other communication in any form, including electronic or facsimile transmission or similar means;

ion, includes a reference to any communication in any form, including electronic or facsimile transmission or similar means;

1.2.2 a statute or regulation or any provision of any statute or regulation;

e is a reference to that statute or regulation as in force at the relevant time;

1.2.3 “these Terms and Conditions” and any other document referred to in these Terms and Conditions at the relevant time;

a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Clause or paragraph of these Terms and Conditions; and

e to a Clause of these Terms and Conditions;

1.2.5 a “Party” or “parties” of these Terms and Conditions;

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;

nditions are for convenience only and will not affect the interpretation of these Terms and Conditions;

1.4 Words signifying the plural shall include the singular and vice versa; and

e plural and vice versa; and.

1.5 References to any gender shall include the other gender.

other gender.

2. Booking

2.1 You may request a booking (subject to Our confirming the booking) by <<insert method>>;

k (subject to Our confirming the booking) by <<insert method>>;

2.2 When You request a booking, You shall provide Us the following information:

e Us the following information:

2.2.1 <<insert details>>;

<<insert details>>;

2.2.2 <<insert details>>;

2.2.3 <<insert details>>;

required>>;

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needed under sub-

7.6 If We find during the Work and / or labour, We shall advise You if You first explicitly agree to it and give You an estimate of the additional labour and also an estimate of the additional Work

at We need to use additional parts or carry out additional Work. We will tell You immediately of additional parts and of additional time We need to carry out the additional Work

7.7 The amount of time intended as our best estimate of the agreed fixed time for the Work within time estimate

for sub-Clauses 7.5 and 7.6 is only an estimate. It will not be of the essence or an obligation for Us to make reasonable endeavours to complete Work

7.8 Subject to the limitation of liability under Clause 10, if the time taken does exceed << insert number >> << days or hours >> We will nevertheless allow an additional << insert percentage >> per cent in the Price [not exceeding <<insert number >> per cent] in Our reasonable discretion

liability under Clause 10, if the time taken does exceed << insert number >> << days or hours >> for any excess time taken but We will nevertheless allow an additional <<insert number >> per cent in the Price [not exceeding <<insert number >> per cent] in Our reasonable discretion of the excess time taken.

7.9 We replace any parts and examine up to << insert number >> of them. You may only remove them if You are environmentally responsible. We shall remove the parts, << insert number >> of them and

original parts available to You to view << insert number >> of them that You collect Your Vehicle. You may only remove them if You will dispose of them in an environmentally responsible way. You do not wish to inspect and / or remove them after You collect Your Vehicle;

7.10 We shall use reasonable care to ensure that We take good care of Your Vehicle and its contents. We shall 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 do not accept liability for the loss of 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, perforation warranty or other warranty, We shall carry out the Work using those warranties and using original or Manufacturer's parts;

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

8.2 If Our compliance with those warranties causes Us additional cost, We will tell You of alternatives and in full the consequences of those alternatives (including the voiding of the Manufacturer's warranties). The cost of the alternative shall be << insert number >> per cent of the cost of the alternative.

causes Us additional cost, We will tell You in full the consequences of those alternatives (including the voiding of the Manufacturer's warranties) or not We will follow any such alternative.

8.3 Before We begin any Work, We shall obtain the Manufacturer's or a third party organisation's warranty for the Work; and

we shall obtain the Manufacturer's or a third party organisation's warranty for the Work with their consent to Us carrying out that Work.

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

any failure to comply with any warranties where You are responsible.

9. Sub-Contracting

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

under these Terms and Conditions We may sub-contract any Work to a reasonably skilled person or organisation without You any additional charges without Your prior consent.

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10. Insurance, Damage and Liability

10.1 We shall at all times maintain and valid insurance, including public liability insurance

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

10.3 We will not be liable for any loss, damage or delay in performing Our obligations where such is caused by Force Majeure;

10.4 We shall not be liable for any loss, damage or delay (including negligence) by reason of any breach by Us of any term of Our contract, any Condition or other express or implied warranty, condition or other term of Our contract, innocent misrepresentation, or any other cause, except in so far as any such loss, damage or delay is caused by Us or our negligence or other fault:

10.4.1 loss of use

10.4.2 interruption

10.4.3 loss of income

10.4.4 loss of business

10.4.5 loss of profit

10.4.6 loss of anti-rust treatment

10.4.7 any indirect loss, damage, costs, expenses or other claim

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

10.5 Nothing in these Terms and Conditions shall be construed as intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our agents or employees) or fraudulent misrepresentation.

11. Warranty and Guarantee

11.1 We warrant the Work covered by the invoice for a Warranty Period of <<insert period e.g. 24 months>> or a distance of <<insert distance e.g. 24,000 miles>> whichever is the shorter.

11.2 Unless We explicitly state otherwise on the invoice, when We invoice You, We shall warrant all parts that are covered by the invoice for a Warranty Period of <<insert period e.g. 24 months>> or a distance of <<insert distance e.g. 24,000 miles>> whichever is the shorter. The warranties on certain parts may vary due to their original manufacturer's warranty conditions, and in that case We will tell You in writing. We shall document Our different Warranty Period or distance for each part.

11.3 If any Work done during the Warranty Period, We shall carry out the necessary repairs and replacements at no additional cost to You;

11.4 Any warranty that is transferred to Your Vehicle. If You sell or otherwise transfer the Vehicle to another person, they will be entitled to the benefit of the remainder of the Warranty Period;

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11.5 We provide Service for your use/purposes, and not for any Consumer use/purpose.

11.6 We will be entitled to limit the amount of any claim We give You if the Vehicle is used for anything other than the purposes set out in Clause 11.5 (unless We explicitly tell you otherwise). This includes:

11.6.1 Participating in any competition or promotion of any kind;

11.6.2 Participating in any trial or test drive or other promotional activity;

11.6.3 Use of the Vehicle for any purpose which exceeds its design limitations (exceeding maximum speed, load capacity, etc.) (for example);

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

11.6.5 Failure to service or maintain the Vehicle in accordance with the Manufacturer's instructions.

12. **[Courtesy Car**

12.1 We may loan You a car for use as a courtesy car. We will not be bound to do so and may decline to do so due to availability of a car or any other reason, and We will not in any case provide a car if the person You nominate as a driver to use a courtesy car is not eligible (as set out in sub-Clause 12.2) to be provided with a courtesy car and We agree to provide one it will be provided complete and accept the terms and conditions of a loan agreement.

12.2 We will not provide a car as a courtesy car unless the person You nominate as a driver to use a courtesy car is eligible as follows:

12.2.1 That person has a valid (national) driving licence which s/he has held for at least <<e.g. 1 year>> at the date of being provided with the courtesy car, if s/he has a UK driving licence, a provisional driving licence and the paper counterpart (if s/he has a licence);

12.2.2 S/he is at least <<e.g. 17>> years of age;

12.2.3 S/he has not received > <<e.g. 6>> penalty points on his/her Your driving licence;

12.2.4 S/he has not been disqualified from driving for a period of <<e.g. 12>> months or more, or received a <<e.g. 3, 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 S/he has shown valid identification (in addition to his/her driving licence) when taking possession of the courtesy car, at least one of which includes a photograph. Such forms of identification include, but are not limited to, a passport, a driving licence, a bank statement and a utility bill.]

13. **Cancellation**

13.1 If under sub-Clause 13.1, You have booked a car for work booked, and You have paid Us any deposit or prepayment, then, under Clause 5.1, We shall return it to You less any amount You have paid Us. If You cancel any part(s) of this Clause 13, but You will still be liable to pay Us the amount You owe Us;

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16. **Dispute Resolution**

16.1 If after We give You notice and You are not able to resolve the complaint or are not able to resolve the matter through negotiations, We shall have the authority to

and to resolve Your complaint, We shall determine the method by which We will resolve Your complaint. The Parties shall attempt to resolve the matter through negotiations or appointed representatives who

16.2 [If negotiations under these Terms do not resolve the matter within the period of time specified in <<insert period>> or if the Parties do not attempt to resolve the matter through negotiations, the Parties shall attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.

to not resolve the matter within the period of time specified in <<insert period>> or if the Parties do not attempt to resolve the matter through negotiations, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.

16.3 [If the ADR procedure does not resolve the matter within the period of time specified in <<insert period>> or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

16.2 does not resolve the matter within the period of time specified in <<insert period>> or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

16.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

16.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

16.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

either Party or its affiliates from applying to a court for an injunction or other relief.

16.6 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under these Terms shall [not] be final and binding on both Parties.

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17. **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.

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.

18. **No Waiver**

No failure or delay by Us in exercising any rights under these Terms and Conditions means that We or You will waive any subsequent breach of any provision of these Terms and Conditions.

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You will waive any subsequent breach of any provision of these Terms and Conditions.

19. **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.

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20. **Third Party Rights**

20.1 No part of the contract is intended to confer rights on any third parties and no provision shall not apply to the (Rights of Third Parties) Act 1999

20.2 Subject to this Clause, when You and Us shall continue and be binding on the and assigns of either Party as required.

21. **Entire Agreement**

21.1 The documents between You and Us contain the entire agreement between You and Us in respect to its subject matter and may not be modified or amended in writing signed by the duly authorised representative of either Party.

21.2 Each Party acknowledging its entry into the contract, neither Party gives any warranty, representation, warranty or other provision except as set out in the documents comprising the contract, and all other terms implied by statute or common law are excluded, in so far as they are not permitted by law.

22. **Law and Jurisdiction**

22.1 These Terms and Conditions govern the relationship between You and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with English law.

22.2 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.

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