

CAR REPAIR TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the repair [and maintenance] of motor vehicles by PC Motors Unit 1a Elm Road Horfield Bristol BS7 8RJ.

1.

Definitions and Interpretation

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

["Courtesy Car Agreement"]

[means a separate agreement between the Customer and the Garage governing the terms of any

"Customer"

means the individual consumer that requires the services of the Garage;

“Estimate”

means a document setting out the approximate Price of the Work;

“Invoice”

means a final invoice setting out the total Price for 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 setting out the agreed fixed Price of the Work which shall not be varied without

“Vehicle”

means the Customer’s vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer

“Warranty Period”

means the duration of the warranties provided by the Garage in accordance with Clause 9 of these

“Work”

means the repair [and maintenance] services provided by the Garage to the Customer.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.a.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

2.a.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;

2.a.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;

2.a.4a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and

2.a.5a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4Words imparting the singular number shall include the plural and vice versa.

1.5References to any gender shall include the other gender.

1.

Booking

1.6The Garage accepts bookings for Work from Customers through telephone, e-mail and personal booking.

1.7When making a booking the Customer shall be required to provide the following information:

Customer Contact Details, Preferred Date, Nature of Repair, Make Model and Age of Vehicle

Any warranties covering the vehicle.

1.8 The Garage shall provide a booking time to the Customer once all the relevant information has been received.

1.9 Based upon the details provided by the Customer the Garage will prepare and submit an Estimate to the Customer either by email or telephone which shall set out the estimated Price.

1.10 If required the agreed price will be confirmed in writing.

1.11 Following the Customer's acceptance of the Quotation the Garage shall confirm the booking and shall use its best and reasonable endeavours to ensure that the date is as close to that originally requested by the Customer as possible.

1.12 Acceptance of both Estimates and Quotations may be made by email, telephone or first class post.

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Payment and Invoices

1.13 If a deposit or similar prepayment is required, this shall be clearly stated in the Quotation and must be paid before work is carried out.

1.14 From the point at which Work on the Vehicle commences up until the point at which all sums due are paid in full the Garage shall have a general lien on the Vehicle and its contents for all sums due.

1.15 Following completion of the Work, the Garage shall issue an invoice to the Customer.

1.16 The invoice shall provide a comprehensive summary of all work done and shall provide full details of all parts and labour including the Price payable therefor and the VAT payable thereon.

1.17 In addition to the details set out in sub-Clause 3.4 the invoice shall also show the mileage of the Vehicle and shall refer to the warranty set out in Clause 9.

1.18 All sums shall be due on collection of the vehicle.

1.19 Payment may be made by cash, cheque, card or BACS.

1.20 The Garage shall be entitled to sell the Vehicle at the expense of the Customer in the event that sums remain unpaid for a period of 30 days..

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Insurance Claims and Accident Damage

1.21 If the Work to be carried out on the Vehicle is the subject of an insurance claim the Customer (or the policyholder if they are not the same person) may be required to sign documents required by the insurer to authorise payment to the Garage for the Work.

1.22 The Garage shall not be responsible for any delays in completing the Work and / or returning the Vehicle to the Customer where such delays arise out of the actions of the insurer including, but not limited to, the withholding of payment.

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The Work

1.23 The Garage shall use its best and reasonable endeavours to ensure that all parts required for the completion of the Work will be in stock at the time of the booking. If, due to non-availability of parts or a delay in delivery, it will not be possible for the Work to be completed as arranged the Garage will inform the Customer and make arrangements for a re-booking.

1.24 If Work cannot be undertaken on time as set out in sub-Clause 5.1 the Customer may exercise their right to cancel as set out in Clause [11].

1.25 All parts to be used (with the exception of additional parts referred to in sub-Clause 5.6) shall be agreed upon by the Customer and the Garage prior to commencement of the Work.

1.26 All parts to be used shall be new and shall be either Manufacturer's original parts or those produced by a third party and authorised by the Manufacturer. If the Garage chooses to deviate from this provision in any way the Customer must be informed of the reasons for such deviation and must give their express consent before the use of such parts occurs.

1.27 The time required for the Work will be agreed upon by the Customer and the Garage prior to commencement of the Work, subject to the additional time which may be required under sub-Clause 5.6. The Garage shall use its best and reasonable endeavours to ensure that the Work is completed within the agreed time period. Notwithstanding the provisions of this Clause however time shall not be of the essence of these Terms and Conditions. The Customer shall be informed promptly of any overruns and the reasons therefor.

1.28 During the course of the Work it may become evident that additional parts and / or labour is required. In this event no additional Work will be carried out nor parts ordered without the prior consent of the Customer. The Garage will inform the Customer immediately and provide an estimate for the additional parts and labour.

1.29 If any parts are replaced, the original parts will be made available to the Customer for viewing and examination up to and including the time that the Customer collects the Vehicle. The Customer shall only remove those parts from the garage if they will be able to dispose of them in an environmentally responsible manner. If the Customer does not wish to inspect and / or remove the parts the Garage shall dispose of them following collection of the Vehicle.

1.30 The Garage shall use its best and reasonable endeavours to ensure that good care is taken of the Vehicle and any of the Customer's possessions which may be inside it. Notwithstanding this provision the Customer is advised to remove all possessions from the Vehicle prior to the start of the Work.

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Vehicle Warranties

1.31 If the Vehicle is covered by a Manufacturer's new vehicle warranty, anti-perforation warranty or rust / corrosion warranty at the time of the Work the Garage shall ensure that all work is carried out in accordance with the terms of those warranties and with the Manufacturer's specifications and documentation, using original or Manufacturer-authorized parts.

1.32 If additional cost will be incurred by such conformity the Customer will be informed of alternatives and will have the consequences of such alternatives (including, but not limited to, the voiding of the Manufacturer's warranties) explained to them in full. The Customer's decision shall be final.

1.33 The Garage shall obtain the consent of any warranty provider (whether that is the Manufacturer or a third party organisation) prior to the commencement of any work covered by that warranty.

1.34 The Garage shall not be responsible for any failure to comply with any warranties where the Customer has not made the Garage aware of the same.

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Sub-Contracting

The Garage shall be free to sub-contract any of its obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to the Customer without the Customer's prior authorisation.

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Insurance, Damage and Liability

1.35 The Garage shall have in place at all times suitable and valid insurance which shall include public liability insurance.

1.36 The Garage's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions shall be limited to the market value of the item.

1.37 The Garage is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Garage or by the Manufacturer.

1.38 Nothing in these Terms and Conditions shall limit the Garage's liability for death or personal injury.

1.39 The Garage shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Garage's carrying out of the Work or any breach of these

Terms and Conditions.

1.40 The Customer shall indemnify the Garage against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

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Warranty and Guarantee

1.41 The Work shall be warranted from the date of invoice for a Warranty Period of 12 Months or a distance of 12,000 miles whichever occurs first.

1.42 All parts, unless expressly stated otherwise shall be warranted from the date of invoice for a Warranty Period of 12 Months or a distance of 12,000 miles whichever occurs first. Unless the parts have been supplied by the customer in which case no warranty is given. The warranties on certain parts may vary due to their original Manufacturers' warranty conditions. The Customer will be informed of this in writing.

1.43 If any Work done and / or parts used fails during the Warranty Period the Garage shall carry out the necessary repairs and replacements at no additional cost to the Customer.

1.44 Any warranty granted by the Garage applies directly to the Vehicle. If the Customer sells or otherwise transfers the ownership of the Vehicle to another party, that party shall remain entitled to the benefit of the warranty for the remainder of the Warranty Period.

1.45 The warranty may be voided if the Vehicle is used for anything other than normal purposes (unless specifically stated otherwise). This includes:

45.a.1 Participating in racing or other competitions of any kind;

45.a.2 Participating in speed testing or time trials;

45.a.3 Use of the Vehicle in a way which exceeds its design limitations (exceeding maximum towing weight, for example);

45.a.4 Use of the Vehicle in a way which does not conform with Manufacturer's recommendations; and

45.a.5 Failure to service or otherwise maintain the Vehicle in accordance with the Manufacturer's recommendations.

1.46 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a consumer arising out of The Supply of Goods and Services Act 1982.

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Courtesy Car

1.47 The Garage may supply a courtesy car to the Customer. When requesting a courtesy car, the Customer shall be required to complete a Courtesy Car Agreement, accepting the terms and conditions therein.

1.48 The Customer must satisfy the following eligibility requirements:

48.a.1 The Customer must be the holder of a full (as opposed to provisional) driving licence

which has been held for at least 1 year at the date of the booking. In the case of UK driving licences both the photocard licence and the paper counterpart licence must be produced before the courtesy car will be released to the Customer. Copies of licences will not be accepted.

48.a.2 The Customer must be at least 21 [and not more than 75] years of age to be supplied with a courtesy car by the Garage.

48.a.3 The Customer may not have more than 9 penalty points on their driving licence.

48.a.4 The Customer will not be entitled to a courtesy car if they have been banned from driving for a period of 12 months or more as a result of a CD, DD, DR or UT Offence within a period of 5 years prior to the date of the booking.

48.a.5 The Customer must present two forms of identification (in addition to their driving licence) when collecting the courtesy car. At least one should include the Customer's home address. Acceptable forms include, but are not limited to, passports, bank statements and utility bills.

1.49 Notwithstanding the Customer's satisfaction of the eligibility requirements set out in sub-Clause 10.2, the Garage may refuse the loan of a courtesy car to the Customer for any reason including, but not limited to, the non-availability of cars.]

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Cancellation

1.50 The Customer shall have the right to cancel the Work at any time.

1.51 Unless otherwise expressly agreed in writing any deposit or prepayment made in accordance with sub-Clause 3.1 shall not be returned to the Customer in the event of

cancellation.

1.52 If Work has commenced, the Customer will be required to pay for all labour and parts used up until the point of cancellation and shall be invoiced for the same. The provisions of Clause 3 shall apply to the payment of any such invoice.

1.53 If the Garage has ordered parts for the Vehicle but those parts have not been used prior to cancellation it shall have the right to charge the Customer for those parts where, in the sole judgement of the Garage, they are unlikely to be used or sold within a period of 6 months.

1.54 Notwithstanding any payment the Customer may make for parts under sub-Clause 11.4, those parts shall remain the property of the Garage and the Garage shall remain at liberty to use them or dispose of them as it sees fit.

1.55 If the Customer has been provided with a courtesy car it must be returned to the Garage immediately upon cancellation.

1.56 Following the payment of any sums due the Customer shall be required to collect (or arrange for the collection of) the Vehicle as agreed with the garage.

1.

Data Protection

1.57 Subject to the exceptions in sub-Clause 12.2 the Garage will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Garage's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

1.58 The Garage has the right to pass on any personal information provided by the Customer to relevant authorities including, but not limited to, the DVLA and the police. In the event that the Customer is in breach of these Terms and Conditions the Company may also pass on any such information to credit reference agencies and debt recovery agencies.

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Notices

1.59 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

1.60 Notices shall be deemed to have been duly given:

60.a.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

60.a.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

60.a.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

60.a.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

60.a.5 in each case when addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

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No Waiver

No failure by either the Garage or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

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Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

1.

Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

1.

Law and Jurisdiction

1.61 These Terms and Conditions shall be governed by the laws of England and Wales. Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.