

TERMS AND CONDITIONS OF BUSINESS

For Autobody Technic Ltd whose registered office is Unit b4 Deserento Trading Est, St Marys Road, Langley, Berkshire, SL3 7EW. Company Reg: 07006044

1. Definitions and Interpretation

1.1 In these terms unless the context shall require otherwise:

- (a) "Company" means the company whose name and registered office is detailed above and its successors and assigns.
- (b) "Group Company" means any other Company within the Group, including parent, subsidiary, associated, related, close companies or companies of common ownership. These terms and conditions of business form the core of the terms of business for each Group Company;
- (c) "Customer" means the person, firm or company at whose request the Work or Services is to be performed, or Goods supplied.
- (d) "Vehicle" means a vehicle delivered to the Company as bailee upon which the Customer has requested the Company to carry out Work or provide an estimate of Work or a vehicle that is to be appraised for sale or to be marketed for sale or be used as a part exchange or that is left as security. The expression Vehicle, save where the context forbids, wherever used in these conditions includes cars, lorry, van, trailer, caravan, bus, cycle, invalid carriage, and as a separate unit or otherwise, engine, axle, gearbox, clutch, starter and each and every component of a Vehicle.
- (e) "Completion" means, in the case of a contract for Work, the date of the Company's notice to the Customer that Work has been completed or, in the case of a Contract for the supply of Goods, the date those Goods are supplied or are made available for the Customer;
- (f) "Contract" means the contract between the Company and the Customer for the sale or supply of Work and/or Goods;
- (g) "Estimate" or "Assessment" means an estimate given by the Company to the Customer as an Invitation to Treat for the sale or supply of Work and/or Goods;
- (h) "Goods" means any items or parts or replacements thereof to be supplied by the Company under the Contract whether or not supplied in conjunction with Work;
- (i) "Manufacturer" means, in respect of a Vehicle, the manufacturer of the Vehicle;
- (j) "Order" means the instructions written or otherwise received by the Company from the Customer for Work to be done or Goods to be supplied;
- (k) "Price" means the price of the Goods and/or Works as set out in these Terms and Conditions of Business and/or as authorised or agreed to by the Customer and payable by the Customer to the Company;
- (l) "Work" means any services to be performed on a Vehicle at the Customer's request whether by way of repairs, servicing, diagnostics, testing, recovery, research, fitting, storage, inspection, marketing, modification or otherwise, including Goods, labour, parts, services and work sub contracted by the Company;
- (m) "Working Days" means all days other than Saturdays, Sundays and public holidays.

2. Formation of Contract

- 2.1 The Customer's request to the Company to carry out Work or supply Goods is an offer to enter into a contract upon these terms. Acceptance occurs and the Contract is formed upon the first of the following to occur:
- (a) The Company accepting the Customer's duly communicated authority to the Company to proceed with Work and accepting delivery of the Vehicle at its premises; or
 - (b) The Company commencing the Work; or
 - (c) The Company issuing to the Customer an acknowledgement or acceptance of the Order; or
 - (d) In the case of Goods only, the Company proceeding to fulfil the Order.
- 2.2 The Contract is personal to the Customer and the Customer shall not assign the benefit of the Contract without the prior written consent of an authorised representative of the Company.
- 2.3 The Contract, the Customer and their Vehicle and details of the Works and/or Goods and all matters derived thereof are treated by the Company as confidential and shall not be published or communicated unless required to do so in the performance of the Contract or by Law without the consent of the Customer. The use of information by the Company in a statistical or anonymous form is reserved provided the identity is not deducible from the surrounding facts. The Customer agrees to abide by the same level of confidentiality relating to the Contract. Where the Customer requires a higher level of confidentiality this must be expressed in writing before the commencement of works and any reasonable costs in compliance with such request be borne by the Customer. This clause shall not apply to letters of referral, testimonial or

other material provided by the Customer to the Company which the Company agrees to use only where the Customer is not identified unless specifically authorised to do so.

3. Customer Agents

- 3.1 In the event the Company carries out Work or supplies Goods on the authority of the Customer's Agent, including insurer or warranty provider, the Customer's Agent will be deemed to be the Customer and all references to the Customer will be construed accordingly save that this provision will not relieve the Customer from liability to pay to the Company any amount due for the Work and/or Goods which is not recovered or recoverable by the Company from the Customer's Agent. Any excess, betterment, contribution, VAT or unrecoverable element from the Agent will remain the liability of the Customer.
- 3.2 Any Work or Goods supplied in relation to a vehicle pursuant to the order of any driver of the vehicle, of anyone in the Customer's employment who would reasonably be held in a position to make decisions, of any close relative or family member, or of any person who is acting as the Customer's agent, shall be paid for by the Customer.
- 3.3 The Company shall not be obliged to seek confirmation of the authority of any person whom it reasonably believes has the authority of the Customer. Where confirmation is sought or when the Company has reason to question the authority of the person, any delays caused in verification of the person shall not be held against the Company and no damages arising from reasonable verification shall arise.
- 3.4 Any Agent of the Customer who provides an order, instructions, decisions, authority, or otherwise instructs the Company -in relation to the Goods and/or instructs the Company to carry out Works shall be held joint and severally liable for the Price and payment of such on the due date.

4. Estimates

- 4.1 Any Estimate is a considered approximation of the likely costs of Work and/or Goods. Estimates do not constitute an offer by the Company and are valid for seven (7) days from the date stated thereon unless otherwise agreed in writing by an authorised representative of the Company. Estimates are often provided prior to dismantling, striping, diagnosis or testing and even after these actions, further incremental, related or associated defects or problems may become apparent increasing the Estimate or the Goods and/or Work required. The Company agrees to take reasonable care in production of each step or stage of the Estimate.
- 4.2 If the Customer delivers the Vehicle to the Company for the purposes of an Estimate being prepared and does not either give instructions for the carrying out of the Work or collect the Vehicle within seven (7) days from the date of the Estimate the Company shall be entitled to Store the Vehicle and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its Storage charges as set out in clause 21 during such a period.
- 4.3 Unless otherwise agreed in writing by an authorised representative of the Company if, during progress of the Work, it appears that the Estimate will be exceeded by a significant amount, the Company will cease performing Work and notify the Customer of the anticipated costs and will not resume performance of Work until it has received the Customer's express permission (which need not be in writing) to do so.

5. Prices and Variation

- 5.1 Prices stated in any Estimate or communicated to the Customer are based on either the last known price or the price current at the date of the Estimate or communication (as the case may be).
- 5.2 The price is based on parts not in stock being ordered on normal stock terms from our preferred suppliers on normal credit terms, if any parts are ordered on expedited basis the price will be subject to increase to cover loss of discount, credit charges and additional delivery charges or other costs incurred by the Company.
- 5.3 The Company reserves the right to vary the Price by any reasonable amount attributable to a change in the Customer's instructions or any variation in cost to the Company of Goods, materials, and/or Work, sub-contractors or transport required for the performance of the Contract and taxes or any other costs whatsoever between the date of the Contract and the date of Completion or payment (whichever is the later).
- 5.4 The Contract may not be varied without the express consent in writing of an authorised representative of the Company. Any variations so agreed shall not constitute a new contract, but shall be deemed to be an amendment of this Contract.
- 5.5 VAT will be charged on the Price at the rate ruling at the time of delivery of the Goods or Completion or (if different) the basic tax point (as defined in regulations governing VAT from time to time in force) or other Tax, Duty, Levies or charges as come into force from time to time.
- 5.6 If no price is stated or the Works substantially exceed the original Estimate, the Company shall be entitled to charge a proper, fair and reasonable price for the Works and Goods supplied including any stripping,

diagnosis or dismantling leading to determination as to the practicability or otherwise of any Work and any re-assembly thereof.

- 5.7 Where the Vehicle or Goods are being Exported then the Company reserves the right to charge VAT or other taxes, duties, levies or other charges to be held on account until such time as the Vehicle or Goods leave the Country/European Union to the satisfaction of the relevant authorities, and shall not later than 30days after such notification refund to the Customer these sums or parts thereof as notified by the relevant authority.
- 5.8 Where the Company is required to provide security, additional documentation, follow specific processes and procedures, the Company shall be entitled to make a fair and reasonable charge for so doing.
- 5.9 Where any fees or charges relating to Import or Export of Vehicles or Goods are levied by a third party, in so far as they are fair and reasonable, or where they have been incurred due to the Customer's actions or lack thereof or incurred due to the Customer's negligence, the Customer agrees to pay these fees immediately they are notified of them.
- 5.10 A reasonable charge will be made for any special packaging required, either for export or otherwise, to ensure the safe transit of Goods or Vehicle. Where such packaging is waived by the Customer no liability for damage caused by lack of said packaging will be accepted by the Company.
- 5.11 The cost of returning exchange units, cores, or other Goods requiring an exchange will be the responsibility of the Customer. Any failure to return with 7days, or other timeframe as reasonably stipulated by the Company, will incur a fair and reasonable charge as outlined on the estimate or price list. Any exchange unit or core that is returned in an unserviceable or repairable condition shall be subject to the same charge as having returned no Goods.
- 5.12 From time to time where goods from the original equipment manufacturer -- might be no longer available or be otherwise restricted or out of stock, the Company reserves the right to provide alternative equivalent or higher specification substitutes unless the Customer has expressed in writing --that only goods and/or parts from the original equipment manufacturer _ be fitted. Where the Customer chooses parts in alternative to the Original the Company will use __its best endeavours to source and supply such Goods unless it reasonably feels such Goods would affect the safety of or compromise the Vehicle or Goods.
- 5.13 If in the Company's reasonable opinion the operations ordered to be carried out by the Customer cannot be carried out without the vehicle or any part thereof being washed or otherwise cleaned the cost of such washing or cleaning shall be chargeable to the Customer as if the same had been specifically ordered by him.

6. Time

- 6.1 Dates and times given for completion of Work and/or delivery of Goods are estimates only. In relation to this Clause 6 only time shall not be of the essence.
- 6.2 The Company will use reasonable endeavours to perform Work or supply Goods within the time specified (if any) to the Customer. Subject to Clause 14, the Customer shall not be entitled to reject Work and/or Goods completed or delivered by reason of Completion being later than the estimated date.
- 6.3 The Company may reasonably in unforeseen or commercial circumstances suspend or delay delivery and shall not be liable for any loss, damage or delay occasioned by failure to deliver Goods and/or complete Work on the estimated delivery date or time.

7. Payment

- 7.1 The time for payment shall be of the essence of the Contract.
- 7.2 Payment not made in full on the due date will null and void any discounts or concessions agreed or granted to the Customer, whether itemised on an invoice or not, including any reduced hours, reduced hourly rate, discount applied to Goods or Work, and all such charges shall be -payable at their full rate. Where the Company had waived or not charged for elements of Goods or Work, the right to charge the-full- proper fair and reasonable commercial rate for these services is reserved and that should any part of this clause be deemed unfair or unreasonable then a proper fair and reasonable charge be allowed including Goods, Work, discounts, concessions, marketing and other costs incurred.
- 7.3 Unless otherwise expressly agreed in writing by an authorised representative of the Company payment of the Price shall be in cleared funds directly to the Company nominated Bank Account.
- 7.4 Payment by credit will not be accepted unless by the prior express written agreement of an authorised representative of the Company. Where credit terms are permitted they may be withdrawn without notice and any outstanding balance will become due immediately.
- 7.5 The Company reserves the right to vary the Price, as a condition of accepting payment by debit card or credit card or cash payments. The Customer will pay as part of the Price any additional amount reasonably specified by the Company to accept such payments..

- (a) Payments by way of cash are subject to the Customer complying with any requirements of reporting for Government or other regulatory purposes. Any payment so accepted is subject to acceptance of the notes by the bank and any fees or deductions levied by the bank to accept cash shall- be paid by the Customer.
- 7.6 The value of the payment shall be the net value credited to the nominated bank account. Any fees or exchange rate conversion levied by the bank or by the payment processor any other shortfall shall be remedied by the Customer without delay.
- 7.7 The Company may demand a deposit or pre-payment, in full or of a percentage of the Price, from the Customer before commencing or continuing to provide Goods or Work and may suspend Work or the supply of Goods until this has been complied with. Any costs or delays caused in complying with this clause are the sole responsibility of the Customer. Failure to comply with this clause means Works cannot commence or continue on a Vehicle, the Company shall be entitled after the expiration of 7days from the demand to Store the Vehicle and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its Storage charges as set out in clause 21 from the day of the request for the payment.
- 7.8 Where payment is not made in full by the due date the Warranty for any Works or Goods may be suspended or voided until full payment is made. While any monies are owed by the Customer the timeframe for the Company to provide any remedy or Warranty are suspended, where this leads to suspension of Work and Storage of goods or expiry of any third party Warranty then the Customer shall take responsibility for all charges and/or losses associated with such occurrence.
- 7.9 Where the Customer is owed, or claims to be owed, any monies by the Company or any Group Company under this or any other agreement then the Company may apply set off against any monies owed by the Customer to the Company or Group Company.
- 7.10 Goods ordered from stock shall be delivered upon payment of the Price.
- 7.11 Where monies are owed by the Customer to other Group Companies, then at the Company's discretion, the debts to these companies are considered assigned to the Company and debts to the Company.
- 7.12 Where the Goods or Vehicle are released to the Customer or their Agent prior to full payment, the customer takes possession of the them as Bailee for the Company and the Company retains a lien over the them for all unpaid debts to the Company. Until the unpaid debts are settled in full the Customer agrees to return the Goods or Vehicle to the Company on demand. If the Goods or Vehicle are sold by the Customer or his agent while monies are still owed to the Company then the funds shall be held by the Customer as Bailee in trust on behalf of the Company and shall be paid up on demand.
- 7.13 Where any dispute arises relating to Goods, Works or the Contract the Customer agrees to make payment into a mutually agreed nominated solicitors client account equivalent to the monies claimed as owed or outstanding to the Company, pending the outcome of any mediation or court action.

8. Completion

- 8.1 Subject to clause 14 no Order which has been accepted by the Company may be cancelled by the Customer except with the consent of the Company and on terms that the Customer indemnifies the Company in full against all reasonable loss, including, without limitation to, loss of profits, costs, damages, charges and/or expenses incurred by the Company as a result of cancellation or that would have resulted in the Order being completed.
- 8.2 The Company shall notify the Customer when Goods on order from a supplier are ready for collection. If the Customer shall fail to pay for and take delivery of such Goods within seven (7) days of such notice the Company shall (without prejudice to its other rights and remedies under the Contract) be entitled to treat the Contract as repudiated and to sell the Goods. The costs of selling the Goods together with any reduction in price achieved will remain due from the Customer to the Company and be due immediately.
- 8.3 Upon completion of Work the Company shall advise the Customer that the Vehicle is ready for collection and the Customer shall be obliged to pay for Work and/or Goods supplied and collect the Vehicle. The Customer will pay the Company for all Work done and Goods supplied and all other amounts payable to the Company under these terms before the Vehicle may be removed from the Company's premises.
- 8.4 If for any reason Work requested by the Customer is not carried out in full the Company will charge a proper fair and reasonable amount for any Work actually done and the Price for any Goods supplied.
- 8.5 If the Customer shall fail to pay the Price and/or collect the Vehicle within seven (7) days after Completion the Company shall be entitled to Store the Vehicle and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its Storage charges as set out in clause 21.
- 8.6 Interest will be charged on all sums due under or by way of damages for breach of the Contract at the higher equivalent rate of the basic Business Current Account unauthorised borrowing or overdraft interest rate of Barclays Bank plc from time to time in force and shall be calculated and accrue on a day-to-day basis

from the date on which payment fell due until payment whether made before or after judgment has been obtained.

- 8.7 The Company may appropriate any payment by the Customer to such outstanding debt as the Company thinks fit notwithstanding any purported appropriation to the contrary by the Customer.
- 8.8 Without prejudice to the provisions of clause 8.6 and to the Company's other rights and remedies for breach of contract or otherwise, the Company reserves the right to make a late-payment charge to cover the Company's administrative expenses of recovery (up to but not including issue of proceedings). Such charge shall be added to and form part of the Price if the Customer does not make payment in full for the Goods or Work on or before the due date in accordance with these Conditions. The amount of such charge shall be calculated at the higher of £225.00 or 4% of the total invoice.
- 8.9 In addition to clause 8.8 the Company reserves the right to make fair and reasonable charges for any payments charged-back, reversed or bounced, any letters or correspondence in connection with late payment, duplicate invoices or other copy documents, or any other fees incurred, including from third parties, relating to the Customers actions or requests.
- 8.10 In connection with any inspection, repair, or contemplated repair, or other purposes for which a vehicle is accepted by the Company, testing, taking the vehicle to Sub-Contractors, demonstrations, etc., the Customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.
- 8.11 Unless otherwise stated, all service work undertaken is carried out in accordance with, equivalent to or exceeding the manufacturer's schedule. Where elements of the Manufacturers schedule or other items due have been declined by the Customer, the Company is not to be held liable for such decisions of the Customer.
- 8.12 The Company reserves the right to request and have paid on demand any stage, periodic, milestone or monthly payments as it reasonably sees fit while undertaking of the Works or supply of Goods.

9. Lien

- 9.1 If the Customer is in breach of any obligation hereunder to make Payment and/or take delivery of the Vehicle, the Company may serve on the Customer notice of its intention to sell the Vehicle upon the expiry of three months from the date of such notice. If the Customer shall fail within such period to pay all monies and interest due to the Company and take delivery of the Vehicle the Company may sell the Vehicle.
- 9.2 The Company shall have the discretion to and if necessary be entitled to put the vehicle into a saleable or other condition as it reasonably sees fit, including where otherwise the condition of the vehicle would prohibit, be unlawful, be undesirable to potential buyers, to enable the sale of the vehicle, the costs of such Work and Goods being recoverable from the proceeds.
- 9.3 Upon any such sale the Company shall pay the balance of the proceeds of sale to the Customer after the deduction of all monies due to the Company, interest on overdue amounts and all costs of sale including court and legal costs. Any shortfall due to the Company from the Customer will become immediately due in full.
- 9.4 The Company shall have a general lien on any vehicle on which it has done Work or supplied Goods and on any other property in its possession belonging to the Customer for all monies due and owing to the Company by the Customer on any account or invoice whatsoever. The Company shall be entitled to charge for Storage of the Vehicle as set out in clause 21 during any period in which the Vehicle is retained by the Company in exercise of any lien.

10. Delivery

- 10.1 The Company shall not be obliged to seek confirmation of the authority of any person whom it reasonably believes has the authority of the Customer to collect the Vehicle or Parts. Where in any case a person calls to collect a Vehicle or Parts and the Company has no reasonable grounds to believe that he does not have the authority to collect the Vehicle or Parts then the Company shall not be responsible to the Customer for any loss or damage if such person in fact had no such authority and the Company took reasonable steps to protect the Customer from such loss or damage.
- 10.2 The Company reserves the right to seek confirmation of the authority and identification of any person who is collecting a Vehicle or Parts and record those documents, CCTV and photographic records as it sees fit or reasonable.
- 10.3 Delivery of Parts shall be made by the Customer collecting the Parts at the Company's premises at any time after the Company has notified the Customer that the Parts are ready for collection or, if some other address for delivery has been agreed, by the Company despatching the Parts to that address.
- 10.4 Where a road registered vehicle is, in the sole discretion of the Company, unfit for use on the public road, either by way of MOT failure or defect that would lead to an MOT failure or lack of MOT or other condition

that may affect the safe use of the vehicle on the public road the Company reserves the right to ask for the Vehicle to be moved by way of transporter or have the Customer accept full responsibility, including liability, for the subsequent use of the Vehicle before the Vehicle is released to the Customer.

11. Risk and Retention of Title

- 11.1 The Company shall take reasonable care of any Vehicle and Goods belonging to the Customer while in the Company's care.
- 11.2 Goods are at risk of the Customer as soon as they are delivered by the Company to the Customer and the Customer agrees to maintain insurance for those Goods until they have been paid for in full
- 11.3 Until the Company has received payment in full of all sums owed to it on any account by the Customer, whether arising out of this or any other contract, legal and beneficial title to the Goods shall remain in the Company; such Goods are referred to in this clause as "Retained Goods".
- 11.4 The Customer may use Retained Goods and acknowledges that he shall be in possession of Retained Goods as bailee for the Company.
- 11.5 The Customer will store retained Goods separately from his own Goods or those of any other person and keep them safe, in good condition and clearly identifiable as the Company's property with all identifying marks intact and legible.
- 11.6 The Customer irrevocably authorises the Company to enter upon its premises for the purposes of inspecting Retained Goods and identifying them as the Company's property.
- 11.7 The Customer's power of possession and use of Retained Goods shall terminate:
 - (a) forthwith on notice from the Company if the Company has reasonable doubts as to the ability or willingness of the Customer to pay any sum to it on the due date; and
 - (b) automatically upon the occurrence of any of the following events:
 - (i) the Customer fails to pay any sum on the due date in full without set off or deduction;
 - (ii) where no due date was specified within twenty four (24) hours of formal demand for payment;
 - (iii) if the Customer becomes insolvent or commits any act of bankruptcy or causes a meeting of or makes any arrangement or composition with all or any part of its creditors;
 - (iv) if there is presented a petition for the winding up of the Customer or for the appointment of an administrator or receiver of the whole or any part of the assets or undertaking of the Customer;
 - (v) if there is appointed an administrator or receiver of the whole or any part of the assets or undertaking of the Customer;
 - (vi) if a resolution is passed or an order for the winding up of the Customer is made (otherwise than for the purposes of a bona fide reconstruction or amalgamation of a solvent company);
 - (vii) any event or process of like nature to those set out in paragraphs above in any jurisdiction.
- 11.8 Upon suspension, revocation or determination of the power of possession and use of Retained Goods under this Clause the Customer shall place all the Retained Goods in its possession or under its control at the Company's disposal and shall be deemed irrevocably to authorise the Company to enter upon any of its premises with or without vehicles for the purpose of removing such Goods.
- 11.9 The repossession of Retained Goods by the Company in accordance with this Clause shall be without prejudice to all or any of the Company's other rights or remedies against the Customer.
- 11.10 The Company reserves the right to remove from or separate any Goods or Work or Vehicle not paid for by the Customer on the due date. Where there is a dispute relating to authority given to carry out the Work the Company may at its sole discretion remove or separate and put back the Goods or Vehicle to the condition prior to the Works in dispute.
- 11.11 The Company may sell, factor, or otherwise assign any debt due to it from the Customer either on a confidential or disclosed basis, without further or advance notice.

12. Loss or Damage

- 12.1 The Company is only responsible for loss of or damage to any Vehicle or its accessories or contents caused by the negligence of the Company or its employees. Except in respect of death or personal injury, the liability of the Company to the Customer shall be limited to direct loss (excluding direct and indirect loss of profit and/or any other kind of economic loss), damage, cost or expense and shall be limited to the Price in respect of any one event or series of connected events.
- 12.2 Notwithstanding clause 12.1 the Customer is strongly advised before delivering the Vehicle to the Company to remove from the Vehicle any items of property not related to the Vehicle and take reasonable steps to avoid valuables or other items being left in the Vehicle. The Company shall take reasonable steps to protect the Customers property but shall not be liable for loss or damage to any such item remaining in the Vehicle unless caused by the negligence of the Company.

12.3 The Company will take all reasonable care while performing Work and carry out all Work diligently to professional standards using methods and equipment appropriate to the task. If during the performance of Work including stripping and dismantling related parts, materials or other property are damaged either intentionally or accidentally then the Company shall not be liable for that damage or any Goods that then require repair, remedial or reinstatement unless the Company or its staff have been negligent in the performance of those duties. High performance and classic cars are especially prone to items failing during dismantling including corrosion, wear, fragile nature of high performance components, single use applications etc. If the Company offers to make a contribution to any such damage as a gesture of goodwill, this is not an admission of liability and shall not be inferred as an admission of negligence. Any offer made is strictly full and final settlement of any claim, and can be withdrawn if not accepted within any time limit placed on the offer.

13. Replacement Parts

- 13.1 All parts replaced during performance of Work, except those that have to be returned to manufacturers or suppliers under warranty or service exchange arrangements, will be retained by the Company for return to the Customer upon collection of the Vehicle. If the Customer does not ask to take possession of such replaced parts when collecting the Vehicle, replaced parts shall become the property of the Company to dispose of as it deems fit.
- 13.2 The Company shall be entitled to make fair and reasonable charges to the Customer where it is charged for the disposal of Goods, or for environmental fees, levies or charges relating to the Works or Goods in course of the Contract.

14. Cancellation

- 14.1 If the Customer is acting as a consumer (meaning a private individual and not in the course of a business) in a distance contract (as defined by the Consumer Protection (Distance Selling) Regulations 2000) then the Customer may cancel the Contract by sending a written notice of cancellation to the Company only as set out below:-
- (a) up to seven Working Days after delivery of the Goods if the contract is solely for the sale of Goods; or
 - (b) up to seven Working Days after the date of the Contract being concluded for the supply of Work and such Work commences more than seven Working Days after the date of the Contract being concluded.
 - (c) Provided the goods have not been personalised to the customer's specification or made specifically to the bespoke specification implied by the requirement to fit their Vehicle including security devices, keys, coded ECU and parts of dimensions or colour combination which made the parts specific to their Vehicle.
- 14.2 In the event the Customer is acting as a consumer in a distance contract as detailed in clause 14.1 concerning the supply of Work, and the Company commences such Work within seven Working Days of the date of the Contract being concluded, the Customer will not have the right to cancel.
- 14.3 In the event the Contract is cancelled in accordance with clause 14.1(a) the Customer is under a duty to retain possession of, take good care of and following cancellation restore the Goods to the Company in a reasonable condition and the Customer will pay to the Company forthwith upon request:
- (a) any reasonable costs incurred by the Company in recovering the Goods where the Customer fails to arrange delivery to the Company;
 - (b) the difference, if any, between the value of the Goods when so returned and the Price.
- 14.4 If the Customer cancels the Contract in accordance with clause 14 and the Company has received the Price from the Customer, the Company will within 30 (thirty) days of the date of receipt by the Company of the notice of cancellation or the goods being returned whichever is later, reimburse the Customer for a sum equal to the Price, or part thereof received minus a sum equal to the aggregate of the amounts referred to in clause 14.3(a) and clause 14.3(b)

15. Returned Goods

- 15.1 Subject to clause 14, the Company may (in its absolute discretion) agree to rescind the Contract to the extent that it is for the supply of Goods and accept return of Goods upon the following conditions:-
- (a) the Goods were not specially ordered from the manufacturer or supplier for the Customer, and
 - (b) the Goods are not bespoke or specific to the Vehicle or have been modified or altered including by way of colour, decal or inscription, or have been modified for or by the Customer; and
 - (c) the warranty or tamper seals have not been broken; and
 - (d) the Goods have not been fitted or used, or an attempt thereof; and
 - (e) the Customer returns the Goods in original saleable condition within five (5) Working Days after delivery; and
 - (f) the Customer produces the original invoice for the Goods; and
 - (g) the Customer pays the Company's current handling charges of twenty percent (20%) for returned Goods.

16. Sub-Contracting and Assignment

- 16.1 The Company shall be entitled to appoint sub-contractors for the performance of its obligations under the Contract for all or part of the Works as it thinks reasonable. The identities of the Sub-Contractors are not normally disclosed and are confidential to the Company. If the Customer specifically wants to restrict the ability to Sub-Contract or wishes to approve or know the identity of any Sub-Contractor this must be put in writing to the Company strictly before the commencement of any Works.
- 16.2 The Company may assign the contract with the Customer to another Group Company without notice, either before, during Works or after Completion. This shall not restrict the Customers rights against either Company.

17. Health and Safety

- 17.1 Upon delivery of a Vehicle to the Company the Customer shall immediately inform the Company of any circumstances or matters known to him which render the Vehicle unsafe or in a hazardous condition.
- 17.2 The instructions for use, cautionary notices and other technical notices supplied to the Customer with the Goods have been prepared by the relevant manufacturer of the Goods. The Customer should read such notices carefully. The Company shall not be liable for any loss or damage suffered by the Customer through the Customer's failure to read and comply with instructions specified in such notices.
- 17.3 Where Goods are supplied to the Customer they acknowledge that the parts may require special skills, tools, training, possible licensing or qualifications in order to be able to fit them safely. Any instructions provided by the Company are to aid a qualified and competent technician and the Customer takes all responsibility allowable by law in the subsequent fitting and operation of the Goods or any vehicle they are fitted to.

18. Warranties

- 18.1 The Company assigns to the Customer the benefit of the applicable Manufacturer's warranty (if any) for Goods supplied and/or fitted to the Vehicle.
- 18.2 No warranty will apply if and to the extent that a defect is caused or worsened by any of the following:-
- (a) by the Customer's failure to inform the Company of the defect or to have it examined by the Company and a failure to give the Company the opportunity to remedy it; or
 - (b) if the Goods have been subject to misuse, negligence or accident or used in a vehicle other than on public road or for taxi, hire, rental, loan, fleet, racing, rallying, pace making, similar sports and/or any other type of use not normally considered as normal private and personal domestic use; or
 - (c) the installation of a part into Goods, the use of which has not been approved by the Manufacturer or the alteration of Goods in a manner not approved by the Manufacturer or the Company; or
 - (d) non-adherence to instructions concerning the treatment, maintenance and care of the Goods or a failure to have the relevant vehicle serviced in accordance with the relevant Manufacturer's recommendations or as defined by the Company; or
 - (e) the repair or maintenance of the Goods by a person other than a retail dealer in the Manufacturer's vehicles or a person authorised by the Company.
- 18.3 The Company warrants Work free from defects ("the Warranty Period") as follows
- (a) for a period of three (3) months from Completion or until the Vehicle following Completion has covered 3,000 miles (whichever occurs sooner) for new or Original parts.
 - (b) Where the parts are second hand, pre-used, refurbished, exchanged or otherwise of a possible substandard or reduced life and the Customer has been advised of this, then the Warranty Period will be as specified on the Estimate or other communication provided to the Customer
- 18.4 If the Work includes painting then:
- (a) if the metal to be painted is rusted, whilst every reasonable precaution and care will be taken to prevent rust penetrating the paint after Completion no warranty can be given in this respect and accordingly the Company shall not be liable for rust-affected paintwork appearing after Completion;
 - (b) no warranty can be given that the new paintwork will match existing paintwork exactly.
- 18.5 If within the Warranty Period material defects in the Work and/or Goods are discovered and:-
- (a) the Customer notifies the Company within fourteen (14) days after discovery, giving particulars of the defects and returns the Vehicle to the Company's premises to allow an inspection to be carried out and;
 - (b) such defect has arisen from faulty materials employed, Workmanship carried out and/or Goods supplied by the Company, then the Company shall remedy the defect and, if necessary, supply replacement Goods and/or Work. Any Goods and/or parts so replaced shall become the property of the Company to dispose of as it deems fit.
 - (c) The Company shall be responsible only for the defects in the Work and/or Goods previously supplied and not be liable for any consequential loss or damages howsoever incurred.

- (d) The Customer agrees that the Company has the option to carry out the remedial works and the Customer will not, or allow any third party to, strip or otherwise interfere or carry out work to the defect unless the Company authorises the Customer in writing, or in the case of an emergency provide verbal or other electronic communication to the same effect.
- 18.6 The Company may decline to undertake any rework or replacement Goods and instead provide a refund equivalent to the value of the Goods and/or relevant Work.
- 18.7 Subject to clause 18.6 the Company's liability for defective Work and/or Goods is limited in all circumstances to remedying the Work and/or Goods and supplying (where necessary) replacement parts and/or Goods. Completion of such remedial Work and/or supplying of replacement parts and/or Goods shall constitute fulfilment of the Company's obligations under the Contract.
- 18.8 The Company's liability under this clause applies only to defects appearing whilst the Vehicle has been used and driven in a proper manner and serviced in accordance with the Manufacturer's recommendations and in particular (but without limitation) the Company shall not be liable in the case of defects arising out of normal deterioration, fair wear and tear, failure to follow the Manufacturer's instructions or improper or faulty handling of the Vehicle.
- 18.9 Where the defect or fault is as a consequence of the failure of another or related part then the Company shall only be liable to provide coverage of Warranty as detailed in clause 18.1.
- 18.10 The warranties contained in this clause are in addition to any statutory rights implied in favour of a purchaser of goods and/or services.
- 18.11 Nothing in this clause shall be construed as limiting or excluding the Company's liability under the Consumer Protection Act 1987 or for death or personal injury resulting from its negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977).

19. Force Majeure

- 19.1 The Company shall not be liable to the Customer if unable to carry out any provision of the Contract for any reason beyond its control or owing to any inability to procure Goods, technical information, procedures, tooling or other materials required for the performance of the Contract.
- 19.2 The Company shall not be liable to the Customer where the matter relates to a Vehicle Manufacturer defect or other inherent problem caused by the original manufacture or subsequent parts provided by the Manufacturer or from Original Parts.
- 19.3 The Company shall notify the Customer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the Company may, within its absolute discretion, withhold, reduce or suspend performance of its contractual obligations so far as prevented or hindered by such contingency without liability to the Customer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction, or suspension.
- 19.4 Should such contingency continue for more than one month either party may cancel the Contract and, subject to payment for any Goods supplied and Work done pursuant to the Contract, the Customer may collect the Vehicle and the parties' respective obligations under the Contract shall be deemed to be discharged.

20. No Waiver

- 20.1 No waiver of any of the Company's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Company. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Company's rights in relation to different circumstances or the recurrence of similar circumstances.

21. Fair Collection and Storage

- 21.1 In circumstances that the Company is entitled or required to store the Vehicle or Goods then the Company may in its absolute discretion as it sees fit have it stored by third parties or undertake the storage itself or a combination thereof.
- 21.2 At all times the Company shall take reasonable care of and use reasonable endeavours to protect the property in storage, but the Company shall not be liable to the Customer unless it is negligent in providing Storage.
- 21.3 During the period of Storage the Customer is required to and agrees to maintain a valid insurance policy for third party fire and theft cover as a minimum. The Company does not insure Customer's vehicles during storage and will not be held liable for any damages arising that should have been covered by such a policy. In the event such policy is not maintained the Customer will assume full liability for those damages that would otherwise have been covered by a valid insurance policy. Furthermore if the situation arises where the Company's insurance policy is claimed on due to a deficiency in the Customer's insurance or the

Customer's inability to cover any liability then the Customer shall cover such increased costs as the Company faces from the claim being made for a period of ten (10) years.

- 21.4 The Company is under no obligation to store the Vehicle under cover, and shall not be held liable for any damage from water ingress, temperature extremes, moisture, rodents or other damage that may occur by nature or third parties.
- 21.5 During storage the Company will take reasonable steps to protect the Vehicle and any parts thereof but will not, except in the case of negligence or statutory requirement, be liable for any damage to the Vehicle or any parts, any loss or increased costs howsoever arising, loss of use, diminution in value during the period of Storage or other claims arising from the storage of or reasonable decisions made during the Storage period by the Company.
- 21.6 The daily rate for storage shall be set at sixty five pounds (£65.00) per day or part thereof per car parking space (defined as being 2000mm x 4000mm in size) used or part thereof unless otherwise agreed in writing by an authorised official of the Company except:
- (a) where a Vehicle is immobilised on or in a vehicle hoist or inspection pit preventing the use of that facility, in such circumstances the rate charged shall be calculated using the daily working hours (currently eight (8)) multiplied by the current workshop retail hourly labour rate (currently one hundred and twenty pounds (£120.00)) per day but not less than one hundred and fifty pounds (£150.00) per day in any event.
 - (b) where the vehicle is already dismantled the Company may in its absolute discretion:
 - (i) charge for additional space to store the removed parts on the basis of each car space utilised or part thereof will be charged at the daily rate; and/or
 - (ii) part or fully re-assemble the Vehicle or to make the Vehicle safe or to undertake reassembly to enable the Vehicle to be unloaded from a vehicle hoist as required with the cost of parts and labour needed to undertake such works chargeable to the Customer.
- 21.7 If the Vehicle remains in Storage for a period exceeding six (6) months the Company may in its absolute discretion as it sees fit carry out any maintenance, servicing, road tests and exercise, engine running or other repairs that might be needed maintain the Vehicles provenance, service history, condition or value with the cost of parts and labour including fuel as needed to undertake such works chargeable to the Customer. The Customer may at any time put in writing instructions to suspend or not perform such routine servicing and in so doing accept the risk and consequences to the value, desirability, and mechanical integrity of the items in Storage.
- 21.8 If at any time during the period of Storage the Vehicle or Goods require works to make it safe or rectify a possible hazard to the premises, staff, Goods, stock or other vehicles then the Company may in its absolute discretion as it sees fit carry out any repairs needed to remedy the situation with the cost of parts and labour needed to undertake such works chargeable to the Customer.
- 21.9 Where the Vehicle needs to be transferred to alternative storage, for whatever reason, then the Customer will be liable for the charges for such transport as the Company deems appropriate to carry out the Vehicle movement.
- 21.10 Charges for Storage shall start to apply from the earlier of:
- (i) in the case of work already started but suspended for any reason, charges shall start from the day on which the work was suspended, regardless of the reason for works being suspended. Subsequent works to the Vehicle being carried out under this section of the terms and conditions will not reset the start date or suspend storage charges during said works; and
 - (ii) in the case of works being completed, from the date of the works being complete; and
 - (iii) in the case of works not starting from the date the Vehicle arrived at the Company; and
 - (iv) in the event of dispute, disputed ownership of the Vehicle or the suspected lack of authority to give instructions then charges shall start from the day on which the work was suspended or completed, regardless of the reason, or if no work has started then from the date the Vehicle arrived at the Company. Until ownership is formally established as set out within these terms and conditions or authority established as to the ability to provide instructions for works to the Vehicle then it will remain in Storage unless ordered by a English Court to do otherwise, the costs relating to provide such evident or court order shall be at the expense of the Customer and release of the Vehicle shall only be after payment of all charges due.
- 21.11 Any works carried out during storage period to be deemed that the Customer had given instructions to the Company for the work and the works be charged to the Customer at the full list prices and deemed invoiced on the date of the those works completion, with interest accruing from the invoice date until paid in full by cleared funds into the Company designated bank account. The works be subject to these terms and conditions.

- 21.12 The Customer shall be deemed to have given instructions to the Company for the storage of the Vehicle for such period and the Company shall be constituted a bailee for reward and obtain a lien against the Vehicle for its storage charges during such a period and:
- (a) storage charges shall continue to apply until the vehicle and all parts thereof are collected; and
 - (b) before the Vehicle or any part thereof including any paper records or contents of the Vehicle may be removed from the premises at which it is being stored all charges, interest and other group debt has been paid in full by cleared funds into the Company designated bank account; and
 - (c) Charges for storage shall be calculated monthly and interest shall accrue from last day of each month the date of invoice until paid in full; and
 - (d) The physical production of a monthly or other invoice or lack thereof shall not alter the interest calculations, due date of payment and the Company may submit a single or multiple invoices at completion of the Storage period detailing the charges and interest.

22. Notices

- 22.1 Any notice under these Conditions shall be properly given if in writing and sent by first class post or facsimile to the address of the intended recipient as stated in the Contract or to such address as the Company and the Customer from time to time communicate to each other as their respective addresses for service and shall be deemed served, in the case of postal notice, on the expiry of forty-eight (48) hours from time of posting and in the case of facsimile, on completion of transmission by the sender. In the case of the Company the address for service is nominated as it's current Registered Office, as listed at the head of these terms and conditions of business. Where no address is held for the Customer then their last known email address, if no such address is held then by SMS or Fax message to their last known phone numbers, where no such phone numbers exist then by placing a notice on their vehicle for 7 days.

23. Third Party Rights

- 23.1 A person who is not party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. Construction and Jurisdiction

- 24.1 These Terms and Condition of Business are displayed at all our facilities, and are available in printed form on request. Electronic versions are available on a request basis at the Companies sole discretion, and the Company may supply a printed paper copy instead. Copies of these terms and Conditions of Business in suitable formats for visually impaired those or with other requirements will be made available on request.
- 24.2 The company may revise, amended or modify these terms from time to time without advance notice to the Customer. Such terms becoming effective immediately unless this might be considered unfair or unreasonable in which case the new terms would take effect from the earliest fair and reasonable point including the date of any changes to the existing Order or any new Contract being made.
- 24.3 Contracts for the Sale of a Vehicle, the Purchase of a Vehicle, including Part Exchange of a Vehicle are covered by additional individually negotiated terms for each contract which are included within the documentation for each contract or transaction.
- 24.4 English Law shall govern construction and operation of the Contract and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.
- 24.5 Each of these conditions and each paragraph hereof shall be construed as a separate condition; should any provision hereof be found to be invalid or unenforceable or an unreasonable or unfair restriction of the Company's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.
- 24.6 Nothing contained in these Terms and Conditions will affect or restrict or is intended to affect or restrict the statutory rights of a Customer.
- 24.7 No waiver by either party of any breach of the Contract shall be considered as a waiver for any subsequent breach of the same or any other provision.
- 24.8 The masculine shall include the feminine and the neuter and the singular the plural and vice versa;
- 24.9 The expression "person" shall include any person, body corporate, unincorporated association or partnership;
- 24.10 Any reference to a clause is a reference to a clause of these conditions;
- 24.11 Any reference to statutory provisions or enactment is as amended or extended or re-enacted from time to time;
- 24.12 The expression "including" shall not be construed as meaning by way of limitation.
- 24.13 These terms constitute the terms of the Contract and no amendment, waiver or variation thereto shall be effective unless agreed in writing by an authorised representative of the Company. Where additional terms

are stipulated on estimates, order forms or other official documentation provided by the Company and if those conflict with or alter these terms then those additional terms will take priority over the terms contained herein.

24.14 Headings are for convenience only and shall not affect the construction of these terms;

24.15 Any typographical, clerical or other error or omission in any Estimate, Delivery Note, Order, Acknowledgement of Order, Invoice or other document issued by the Company shall be subject to correction without liability on the part of the Company.