

TERMS AND CONDITIONS OF BUSINESS



1. Definitions

- 1.1 "The Company" refers to John Rid Automotive. Treneague Farm, St Stephen, St Austell. Cornwall. PL26 7QB
- 1.2 "The Buyer" refers to the person, partnership, Limited Company, or other legal entity, who agrees to services being provided by John Rid Automotive.
- 1.3 "The Conditions" refers to the terms and conditions of John Rid Automotive operations, set out in this document and any special terms and conditions agreed in writing by a Director, Company Secretary, or other member of this company's management team, acting for and on behalf of John Rid Automotive.

2. Conditions

- 2.1 These Conditions shall apply to all contracts for any parts or service provided by the Company to the Buyer, to the exclusion of all other terms and conditions, including any terms and conditions the Buyer may purport to apply under any purchase order, confirmation of order, or similar document.
- 2.2 Agreement of any work to be carried out by John Rid Automotive shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

3. General

- 3.1 The Company is not responsible for loss or damage to vehicles or other property whatsoever or however occasioned except when such loss or damage is caused by the sole negligence or deliberate act of the Company or its servants. Under no circumstances will the Company accept liability for loss or damage outside its control for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss.
- 3.2 The Customer shall be entitled to the benefit of any warranty to which the Company is entitled as against the manufacturer of parts and materials supplied or any sub-contractor. All work carried out by the Company is warranted against failure due to defective work for a period of three months / 3000 miles, whichever occurs the first. This warranty extends to repairs actually undertaken and does not cover progressive fault diagnosis. It does not affect any statutory rights.
- 3.3 All parts removed by the Company in the course of the repair shall, if not claimed by the Customer within 14 days after the completion of the repair shall be deemed to be owned by the Company and they shall become the Company's absolute property. Parts returned are subject to a handling charge. Parts specially ordered are not returnable.

4. Estimates

- 4.1 Estimates are valid for 28 days from the date given. If instructions are not received from a customer (in response to an estimate rendered) within 28 days, the Company may invoice for reasonable storage charges from the date that the vehicle was received until its collection. (Note: the company does not, as a general rule make any such charge for garaging pending instructions, if the repairs are ultimately carried out by the Company and duly paid for).
- 4.2 All estimates by the Company are subject to change caused by variations to the Company of labour, material and spare parts at the date of the estimate. In the event of any variation occurring before or after acceptance of the estimate the Company may if it thinks fit require the Customer to pay on completion of the work any increase due to such variation.
- 4.3 If no estimate is provided or if part only of the work covered by the estimate is carried out the Company shall be entitled to charge a reasonable and proper price for the work done (including any stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and spare parts supplied.
- 4.4 The company may refuse to carry out all, or part of any work for any reason whether or not an estimate has been provided. Variations to the estimate, the scope of the repair or work, the prices chargeable shall be subject to all these terms and conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract.
- 4.5 The Company may demand a deposit before commencing any work. The customer shall co-operate with the Company in all matters relating to the Services.

5. The Price and Payment

- 5.1 The price of the service provided shall be the price agreed between the Company and the Buyer, at the time the Buyer agrees to work being carried out. This price may vary, dependent upon any change in parts prices, or change in specialist charges, which may come into effect at the time the work is completed and which is beyond the control of the Company. The price of the work carried out is exclusive of VAT. Where applicable, VAT shall be due at the rate ruling on the date that the VAT invoice is drawn.
- 5.2 Payment of the price and VAT shall be due at point of collection / delivery of vehicle following completion of repairs, unless otherwise agreed, in writing, with the Company. Payment in this instance is generally agreed to be 30 days from date of invoice.

6. Credit Terms

- 6.1 Where Credit Terms have been extended to the Buyer by the Company, the Company reserves the right to refuse to provide any of its garage services or parts ordered by the Buyer, where to do so would mean the Buyer exceeding the Credit Limit extended to the Buyer.

7. Remedies for late Payment

- 7.1 Interest on commercial debt shall accrue from the date of the invoice, unless a written agreement is in place between the Company and Buyer giving an agreed payment period of 30 days. Interest will accrue from day to day, until the date of payment, at the statutory rate (8% above the base rate of the Bank of England applicable on the date the debt becomes due). This figure may change from time to time, dependent upon the interest figures in force by Bank of England at the time payment of invoice is due. Interest will accrue until settlement is reached or until any Court Judgment is made.
- 7.2 In the event that any invoice is not paid on, or before, its due date, then all sums due and owing to the Company from the Buyer shall become immediately payable and subject to clause 7.1 above.
- 7.3 The Company shall be entitled to recover from the Buyer all administrative, collection and legal costs incurred by it in recovering overdue amounts and all sums that become immediately payable under clause 7.2 above.
- 7.4 Without prejudice to any of the Company's other rights, the Company may, in the event that any sum is not paid, on or before its due date, suspend the service it provides to the Buyer. Any parts, or equipment, provided to the Buyer by the Company remain the property of John Rid Automotive until all amounts owed are paid.
- 7.5 If the Customer's indebtedness to the Company is not satisfied within three months from the date of the first invoice to the Customer, the Company may without notice sell any vehicle owned by the Customer and / or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards the satisfying monies due from the Customer to the Company, and any balance shall be paid by the Company to the Customer on demand.

8. Title and Risk

- 8.1 Any work carried out by the Company at the request of the Buyer, will be at the Buyer's risk from the point of completion of work, to the Buyer's satisfaction in spite of delivery. Title of any parts fitted shall not pass from the Company to Buyer until all relevant and outstanding invoices and VAT have been paid in full and at such a time that no other sums whatsoever are due from the Buyer to the Company.

9. Buyer's Warranties

- 9.1 The Buyer hereby warrants that he is not an undischarged bankrupt and has not committed any act of bankruptcy or being a company with either limited or unlimited liability knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver or to petition for the winding up of the company or exercise any other rights over or against the company's assets.

10. Disputes procedure and Jurisdiction

- 10.1 Any and all contracts entered into between the Company and the Buyer shall be governed by the laws of England and Wales and all disputes arising out of any contract between the Company and the Buyer shall be subject to the exclusive jurisdiction of the courts of England and Wales. In the event that the Buyer is dissatisfied with any repair or service carried out by the Company, the Buyer should first make contact with the Company in order to try and resolve the matter. The Company has a complaints procedure in place.- It also complies with the Data Protection Act.

11. Warranty

- 11.1 The parts and labour itemised on the invoice, are guaranteed free from defect for 12 months or 12000 miles (which ever comes first) from the date of invoice, unless detailed otherwise, with the exclusion of damage arising from customer / third party interference, routine wear and tear, negligence, abuse and accidental damage. This applies to new parts provided by the Company only (exceptions apply).
- 11.2 In the event of a potential claim, you should notify us immediately whereupon the defect will be assessed and repaired free of charge by the Company providing the exclusions do not apply.
- 11.2 Any repairs by an alternative organisation will only be permitted with prior express authorisation by the Company.
- Your statutory rights are not affected.

12. Vehicle Storage

- 12.1 The Company may invoice £15.00 + VAT per day for the storage of any vehicle not collected within 24 hours of being advised of completion of work.

13. Surcharge for Special Order Parts

- 13.1 A Surcharge of 20% is payable to John Rid Automotive for parts which are a special order for the Customer if the Customer does not go ahead with the repair.

14. Courtesy Vehicles

- 14.1 The Company does not have, or provide any courtesy Vehicles for loan or Hire.