

## TERMS AND CONDITIONS

CONSUMER TRANSACTIONS - NOTHING HEREIN CONTAINED IS INTENDED TO AFFECT, NOR WILL IT AFFECT, A CUSTOMER'S STATUTORY RIGHTS.

This contract is governed by English law

Service

### 1. Estimates

An estimate given for the repair shall be provisional and will be subject to variations in the price of parts or materials between the date of estimate and the date of repair. It will also depend on further work or parts which are found to be necessary. A charge may be made for an estimate.

### 2. VAT

Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion or the repair will be the rate applicable at that time.

### 3. Restrictions

The Repairer reserves the right to refuse to carry out any work on the vehicle which in his opinion, he considers to be unroadworthy, or work which could make the vehicle unsafe.

### 4. Collection

The Company will only release the vehicle to the customer after repairs are completed, unless it is requested by the customer in writing to release the vehicle to the customer's agent.

### 5. Storage

If the vehicle is not collected or arrangements are not made for its collection after completion of the work has been notified in writing, weekly storage charges at the rate applicable at the time of expiry of the said notice, may be imposed as if the vehicle repaired had been left for storage. This may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.

### 6. Uncollected Goods

The repairer may exercise his rights for uncollected goods and if the goods are not collected when the work is completed, or before any notice to that effect expires, the repairer may proceed to sell the goods subject to any notice in accordance with The Torts (Interference With Goods) Act 1977.

### 7. Lien

The repairer has the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.

### 8. Payment

Unless other arrangements have been agreed, all repairs must be paid for in full on or before collection by cash, credit or debit card or cheque. Authorised credit accounts to be paid on the 20<sup>th</sup> day of month following invoice.

### 9. Sub-Contract

It may be necessary for the repairer to sub-contract all or part of the work to other competent repairers.

### 10. Replacement Parts

All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of the Company unless the customer requests their return prior to commencement of repairs.

### 11. Delays

We aim to complete the work within the agreed time period, but we may have to order parts specifically for your vehicle which may take a little longer. We will inform you if this is likely to cause delay to the work we undertake on your vehicle. However delays may occur due to matters outside our control. FORCE MAJEURE: the company will not accept responsibility where it has been unable to fulfil the contract due to unforeseeable circumstances beyond its control (e.g. an Act of God). If the Contract is cancelled for these reasons the Company shall refund any payment which the Customer has already made on account of the price of the Contract (subject to deduction of any amount which the Company is entitled to claim from the Customer).

### 12. Cancellation Policy

Request for cancellation prior to work completion must be received in writing by the customer. The appropriate charge will apply based on costs incurred up to the point of the cancellation. The customer will be advised if the vehicle remains unsafe to drive and recovery will be at the owners risk and expense. *In the event of a Collection and Delivery, if the customer agrees to work commencing within the 14 day cancellation period, the appropriate charge will apply for work completed should the customer cancel within this period. Customers will be provided with a letter explaining their rights and a cancellation form they can use if they choose to.*

### 13. Liability

- The repairer will take reasonable care of the vehicle, while in his custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of repairs.
- Where by agreement with, or on the instructions of the customer, the vehicle is left outside the repairers premises, before or after normal business hours, any risk or loss or damage howsoever occasioned, will be the customers responsibility.

### 14. Guarantee

The repairer will guarantee all repair work against failure due to faulty materials or workmanship for a period of six months or 3,000 miles, whichever first occurs, provided that the vehicle is taken back to Redbourn Auto Solutions or a third party repairer who is authorised by us. This does not affect your statutory rights.

### 15. Complaint Handling

Please direct any complaint to the Managing Director, Redbourn Auto Solutions, 10 Redbourn Industrial Estate, High Street, Redbourn, Hertfordshire, AL3 7LG, in writing. We take complaints seriously and resolve them promptly. If complaint remains unresolved, it can be referred to the Retail Motor Industry Federation. Details of this are in the 'How to Comment or Complain' booklet.

### 16. Privacy and Electronic Communications

In the course of a sale or negotiation for a sale, your details will have been collected. This enables us to contact you for authorisation of work to commence, remind you when your next appointment is due and to tell you about special offers. We will not provide any of your details to any third parties. If you do not wish to receive these communications and 'opt out' please contact our Marketing Department by phoning 01582 679300 or email [info@redbournautosolutions.com](mailto:info@redbournautosolutions.com) or write to Marketing Department, 10 Redbourn Industrial Estate, High Street, Redbourn, Herts, AL3 7LG.

### Authorisation

I authorise the repair details given on the Job Sheet to be undertaken, and further agree that I will pay for the cost of any non-warrantable repairs, at the agreed charge rate. It is understood that payment will be on a cash basis (cash, credit/debit card or cheque), unless prior arrangements for credit have been approved. Any additional work found to be necessary must be authorised by myself prior to commencement of any repair on the telephone number I detail below. I understand that I need to be contactable to prevent any delay in the work being carried out.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Contact: \_\_\_\_\_