



## **1. Definitions and Interpretation**

**1.1** In these terms unless the context shall require otherwise:

"Company" means A2Z Motor Ltd, which is the trading name of A2Z Motor Ltd.

"Customer" means the person, firm, company, or other entity at whose request the work is to be performed or goods supplied.

"Estimate" means an estimate in writing given by the company to the Customer of the work required in any instance and the likely cost involved.

"Genuine Parts" means vehicle parts manufactured by or for the Manufacturer.

"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.

"Manufacturer" means in respect of a vehicle, the manufacturer of the vehicle.

"Completion" means in the case of the 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 of the supply of Goods, the date those Goods are supplied.

"Goods" means any goods materials, components or replacements which are supplied, applied, or fitted by the Company under contract whether supplied in conjunction with the Work.

"Order" means the instructions written or otherwise received by the Company from the customer for Work to be done or Goods to be supplied

"Price" means the price of the Goods and/or the charge for the Work payable by the Customer to the Company.

"Contract" means the contract between the Company and the Customer for the sale or supply of Work and/or Goods.

"Work" means any works to be performed on a vehicle at the Customer's request whether by the way of repairs, tests, exploration, diagnoses, storage, restoration, refurbishment, improvements, modification, valeting, recovery services, overhauls, supply, application and fitting of parts, accessories, or services to the customer to include replacement cars, hire cars claims handling assistance or other.

"Working Days" means all days other than Saturdays, Sundays, and public holidays.

**1.2** These terms constitute the only terms of the Contract, and no amendment or addition shall be effective unless agreed in writing by an authorised representative of the Company.

**1.3** Headings are for convenience only and shall not affect the construction of these terms; the masculine shall include all genders and the singular shall include the plural; any reference to statutory provisions is a reference to such statutory provision as amended or re-enacted from time to time.

**1.4** Any typographical/clerical or other error or omission in any Estimate, 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.

## **2. Formation of Contract**

**2.1** The Customer's request (or that of his insurance company) to the Company to carry out Work or to supply goods or services is an offer to enter a contract upon these terms. Acceptance occurs and the Contract is formed upon either:

The Company accepting the Customer's duly signed/ verbal authority to the Company to proceed with Work or accepting delivery of the vehicle at its premises.

The Company issuing to the Customer an acknowledgement of the order signed and dated by an authorised representative of the Company.

In the case of goods or services only, the Company proceeding to fulfil the order.

**2.2** Customers are reminded that if they are making an insurance claim for accident damage, they should not instruct the Company to commence repairs ahead of notifying their insurer. If the Company incurs any loss because of this, it reserves the right to charge the Customer.

### **3. Customer's Insurer / Vehicle Owner**

**3.1** In the event the Company carries out work and/or supplies Goods on the authority of the Customer's insurer the Customer's insurer/ vehicle owner 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 insurer.

### **4. Estimates**

**4.1** Any estimate is a considered approximation of the likely costs of Work and Goods. An estimate does not constitute an offer by the company but is merely an invitation to the Customer to make an Order in accordance with these Terms & Conditions. Estimates are valid for thirty (30) days from the date stated thereon unless otherwise agreed in writing by an authorised representative of the Company.

**4.2** If the Customer delivers a Vehicle to the Company for the purposes of an estimate and does not either give instructions for the carrying out of the Work or collect the Vehicle within forty eight (48) hours from the date of the estimate the Company shall be entitled either to store the Vehicle itself or have it stored by third parties (as the Company may in its absolute discretion think fit) and charge the Customer with the cost of such storage for the period from the day the vehicle was received until the Customer collects the vehicle. The charge for such storage shall be at the daily rate of £35.00 plus VAT which will be reviewed periodically. The current rates will be available on request. 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 construed as a bailee for reward and obtain a lien against the Vehicle for its reasonable charges during such a period. Such storage charges shall be paid before the vehicle may be removed from the premises at which it is being stored.

**4.3** Unless otherwise agreed in writing by an authorised representative of the Company if, during progress of the Work, it appears that the estimated costs 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 of Goods stated in any estimate or in the Order are based on prices current at the date of the estimate or the date of the estimate or Order (as the case may be) and on information the company is aware of at the time of giving the estimate.

**5.2** The Company may require a deposit before commencing the Work or during any work.

**5.3** Unless agreed by the Company or unless the Company has in its absolute discretion approved credit facilities to the Customer, no Vehicle shall be returned to the customer unless payment has been received in full in cleared funds.

**5.4** Prices of Goods are those current at the time of the estimate. The Company reserves the right to increase such prices if the supply price to the Company increases between preparing the estimate and obtaining the Goods.

**5.5** The Company reserves the right to vary the price by any amount attributable to a change in the Customer's instructions or any variation in cost to the Company of goods, materials, or labour 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).

**5.6** 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.

**5.7** If in the opinion of the company it is impracticable for any reason to carry out any of the Work it has contracted to carry out, it shall be entitled to refrain from carrying out or completing such Work (notwithstanding, that an Estimate may have been given) and to carry out only such Work as in the opinion of the Company may be practicable. The Company reserves the right to make a charge for such work in line with clause 7.4

**5.8** The Company, always having due regard for the vehicle's condition and integrity, is entitled to depart from an agreed method of repair if in its opinion the vehicle would be better served by an alternative method of repair. Such a departure may not necessarily give rise to cost increases or cost savings, but if it does then the Customer will be advised accordingly.

**5.9** The Customer shall have no right of set-off and other rights of deduction against any payment due to the Company.

## **6. Time**

**6.1** Dates give for completion of Work or delivery of Goods are estimates only. Time for completion is not of the essence and may not be made of the essence. The Company will use reasonable endeavours to perform Work or supply Goods within the time (if any) specified to the Customer. The Customer shall not be entitled to reject Work or Goods completed or delivered later than the estimated date. The company may suspend or delay delivery and shall not be liable for any loss, damage or delay or any consequential loss occasioned by failure to deliver Goods or complete Work on the estimated delivery date.

**6.2** The Company may suspend all pending or future work under any order if payment is overdue.

## **7. Completion and Payment**

**7.1** 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 the Work and collect the Vehicle. The Customer will pay the Company for all Work done and any storage charges and all other amounts payable to the Company under these terms before the Vehicle may be removed from the Company's premises.

**7.2** The Customer may pay by cash or bank transfer.

**7.3** 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 itself or to have it stored by third parties (as the Company in its

absolute discretion may think fit) and to charge the Customer with the cost of such storage for the period from the eight day after Completion until the vehicle is either collected by the Customer or sold pursuant to clause 7.4 below. Storage charges will be charged at the daily rate of £35.00 plus VAT which will be reviewed periodically. The current rates will be available on request. Such storage charges shall be added to and form part of the Contract price. 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 construed as a bailee for reward and obtain a lien against the Vehicle for its reasonable storage charges during such period.

**7.4** If for any reason Work requested by the Customer is not carried out in full the company will charge a reasonable amount for any Work done and the then current price for any Goods supplied.

**7.5** If the customer is in breach of any obligation hereunder to take delivery of the Vehicle, the Company may serve on the Customer a notice pursuant to the Torts (Interference with Goods) Act 1977 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 due to the Company and take delivery of the Vehicle the Company may sell the vehicle. 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.

**7.6** Interest will be charged on all sums due under or by way of damages for breach of the contract at the rate of 2% per annum above the base rate of Barclays 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 judgement has been obtained.

**7.7** The Company reserves the right at any time at its absolute discretion to demand security for payment before continuing performance of an Order.

## **8. Limitation of Liability**

**8.1** The Company is only responsible for the loss of or damage to any Vehicle or its accessories or contents caused by negligence of the company or its employees. Except in respect of death or 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.

**8.2** Reasonable care will be taken of customer's vehicles and possessions when in the care of the Company. 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.

**8.3** Whether by agreement with or on the instruction of the Customer, the vehicle is left outside the Company's premises, any risk or damage, however occasioned will be the Customer's responsibility. The Company will also not be liable if in its discretion it must leave the vehicle outside its premises without the Customer's permission.

## **9. Replaced Parts**

**9.1** If the Customer does not ask to take possession of replaced parts when collecting the Vehicle, replaced parts shall become the property of the Company to dispose of as it deems fit.

## **10. Distance Selling Contracts/Cancellation**

**10.1** If the Customer is acting as a consumer, meaning not during business, in a distance selling contract (as defined by the Consumer Protection (Distance Selling) Regulations 2000) and the Contract:

Is for the supply of Work and such Work commences more than seven (7) Working days after the date of the Contract being concluded, the Customer may cancel the Contract

If it is a Contract falling within Condition 10.1 (a) up to seven working days after the date of the Contract being concluded by sending a written notice of cancellation to the Company.

**10.2** In the event the Customer is acting as a consumer in a distance selling contract as detailed in Condition 10.1 concerning the supply of Work, and the Company commences such Work within seven (7) Working Days of the date of the contract being concluded, the customer will not have the right to cancel.

**10.3** If the Customer cancels the contract in accordance with this Condition 10 and the company has received the Price from the Customer, the company will within thirty (30) days of the date of receipt by the Company of the notice of cancellation reimburse the Customer for a sum equal to the Price.

**10.4** Subject to the above conditions no order may be cancelled without the prior written consent of the Company. If an order is cancelled the Customer shall indemnify the Company in full against all loss, costs, damages, charges, and expenses incurred by the Company as a result of such cancellation.

### **11. Sub-Contracting/Agency**

**11.1** The Company shall be entitled to appoint sub-contractors for the performance of its obligations under the Contract at its absolute discretion. The Company will accept no liability if the Customer chooses to use its own agent for any works relating to the Contract.

### **12 Health & Safety**

**12.1** 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.

**12.2** For the purposes of section 2 of the Consumer Protection Act 1987, the producer of Genuine Parts is the Manufacturer whose address is available from the Company on request.

**12.3** 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.

### **13. Warranties**

**13.1** The Company warrants Work free from defects for a period of 24 or 24,000 miles (whichever occurs first from the date of repair) months from Completion ("the Warranty Period").

**13.2** If the Work includes painting, then:

If the metal to be painted is rusted, whilst every reasonable precaution 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.

No warranty can be given that the new paintwork will match existing paintwork exactly.

**13.3** If within the Warranty Period material defects in the Work shall be discovered:

The Customer notifies the Company within 14 days after discovery giving particulars and returns the Vehicle to the Company's premises to allow an inspection to be carried out:

Such defect has arisen from faulty materials employed or Workmanship carried out by the Company, then the Company shall remedy the defect and, if necessary, supply replacement parts. Any parts so replaced shall become the property of the Company to dispose of as it deems fit.

**13.4** The Company's liability for defective Work is limited in all circumstances to remedying the Work and supplying (where necessary) replacement parts. Completion of such remedial Work shall constitute fulfilment of the company's obligations under the Contract.

**13.5** The Company's liability under this condition applies only to defects appearing whilst the vehicle has been used and driven in proper manner and serviced in accordance with the Manufacturer's recommendations and (but without limitation) the Company shall not be liable in the case of defects *13.5.1* Arising out of normal deterioration, failure to follow Manufacturer's instructions or improper or faulty handling of the Vehicle, or previous poor repairs *13.5.2* Hazing, chalking or loss of gloss caused by improper care, abrasive polishes, cleaning agents or heavy duty pressure washing. *13.5.3* Paint deterioration caused by abuse, accidents, acid rain, chemical fallout, or other acts of nature. *13.5.4* Corrosion due to bird lime/ droppings, tree sap or any other corrosive material/ substance that contacted the paintwork.

**13.6** The warranties contained in this Condition are in addition to any statutory rights implied in favour of a purchaser of goods and/or services.

**13.7** Nothing in this Condition 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).

**13.8** Save as for provided for in this clause the Company excludes liability for any loss and/or consequential loss arising directly or indirectly from any defective Work or supply of defective goods/parts as far as permitted by statute.

#### **14. Force Majeure**

**14.1** 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/parts or materials for the performance of the Contract.

**14.2** The Company shall notify the Customer as soon as reasonably practicable after the 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.

**14.3** Should such contingency continue for more than one month either party may cancel the Contract and, subject to payment for any goods/parts fitted and Work done pursuant to the Contract, the Customer may collect the Vehicle and the parties' respective obligation under the Contract shall be deemed to be discharged.

#### **15. No Waiver**

**15.1** 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 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.

**15.2** A waiver of one right is not a waiver of the others.

#### **16. Notices**

**16.1** Any notice under this condition shall be properly given if in writing and sent by first class post or email to the address of the intended recipient as stated in the Contract or to such address as the Company and Customer from time to time communicate to each other as their respective addresses for service. Any notice shall be deemed

served, in the case of postal notice, on the expiry of 48 hours from time of posting, in the case of email, on the expiry of 15 minutes from completion of transmission of sender.

### **17. Third Party Rights**

**17.1** A Person who is not a 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.

### **18. Assignment**

**18.1** The Customer or its Insurance Company/ Owner shall not assign any contract made with the Company in relation to the Work without the Company's prior written consent.

### **19. Data Protection**

**19.1** Information recorded by the Company about its Customers, including names, addresses, contact telephone numbers, details of agreement and the history of business conducted between the parties will be retained by the Company to enable it to inform Customers of any products and services which may be of possible interest or benefit at some future date.

**19.2** Some or all the above-mentioned information may be disclosed to the other divisions of the Company for any purpose connected with its business interests.

### **20. Test Drive**

**20.1** In connection with any inspection, repair, or contemplated repair, taking the vehicle to other specialist, demonstration, or other purpose for which it is accepted by the Company, 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.

### **21. Construction and Jurisdiction**

**21.1** English Law shall govern construction and operation of the Contract and the Customer agrees to submit to the exclusive jurisdiction of the English Courts.

**21.1** Each of these conditions and each paragraph hereof shall be constructed as a separate condition; should any provision hereof be found to be invalid or unenforceable or any unreasonable restriction of the Company's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.

### **22. Conciliation/Arbitration of Disputes**

**22.1** The Company is a member of the National Body Repair Association Ltd. (NBRA Ltd.). In the event of a complaint, you should contact the General Manager of the Company. The Company will respond within 5 working days outlining the course of action they propose. If after exhausting the above procedure the dissatisfaction has not been resolved the Customer can refer to the conciliation and arbitration service of the NBRA Ltd.