
CAR REPAIR TERMS AND CONDITIONS (COMMERCIAL)

BACKGROUND:

These Terms and Conditions (**these Terms and Conditions**) are the standard terms which apply:

- A. to the provision to the Customer of any Services by the Garage; and
- B. where the Customer is not a Consumer.

1. Definitions and Interpretation

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

Consumer	an individual who receives any of the Services for his personal use and not for any business, trade, craft, or profession carried on by him or any other person or organisation (as defined by the Consumer Rights Act 2015 or any amendment of that Act
Customer/You/Your	a customer of the Garage who requires its Services who is not acting as a Consumer;
Estimate	An estimate of the approximate Price of the Work;
Garage/Us/We/Our	Leek Transmission Centre Limited of Leek Transmission Centre, Cheadle Road, Leek, Staffordshire ST13 7DR Company Number 03630058 and reference to the Garage shall include reference to any and all of its staff including mechanics;
Gearbox	a vehicle transmission assembly unit of a vehicle;
Invoice	a final invoice giving the Total Price of the Work;
Manufacturer	the manufacturer of the Vehicle or Gearbox;
Price	the VAT exclusive fee payable for the Work including parts, labour, and any additional charges;
Services	any type of repair or maintenance of Vehicles or Gearboxes;
Total Price	the Price plus any VAT chargeable on the Price in addition
Vehicle	your vehicle which may be a car, van, truck, bus or , motorhome;
Warranty	the warranty set out in clause 9
Warranty Period	the duration of the warranties provided by us in accordance with Clause 9;
Web Site	Our Website the url of which is www.leekstransmissioncentre-staffordshire.co.uk
Work	the particular Services that we agree to provide to you;

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa; and.
- 1.5 References to any gender shall include the other gender.

2. **Booking**

- 2.1 You may request a booking for any Work (subject to our confirming the booking) in person, by telephone, by way of our Web Site or in writing;
- 2.2 When you request a booking, you must give us the following information:
 - 2.2.1 your contact details including your address, telephone number and email address (if any);
 - 2.2.2 what work you require done;
 - 2.2.3 the make, model and age of the Vehicle or the Gearbox;
 - 2.2.4 details of any warranties covering the Vehicle or the Gearbox;
- 2.3 We will let you have an estimate verbally or by email or first class post, based on the details you provide;
- 2.4 If you agree the estimate we shall confirm the booking to you and carry out the Work as close as possible to the date you originally requested as circumstances allow. There will only be a binding contract between us once we have confirmed the booking;
- 2.5 You may accept an Estimate in person or by email, telephone or first class post;
- 2.6 You confirm that for the purposes of your request for Services you are a person, company or other organisation acting wholly or mainly for the purposes of a business and not as a Consumer

3. **Payment and Invoices**

- 3.1 We may require a deposit before we start the Work. This must be paid within 14 days of request;
- 3.2 From the point at which Work on the Vehicle or Gearbox begins we shall have the right to keep the Vehicle or Gearbox until you have made payment in full of

all sums due from you;

- 3.3 Following Our completion of the Work, we shall issue an invoice to you;
- 3.4 The invoice will provide a comprehensive summary of all of the Work done and will provide full details of all parts and labour including the Price payable for it with the VAT element payable on it shown separately;
- 3.5 Where the Work relates to a Vehicle the invoice will show the mileage of the Vehicle and will refer to the warranty set out in Clause 9;
- 3.6 All sums due will be payable within 30 days of the date of the relevant invoice (**due payment time**);
- 3.7 In addition to our rights under clause 3.2, if you do not pay all sums due within the due payment time we will have the right to serve you a final notice requiring immediate payment (**final notice**) and if you do not pay the sums then due within 14 days of final notice we shall have the right to sell the Vehicle or Gearbox at your expense without having to give you any further notice;
- 3.8 We shall be entitled to charge interest on any outstanding amount due from you from the date that payment was due until the date payment is actually made to be calculated on a daily basis at 4% above the base rate of Lloyds Bank plc from time to time.

4. **Insurance Claims and Accident Damage**

- 4.1 If the Work to be carried out on the Vehicle or the Gearbox is the subject of an insurance claim, you (or the policyholder if he is not the same person) must sign any documents required by the insurer to be signed to authorise payment to us for the Work;
- 4.2 We shall not be responsible for any delay in completing the Work and / or returning the Vehicle or Gearbox to you where that delay arises out of any actions of the insurer including, but not limited to, the withholding of payment.

5. **The Work**

- 5.1 We will tell you before we begin the Work how much time we think we will need to carry out the Work.
- 5.2 If we require parts to carry out the Work and these are not available at the time we have agreed to start that Work then we shall let you know this, when we expect the parts to be available and will revise our estimate as to when we expect to complete the Work..
- 5.3 If we cannot carry out and complete the Work due to non-availability of parts or a delay in their delivery, we will let you know and you may then either make arrangements to rebook the Work when we advise you of the availability of the parts or cancel the Work in accordance with your rights set out in Clause 10;
- 5.4 If we find during the course of the Work that we need to use additional parts and / or labour, we will only order the additional parts or carry out the additional work if you have first authorised us to do so. We will give you a revised estimate of the cost of the additional parts and any labour and the amount of time we think we will need to complete the additional work.;
- 5.5 If we replace any parts, we will make the original parts available to you to view and examine up to and including the time that you collect your Vehicle or Gearbox. You may only remove those parts from the Garage if you agree to dispose of them in an environmentally responsible manner. If you do not wish

to inspect and / or remove the parts, we shall dispose of them after you collect your Vehicle or Gearbox..

- 5.6 We shall use reasonable endeavours to ensure that we take good care of your Vehicle or Gearbox. In the case of a Vehicle we require you to remove all of your possessions from it before we start the Work and will not accept responsibility for the loss of any possessions within the Vehicle that you do not remove.

6. **Vehicle Warranties**

- 6.1 In the case of a Vehicle, if it is covered by a Manufacturer's new vehicle warranty, anti-perforation warranty or rust / corrosion warranty at the time the Work is carried out, we shall carry out all of the Work in a way that adheres to the terms of those warranties and the Manufacturer's specifications and documentation, using original or Manufacturer-authorized parts;
- 6.2 If our compliance with clause 6.1 causes us additional cost, we will tell you of alternatives and will explain to you in full the consequences of those alternatives (including, but not limited to, the voiding of the Manufacturer's warranties). The decision as to whether or not we will follow any such alternative shall be your decision alone;
- 6.3 We shall not be responsible or liable for any failure to comply with any warranties where you have not told us of those warranties.

7. **Sub-Contracting**

We may sub-contract any of our obligations under these Terms and Conditions as long as we ensure that any sub-contractor we use is reasonably skilled in the relevant practices and that we do not pass on to you any additional charges without your prior consent.

8. **Insurance, Damage and Liability**

- 8.1 We shall at all times have in place suitable and valid insurance, including public liability insurance;
- 8.2 We shall not be liable to you for any loss or damage you suffer due to your failure to follow our or the Manufacturer's instructions;
- 8.3 We will not be liable to you for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control;
- 8.4 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when our contract with you is created. We will not be responsible for any loss or damage that is not foreseeable;
- 8.5 We provide Services to you only for your personal and private use/purposes as a Consumer. We make no warranty or representation that products, or other goods or materials that we use in carrying out the Work are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 8.5 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including

that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation

9. Warranty and Guarantee

- 9.1 We warrant the Work from the date of invoice for a Warranty Period of 12 months or a distance of 12,000 miles whichever occurs first.
- 9.2 Subject to clause 9.4 and 9.6 unless we explicitly tell you otherwise when we invoice you, we shall warrant all parts that we use from the date of invoice for the warranty period. The warranties on certain parts may vary due to their original Manufacturers' warranty conditions, and in that case we will tell you in our invoice or another document that a different warranty period will apply to those parts;
- 9.3 Subject to clause 9.4 and clause 9.6 if any Work done and / or parts used fails during the Warranty Period, we shall carry out the necessary repairs and replacements at no additional cost to you;
- 9.4 In the case of a Gearbox
 - 9.4.1 we will be entitled to void the warranty if you do not provide us with satisfactory evidence of the mileage of the vehicle in which the Gearbox is to be installed at the time you take delivery of it;
 - 9.4.2 where you have requested this to be repaired, rather than refurbished, the warranty will only apply to the parts that have been replaced as stated on the invoice and not to the operation of the Gearbox as a whole;
 - 9.4.3 where you have requested this to be reconditioned the warranty does not apply to any electrical items fitted to or inside the Gearbox including, without limitation, speed sensors, temperature sensors, solenoids, mecatronic units and valves
 - 9.4.4 where the Gearbox is not installed in a vehicle by us the warranty will not apply where any defect or fault is caused by incorrect fitting, addition of antifriction additives or incorrect oil or any foreign matter, subsequent modification of the Gearbox or the engine of the vehicle in which it is fitted, failure of parts not furnished with the Gearbox such as propeller shafts, clutch hydraulic systems, clutch cables, pigot bearings and the like or any damage resulting from inadequate oil levels being maintained in the Gearbox for whatever reason
- 9.5 We provide Services to You for Business use/purposes, and not for any Consumer use/purposes;
- 9.6 We will be entitled to void any warranty that we give you if the Vehicle or any vehicle in which the Gearbox is installed is used for anything other than normal purposes (unless we explicitly tell you otherwise). This includes:
 - 9.6.1 participating in racing or other competitions of any kind;
 - 9.6.2 participating in speed testing or time trials;
 - 9.6.3 use in a way which exceeds its design limitations (exceeding maximum towing weight, for example);
 - 9.6.4 use in a way which does not conform with Manufacturer's recommendations; or
 - 9.6.5 failure to service or otherwise carry out maintenance in accordance with the Manufacturer's recommendations.

9.7 Where a breach of warranty arises you should notify us as soon as you become aware of the same and you should arrange to return the Vehicle or Gearbox to us at your own expense so that we can examine it and comply with the terms of the Warranty

9.8 The Warranty is personal to you and is not transferrable

10. **Cancellation**

10.1 If under sub-Clause 10.2 you cancel any Work booked, and you have paid us any deposit or prepayment under clause 3.1, we will deduct this from any sum you owe us under any part of this Clause 10 and refund you any surplus;

10.2 If you cancel the Work after we have started it you must pay us for all labour and for all parts we have used and for those parts we have not used but which we have ordered and which, in our reasonable judgement, we are unlikely to be able to use or sell within 6 months. We will charge you for that labour at the same hourly rate as we used to calculate the Price. Clause 3 shall apply to the payment of any such invoice;

10.3 The parts we have ordered but not used by the time you cancel will remain our property. We may use or dispose of them as we see fit without accounting to you for their cost where we have charged you for them under clause 10.2;

10.4 Once you have paid us all that you owe us, you shall collect (or arrange for the collection of) your Vehicle or Gearbox within 7 days. If your Vehicle or Gearbox remains on our premises beyond that period. You shall pay us for its storage at the rate of £17 per day. We will not release your Vehicle or Gearbox until you have paid in full all sums that you owe us (including the storage charge)

11. **Changes to Terms and Conditions**

We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such change.

12. **No Waiver**

No failure or delay by you or us in exercising any rights under these Terms and Conditions means that you or we have waived that right, and no waiver by you or us of a breach of any provision of these Terms and Conditions means that you or we will waive any subsequent breach of the same or any other provision.

13. **Severance**

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

14. **Third Party Rights**

14.1 No part of the contract between you and us is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.

14.2 Subject to this Clause 14, the contract between you and us shall continue and be binding on the transferee, successors and assigns of either Party as required.

15. **Entire Agreement**

- 15.1 The documents comprising the contract between you and us contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 15.2 You and us acknowledge that, in entering into the contract, neither you nor us give any warranty or rely on any representation, warranty or other provision except as expressly provided in the documents comprising the contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16. **Law and Jurisdiction**

- 16.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and
- 16.2 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

Additional Clauses

1. All warranty's on any products are on a non-transferable basis the warranty is for the person or company named on the invoice only.
2. Any warranty claim that is down to lack of oil in the transmission /axle / diff / transfer box . Will be rejected. It is the clients responsibility to check and not drive if low of oil.
3. A repair to any transmission will be stated on the invoice as 'repairs to' this means that it is not a reconditioned unit and as such we only warrant the parts we fit from defect, not the whole unit or labour .
4. Reconditioned transmission units come with a 12 month or 12,000 mile warranty on passenger vehicles, commercial vehicles and taxi's come with a 6 month or 6000 mile warranty.
5. Reconditioned transmissions supplied out are covered for the unit only and no labour / fitting cost will be included. It is your responsibility to bring us the faulty part for inspection and repair.
6. All warranties apply to the UK only, and any recovery cost is not included in the warranty.
7. Any vehicle with any modification, ie engine remap, performance parts, solid flywheel conversion, bigger wheels will be void of warranty.