

Terms and Conditions for Aftersales Service

Effective from 1st October 2015

Nothing contained in these Terms and Conditions will affect or restrict the statutory rights of a consumer under the Consumer Rights Act 2015

1. Definitions and Interpretation

- 1.1 In these terms unless the context shall require otherwise:
 - (a) 'Trader' means THREEWAYS GARAGE Ltd. its successors and assigns.
 - (b) 'Consumer' means the person, firm or Trader at whose request the Work is to be done or Goods supplied.
 - (c) 'Vehicle' means a vehicle delivered to the Trader as bailee upon which the Consumer has requested the Trader to perform Work or provide an estimate of Work.
 - (d) 'Manufacturer' means, in respect of a Vehicle, the manufacturer of vehicles of that type and ancillary parts for that vehicle.
 - (e) 'Completion' means, in the case of the contract for Work, the date of the Trader's notice to the Consumer that Work has been completed.
 - (f) CRA 2015 means the Consumer Rights Act 2015
 - (g) 'Goods' means any goods or replacements therefor to be supplied by the Trader under the Contract.
 - (h) 'Order' means the instructions written or otherwise received by the Trader from the Consumer for Work to be done or Goods to be supplied.
 - (i) 'Contract' means the contract between the Trader and the Consumer for the sale or supply of Work and/or Goods.
 - (j) 'Work' means any works to be performed on a Vehicle at the Consumer's request whether by way of repairs, servicing, fitting or otherwise.
 - (k) 'Manufacturer parts' means vehicle parts manufactured by the Manufacturer.
 - (l) Sales Information means the sale information provided by the Trader and not the manufacturer

1.2 These terms and the terms set out on the Order constitute the only terms of the Contract and no amendment or addition thereto shall be effective unless agreed in writing by an authorised representative of the Trader.

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 provisions as amended or re-enacted from time to time.

2. Formation of Contract and Cancellation

- 2.1 The Consumer's request (or that of his insurance Trader) to the Trader to carry out Work or supply Goods is all offer to enter into a contract upon these terms. Acceptance occurs and the Contract is formed upon either:
 - (a) the Trader's accepting the Consumer's duly signed authority to the Trader to proceed with Work and accepting delivery of the Vehicle at its premises; or
 - (b) the Trader's issuing to the Consumer an acknowledgement of the Order signed and dated by an authorised representative of the Trader; or
 - (c) in the case of Goods only, the Trader's proceeding to fulfil the Consumer's order.
- 2.2 The Contract is personal to the Consumer and the Consumer shall not assign the benefit of the Contract without the prior written consent of an authorised representative of line Trader.
- 2.3 The Sales Information provided by the Trader will form part of the Contract but not otherwise.
- 2.4 There is no formal right to cancel once a contract has been validly entered into. Exceptions to this are if the contract is a conditional contract which has not been satisfied or is a distance selling one.

3. Estimates

- 3.1 Any estimate given by the Trader is a considered approximation of the likely costs of Work and Goods. Estimates do not constitute an offer by the Trader and are valid for 14 days from the date stated there on.
- 3.2 If the Consumer deposits a Vehicle with the Trader for the purposes of an estimate and does not either give instructions for the carrying out of the Work, or collect the Vehicle within 14 days from the date of the estimate the Trader shall be entitled either to store the Vehicle itself or have it stored by third parties (as the Trader may in its absolute discretion think fit) and to charge the Consumer with the cost of such storage for the period from the 15th day after line date of estimate until the Consumer collects the Vehicle. The Consumer shall be deemed to have given instructions to the Trader for the storage of the Vehicle for such period and the Trader shall be constituted a bailee for reward and obtain a lien against the Vehicle for its reasonable storage 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.
- 3.3 Unless otherwise agreed in writing by an authorised representative of the Trader if, during progress of the Work, it appears that the estimated costs will be exceeded by a significant amount, the Trader will cease performing Work and notify the Consumer of the anticipated costs and will not resume performance of Work until it has received the Consumer's express permission (which need not be in writing).

4. Prices and Variation

- 4.1 Prices of Goods stated in any estimate or in the Order are based on prices current at the date of the estimate or Order (as the case may be).
- 4.2 The Trader reserves the right to vary the price of Work or Goods by any amount attributable to a change in the Consumer's instructions or any variation in cost to the Trader 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).
- 4.3 The Contract may not be varied without the express consent in writing of an authorised representative of the Trader. Any variations so agreed shall not constitute a new contract, but shall be deemed to be an amendment of this Contract.
- 4.4 The rights of the Consumer to seek repeat performance from the Trader and to seek a price reduction under the CRA 2015 are not affected by the provisions of this contract.

5. Time, Courtesy/Loan Vehicle, Delivery and Charges

- Dates given for completion of Work or delivery of Goods are estimates only. Time is not of the essence of the Contract. The Trader will use reasonable endeavours to perform Work or supply Goods within the time (if any) specified to the Consumer. The Consumer shall not be entitled to reject Work or Goods completed or delivered later than the estimated date. The Trader may suspend or delay delivery and shall not be liable for any loss, damage or delay occasioned by failure to deliver Goods or complete Work on the estimated delivery date.
- 5.1 If the Trader fails to perform the Work or supply the goods within a reasonable time the rights of the Consumer under the CRA 2015 are not affected.
 - 5.2 Unless otherwise agreed in writing delivery of the Goods/Services shall take place at the Trader's premises. The trader reserves the right to charge Carriage and/or Postage costs.
 - 5.3 Courtesy and/or Loan vehicles will only be provided subject to management approval and the customer meeting the Trader's criteria (available on request).

6. Completion and Payment

- 6.1 Unless otherwise expressly agreed in writing by an authorised representative of the Trader, delivery of Goods shall be the Trader's premises.
- 6.2 The Trader shall notify the Consumer when Goods on order from a supplier are ready for collection. If the Consumer shall fail to pay for and take delivery of such Goods within 7 days of such notice the Trader 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.
- 6.3 Goods ordered from stock shall be delivered upon payment of the price.
- 6.4 Upon completion of Work the Trader shall advise the Consumer that the

Vehicle is ready for collection and the Consumer shall be obliged to pay for Work and/or Goods and collect the Vehicle. The Consumer will pay the Trader for all Work done and Goods supplied and any storage charges before the Vehicle may be removed from the Trader's premises.

- 6.5 If the Consumer shall fail to collect the Vehicle within 7 days after Completion the Trader shall be entitled to store the Vehicle itself or to have it stored by third parties (as the Trader in its absolute discretion may think fit) and to charge the Consumer with the cost of such storage for the period from the eighth day after Completion until the Vehicle is either collected by the Consumer or sold pursuant to Clause 6.6 below. Such storage charges shall be added to and form part of the Contract price. The Consumer shall be deemed to have given instructions to the Trader for the storage of the Vehicle for such period and the Trader shall be constituted a bailee for reward and obtain a lien against the Vehicle for its reasonable storage charges during such period.
- 6.6 If the Consumer is in breach of any obligation hereunder to take delivery of the Vehicle, the Trader may serve on the Consumer 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 Consumer shall fail within such period to pay all monies due to the Trader and take delivery of the Vehicle the Trader may sell the Vehicle. Upon any such sale the Trader shall pay the balance of the proceeds of sale to the Consumer, after the deduction of all monies due to the Trader, interest on overdue amounts, and all costs of sale.
- 6.7 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 Lloyds 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 judgement has been obtained.
- 6.8 The Trader may at any time at its absolute discretion appropriate any payment by the Consumer to such outstanding debt as the Trader thinks fit notwithstanding any purported appropriation to the contrary by the Consumer.
- 6.9 The Trader reserves the right at any time at its absolute discretion to demand security for payment before continuing performance of an Order.
- 6.10 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).
- 6.11 Without prejudice to the provisions of Clause 6.7 and to the Trader's other rights and remedies for breach of contract or otherwise, the Trader reserves the right to make a single late-payment charge to cover the Trader'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 payable by the Consumer if the Consumer does not make payment in full for the Goods or Work on or before the due date in accordance with this Clause 6. The amount of such charge shall be calculated at 2.5% of the total Invoice price and shall be shown as a separate item on the invoice to the Consumer but payable only in the event of late payment.

7. Risk and Retention of Title, Lien

- 7.1 Goods are at the risk of the Consumer as soon as they are delivered by the Trader to the Consumer.
- 7.2 Until the Trader has received payment in full of all sums owed to it on any account by the Consumer, whether arising out of this or any other contract, legal and beneficial title to the Goods shall remain in the Trader; such Goods are referred to in this condition as Retained Goods.
- 7.3 The Consumer may use Retained Goods and acknowledges that he shall be in possession of Retained Goods as bailee for the Trader.
- 7.4 The Consumer will store Retained Goods separately from his own Goods or those of any other person, keep them safe, in good condition and clearly identifiable as the Trader's property with all identifying marks intact and legible.
- 7.5 The Consumer irrevocably authorises the Trader to enter upon its premises for the purposes of inspecting Retained Goods and identifying them as the Trader's property.
- 7.6 The Consumer's power of possession and use of Retained Goods shall terminate:
 - (a) forthwith on notice from the Trader if the Trader has reasonable doubts as to the ability or willingness of the Consumer to pay any sum to it on the due date; and
 - (b) automatically upon the occurrence of any of the following events:
 - (i) if the Consumer 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
 - (ii) if there is presented a petition for the winding up of the Consumer or for the appointment of an administrator or receiver of the whole or any part of the assets or undertaking of the Consumer
 - (iii) if there is appointed an administrator or receiver of the whole or any part of the assets or undertaking of the Consumer
 - (iv) if there is passed a resolution or made an order for the winding up of the Consumer (otherwise than for the purposes of a bona fide reconstruction or amalgamation of a solvent Trader)

- 7.7 Upon suspension, revocation or determination of the power of possession and use of Retained Goods under this Condition the Consumer shall place all the Retained Goods in its possession or under its control at the Trader's disposal and shall be deemed irrevocably to authorise the Trader to enter upon any of its premises with or without vehicles for the purpose of removing such Goods.
- 7.8 The repossession of Retained Goods by the Trader in accordance with this Condition shall be without prejudice to all or any of the Trader's other rights or remedies against the Consumer.
- 7.9 The Trader shall have a general lien on any property of the Consumer in its possession for all monies owing to the Dealer by the Consumer on any account whatsoever.

8. Loss or Damage

- 8.1 The Trader is only responsible for loss of or damage to any Vehicle or its accessories or contents caused by the negligence of the Trader or its employees.
- 8.2 The Consumer is strongly advised before delivering the Vehicle to the Trader to remove from the Vehicle any items of property not related to the Vehicle. The Trader shall not be liable for loss or damage to any such item remaining in the Vehicle.
- 8.3 This provision in the Contract does not affect the rights of the Consumer to seek a price reduction in the event that the Trader fails to perform a service without reasonable care but not otherwise

9. Replacement Parts

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 Trader for return to the Consumer upon collection of the Vehicle. If the Consumer does not ask to take possession of such replaced parts when collecting the Vehicle, replaced parts shall become the property of the Trader to dispose of as it deems fit.

10. Returned Goods

- The Trader may (in its absolute discretion) agree to rescind the Contract and accept return of Goods upon the following conditions:
- (a) the Goods were not specially ordered from the manufacturer or supplier for the Consumer; and
 - (b) the Consumer returns the Goods in good condition within 5 working days after delivery; and
 - (c) the Consumer produces the original invoice for the Goods; and
 - (d) the Consumer pays the Trader's current handling charges for returned Goods.

11. Sub-Contracting

The Trader shall be entitled to appoint sub-contractors for the performance obligations under the Contract.

12. Health and Safety

- 12.1 Upon delivery of a Vehicle to the Trader the Consumer shall immediately inform the Trader 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 Manufacturer parts is the Manufacturer.
- 12.3 The instructions for use, cautionary notices and other technical notices supplied to the Consumer with the Goods have been prepared by the relevant manufacturer of the Goods. The Consumer should read such notices carefully. The Trader shall not be liable for any loss or damage suffered by the Consumer through the Consumer's failure to read and comply with instructions specified in such notices.

13. Warranties

- 13.1 Genuine Manufacturer parts fitted to the Vehicle or supplied as Goods are warranted by the Manufacturer free from defect for 12 months from the date of supply. In respect of any other parts fitted or supplied as Goods, the Trader assigns to the Consumer the benefit of the applicable Manufacturer's warranty (if any).
- 13.2 The Trader warrants Work free from defects for a period of 3 months from Completion or until the Vehicle following Completion has covered 3,000 miles (whichever occurs sooner) (the Warranty Period).
- 13.3 If the Work includes painting then:
 - (a) 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 Trader 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.
- 13.4 If within the Warranty Period material defects in the Work shall be discovered and:
 - (a) the Consumer notifies the Trader within 14 days after discovery giving particulars and returns the Vehicle to the Trader's premises to allow an inspection to be carried out; and
 - (b) such defect has arisen from faulty materials employed or Workmanship carried out by the Trader, then the Trader shall remedy the defect and, if necessary, supply replacement parts. Any parts so replaced shall become the property of the Trader to dispose of as it deems fit.
- 13.5 The Trader'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 Trader's obligations under the Contract.
- 13.6 The Trader's liability under this Condition 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 Trader shall not be liable in the case of defects arising out of normal deterioration, failure to follow Manufacturer's instructions or improper or faulty handling of the Vehicle.
- 13.7 The warranties contained in this Clause are in addition to any statutory rights implied in favour of a purchaser of goods.
- 13.8 Nothing in this Condition shall be construed as limiting or excluding the Trader'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).

14. Distance Selling

- 14.1 If the contract has been completed without any face to face contact between the Trader and Consumer, or anyone acting on your or our respective behalf, you may give notice to cancel within 14 days without giving any reason.
- 14.2 The cancellation period will expire 14 days after the day on which the Consumer, or a third party on your behalf, takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel, the Consumer must inform us of your decision to cancel the contract in writing by clear statement (e.g. a letter sent by post, fax or email) to the Trader's address as set out overleaf.
- 14.3 If the Consumer cancels the contract, the Consumer will be reimbursed (using the same means), all payments received under the contract not later than 14 days after the day on which the Trader receives the Goods back.
- 14.4 The Trader may withhold reimbursement until they have received the Goods back or the Consumer has sent evidence of having sent back the Goods back, whichever is the earliest. The Consumer should send back the Goods or deliver them back to the Trader at the address shown overleaf, not later than 14 days after the day on which you communicate your cancellation of the contract. The Trader will require the Consumer to bear the cost of returning the Goods.
- 14.5 The Consumer must take all reasonable care of the Goods and will be responsible for any loss or damage from when the Goods are delivered, until when they are returned to the Trader.

15. Force Majeure

- 15.1 The Trader shall not be liable to the Consumer if unable to carry out any provision of the Contract for any reason beyond its control or owing to any inability to procure parts or materials required for the performance of the Contract.
- 15.2 The Trader shall notify the Consumer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the Trader 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 Consumer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction, or suspension.
- 15.3 Should such contingency continue for more than one month either party may cancel the Contract and, subject to payment for any parts fitted and Work done pursuant to the Contract, the Consumer may collect the Vehicle and the parties' respective obligations under the Contract shall be deemed to be discharged.

16. No Waiver

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

17. Notices

Any notice under these Conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the Contract or to such address as the Trader and the Consumer 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 48 hours from time of posting, in the case of telex, on the recording of the 'answer back' code on the sender's machine, and in the case of facsimile, on the expiry of 15 minutes from completion of transmission by the sender.

18. Construction and Jurisdiction.

- 18.1 English law shall govern construction and operation of the Contract and the Consumer agrees to submit to the exclusive jurisdiction of the English Courts.
- 18.2 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 restriction of the Trader's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.