

# W G Davies (landore) Limited

## Terms and Conditions of Business

We (hereinafter called "The Company" accept vehicles (as hereinafter defined) for repair, for examination with a view to estimating for repairs, for garaging or pending sale or for any other purpose only on and subject to the following terms and conditions (in addition to any conditions stated on the face hereof):-

1. Estimates are effective only for 28 days after despatch. If instructions (whether verbal or in writing) are not received from a customer (in response to an estimate rendered) within 28 days from despatch of the estimate, the Company may charge its usual garage rates from the date 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).

2(i) All estimates by the Company are based on the current cost to the Company of labour, material and spare parts at the date of estimate and in the event of any variation occurring before or after acceptance the Company may if it thinks fit require the Customer to pay on completion of the work any increase due to such variation.

(ii) If no price is stated 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,

(iii) If in the opinion of the Company it is impracticable for any reason to carry out any of the work it is instructed to carry out it shall be entitled to refrain from carrying out or completing such work (notwithstanding that an estimate may have been given therefore) and to carry out only such work as in the opinion of the Company may be practicable.

3. Variation of any kind in the estimate, or the scope of the repair, or the prices chargeable, or otherwise howsoever, shall be subject to all these conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract, and the original contract shall remain in force, but as so varied. No act of commission or omission by the Company in relation to any vehicle shall constitute a deviation from the contract, nor shall any such act disentitle the Company to the benefit of any of these Conditions.

4. Every endeavour will be made to carry out the work by the time desired, but the Company shall not be liable for any delay howsoever occasioned and this notwithstanding that a definite date for completion may be specified.

5. Any work done or goods supplied in relation to a vehicle, by the order of any driver in the Customer's employ, or by any person who is reasonably believed to be acting as the Customer's agent, or by the order of any person to whom the Company is entitled to make delivery of the vehicle, shall be paid for by the Customer.

6. Payment for all repairs and/or spare parts supplied is due on completion of work, but the Company may demand a deposit before commencing or in the course of any work. A repair is completed for the purpose of these conditions when notice has been given that the vehicle is ready for collection.

7. The Company shall have a general lien on a vehicle and all its contents for all monies owing to the Company by the Customer or any account whatsoever. The Company shall be entitled to charge garage rent during any period in which the vehicle is retained by virtue of the lien.

8. If the Customer's indebtedness to the Company is not satisfied within three months from the first account rendered to the Customer, the Company may without notice, sell the vehicle and/or the contents thereof by public auction or private treaty. The net proceeds of sale shall be applied towards satisfying monies due from the Customer to the Company, and any balance shall be paid by the Company on demand.

9. Where in any case a driver who, so far as the Company is aware, has authority to collect the vehicle, collects the same, the Company shall not be responsible to the Customer for any loss or damage resulting, on the grounds that such driver had in fact no such authority, and this notwithstanding that delivery may have been made without payment of the Company's account. It shall not be obligatory upon the Company to seek confirmation of the authority of any person reasonably believed to be then, or to have been at some time connected with the Customer.

10. In conjunction with any inspection in particular taking any vehicle for any HGV testing or plating certificate at a Vehicle Licensing Test Centre it is expressly agreed that the Company has the full authority of the Customer to drive or take such vehicle to such Testing Centre for all reasonable purposes unless express notice in writing is given to the contrary before any vehicle is received from the Customer for repair and/or Testing.

11. Except in the case of consumer transactions the Company is not responsible for loss or damage to vehicles or other property whatsoever however occasioned, except when such loss or damage is caused by the 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 or for any indirect or consequential loss or damage, except direct physical damage to persons or property.

12. 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. This warranty extends only to repair actually undertaken and does not cover progressive fault diagnosis. It does not affect any statutory rights,

13. All parts removed by the Company in the course of repair shall not be collected by the Customer on the completion of the repair and collection of the vehicle be deemed to be wholly abandoned to the Company and they shall become the Company's absolute property accordingly forthwith. Such may be disposed of in any way as the Company shall in its absolute discretion deem fit without being liable for any claim whatsoever. Any moved or defective parts should therefore be collected when collection of any vehicle.

14. Any notice to the Customer posted to his last known address shall be good notice.

15. Save where the context forbids, the expression vehicle wherever used in these Conditions includes a car, lorry, van, trailer, caravan, invalid carriage and cycle, and, as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter; battery and each and every component of a vehicle.

16. No alteration or qualification of these printed terms and conditions shall be effective unless in writing signed on behalf of the Company by a Director or a duly authorised officer of the Company. No other person has any authority to alter or qualify in any way the above printed conditions or to enter any contract for repair for any of the purposes set out in the preamble above on behalf of the Company otherwise than on such conditions.

17. Unless otherwise stated, all service work undertaken is carried out in accordance with the manufacturer's schedule.

18. The ownership and title to any goods supplied or parts supplied by the Company will pass and be transferred to the Customer when the amount due is paid in full for the goods and/or services. In particular any parts supplied either directly and/or fitted will remain the property of the Company until fully paid for,

19. Until any parts and/or goods are paid for in full the Customer shall not resell parts and/or goods and shall keep them in their possession in such a way as to ensure that they are recognisable as parts or goods supplied by or belonging to the Company,

20. Payment of all invoices are to be effected within the agreed time unless agreed in writing the agreed time shall for the purposes of payment mean 30 days from the date of invoice. Any forbearance separately agreed terms of trade will be separately agreed to in writing by the Company and any and all outstanding accounts outstanding after the agreed period specified or otherwise agreed in writing will carry interest at a rate of 7% above the base lending rate of the Company's clearing bankers or in the absence of such defined rate the most equivalent rate thereto as a borrowing rate.

21. It is expressly agreed that any other terms of trading which may be agreed between the Company and the Customer will take priority only if agreed in writing.