

Technical Vehicle Repairs and Servicing (South West) Ltd

Terms & Conditions of Trading. (Subject to change without notice).

1. Booking Contract

The Contract entered into between you and us is formed when you book an appointment for specific Vehicle Repair Work to be carried out. Any Contract may be cancelled as follows:

- You have the right to cancel a booking without charge when giving a minimum of 48 hours before the scheduled arrival time
- You have the right to cancel a booking at any time however, when less than 48 hours of notice is given, we reserve the right to make late cancellation charges based upon the value of the labour aspect of the job cancelled
- Cancellation by us, at any time prior to the commencement of the Vehicle Repair Work;(including at drop off)
- Cancellation by us, if the vehicle requires other work to be completed before we can proceed with booked work.
- Cancellation by us, at any time following a Vehicle Assessment or following a Pre-Work Inspection
- Cancellation by us, if we discover any corrosion to the Vehicle
- Cancellation by us, if we find the vehicle is not of adequate condition to work within or around.
- Cancellation by us, if there is a delay by you not supplying relevant equipment, parts or information within reasonable timescales (normally 7 days) once work has begun.

If you wish to cancel the Contract, then please notify us by phone and/or email at the earliest opportunity. We reserve the right to refuse bookings, should history show that several appointments were booked and then cancelled at short notice by any single client.

If we wish to cancel the Contract, then we will notify you in writing (by email or by post) or by telephone using the contact details we have for you beforehand or reject the vehicle at time of drop off.

2. Lien.

All works carried out as detailed within our invoices are subject to an express mechanics lien.

We will also not be held responsible for loss of or damage to vehicles, or articles left therein, whilst under our custody or control howsoever caused, we therefore request that the customer remove any items of value before leaving their vehicle in our custody.

3. Additional and Incidental work and materials.

- In the course of fulfilling the Booking, the Mechanic may suggest additional diagnostics, repairs or maintenance be carried out, and may provide an estimate for the additional cost of carrying out all or part of these additional services. By accepting this estimate you grant permission for the Booking to be amended to reflect this additional work and for payment to be collected for this work in the same manner as previously agreed.
- In carrying out the work ordered, we are to do (or procure to be done by specialists) such incidental work and to supply such materials and/or parts or reconditioned units as we consider necessary or desirable for the purposes of complying effectually with the customer's instructions.

4. Charges.

Unless the charge for work is to be according to a written estimate to the customer, labour charges will be based upon either published fixed prices or time as taken if unstated operations or extra work is encountered, and materials/parts used in carrying out the work ordered.

5. Delivery.

Our best endeavours will be made to comply with the customer's wishes as to the time when the work should be completed, but we shall not be held responsible for any consequence due to the work taking longer to complete caused by anything outside our control.

6. Force Majeur.

TVRSSW shall not be under any liability to the customer in respect of any failure to perform or delay in performing any of its contractual obligations to the customer attributable to any cause of whatsoever nature beyond TVRSSW reasonable control and no such failure or delay for any purpose of these conditions to constitute a breach of contract.

7. Responsibility.

Responsibility for the safety of the vehicle, its accessories and contents cannot be accepted by ourselves in respect of matters arising beyond our control. The customer is earnestly recommended to make certain that his/her own policy of insurance covers the usual risks of Fire, Burglary, Theft, Frost, Impact or other Damage or Loss including whilst being left at a motor vehicle repair workshop.

8. Warranty/Guarantee (Not transferable to a subsequent owner or third party).

(See also sub-heading “New or Second Hand Parts Supplied by the Customer or TVRSSW”)

Any invoice queries or discrepancies must be notified to TVRSSW direct within 7 days of date of invoice.

Unless otherwise agreed in writing, all new parts supplied/fitted by TVRSSW will be subject a 12 month warranty period and conditions and their decision or judgement shall be final. Labour will be guaranteed for a period not exceeding 3 months or 1,000 miles (whichever is the sooner). In the event of failure within the warranty periods, all warranty repairs are to be undertaken by ourselves unless arranged with us by our prior written agreement, in which case we must have sight of the particular fault before the alleged faulty component/part/unit is removed from the vehicle (all removed parts must be returned to us for our inspection).

Title of any removed parts passes to TVRSSW upon any payment being made from ourselves to the customer or his/her agent. Transportation or any incidental costs must be made by the customer and will not be accepted by us.

9. New or Second Hand Parts Supplied by the Customer or TVRSSW.

Any new, recycled or second-hand parts that are supplied by the customer will not be covered under any warranty agreement by TVRSSW whatsoever. Second hand parts as supplied by TVRSSW or our agents will be covered for a maximum warranty period of one calendar month or 1,000 miles (whichever is sooner) and warranty shall be deemed to cover the part only.

10. Title of Goods.

TVRSSW shall retain full ownership title of any/all parts listed and supplied until paid for in full. We therefore reserve the right under law to remove at the customer's expense, any/all parts owned by TVRSSW and not paid for by the customer within the specified period, we also reserve the right to subsequently pursue within the legal system, any/all outstanding debts owed to us.

11. Accounts.

In the event of the customer's account, or part thereof, remaining unpaid for a period of twenty one days after invoicing, we reserve the right under law to charge an initial administration charge of £30-00 + vat and thereafter, interest at eight per cent per annum above The Bank of England base lending rate in force at that time, on all amounts unpaid after that date. Also, should the account remain unpaid for a further seven days after the due date, we will start legal procedures without further notice, for the recovery of all unpaid monies plus interest and legal costs. Historic payment trends shall not apply.

12. Collection of Vehicle.

Upon completion of works to the customer's vehicle, the customer will be informed that the vehicle is ready for collection and an invoice will be prepared. If the customer fails to collect the vehicle and remove it from the premises of TVRSSW within 3 working days after being informed that said vehicle is ready, TVRSSW reserves the right to charge the customer additional storage charges of £15-00 (fifteen pounds) or an amount deemed correct (if different) + vat per day. . If the Customer shall fail to pay all monies due to the Company and collect the Vehicle within 28 days of being notified that the Works have been completed, the Company shall be entitled to dispose of the Vehicle and the Customer shall be deemed to have given his/her consent to such sale. Where the Company proceeds to sell it, the Company may sell the Vehicle by whatever means it deems appropriate and the Customer agrees that upon such sale title in the Vehicle shall be transferred to the purchaser. Upon any such sale, the Company shall pay any balance of the proceeds of the sale to the Customer after deducting all monies due to the Company and all costs of sale.

13. Payment. (Subject to express mechanics lien).

Payment shall be made by Cash, Credit/Debit Card, Bank Transfer or Cheque covered by a guarantee card, made payable to 'TVRSSW. (Cash over £400, Credit card, either private or business, or business Debit card use may be subject to a minimum 2.5% surcharge at our discretion).

All invoices must be paid in full upon completion of work and the presenting of the relevant invoice. Should the balance of works reach £2,500 with no agreed credit facilities, or further works be instructed on completion of contracted works, then an interim payment for either total of works invoiced to date or £2,500 will be required before further works commence.

If the work has been completed and invoiced whilst we still retain the vehicle, and a following period of three months has elapsed, we reserve the right to dispose of the vehicle and to use the proceeds from any sale to repay the outstanding debt. Any amounts still owing to TVRSSW after the disposal will remain outstanding and procedures as set out in 'Accounts' above, will be started.

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