

Millers Garage (Newbury) Ltd – Terms and Conditions

GENERAL

- 1) These terms and conditions, are intended to contain all the terms of the agreement between us (the Company) and you (the Customer) relating to the repair, servicing or other work described in our invoice ("Work") to the vehicle identified in our invoice (the "Vehicle") and/or the supply of goods, parts or other things to be supplied by the Company, whether or not in conjunction with the Work ("Goods"). If you wish to rely on any amendment or addition you should ensure it is confirmed in writing by one of our duly authorised representatives.
- 2) If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to this Agreement rather than a new Agreement.
- 3) This Agreement will be governed by the law of England and subject to the nonexclusive jurisdiction of the courts of England and Wales.
- 4) You warrant that you own the Vehicle or are duly authorised by the owner to enter into this Agreement for the Work to be done on it on these terms.

ESTIMATES

- 5) An estimate is our considered approximation of the likely cost of the Work and/or Goods and is valid for 14 days from when we send it to you.
- 6) Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequential increase in the estimate. If the increase will be more than ten per cent (10%) of the total estimate, you may give notice within 14 days cancelling this Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
- 7) Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
- 8) If you have left the Vehicle with us for an estimate but have not accepted the estimate, or have refused it but have failed to collect the Vehicle, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you, at our rates in force at the time, for the storage of the Vehicle from the end of that period.
- 9) All estimates are inclusive of any applicable Valued Added Tax.

COMPLETION OF WORK AND PAYMENT

- 10) We will use reasonable endeavours to do Work or supply Goods within any time estimate we give you subject to any delays outside our reasonable control.
- 11) We shall be entitled to sub-contract all or any part of the work but will be responsible for the quality of the sub-contractor's work.
- 12) If for any reason we do not carry out the Work in full, we will charge you only for Goods supplied or fitted and a reasonable amount for any Work done.

13) We will notify you when the Work is complete and the Vehicle and/or the Goods are ready for collection and (unless you have a credit account with us, in which case you must comply with the terms agreed in relation to the operation of such account) you must pay for the Work and/or Goods upon collection.

14) All payments must be made in cash or by a UK credit/debit card, unless we have agreed to accept a cheque, in which case the cheque must be drawn on a UK clearing bank and received not less than six working days before you collect the Vehicle and/or Goods. We do not accept payment in cash over £5,000 per customer within any 3-month period.

15) We are entitled to retain the Vehicle and/or Goods until you have paid for the Work and/or Goods (and storage charges if applicable) in full.

16) If you fail to pay the full amount due and to collect the Vehicle and/or Goods:

16.1 Within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you, at our rates in force at the time, for the storage of the Vehicle from the end of that period.

16.2 Within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you 7 days' notice of our intention to do so and if you have not paid the full amount and collected the Vehicle and/or Goods before such notice expires) sell the Vehicle and/or Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to you.

17) Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.

18) We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Vehicle is collected, and will be free to dispose of them as we see fit if you do specifically ask for them when collecting the Vehicle.

TRANSFER OF OWNERSHIP AND RISK

19) The Goods will continue to belong to us until you have paid for them in full. You will, however, be responsible for any loss or damage from when they are delivered to you and should insure accordingly. A cheque will not be treated as payment until it has cleared.

LOSS OR DAMAGE AND LIABILITY

20) We will carry out the Work with reasonable care and skill and warrant it will remain free of defects in workmanship for a period of 12 months or 12,000 miles, whichever occurs sooner, from the date the Work is completed. However, this warranty will not apply if the Vehicle is involved in an accident or if and to the extent that a defect is caused or worsened by you (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect; (b) misusing or neglecting the Vehicle or using or permitting it to be used for racing, rallying or similar sports; (c) failing to comply with instructions from the manufacturer or from us concerning the treatment of, maintenance and care of the Vehicle and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions; (d) fitting the Vehicle, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer, or (e) altering the Vehicle and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.

21) We will sell the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights and is not affected by any change of ownership of the Goods. Remedial work under the manufacturer's warranty may be carried out by any other dealer in the UK or the EEA authorised directly or indirectly by the manufacturer, who may repair or replace any defective Goods or (if he considers repair or replacement uneconomic) refund an appropriate part of the price you paid for them.

22) If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.

23) You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Goods.

24) Except where you are acting as a consumer, and except for fraud or for death or personal injury resulting from our own negligence, we limit our liability for any breach of this Agreement to the amount you have paid for the Work and/or Goods and expressly exclude all liability in relation to the implied terms of satisfactory quality or fitness for purpose and for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.

25) You should remove any items of value and not related to the Vehicle as we will not accept liability for loss or damage to these which is not caused by our negligence.

RETURNED GOODS

26) We will accept the return of any Goods which you did not order specifically, provided that you return them, in the same condition as when supplied, within 5 working days of delivery, produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned Goods.

27) You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.

28) Save as above, we will not accept the return of any Goods which are not defective.

SET-OFF

29) If you owe us money which is outstanding for any Goods, and we also owe you money, then we have the right to off-set the money you owe us against the money that we owe you, and just pay you the net amount.

NOTICES

30) Any notice given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf and shall be deemed to have been received in due course of post.

DISTANCE SALES AND CONSUMER CONTRACTS REGULATIONS

31) If this Agreement has been completed either without any face to face contact between us and you (or anyone acting on your or our respective behalf) or away from our business premises, and in each such case you are also acting as a consumer, you may give notice to cancel this Agreement without giving any reason. This cancellation period will expire 14 days after the day on which you, or

a third party on your behalf, takes delivery or otherwise acquires physical possession of the Goods. To exercise this right to cancel, you must inform us of your decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post, fax or email) to the Company, contact details for which are set out overleaf. To meet the cancellation deadline, it is sufficient for you to send your communication confirming your exercise of the right to cancel before the cancellation period has expired. If you cancel this Agreement, we will reimburse you all payments received from you under this Agreement, without undue delay, and not later than:- a) 14 days after the day on which we receive the Goods back; or b) (if earlier) 14 days after the day you provide evidence that you have returned the Goods; or c) If there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement. We may make a deduction from the reimbursement for loss in value of the Goods, if the loss is the result of unnecessary handling by you. We will make the reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise, but in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have sent evidence of having sent back the Goods to us, whichever is the earliest. You should send back the Goods or deliver them back to us at the address of the Company shown overleaf, without undue delay and in any event not later than 14 days after the day on which you communicate your cancellation of this Agreement to us. This deadline is met if you send back the Goods before the period of 14 days has expired. We will require that you bear the cost of returning the Goods to us. You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us. You are liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

COMPLAINTS AND DISPUTES

32) If we receive a complaint from you, we will follow our complaints handling procedure in line with our Customer Care Code of Practice and our Bosch Car Service Code of Practice (BCS Code of Practice, Robert Bosch Ltd), a copy is available from us on request. Financial services complaints we cannot settle may be referred to the Financial Ombudsman Service. This service is free to use. Their consumer helpline is available on 0800 023 4 567 or 0300 123 9 123 or you can visit their website at www.financialombudsman.org.uk, email them at complaint.info@financial-ombudsman.org.uk or write to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Whilst acting as a consumer, if a non-financial services related dispute arises that cannot be resolved between us within a reasonable timescale, you may refer the dispute to the free independent advisory and conciliation service operated by The Motor Ombudsman, the government-backed, self-regulatory body for the motor industry. For details of this service you can call their dedicated Consumer Advice Line on 0843 910 9000, submit an enquiry or complaint via the website www.themotorombudsman.org or write to The Motor Ombudsman, 71 Great Peter Street, London, SW1P 2BN.

PERSONAL DATA

33) We may use the personal data you give us to tell you about our products and services by post, telephone, SMS or email, for market research purposes and to track sales. Further details on our processing of personal data can be found in our Customer Privacy Notice ("Privacy Notice"). You can obtain a copy of our Privacy Notice on our website www.millersgarage.co.uk or in person from our Company.

TELEPHONE CALLS

34) Please note, calls may be recorded for training and monitoring purposes.