

## TERMS AND CONDITIONS

### (NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

#### GENERAL

1. These terms and conditions, together with the details set out overleaf, are intended to contain all the terms of the agreement between us (Stourbridge Automotive Ltd) and you (the Customer) relating to the repair, servicing or other work and/or the supply of goods, parts or other things to be supplied by the Company, whether or not in conjunction with the Work ("the 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 is made in England, shall be subject to the exclusive jurisdiction of the English courts and shall be governed and construed in accordance with English law.
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.

#### COMPLETION OF WORK AND PAYMENT

5. We will use our reasonable endeavours to do work, supply Parts or Goods within any time estimate we have given you, but will not be liable for delays due to any cause outside our control.
6. We shall be entitled to sub-contract all or any part of the work, but will be responsible for the quality of the sub-contractors' work. If for any reason we do not carry out the work in full, we will charge you only for Parts/Goods actually supplied or fitted and a reasonable amount for any Work actually done.
7. We will notify you when the Work is complete and the Vehicle and/or the Parts/Goods are ready for collection you must pay for the Work and/or Parts/Goods upon collection.
8. Specially ordered parts must be paid for upfront before ordering.
9. All payments must be made in cash or by a UK debit/credit card.
10. Cheques are only accepted on agreement.
11. We do not accept payment in cash over £1000.00 We are entitled to retain the Vehicle and/or Parts/Goods until you have paid for the Work and/or Parts/Goods (and storage charges if applicable) in full.
12. If failure to pay the full amount due and to collect the Vehicle and/or Parts/Goods:
  - 12.1 Within 5 working days of being notified that the Work is complete and/or that the Parts/Goods are ready for collection, we may charge you, at our rates in force at that time, for the storage of the Vehicle @ £25.00 per day until the goods are paid for and collected.
  - 12.1 Within 3 months of being notified that the work is complete and/or the Parts/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 Parts/Goods before such notice expires) sell the Vehicle and/or Parts/Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to you.
13. Unless otherwise agreed in writing, the Parts/Goods will be deemed to have been delivered to you at our premises when you collect them.
14. 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

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

#### LOSS OF DAMAGE AND LIABILITY

16. 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 3 months or 1,000 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 that a defect is caused or worsened by the customer (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect (b) misuse or neglect of 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 Parts/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 supplied by the us, or (e) altering the Vehicle and/or Parts/Goods, or permitting them to be altered, in any manner which has not been approved by the manufacturer.
17. We will sell the Parts/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 Parts/Goods. Remedial work under the manufacturer's warranty may be carried out by any other dealer in the EEA authorised directly or indirectly by the manufacturer, who may repair or replace any defective Parts/Goods (if he considers repair or replacement uneconomic) refund an appropriate part of the price you paid for them.
18. You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Parts/Goods.
19. 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 parts/Goods and expressly exclude liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.
20. 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 own negligence.

#### RETURNED GOODS

21. We will accept the return of any Parts/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 current rate on the date of return) our handling charges for returned Parts/Goods.
22. You must take reasonable care of the Parts/Goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.
23. Save as above, we will not accept the return of any Parts/Goods which are not defective.

#### SET OFF

24. If you owe us money which is outstanding for any Parts/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

25. 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.

#### GDPR POLICY

26. Stourbridge Automotive is GDPR compliant, for full details see our GDPR policy on our website [www.stourbridgeautomotive.co.uk](http://www.stourbridgeautomotive.co.uk).