

## Terms of Business – Apex Automotive Solutions LTD

These Terms and Conditions shall apply to the repair and maintenance of motor vehicles by Apex Automotive Solutions Ltd (“the Garage”).

**Definitions:** In these terms and conditions, the following expressions have the following meanings:

“The Garage” means us, Apex Automotive Solutions Ltd, of Unit 5, Centenary Business Centre, Attleborough Fields Ind. Est., Nuneaton, CV11 6RY;

“The Customer” means you, any individual, firm or corporate body requiring the services of the Garage;

“Work” means any services carried out by the Garage, including but not limited to repairs, vehicle servicing; “Price” means the fee payable for the Work including parts, labour, VAT and any additional charges; and

“Vehicle” means the Customer’s vehicle which may be a car, van, motorhome.

Upon booking any work, these terms and conditions will bind the Garage and the Customer. If you place a booking for work via the phone, internet or in person, you warrant that you are legally capable of entering into a contract, you are at least 18 years old, and you reside in the UK.

### THE WORK

We shall use our best and reasonable endeavours to give you an accurate timescale for the Work. If, due to circumstances beyond our control, including non-availability of parts or a delay in delivery, it will not be possible for the Work to be completed as arranged, we will contact you as soon as is reasonably possible to inform you accordingly. If Work cannot be undertaken on time as stated above, you may exercise your right to cancel, but any other parts or time served (Labour) will still be chargeable.

We will provide details of the cost of any work required before it is carried out, and the Customer and the Garage shall agree upon this before the commencement of the Work. During the Work, it may become evident that additional parts and/or labour is required. In this event, no additional work will be carried out, nor will parts be ordered without the Customer’s consent. We will inform you immediately and provide an estimate for the additional parts and labour. Once we receive your vehicle’s keys and the work is booked, this will be deemed as acceptance of the cost of the work and these terms and conditions.

All parts to be used shall be new and shall be either the Manufacturer’s original equipment (OE) standard or those produced by a third party of OE standard. If we deviate from this provision in any way, we will inform you of the reasons for such deviation and any effect this will have on your warranty and will require your express consent before using such parts occurs. If any parts are replaced, the original parts will be made available for viewing and examination up to and including when you collect the Vehicle. If you wish to remove the original parts from the Garage, we shall be entitled to charge a surcharge, which will be refunded on their return. If you do not wish to inspect the parts, we will dispose of them following the vehicle collection.

The Garage shall use its best and reasonable endeavours to ensure that good care is taken of the Vehicle and any of the Customer’s possessions which may be inside it. Notwithstanding this provision, we shall not be held responsible for any loss or damage to such possessions. The Customer is advised to remove all possessions from the Vehicle before starting the Work.

### PAYMENT

From the point at which we start work on the Vehicle up until the point at which all sums due are paid in full in cleared funds, we shall have a general lien on the Vehicle and its contents for all sums due. Following completion of the Work, we shall invoice the Customer. This can be paid in cash or by bank transfer, debit or credit card ONLY. All sums shall be due immediately upon receipt of the relevant invoice. Upon receipt of the payment in full in cleared funds for any work carried out, we will return the vehicle to you. Our invoice shall provide a comprehensive summary of all work done and full details of all parts and labour, including the Price payable.

Any special-order parts ordered in advance must be paid for in full before ordering and shall be non-returnable or refundable in any circumstances. Such parts may also be subject to a 30% handling charge and will be advised to the Customer before placing any orders.

We shall be entitled to sell the Vehicle at the Customer's expense if sums remain unpaid following written notice to the Customer of 30 days, such notice to commence no earlier than 30 days following the date of the relevant invoice. From the due date of payment until the taking of actions, any outstanding sums shall incur interest daily at 2% above the Bank of England base rate from time to time until payment in full is made.

Vehicles should be collected within one day of us informing you that the work is complete. Vehicles not collected within this time will incur a storage charge of £45 per day plus VAT unless a Director of the Company has given prior agreement in writing.

## OUR WARRANTY

\* Where a Lifetime warranty applies, this will only be covered for manufacturer's defects. In addition to your Statutory Rights, we provide a Parts & Labour Warranty for three months (or within 3,000 miles – whichever comes first) for parts replaced by us that become defective within this time or distance and any related workmanship. Certain products will be excluded from the warranty if the vehicle has been altered from the vehicle manufacturer's product line or if the vehicle is being used for a race or rally. The Customer's right is to inform the garage when booking such changes to the vehicle. Any Warranty depends on: The Garage being allowed to investigate or rectify any faults within a reasonable timeframe. The manufacturer's vehicle operating instructions are being followed, as well as full compliance with our advisories, warnings, and information or any instructions we provide, either in writing or verbally. The parts or workmanship is not subjected to abnormal conditions or unreasonable wear and tear. The Garage will not be held responsible for any losses accrued whilst the vehicle is under warranty repairs. The Customer is responsible for returning the vehicle to the Garage for warranty repairs. The warranties on certain parts may vary due to the conditions of their original manufacturers' warranty. The Customer will be informed of this. Any warranty granted by the Garage applies directly to the Customer. The warranty is NOT transferable. Suppose the Customer sells or otherwise transfers the ownership of the Vehicle to another party. In that case, that party shall NOT be entitled to make any claim against the warranty to the Garage.

## CUSTOMER-SUPPLIED PARTS

We will not warrant or be held responsible for any parts supplied by the Customer, whether new or used. Should such parts cause damage to the Vehicle, we shall be entitled to charge for any costs incurred, including any labour for their installation and/or removal. We will not be held responsible for any consequential loss or damage whatsoever. Customers acknowledge that in supplying their parts/fluids, they remain ultimately responsible for any labour even if the item supplied is incorrect. If the item supplied is wrong, not enough items are provided to complete the repair, and such an event causes a repair bay to be unavailable for other repairs, the customer agrees to be charged for the time the bay is tied up.

## CUSTOMER-INSTALLED ITEMS

The customer acknowledges that if they install items on their vehicle and request maintenance or repair of those items, they remain solely responsible for any time spent or failed items in the event the item fails.

## EXISTING VEHICLE WARRANTIES

If the Vehicle is covered by a Manufacturer's new vehicle warranty, anti-perforation warranty or rust/corrosion warranty at the time of the Work, we shall ensure that the terms of those warranties carry out all work. Suppose additional costs are incurred by such conformity. In that case, the Customer will be informed of alternatives and will have the consequences of such alternatives (including, but not limited to, the voiding of the Manufacturer's warranties) explained to them in full. The Customer's decision shall be final. We shall obtain the consent of any warranty provider (whether the Manufacturer or a third-party organisation) before the commencement of any work covered by that warranty. We shall not be responsible for any failure to comply with warranties where the Customer has not made the Garage aware of the same before any work is carried out.

## INSURANCE CLAIMS

If the Work to be carried out on the Vehicle is the subject of an insurance claim, you (or the policyholder if they are not the same person) may be required to sign documents required by the insurer to authorise payment to the Garage for the Work. We shall not be responsible for any delays in completing the Work and/or returning the Vehicle to you where such delays arise from the insurer's actions, including, but not limited to, the withholding of payment.

## CANCELLATION

The Customer has the right to cancel the work at any time, subject to the provisions below. If work has commenced, the customer will be required to pay for all labour and parts used up until the point of cancellation, and the customer shall be invoiced for the same. Any parts ordered and paid for in advance will be non-refundable. Notwithstanding any payment the Customer may make for parts, those parts shall remain the property of the Garage, and we shall remain at liberty to use them or dispose of them as we see fit until we have received payment in full.

## INSURANCE & LIABILITIES

The Garage shall always have suitable and valid insurance, including public liability insurance. The Garage's total liability for any loss or damage caused because of its negligence or breach of these Terms and Conditions shall be limited to the extent of this insurance. We shall, under no circumstances, be liable for any consequential loss or damage whatsoever. The Garage is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions or recommendations given by the Garage or by the Manufacturer. The Garage is not liable for any loss or damage suffered by the Customer from the storage of its vehicle or its contents at the Company's premises. Nothing in these Terms and Conditions shall limit the Garage's liability for death or personal injury. The Garage shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising from the Garage's carrying out of the Work or any breach of these Terms and Conditions. The Customer shall indemnify the Garage against any costs, liability, damages, loss, claims or proceedings arising from the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

## COMPLAINTS PROCEDURE

Any complaint concerning any work carried out by us must be made in writing to a Director of the Company within 28 days of the work being completed. The Customer shall allow the Company to investigate or resolve any issues before corresponding with any other party. We will not be liable for resolving any mistakes, issues or problems unless all correspondence remains with us until this investigation has been carried out. We will contact you within ten working days of receipt of the complaint to confirm receipt. We will endeavour to resolve all disputes amicably and professionally within 15 working days. Should the dispute take longer, we will notify you accordingly. After the investigation, should you wish to escalate the complaint, you have the right to contact the Motor Codes' Code Advisory and Conciliation Service.

## CONSUMER RIGHTS

Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a consumer, including those arising from The Supply of Goods and Services Act 1982 or any amendments. Please contact the Citizens' Advice Bureau for more information about your statutory rights. ABUSE We will not tolerate any abusive behaviour, language or threats to any staff or other customers, whether in person, on the telephone or in writing. Anyone behaving this way on the premises will be asked to leave, and the police will be contacted if required.

## DATA PROTECTION

We will retain your details and hold them on a secure database for direct marketing. If you wish to be removed from our database, please write to us to let us know. We will not share your data with any third parties for any reason without your prior consent.

Such data will only be collected, processed and held by our rights and obligations arising under the provisions and principles of the Data Protection Act 1998. We have the right to pass on any personal information the Customer provides to relevant authorities including, but not limited to, the DVLA and the police. If the Customer breaches these Terms and Conditions, we may pass on any such information to credit reference and debt recovery agencies.

#### **NO WAIVER**

No failure by either the Garage or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

#### **SEVERANCE**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

#### **FORCE MAJEURE**

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond that Party's reasonable control. Such causes include but are not limited to lack of availability of parts, power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question. The laws of England and Wales shall govern

#### **LAW AND JURISDICTION**

These Terms and Conditions. Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

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