

Aldridge Accident Repair Centre Terms of Business

DEFINITIONS

AARC means: Aldridge Accident & Repair Centre Limited whose registered office is at 3 Vigo Place (off Brickyard Road) Aldridge, Walsall, WS9 8UG (Company Number 04091453).

Contract means: the contract between the Customer and AARC for the provision of Repairs.

Customer means: jointly and severally any person(s), business, charity, charitable organisation, club, society, trust, unincorporated association, local or public authority, government department or any incorporated body obtaining Repairs from AARC or obtaining or receiving the benefit of the Repairs whether on behalf of his, her, them or itself or selves or on behalf of another pursuant to the Contract The term Customer shall be taken to include, without limitation, any and all of the Vehicle Owner, the holder of the Relevant Insurance Policy in respect of the vehicle, the Relevant Insurer of the vehicle, any accident management company or any agent lawfully acting on behalf of the Customer.

Relevant Insurance Policy means: the policy or policies of insurance (if more than one) covering the price of the Repairs.

Relevant Insurer means: the insurer or insurers (if more than one) insuring or underwriting the Relevant Insurance Policy and who has or have authorised the Repairs.

Repairs means: repairs and/or other services as AARC shall provide from time to time, including but not limited to the storage and recovery of vehicles and associated equipment.

Vehicle Owner means: The registered keeper of the vehicle or such other who can establish legal and beneficial title to the vehicle to the satisfaction of AARC (whose decision shall be final and binding). For the avoidance of doubt Vehicle Owner may include any Relevant Insurer or hire purchase or finance company in respect of which the vehicle has outstanding finance.

1. CONSUMER TRANSACTIONS

a. Nothing within these terms and conditions will affect a Customer's Statutory Rights.

2. ESTIMATES/ASSESSMENT

a. Any estimate or assessment provided shall be provisional and will be subject to variations in the price of parts or materials between the date of estimate and the date of the Repairs. The actual price of the Repairs may vary and will depend upon further work or parts which are found to be necessary.

b. At the sole discretion of AARC a charge may be made for any estimate or assessment.

c. Any estimate or assessment provided is subject to these terms and conditions.

d. These terms and conditions will be incorporated into any subsequent agreement to undertake Repairs to the vehicle.

3. VAT

a. Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion of the Repairs will be the rate applicable at the time the invoice is created.

4. RESTRICTIONS

a. AARC reserves the right to refuse to carry out any work on a vehicle which, in its opinion, is unroadworthy, or to undertake work which is likely to make the vehicle unsafe.

b. AARC may also refuse to carry out work which might have a detrimental effect on other parts of the vehicle.

5. COLLECTION

a. Under normal circumstances AARC will only release the vehicle to a properly authorised person after the Repairs have been completed.

b. No vehicle will be released until a Vehicle Collection Note has been fully completed and returned to AARC.

c. If the vehicle is released at the request of the Customer without the Repairs being completed then AARC will not be liable to the Customer.

d. If and to the extent that any Repairs have been carried out then they must be paid for before the vehicle is released.

6. STORAGE

a. If the Customer fails to collect the vehicle after receiving a written request to do so, storage charges, at AARC's usual rate, will apply from the expiry of the notice period specified in the request.

b. Storage charges may also apply if;

i) AARC fails to receive authority to proceed with the Repairs, or

ii) the authority to carry out Repairs to the vehicle is delayed in excess of 7 days from the date when AARC submitted an estimate or assessment, or

iii) if a delay arises as a result of the party responsible for authorising the Repairs.

7. PAYMENT

a. Unless other arrangements have been agreed with AARC at its sole discretion, all Repairs must be paid for in full before collection of the vehicle. Acceptable payment methods are BACS, Authorised Credit / Debit Card or Cash

b. Ultimate responsibility for paying AARC's invoice rests jointly and severally with the Customer.

c. If the Customer fails to make any payment due to AARC under this Contract by the Due Date, then AARC may charge the Customer interest on the overdue amount at the rate of 4% per annum above HSBC Bank Plc.'s base lending rate as it is from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.

d. If the Customer is acting as agent for a principal who has pre-paid for the Repairs those funds are to be held in a separate bank account on trust for AARC.

8. VAT AND INSURANCE EXCESS

a. Any VAT or Insurance Excess on AARC's invoice must be paid in full before the vehicle is released.

b. For the avoidance of any doubt, in the event of error such that VAT and/or Insurance Excess shall be found to be payable after the vehicle has been released then any such sums shall be payable by the Customer to AARC as a debt.

9. SET-OFF

a. There shall be no set-off between multiple invoices raised without the prior written agreement of AARC.

10. PAYMENT WHERE RELEVANT INSURANCE POLICY AVOIDED

a. For the avoidance of doubt and without prejudice to the generality of the definition of Customer set out in these terms, in the event of the Relevant Insurer avoiding or otherwise nullifying cover under the Relevant Insurance Policy for the price of the Repairs or the vehicle being or becoming otherwise uninsured then the Vehicle Owner shall in the first instance be jointly and severally liable for the price of the Repairs.

11. LIEN

a. AARC has the right to hold any vehicle or other goods after the completion of any Repairs until such time as its account with the Customer howsoever comprised is paid in full. If the Customer fails to make payment in full of any invoice by the Due Date, the whole of the balance of the price of all and any Repairs then outstanding to AARC shall become immediately due and payable and without prejudice to any other right or remedy available to AARC, AARC shall be entitled to a general lien on any vehicle or other goods in its possession in respect of any sums lawfully due from the Customer to AARC.

b. AARC shall be entitled on the expiry of seven days' notice in writing to such of the Customer as AARC shall elect (whose decision shall be final and binding) to dispose of any vehicle or other goods in its possession in such manner and at such price as it thinks fit and to apply the proceeds of sale towards the amount outstanding after deduction of all reasonable costs and expenses of sale and any remaining balance will be paid to such of the Customer as AARC shall elect (whose decision shall also be final and binding).

c. For the avoidance of any doubt and without prejudice to the generality of the foregoing, in the event that the Vehicle Owner fails to make payment for the Repairs in accordance with clause 10 of these terms and conditions then AARC shall be entitled to exercise its lien in accordance with this clause 11.

12. RETENTION OF TITLE

a. Any replacement parts used in any Repairs shall remain the property of AARC until paid for in full.

b. Until such time as the property in the said parts passes to the Customer AARC shall be entitled at any time to require the Customer to deliver up the parts to AARC and if the Customer shall fail to do so forthwith, to enter upon the premises of the Customer or any third party to repossess the parts.

c. AARC shall have the right to dismantle or to detach any such parts from the vehicle without prejudice to any of its other remedies.

13. UNCOLLECTED GOODS.

a. AARC may exercise its rights with regard to uncollected vehicles or other goods under the Torts (Interference with Goods) Act 1977 (the Act). If the vehicle or other goods are not collected when the Repairs are completed AARC may proceed to sell the vehicle or other goods subject to any notice provisions under the Act.

b. In this event, the vehicle or other goods will be sold at reasonable market price and after deduction of the price of the Repairs plus other reasonable charges and expenses incurred in connection with the sale the balance will be paid to the Vehicle Owner or to the owner of the goods as appropriate.

14. SUB-CONTRACT

a. It may be necessary for AARC to sub-contract all or part of the Repairs to other competent contractors. AARC reserves the right to do so without prior notification to the Customer.

15. SUPPLIERS

a. At its sole discretion AARC may purchase paint, parts and consumables for use in the Repairs from a supplier nominated by the Customer so long as AARC does not suffer any commercial detriment to its business by doing so.

16. REPLACEMENT PARTS

a. All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of AARC unless the Customer requests their return prior to commencement of the Repairs.

17. EXCLUSION FOR USE OF NON ORIGINAL EQUIPMENT (NOE)

a. AARC does not accept any liability for the use of N.O.E. in any Repairs where it is instructed to do so by the CUSTOMER.

18. USE OF GREEN PARTS

a. AARC reserves the right to use Green Parts (that is to say parts that have been recycled) in any Repairs where it receives written authority to do so from the holder of the Relevant Insurance Policy and where the use of Green Parts will not in the opinion of AARC render the vehicle unroadworthy or unsafe.

19. VEHICLE BODY REPAIR WARRANTY

a. Subject always to these terms and conditions AARC warrants the areas of the vehicle which AARC has replaced, repaired or painted against rusting or corroding through of the bodywork structure or body panels from the internal surface through to the outer surface in such a way that the bodywork structure or outer

surface of the body panels are affected for a period of three years or for 36,000 miles from the date of completion of the said repair whichever is the sooner.

b. This warranty is strictly conditional upon the Customer presenting the vehicle in a clean condition for inspection by AARC (at AARC's cost) at 12 and 24 month intervals commencing from the date upon which the said repair was completed. Such inspections must be carried out within 30 days of each anniversary. Failure to comply with this clause 19b shall render the warranty invalid.

c. The exhaust system, fuel tank, mechanical or electrical components and corrosion or rusting on or originating from exterior surfaces, including seam corrosion or rusting, corrosion or damage caused by stone chipping, scratches, abrasion or the failure of pre-existing paint are expressly excluded from this warranty.

d. For the avoidance of any doubt where new paintwork is required and existing corrosion or rust is located in the area of the repair reasonable precautions will be taken to prevent the corrosion or rust reoccurring after the completion of the repair but such reoccurrence is expressly excluded from this warranty.

e. If partial paintwork is required, AARC will make reasonable endeavours to match the existing colour scheme of the vehicle but no warranty is given that there will be a perfect colour match at the time of the repair or thereafter.

20. PARTS WARRANTY

a. Where AARC supplies and fits any exhaust system, fuel tank or any other mechanical or electrical component of any kind whatsoever (including for the avoidance of doubt wheels and tyres) it shall honour the warranty which it receives from its own suppliers in respect of any such item. Save as set out in this clause 20a no other warranty is given with regard to these items.

21. REMEDIAL WORK

a. In the event that any allegation of defective or faulty workmanship is made against AARC it shall have the right to inspect the vehicle prior to any remedial work being undertaken.

b. To the extent that it is reasonable to do so, AARC shall be afforded the first opportunity to carry out any remedial work which the Customer and AARC shall mutually agree is necessary.

22. DELAYS

a. AARC will do its utmost to complete the Repairs by the date and time requested but cannot accept any liability for delays resulting from the availability of parts or from any other reason beyond its control. Time shall not be of the essence. Without prejudice to the generality of the foregoing AARC shall not be liable for any consequential Hire Car costs however so incurred.

23. LIABILITY FOR VEHICLE AND CONTENTS

a. AARC will take reasonable care of the vehicle while in its custody. This duty does not extend to items of personal property or business goods left in the vehicle. The Customer should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of the Repairs.

b. Where whether by agreement or on the instructions of the Customer the vehicle is left outside AARC's fenced premises before or after normal business hours any risk or loss or damage howsoever occasioned will be the sole responsibility of the Customer.

24. GENERAL

a. Nothing in these terms and conditions shall exclude or limit AARC's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; fraud or fraudulent misrepresentation.

b. Subject to clause 24a AARC shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and AARC's total liability to the Customer in respect of all or any losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the cost of the Repairs. For the avoidance of doubt this clause 24 survives termination of the Contract.

c. Except as set out in these terms and conditions, any variation including the introduction of any additional terms and conditions to the Contract shall only be binding when agreed in writing and signed by AARC.

d. To the extent that there is any conflict between these terms and conditions and those of any Customer then these terms and conditions shall prevail to the exclusion of all others.

e. The Contract and any dispute or claim arising out of it or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

f. If any provision of these terms and conditions shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these terms and conditions which shall remain in full force and effect.

g. If any provision of these terms and conditions is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.