

OUR TERMS AND CONDITIONS

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you procure our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** The entity providing the services and its registered VAT number are as stated in the attached order form. Our registered office is at Unit O1 Langlands Business Park, Uffculme Road, Cullompton, Devon, United Kingdom, EX15 3DA.
- 2.2 **How to contact us.** You can contact us by telephoning [NUMBER] or by writing to us at [EMAIL ADDRESS AND POSTAL ADDRESS].
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.

4. Your rights to make changes

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result

of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. **Using your own car parts**

We always try to source car parts from our trusted suppliers. If you insist that we use your own replacement parts in the restoration of your car, for the avoidance of doubt we will not be liable for any defects in the restoration arising from those parts.

6. **Our rights to make changes**

We may change the services to reflect:

- (a) further work required on discovery of further defects following a more detailed investigation of the vehicle, e.g. further problems with rust showing in areas hard to see and get to etc. which requires more labour or resources to remedy; and/or
- (b) changes in relevant laws and regulatory requirements.

7. **Providing the services**

7.1 **When we will provide the services.** We will supply the services to you from the date set out in the attached order form until we have completed the services. The estimated completion date for the services is as set out in the attached order form.

7.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.3 **Collecting your car.** Due to the high demand of work and limited workshop space, you must collect your car within 7 calendar days of receipt of the final invoice. If this is not possible, we may arrange transport and charge you for this, as well as any additional storage costs. We shall not be liable for any loss, theft, damage or destruction of your vehicle occurring after this 7 calendar day period, and we are entitled to store your vehicle outside in the elements after this 7 calendar day period.

7.4 **If you do not allow us to provide the services.** If we have asked you to bring your vehicle to our premises and you do not, or if you have asked us to collect your vehicle and then you do not allow us to, (and, in each case, you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange you bringing your vehicle

in or us collecting your vehicle (as relevant), we may end the contract and clause 8.3 will apply.

7.5 **What will happen if you do not provide required information or instructions to us.** We may need certain information or instructions from you so that we can provide the services to you, for example, personal contact details or confirmation you are happy for another supplier to carry out any required services at the price indicated or for us to purchase certain parts required for the services. We will contact you to ask for this information/confirmation. If you do not, within a reasonable time of us asking for it, provide us with this information or confirmation, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.6 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes, e.g. if required parts are not available or there is a delay in their delivery;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see clause 6).

We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency.

7.7 **We may also suspend the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.5), we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.7). We will not charge you for the services during the period for which they are suspended.

7.8 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 11.5) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This 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. You must pay us interest together with any overdue amount.

8. Your rights to end the contract

8.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

8.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (b) there is a risk the services may be significantly delayed because of events outside our control; or
- (c) we have otherwise committed a serious breach of these terms and conditions.

8.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 8.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information or instructions that is necessary for us to provide the services; or
- (c) you do not, within a reasonable time, bring your vehicle to our premises or allow us to collect your vehicle to enable us to provide the services to you.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the services

10.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning [NUMBER] or by writing to us at [EMAIL ADDRESS AND POSTAL ADDRESS].

- 10.2 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee for our car restoration services which is in addition to your legal rights and does not affect them. In the unlikely event that any defect with our workmanship becomes apparent within 6 months of the final invoice for the services, and subject to clauses 10.3, 10.4, 10.5 and 10.6:
- (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services; and
 - (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can.
- 10.3 There is a further limit on the guarantee referred to in clause 10.2 in respect of defects in engine, gearbox and transmission work carried out by us. The guarantee in relation to these kinds of defects will expire on the earlier of:
- (a) 6 months from the final invoice for the services; or
 - (b) 6,000 miles of driving the car following the final invoice for the services.
- 10.4 The following will invalidate the guarantee referred to in clause 10.2:
- (a) any subsequent tampering (modifications, enhancements, removal, separation) of or damage to any of the restoration works we carried out;
 - (b) any damage or misadventure.
- 10.5 The guarantee referred to in clause 10.2 does not apply to:
- (a) work carried out on cars competing in MSA, FIA, HERO, FIVA, test meetings, test days, track days, Race/Rally or any equivalent competition events; and
 - (b) defects in parts purchased from other suppliers by us on your behalf (as opposed to our labour). However, if any guarantee provided by such a supplier to us can be passed on to you, we shall use our reasonable efforts to do so.
- 10.6 The guarantee referred to in clause 10.2 will not apply if:
- (a) we are finishing off services originally provided by another car restorer (i.e. you changed your mind part-way through receiving services from another car restorer and came to us); or
 - (b) you do not allow us to finish the agreed services.

11. Price and payment

- 11.1 **Where to find the price for the services.** The price of the services (which includes any VAT) will be the price set out in the attached order form unless we have agreed another price in writing. This is a best estimate only and will vary depending on the labour and parts required. We use our best efforts to ensure that the prices of services advised to you are correct. However please see clause 11.4 for what happens if we discover an error in the price of the services you order.
- 11.2 **Postage and courier fees on parts ordered.** Where we are required to order in parts to complete restoration services, we will add the associated fees to the price for the service. We will inform you of this as and when required via the live costing spreadsheet.
- 11.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 11.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, the incorrect price may have been stated in the attached order form. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in the attached order form, we will contact you for your instructions before we accept your order. If we accept your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.
- 11.5 **When you must pay and how you must pay.** Please refer to the attached order form for details of when you must pay. Where we issue an invoice, you must pay this within 7 calendar days after the date of the invoice. We accept payment by:
- (a) credit/debit card (maximum payment of £5,000); or
 - (b) bank transfer (no limit).
- 11.6 **Retention of car.** We may retain your car(s) at our premises until we have received all sums due to us for the services.
- 11.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Our responsibility for loss or damage suffered by you

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.
- 12.3 **When we are liable for damage to your property.** We will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services, save insofar as this forms part of the agreed services as specified in the attached order form. Neither are we responsible for any parts you have provided and fitted to the car yourself.
- 12.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. Intellectual property rights

- 13.1 Our photos, written documentation and trading logos are our property, and using or copying these either in part or in full may infringe our rights. Permission to use or reproduce our property must be obtained in writing.
- 13.2 We shall have the right to publish photographs, videos and other information relating to your restoration project for marketing and social media purposes, but we shall not disclose any confidential or personal information in doing so.

14. How we may use your personal information

- 14.1 **How we will use your personal information.** We will use the personal information you provide to us to:

- (a) provide the services;
- (b) process your payment for such services; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

15. Other important terms

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

15.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.