MOTOFIX™
ACCIDENT REPAIR CENTRES

# TERMS & CONDITIONS

**Warranties**
Terms of warranties are displayed in customer facing areas and on other documentation. A copy of the warranty and information on how to proceed in the event of any warranty work being required is available on request. However the warranty in respect of workmanship, parts and materials will not detract from customer rights under the supply of Goods and Services Act 1982.

**Workmanship**
The warranty in respect of workmanship shall be for a period of not less than 24 months or 24,000 miles use whichever occurs first from the date of repair. The recommended procedure to overcome any fault is to exchange or repair any defective part that needs replacement by reason of defective material or workmanship during repair.

**Parts and Materials**
The warranty in respect of parts and materials will be not less than those of the manufacturer of the parts or materials. The period of warranty shall be extended to compensate for any prolonged period that the vehicle may be off the road for rectification of faults or further work that may be required as a result of previous work being defective.

**Vehicle Manufacturers' Anti-Perforation Warranty**
Where a period of the vehicle manufacturer's anti-perforation warranty still exists, the repairer will observe the same terms and conditions as those of the Vehicle Manufacturers on those areas of the vehicle that the work has been carried out for the remaining period of the vehicle manufacturer's full warranty, while observing the same conditions on the repaired area as those of the Vehicle Manufacturers. Any work that is required to be carried out under warranty should be referred to us here at Motofix Group.

In an event such as that of a business closure, where the warranty work cannot be carried out by us, the relevant details should be passed directly to the NBRA who will make the necessary arrangements.

**Exclusions**
Any exclusion from the warranty will be brought to the customer's attention and recorded at the time of repair. This may be due to the nature of the repair and / or the condition of the vehicle.

**Limitations**
No claim will be met under the warranty if the vehicle has been:

Used for competitions, racing or record attempts or otherwise than for private or commercial use of the owner or other users with his / her permission.

Normal wear and tear, damage, neglect, corrosion.

Improper use or failure to use or maintain in accordance with the manufacturer's recommendations, or abused in any way.

Any damage caused in a subsequent accident or non-associated fault.

**NBRA**
Standard Terms and Conditions of Trading

**1. Definitions**
1.1. 'Business' means the person, firm or company providing the services or carrying out the work.
1.2. 'Customer' means the person, firm or company for whom the services or work is performed.
1.3. 'Work' means the manufacture of the vehicle body or repairs and any other services carried out by the business for the customer under these conditions.
1.4. 'Vehicle' means the vehicle upon which the work is performed.

**2. Formation of the Contract**
2.1.The business, subject to these terms and conditions, shall provide services and undertake to carry out work.
2.2. Terms and conditions on the customer's own order form or other similar document shall not be binding on the business:
2.2.1. provided that the business has informed the customer that such terms and conditions will not be binding on him.
2.2.2. unless the business accepts such terms and conditions.
2.3. No contract shall be formed until the business accepts an instruction from the customer, whether made orally or in writing, and such a contract shall consist of these terms and conditions. An estimate for the cost of the services or work requested will be made available as required.
2.4. The customer and business must jointly agree any amendments or additions to any contract.

**3. Prices**
3.1. Prices may be subject to VAT. Any estimates / quotations will include this where applicable and is shown at the rate ruling at the time of providing the estimate. Should there be a change in VAT rate by the date of invoicing for the services or work carried out this changed rate will be applicable in the final invoice.
3.2. Subject to obtaining the customer's prior consent, the price for the services or work may be increased above that shown on the business's estimate by the amount attributable to:
3.2.1. Alterations / changes to such instructions.
3.2.2. Additional work required due to further deterioration caused by any unreasonable delay in authorization to commence by the customer.
3.2.3. Any increases in the cost of parts, materials, labour, taxes, duties or other costs between the date of the estimate and authorisation of commencement of work.
3.2.4. Any additional labour, parts or materials that are subsequently found to be necessary for the vehicle to be reinstated correctly but which were not specified or costed in the business's estimate. The customer will be informed as to the reasons and the additional cost. The customer's agreement will be required prior to proceeding with the provision of the services or work.

**4. Cancellation of the Contract**
4.1. If the customer does not wish the services or work to be completed, whether or not there has been a price variation, the customer should inform the business and preferably confirm this in writing. The customer will be responsible for all reasonable costs incurred as a result of cancellation of the contract.

**5. Delivery**
5.1. An estimated completion time/date will be given from the time the services or work have been authorised to commence. Every effort will be made to complete the work within this period but the business cannot be held responsible for delays due to shortage of parts or any other circumstances beyond its reasonable control. If it is found that the completion/ delivery times cannot be met every effort will be made to inform the customer of the reasons and a revised completion time/date given. Unless the reasons for delay are beyond reasonable control the customer may cancel the contract without penalty.

**6. Replacement Parts**
6.1. Where the business is unable to obtain the parts referred to in the estimate within reasonable time, subject to the customer's prior approval, the business may offer to repair the damaged parts, or to fit repaired parts, or to use parts other than those supplied by the original manufacturer. The customer may cancel the contract if any of the options are not acceptable according to the terms and condition for cancellation of the contract.

**7. Payment**
7.1. Unless otherwise agreed the customer shall make prompt payment for the agreed work that has been satisfactorily carried out upon completion/return of the vehicle.
7.2. In the event of any alleged minor defect, the customer shall not be entitled to withhold more than a proportionate amount of the sum due.
7.3. If payment is not made as agreed, the business may, without prejudice to its other rights, charge interest at an annual rate of 3% above the current base rate of the National Westminster Bank plc to be calculated on a day to day basis on the balance outstanding.
7.4. Any payment received, which does not refer to specific work or particular item, shall be allocated by the business to the longest outstanding debt( s) on which there are no outstanding disputes.
7.5. Where the work is performed on a vehicle which is subject to an insurance claim, the policyholder shall at the request of the business, sign any document required by the insurer of the vehicle to authorise payment for the work.

**8. Repairer's Right to Retain the Vehicle or Items**
8.1. The business has the right to retain the vehicle or items on which work has been carried out until all agreed charges have been paid.
8.2. In the event of non-payment the business shall have the right to sell / dispose of the vehicle or items at the customer's expense / cost by giving the customer 21 days notice in writing. In an attempt to obtain a reasonable price they will be sold or disposed of through recognised trade outlets and details of these will be given when informing the customer of the proposed action. The proceeds of any sale, less the cost of sale, will be set against the outstanding account and any balance returned to the customer after which the customer will be discharged of all liability in respect of this account.

**9. Warranty**
9.1. Unless otherwise stated:
9.1.1. Parts and materials will be warranted from the date of invoice for at least 24 months or 24,000 miles whichever of these occurs first; or
9.1.2. The periods / mileage stipulated by the manufacturer of those parts / materials used.
9.1.3. The business shall repair or replace free of charge any defective parts) or materials that were a part of the work carried out.
9.2. Workmanship will be warranted from the date of invoice for at least 24 months or 24,000 miles whichever of these occurs first.
9.3. The un-expired balance of any warranty given for work carried out is transferable to any subsequent owner of the vehicle.
9.4. The business may not offer warranty on temporary or other specific repairs. Such exclusions should be drawn to the customer's attention prior to the work being undertaken.
9.5. The warranty will be void if the vehicle has been:
9.5.1. used for competition, racing or record attempts.
9.5.2. abused or subsequently damaged or by corrosion.
9.5.3. where there has been neglect, improper use, or failure to service or maintain those items in accordance with the manufacturer's recommendations or due to fair wear and tear.
9.6. The customer has certain statuary rights in respect of the provision of goods and services and the above terms and conditions shall not affect the customer's statuary rights under The Supply of Goods and Services Act 1982 full details of which can be obtained from Trading Standards, Citizens Advice Bureaus or Motoring Organizations.

**10. Anti Perforation Guarantee**
10.1. If the vehicle is still covered by vehicle manufacturer's anti perforation guarantee the repairer will agree to the same terms and conditions as that of the vehicle manufacturer for the section / part of the vehicle that has been repaired for the remaining period of the vehicle manufacturer's guarantee.

**11. Exchange / Reconditioned Parts**
11.1. Customers should be advised of any 'surcharge' that may be payable where exchange/reconditioned units/parts are to be used to replace damaged units).
11.2. On acceptance by the supplier/manufacturer that the returned/exchange units are fit/able to be used in their exchange scheme the customer will be repaid this surcharge. However if the unit(s) are found to be unfit for returning into the exchange scheme, the customer shall be advised accordingly and the customer will remain liable for the cost of the surcharge.

**12. Disposal of Uncollected Goods**
12.1. As soon as reasonably practical the customer will be informed that the vehicle/items are ready for collection. If the customer fails to remove the vehicle/items from the premises within three months of being informed, the business is entitled to sell/dispose of the vehicle / items in the manner permitted under the law.
12.2. In an attempt to obtain a reasonable price they will be sold or disposed of through recognised trade outlets and every reasonable attempt will be made to inform the customer as to how, when and where this is to take place.
12.3. Details of the proceeds from the disposal/sale shall be provided. The proceeds less the cost of disposal/sale will be set against the outstanding amount and any balance returned to the customer. The customer remains responsible for any monies that remain outstanding.

**13. Waiver**
13.1. If any of the above terms and conditions are not strictly adhered to by the business it will not be seen as a reason not to adhere to any other of the terms.