

Terms and Conditions 01-08-2013

1. INTRODUCTION

1.1 In these Conditions, unless the context otherwise requires:

"Conditions" means the standard Conditions of sale of parts/services set out in this document together with any special terms agreed in writing between you and us;

"Contract" means any contract between us and you for the sale of the Goods/Services formed in accordance with Condition 2;

"Exchange Unit" means a part sold by us which is part of our genuine exchange unit scheme;

"Goods" means parts/services

"Our Agent" means anyone employed by the company

"We/Us/Our" **Mobile Mechanics South Wales** PO Box 279 Bridgend CF319GW

"You/Your" means the person(s) seeking to employ our services

2. FORMATION OF CONTRACT

2.1 Unless varied under Condition 2.6, the Contract will be upon these Conditions, to the exclusion of all other Conditions.

2.2 Any quotation/estimate is valid for a period of 7 days only from its date, provided that we have not previously withdrawn it or changed our price, or any discount you are entitled to in respect of the services and are subject to change due to supplier's stock levels during the quotation or promotional period.

2.3 Each acceptance of a quotation for services will be deemed upon these Conditions. You must ensure that the terms of your works are complete and accurate. The Contract is formed when the both parties have accepted, by way of a written acknowledgement of repairs and parts.

2.3.1 Customer Not Present (CNP) this is when the customer-owner is not present to sign contract; a verbal agreement will be taken as they have accepted TERMS and CONDITIONS. Customers are asked to leave written instructions to what they expect the company to carry out. The instructions are to be left with the keys in agreed location and will be carried out as instructed. At times, this might need to be amended depending on fault or repair being carried out. This will be confirmed as the repairs are carried out by text or phone call. Waiting time will be added while waiting for instruction. Where no instruction have been left, then this is left to us to interpret the verbal instruction given and will be carried out until vehicle is repaired or otherwise instructed. Invoice will be invoiced as CNP. When an oral contract is confirmed and no written instructions have been left we will not be liable for any errors or misunderstandings between you or us.

2.4 Our employees or agents are not authorised to make any representations about any Goods supplied to you. You acknowledge, by entering into this Contract, that you will not rely on advice of our representative. Failure to follow advice is termed as breach and any said warranty claims will be affected.

2.5 Once we have commenced to carry out repairs to your vehicle, you have employed us to carry out repairs at agreed hourly rate until repairs are complete; this include time to go and return with parts or waiting time for parts to be delivered or part being repaired. These Conditions may not be varied unless that variation is in writing signed by both you and our authorised representative or by CNP. Our Agent is not permitted to agree variations to these Conditions unless each such variation is expressly authorised by us.

2.7 If for any reason additional work need or required for repair of vehicle to a work and safe standard and has not been quoted for and extra time or cost will be added to final invoice unless you state otherwise. You must bring it to the attention of our representative before completion of contracted work.

2.8 Any NEW parts supplied by us and fail to work will not, incur additional charges for extra time needed to replace defective item under the warranty period. Any New or Second Hand parts supplied by you and are wrong or not suitable to be will be charged at the agreed hourly rate. There are no guarantees on second hand parts as it is near impossible to say how long they will last. This will not affect your statutory rights.

2.9 Any dispute or warranty claim must be put in writing as soon as possible and sent recorded delivery. Please use the above address. We will respond within 7-14 days to your concerns. For quicker response please Text or Email.

3. PRICE

3.1 The price for the Parts will be our recommended retail price, less any discounts specified in the acknowledgement of the order or in the invoice accompanying by any delivery courier, applicable sales tax or duty will be added.

3.2 Where Goods have to be specially ordered by us, we may require you to pay a deposit of a reasonable amount determined by us on account of the price as special orders can not return.

3.3 When giving estimates or quotes it may be necessary to change or amend costs for unforeseen additional parts or time needed to collect said parts and any time searching in car dismantlers to match parts will be charged for at agreed hourly rate. Final invoice may differ depending on these factors additional parts and labour (seized, corroded, snapped bolts) or any time searching parts in car dismantlers to match parts will be charged for.

4. PAYMENT

4.1 We will invoice you at time of completion.

4.2 Time for payment will be of the essence and arranged for a maximum of 30 days – all parts remain property of the company until paid in full. A late payment fee will apply on a daily rate 2% above base rate. Failure to pay outstanding balance with in agreed time will be breach of contract and we reserve the right to remove parts that have not been paid for.

4.3 Paying by card will be charged a % of the overall final total. Credit card will be charged between 2.1% for personal card and 2.6% on Business cards. Debit cards are charged at £0.40 per transaction.

4.4 We reserve the right to remove any parts fitted by us if not paid in full at extra cost to yourself and will seek to recover payment through courts if not paid within 7 days. Further action will be taken to recover the outstanding balance and charges will be added to this amount.

4.5 Card payments can be taken without customer present over the phone or by text message, this will be marked as CNP. Copies of invoice and payment slip will be left together.

4.6 No Cheques will be accepted - this is due to past dealings.

5. WARRANTY AND REPAIR

5.1 THIS CONDITION IS IN ADDITION TO YOUR OTHER RIGHTS RELATING TO DEFECTIVE GOODS GIVEN TO YOU BY LAW. These Conditions do not affect other rights granted by law that can not be excluded. Warranty on new parts or repaired items vary from manufacturer to manufacturer.

5.2 All Goods carry a warranty in respect of defects due to defective occurred in manufacturing this will be advised to you at the time of purchase/repair.

5.3 You must contact us before any repairs are carried out by any third party, first by telephone and then in writing within 7 days from date of said failure. All correspondence must be sent to us by recorded delivery. You must have written permission by us to have the vehicle repaired. We reserve the right to repair vehicle or recommend an authorised repairer.

5.4 The defect or failure must be confirmed by us with suitable diagnosis equipment or, in other cases, a diagnosis service will be carried out by an authorised dealer or company employee.

5.5 Where you raise a valid complaint, we will either replace the Goods (free of charge) or repair any defective Goods, at our option. This obligation will not apply where:

5.5.1 If it is found that the parts have been improperly altered in any way whatsoever, or have been subject them to misuse or unauthorised repairer;

5.5.2 any maintenance requirements have not been complied with;

5.5.3 any instructions as to storage of the Goods have not been complied with in all respects; or

5.5.4 you have failed to notify us of any problem or suspected problem in accordance with Condition 5.3.

5.5.5 Any Goods which have been replaced will belong to us. Any repaired or replacement Goods will be liable to repair or replacement

5.6 No warranty will be given on parts or labour where the customer, defaults or fails to pay invoice in full or within agreed timescale.

5.7 The company will take care that the new parts fitted are that of a standard that will be suitable for its purpose and will come with a manufacturer's warranty; this is subject to their warranty procedure and you will be advised, as different manufacturers have different procedures.

5.8 Whilst every effort is made by us to ensure supply goods are of a quality fitting its purpose, in the event of any defect being discovered within the guarantee period being fitted you agree to abide by warranty procedure this will vary on parts fitted. You will be asked to pay for replacement parts and then re-embursed when the fault or defect is confirmed to be a manufacturer's defect. If it is found to be not to be a manufacturer's defect, you will be liable for labour costs as well.

5.9 If we are called back for a warranty claim and we find that something else has failed then you will be charged.

6. LIABILITY

6.1 The following provisions and the provisions of the warranty in Condition 5 set out the entire liability of us (including any liability for the acts or omissions or our agents) to you in respect of:-

6.1.1 any breach of these Conditions or advice given and not taken will invalidate any warranty claim.

6.1.2 Any representation, statement or omission including negligence arising under or in connection with the Contract.

6.2 Nothing in these Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation.

6.3 Subject only to Condition 6.2 above, we will not be liable for any loss or damage whatsoever arising from any default which is due to any act of God, war, strike, lock out, industrial action, fire, flood or any event beyond our reasonable control.

6.4 Due to the nature of welding and grinding no liability will be held against the operator or company 1. Sparks, burns from welding 2. Grinding sparks. Welding will carried out to MOT standards.

6.4.1 Due to the nature of electrical faults we can only give advice to what might be the cause (Component – Wiring – ECU) we can't see into the future, unless you request a full diagnostics inspection. If you request the component to be changed without a full inspection we can't be held liable if this does not correct fault and once part is fitted we can't take part back it is fitted and will be charged for.

6.5 We will not accept any liability were, you have not taken our advice or warnings in writing or given verbally at time of inspection.

6.5.1 We do not accept liability where any visual checks carried out. Visual inspections are only applicable at time of inspection and do not guaranty safety of vehicle.

6.6 You must inform us as soon as anything that we might be liable for. We will do our best to put right anything that we are liable for. If we are not at fault, you will be charged at an hourly rate and any parts fitted by us. (See 2.9 above)

6.7 We will not accept any liability where any parts or work done by us are tampered with by third party garage without notice to us.

6.8 We will not accept any claim where a non qualified person in the field of mechanics has tampered with work carried out by us

6.9 We reserve the right to correct any errors and omissions in invoices and in any other documents, no liability arising out of any such error or omission will be accepted.

7. Cancellation

If you wish to cancel the contract you MUST DO SO IN WRITING within 7 days of contact Start date. Send to: - Mobile Mechanics South Wales PO Box 279 Bridgend CF319GW Sign for Or by electronic mail to mobile_mechanics@live.co.uk or by Text message or by phoning (07883 005499) USE FORMAT To: Mobile Mechanics South Wales PO Box 279 Bridgend CF319GW I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract Make – Model – REG Work to be carried out - Your reason for cancellation – Signed – Date – Name – Address - or you may ask for a notice of cancellation at any time. You can cancel the contract at any time or by using one of the methods above. Until Cancellation is received work will still proceed – only when cancellation is received works will stop. You will only be liable for labour and parts to this point.