

## Terms for Vehicle Service and Repair

### 1 Definitions

In these Terms, the following definitions apply:

<b>“Charges”</b>	means Sturgess’s standard scale of charges for the Services from time to time in force (including any reasonable storage costs which may be specified by Sturgess);
<b>“Contract”</b>	means the contract for the provision of the Services;
<b>“Customer”</b>	means the person named as such on the Job Card or their representative who has authority to make binding decisions on their behalf;
<b>“Job Card”</b>	means the sheet to which these Terms are attached;
<b>“Loss”</b>	means in relation to the Customer, loss or profit, or any other loss, damages, costs or other compensation and any legal or other expenses awarded against or incurred by or paid or agreed to be paid in settlement of any claim by the Customer, however the same may arise and whether occasioned by the negligence of Sturgess, its employees, agents or otherwise.
<b>“Parts”</b>	means parts and/or replacement components supplied by Sturgess in connection with the Services;
<b>“Services”</b>	means the vehicle inspection, repair and/or maintenance services specified on the Job Card and includes the provision of Parts and any additional services agreed between Sturgess and the Customer;
<b>“Sturgess”</b>	means Walter E Sturgess and Sons Limited registered in England and Wales company number 340309;
<b>“these Terms”</b>	means the terms and conditions for the supply of services set out in this document.

### 2 The Contract

These Terms, together with the details on the Job Card, apply to the supply of the Services by Sturgess. No changes to these Terms shall be valid unless confirmed in writing by a director of Sturgess. Any changes to the details on the Job Card must be agreed by the Customer and Sturgess.

- 2.1 Sturgess may change these Terms without notice to the Customer in relation to the provision of future services.
- 2.2 No Contract exists between the Customer and Sturgess for the supply of the Services until Sturgess has received and accepted the Customer’s signed copy of the Job Card or when Sturgess has otherwise approved the Job Card. Once Sturgess does so, there is a binding legal Contract between Sturgess and the Customer.
- 2.3 The Customer may cancel the Contract only with the agreement of Sturgess and provided that the Customer shall pay to Sturgess any outstanding Charges and other costs and expenses incurred by Sturgess up to and as a result of the cancellation.

### 3 Charges

- 3.1 Subject to clause 3.3 and any special terms agreed by Sturgess, the Customer shall pay the Charges and any additional sums which are agreed between Sturgess and the Customer for the provision of the Services. Payment of the Charges can be made by any method shown on the Job Card. Subject to clause 3.3, where Sturgess agrees to provide an estimate of the Charges, the Customer acknowledges that this is an approximation of the Charges and is therefore subject to change.
- 3.2 The Charges are payable in full by the Customer on collection or delivery of the vehicle. Where Sturgess has agreed in writing a credit facility with the Customer, the Customer shall pay in accordance with their agreed credit terms.
- 3.3 The Customer acknowledges that Sturgess reserves the right to increase the Charges where:
- 3.3.1 on inspection, additional services not referred to on the Job Card are found to be necessary in relation to the Customer’s vehicle; and/or
- 3.3.2 the cost to Sturgess of any of the Parts and/or Services increases before completion of the Services, provided that where the Charges may be increased by a material amount, Sturgess shall obtain the Customer’s permission prior to continuing the Services.
- 3.4 Sturgess reserves the right to charge the Customer (in order to cover its own costs), reasonable storage and other costs where the Customer fails to collect its vehicle either on the date specified on the Job Card, or immediately following notification of completion of the Services by Sturgess.
- 3.5 Time for payment shall be of the essence of the Contract. If the Customer fails to pay on the due date any payment due to Sturgess under this Contract, without limiting clauses 5.1 and 5.2, that amount shall bear interest from the due date until payment is made to Sturgess (both before and after any judgment) at 8 % per annum over the Bank of England’s base rate from time to time.

### 4 Right to lien

- 4.1 Sturgess has a lien over the Parts supplied and the Customer’s vehicle until the Charges have been paid by the Customer in full and any payment presented has cleared.
- 4.2 Where the Customer fails to pay any of the Charges within 90 days of the due date for payment, Sturgess has the right to:
- 4.2.1 put any of the goods described in clause 4.1 into a saleable state;
- 4.2.2 sell such goods upon such terms as Sturgess sees fit; and
- 4.2.3 retain from the proceeds of the sale a sufficient amount to pay all monies due from the Customer, including any costs incurred in putting such goods into a saleable state and the expenses of the sale.
- 4.3 Where Sturgess exercises its right in clause 4, it shall first notify the Customer (at the address on the Job Card) of its intention to sell the vehicle and shall forward the balance of the sale proceeds to the Customer (at its address on the Job Card).

### 5 Termination

- 5.1 Sturgess shall be entitled to terminate the Contract forthwith by giving written notice to the Customer if any sum payable by the Customer to Sturgess under the Contract is not paid on the due date.
- 5.2 Either party may, without limiting any other right, terminate the Contract by giving written notice to the other party if :
- 5.2.1 the other party commits any continuing or material breach of any of these Terms and fails to remedy the breach within 14 days after receipt of a notice giving details of the breach and requiring it to be remedied; or
- 5.2.2 the other party becomes bankrupt, goes into liquidation or administration, makes any arrangement or composition with his or its creditors, or a receiver or administrative receiver is appointed over any of the assets of the other party.
- 5.3 For the purpose of clause 5.2.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 5.4 Termination of the Contract will not affect either party’s outstanding rights or duties, including Sturgess’ right to recover any money owing to it under these Terms.

### 6 Warranty

- 6.1 Sturgess shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to Sturgess by any manufacturer of any of the Parts.
- 6.2 Sturgess warrants that the Parts shall be free from material defects and that the Services shall be carried out with reasonable skill and care. Sturgess does not give any warranty that the performance of the Services will result in the vehicle achieving any particular performance criteria and/or not requiring any future work. Sturgess shall not be liable for breach of warranty in this clause 6.2 unless written notice of this breach is given to Sturgess within a period of 3 months or 3000 miles, whichever occurs earliest, from the date the Services are complete (“Warranty Period”).
- 6.3 Sturgess shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal operating/driving conditions, improper use, failure to follow Sturgess’ or the manufacturer’s instructions (whether oral or in writing), misuse or alteration or repair without Sturgess’ approval.
- 6.4 Subject to clause 6.3, if any of the Parts supplied do not conform with the warranty in clause 6.2, Sturgess shall at its option repair or replace such Parts (or the defective part) or refund the price of such Parts.
- 6.5 Where the Services do not conform with the warranty in clause 6.2, Sturgess shall at its option, perform again any part of such Services or refund the price paid by the Customer for such Services.
- 6.6 If Sturgess complies with clause 6.4, it shall have no further liability for a breach of the warranty in clause 6.2 relation to Parts and if it complies with clause 6.5, it shall have no further liability for breach of the warranty in clause 6.5 in relation to Services.
- 6.7 Any goods replaced shall belong to Sturgess and any repaired or replacement Parts shall be guaranteed on the terms in clause 6 for the unexpired portion of the Warranty Period.

### 7 Liability

- 7.1 Sturgess shall have no liability to the Customer for loss of profit, loss of business or any indirect, special or consequential loss of the Customer arising out of or in connection with the provision of any of the Parts or the Services or any delay in providing or failure to provide any of the Parts or Services under the Contract and the total liability of Sturgess for any other Loss of the Customer shall not exceed the Charges payable by the Customer for the Services .
- 7.2 Sturgess shall have no liability to the Customer for any Loss arising from any information or instructions supplied by the Customer, which is, or are incomplete, incorrect or inaccurate.
- 7.3 Sturgess shall have no liability to the Customer by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any act of God, war, terrorism, power failure, or any other cause beyond Sturgess’ reasonable control, including the non-delivery or by delay relating to the availability of any Parts or other services.
- 7.4 Sturgess shall have no liability for any Loss in relation to any of the Customer’s property left inside the Customer’s vehicle. Sturgess recommends that the Customer removes any such items of value from its vehicle prior to the commencement of the Services.
- 7.5 Sturgess shall have no liability for any Loss occasioned by the release of the Customer’s vehicle to any person(s) who pays any of the Charges where such person(s) shall have held themselves out as duly authorised by the Customer to have possession of the vehicle.
- 7.6 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.7 Nothing in these Terms affects the Customer’s statutory rights where the Customer is a consumer. Advice about your statutory rights is available from your local Citizen’s Advice Bureau or trading standards office.
- 7.8 Nothing in these Terms limits or excludes the liability of Sturgess’ for death or personal injury resulting from its negligence.

### 8 General

- 8.1 Sturgess may perform any of the obligations undertaken by it and exercise any of the rights granted to it under the Contract through any other company which at the relevant time is its holding company or subsidiary (as defined by section 1159 of the Companies Act 2006 as amended from time to time) or the subsidiary of any such holding company.
- 8.2 Subject to the Customer’s consent (which shall not be unreasonably withheld), Sturgess may carry out its obligations under the Contract through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
- 8.3 This Contract is personal to the Customer and the Customer may not, without the written consent of Sturgess, assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.
- 8.4 If any court or competent authority decides that any of the provision of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 8.5 Failure or delay by Sturgess in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 8.6 Any waiver by Sturgess of any breach of, or a default under, any provision of the contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 8.7 Nothing in the Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.8 Any notice required to be given under this Contract shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery to each party required to receive the notice to the address shown on the Job Card. Where the notice is sent by first class post or recorded delivery, it shall be deemed to have been duly received on the second working day after posting. A ‘working day’ means any day other than Saturday or Sunday or a public or bank holiday.
- 8.9 These Terms and the Contract will be subject to English law, and the English courts will have exclusive jurisdiction in respect of any dispute arising from the Contract. Where the Customer is a consumer the English courts shall have non-exclusive jurisdiction in respect of any dispute arising from the Contract.

### 9 Distance Sale

- 9.1 If this Agreement has been conducted without any face to face contact between the Dealer and the Customer, or anyone acting on their respective behalves, the Customer may give notice to cancel this contract within 14 days without giving any reason.
- 9.2 The cancellation period will expire after 14 days from the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the goods, or the last goods where you order multiple goods at the same time.
- 9.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by clear statement (e.g a letter sent by post, fax or email) to our address details overleaf. You may use the model cancellation form enclosed with this order form/invoice should you wish. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 9.4 If you cancel this contract, we will reimburse to you all payments from you, including the costs of delivery (except from the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us).
- 9.5 We will make the reimbursement without undue delay, and not later than
- a. 14 days after the day on which the we receive the goods back, or
- b. (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- c. If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 9.6 We will make the reimbursement using the same means of payment as you have used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement we may withhold reimbursement until we have received the goods back or you have sent evidence of having sent back the goods, whichever is the earliest.
- 9.7 You shall send back the goods or hand them over to us at the address overleaf, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will bear the cost of returning the goods
- 9.8 You must take reasonable care of the Goods and will be responsible for any loss or damage from when they are delivered until when they are returned to us. You are liable for any diminished value of the goods resulting from the handling other than that what is necessary to establish the nature, characteristics and functioning of the goods
- 9.9 If you requested to begin the performance of any services during the cancellation period, you shall pay us an amount which is in proportion to what had been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract

**I confirm that I have read and understood the terms and conditions above.**

**Signed:** .....

**Date:** .....