

VEHICULAR REPAIR TERMS AND CONDITIONS**BACKGROUND:**

These Terms and Conditions are the standard terms that apply:

- A.** to the provision to the Customer of any Services (as "Services" is defined in Clause 1 below) by the Auto body shop, namely Ironhide Accident Repair centre of Slattie Quarry Industrial Estate, Bankhead Avenue, Aberdeen, AB219EG ("the Auto body shop"); and
- B.** where the Customer is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business"	means any business, trade, craft, or profession carried on by You or any other person/organisation;
"Consumer"	means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
"Customer/You/Your"	means a Consumer customer of the Auto body shop who requires its Services;
"Estimate"	means a document giving the approximate Price of the Work;
"Auto body shop / Us/We/Our"	means Ironhide Accident Repair centre whose place of business and contact address is the same address as above and reference to the Auto body shop shall include reference to any and all of its staff;
"Invoice"	means a final invoice giving the total Price of the Work;
"Manufacturer"	means the manufacturer of the Vehicle;
"Price"	means the fee payable for the Work including parts, labour and repair charges where applicable;
"Quotation"	means a document giving the agreed fixed Price of the Work which We shall not vary without Your explicit agreement;
"Regulations"	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
"Services"	means any type of repair carried out on Vehicles;
"Vehicle"	means Your vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer;
"Warranty Period"	means the duration of the warranties provided by Us in accordance with Clause 7 of these Terms and Conditions;
"Work"	means the particular Services that We agree to provide to You;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa; and.
- 1.5 References to any gender shall include the other gender.

2. Booking

- 2.1 We will prepare and submit an Estimate to You based on the details You provide;
- 2.2 If You verbally agree the Estimate, there will be binding contract between You and Us for the Work; We will then prepare and submit a Quotation to You by email;
- 2.3 We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as close as possible to that which was originally agreed.
- 2.4 You confirm that, in connection with your request(s) for any Services, You are and will be a "Consumer" as defined in Clause 1 above.

3. Payment and Invoices

- 3.1 If We require a deposit or similar prepayment, We shall state it clearly in the Quotation and You must pay it before work on your vehicle will commence;
- 3.2 From the point at which Work on the Vehicle commences up until the point at which You have paid in full all sums due, We shall have a general lien on Your Vehicle (i.e. a right to possession of property until payment is made for work done to that property) for all sums due;
- 3.3 Following Our completion of the Work, We shall issue an invoice to You;
- 3.4 The invoice will provide a comprehensive summary of all of the Work done and will provide full details of all parts and labour including the Price payable for it;
- 3.5 The invoice will also show the mileage of the Vehicle and will refer to the warranty set out in Clause 7;
- 3.6 All sums due will be payable upon completion of the agreed repairs and on the date of the relevant invoice;
- 3.7 You may make payments by bank transfer, debit or credit card or cash.
- 3.8 In addition to Our rights under sub-Clause 3.2, We shall have the right to sell the Vehicle at Your expense if any sum due remains unpaid following Our written notice to You of 30 days. That notice period will begin no earlier than 30 days after the date of the relevant invoice;

4. The Work

- 4.1 We shall use reasonable endeavours to ensure that all parts required for the completion of the Work will be in stock to enable Us to carry out the Work when it is booked to be carried out but We will tell You if, due to non-availability of parts or a delay in their delivery, We are unable to begin the Work on the date We have arranged with You and to complete it within the total amount of the time referred to in sub-Clause 4.3;
- 4.2 If We cannot carry out and complete the Work due to non-availability of parts or a delay in their delivery, then when We tell You that (as set out in sub-Clause 4.1), You may either make arrangements with Us for a re-booking or You may exercise Your right to cancel as set out in Clause 8;
- 4.3 We will tell You before We begin the Work the amount of time We initially estimate that We will need to carry out the Work subject to any additional time needed under sub-Clause 4.4. We shall tell You promptly on discovering a need for such additional time and the reasons for needing it;
- 4.4 If We find during the course of the Work that We need to use additional parts and / or labour, We will only order additional parts or carry out additional Work if You first explicitly consent. For that purpose We will tell You immediately and give You an estimate for both the cost to You of additional parts and labour and also an estimate of the amount of additional time We need to carry out the additional Work;
- 4.5 If We replace any parts, We will make the original parts available to You to view and examine up to and including the time that You collect Your Vehicle. You may only remove those parts from the Auto Body shop if You will dispose of them in an environmentally responsible manner. If You do not wish to inspect and / or remove the parts, We shall dispose of them after You collect Your Vehicle; and
- 4.6 We shall use reasonable endeavours to ensure that We take good care of Your Vehicle and any of Your possessions inside it but We nevertheless advise You to remove all possessions from the Vehicle before We begin the Work.

5. Vehicle Warranties

- 5.1 If the Vehicle is covered by a Manufacturer's new vehicle warranty, anti-perforation warranty or rust / corrosion warranty at the time the Work is carried out, We shall carry out all of the Work in a way that adheres to the terms of those warranties and the Manufacturer's specifications and documentation, using original or Manufacturer-authorized parts;
- 5.2 We shall not be responsible or liable for any failure to comply with any existing manufacturer warranties where You have not told Us of those warranties.

6. Insurance, Damage and Liability

- 6.1 We shall at all times have in place suitable and valid insurance, including public liability insurance;
- 6.2 We shall not be liable to You for any loss or damage You suffer due to Your failure to follow Our or the Manufacturer's instructions;
- 6.3 We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control;
- 6.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation; and
- 6.5 As a "consumer" as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 6.5.1 the Consumer Rights Act 2015;
- 6.5.2 the Regulations;
- 6.5.3 the Consumer Protection Act 1987; or
- 6.5.4 any other consumer protection legislation;
- as that legislation is amended from time to time.
- For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

7. Warranty and Guarantee

- 7.1 We warrant the Work from the date of invoice for a Warranty Period of 24 months or a distance of 24,000 miles whichever occurs first;
- 7.2 Unless We explicitly tell you otherwise when We invoice You, We shall warrant all parts that We use from the date of invoice for a Warranty Period of 24 months or a distance of 24,000 miles whichever occurs first. The warranties on certain parts may vary due to their original Manufacturers' warranty conditions, and in that case We will tell You in Our original Manufacturers' warranty conditions, and in that case We will tell You in Our original Manufacturers' warranty conditions, and in that case We will tell You in Our original Manufacturers' warranty conditions;
- 7.3 If any Work done and / or parts used fails during the Warranty Period, We shall carry out the necessary repairs and replacements at no additional cost to You;
- 7.4 Any warranty that We give You applies to Your Vehicle. If You sell or otherwise transfer ownership of Your Vehicle to another person, they will be entitled to the benefit of the Warranty for the rest of the Warranty Period;
- 7.5 We will be entitled to void any warranty that We give You if the Vehicle is used for anything other than normal purposes (unless We explicitly tell you otherwise). This includes:
- 7.5.1 Participating in racing or other competitions of any kind;
- 7.5.2 Participating in speed testing or time trials;
- 7.5.3 Use of the Vehicle in a way which exceeds its design limitations (exceeding maximum towing weight, for example);
- 7.5.4 Use of the Vehicle in a way which does not conform with Manufacturer's recommendations; or
- 7.5.5 Failure to service or otherwise maintain the Vehicle in accordance with the Manufacturer's recommendations;
- 7.6 The rights and remedies that We give You under this Clause 7 to provide repairs and replacement parts shall (as stated by sub-Clause 6.5) be in addition to all such rights and remedies as are available to You if You as a Consumer.

8. Cancellation

- 8.1 You may cancel any Work booked as set out in sub-Clause 8.4 or as set out in sub-Clause 8.3;
- 8.2 If You cancel under sub-Clause 8.3 or 8.4, and You have paid Us any deposit or prepayment under sub-Clause 3.1, We shall return it to You less any amount You owe to Us under any part(s) of this Clause 11.
- 8.3 You will still be liable to pay Us the remainder of the amount You owe Us; If, on or after You have booked Your Vehicle to Our premises for the Work to be carried out, You cancel the Work but We have by that time begun the Work, You must pay Us for all labour and for all parts We have used and, if We so decide, for all parts We have ordered but not yet used if in Our reasonable judgement We are unlikely to use or sell those ordered parts within 3 months. We shall invoice You for that labour and those parts. We will charge You for that labour at the same hourly rate as We used to calculate the Price. Clause 3 shall apply to the payment of any such invoice;
- 8.4 Where the contract We make with You is not made on Our premises, the Regulations give You the following rights in addition to the rights given to You by the above provisions of this Clause 8:
- 8.4.1 You may for any reason cancel a booking during the 14 day period after We confirm that booking unless sub-Clause 8.4.2 applies. If You cancel as allowed by this Sub-clause 8.4.1, and You have already made any payment(s) to Us for the Work, We will refund the payment(s) to You within 14 days of receiving Your cancellation; but
- 8.4.2 if the booking is for a date for beginning the Work which is before the end of the 14 day period from when You make the booking and if You have expressly requested Us to do any of the Work and We do so, You may not cancel the booking and You must pay in accordance with Clause 8.3 for such of the Work as has been carried out;
- If You request that Your booking be cancelled, You must confirm this in any way convenient to You;
- 8.5 Once You have paid Us all that You owe Us, You shall collect (or arrange for the collection of) Your Vehicle within 7 days. If Your Vehicle remains on Our premises beyond that period. You shall pay Us for its storage at the rate of £20 per day. We will not release Your Vehicle until You have paid in full all sums that You owe Us (including the storage charge).

9. How We Use Your Personal Information (Data Protection)

- 9.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 9.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from a member of staff.

10. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a consumer before We make Our contract with You (i.e. before We confirm the booking for any Work) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We confirm the booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

11. Information

As required by the Regulations:

- all of the information described in Clause 10; and
- any other information which We give to You about any Services or the Auto Body shop which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

12. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

13. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Work or Our Services or any other complaint about the Auto body shop or any of Our staff, please raise the matter with the Auto body shop manager who can be contacted at the Auto body shop by phone or email.

14. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

15. Law and Jurisdiction

- 15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Scotland.
- 15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.