TERMS & CONDITIONS FOR NEW SALES AND WARRANTY

The Title in any goods or services does not pass to the customer until all monies are received in full and all cheques cleared. Nothing contained herein is designed to nor will it affect a customer’s statutory rights. Vehicle Sales: Please refer to your invoice and our terms and conditions below.

1. Definitions  
1.1. “The Company”, the person designed overleaf who is the vendor of the services and or goods to the customer.  
1.2. ”The Customer”, the person designed overleaf, contracting for goods and services to be supplied by the Company.  
1.3. “ Consumer”,  a Customer, being an individual  who, for the purposes of the purchase, is acting wholly or mainly outside of their trade, business, craft or profession  
1.4. ”Goods” means all things to be sold by the Company to the Customer.  
1.5. “Services” means all services, including repairs, provided by the company to the Customer  
2. Whole Contract  
These terms shall represent the whole contract between the Company and the Customer. They may be varied only by written agreement between the parties.  
3. Enforceability  
In the event of any one or more of these terms and conditions being declared unenforceable, the remaining terms and conditions shall nonetheless remain in full force and effect.  
4. Warranties  
4.1. Except where the Customer is acting as a Consumer, in so far as liability may be placed upon the Company by the Consumer Rights Act 2015 or any other statutory provision, or in respect of a vehicle subject to a manufacturer’s warranty or other written warranty.  
4.2. The Company will, however, without prejudice to its right hereunder, correct all faults in goods or services carried out by the Company and occurring by reason of the Company’s default or negligence and shown to be such to the Company’s satisfaction.  
4.3. Subject to clause 11.4 below, the Company assigns to the Customer, the benefits of any applicable manufacturer’s warranty for parts fitted to a vehicle in the course of a repair or service. Further, the Company warrants its work free of defects in workmanship for a period of the manufacturer’s warranty.  
4.4. The Company’s obligations under the contract shall be mitigated or removed if any defect is caused or worsened by any of the following:-  
4.4.1. Failure to notify the Company of the defect.  
4.4.2. Failure to afford the Company opportunity to rectify the problem.  
4.4.3. Subjecting the goods to misuse, negligence or accident or using the vehicle for racing, rallying or similar sports.  
4.4.4. Installation of a part into the goods not approved by either the manufacturer or the Company, or altering them in a way not approved by either the manufacturer or the Company.  
4.4.5. Failure to adhere to maintenance instructions regarding the care, treatment or upkeep of the goods, or in failing to have servicing and preventative maintenance carried out as recommended by either the manufacturer or the Company. Please refer to owners manual.  
5. Liability  
Where the Company contracts to carry out a defined repair or diagnostic operation, the Company’s liability shall be limited to the performance of such work as may be defined by the standard manufacturer’s schedule as coming within the scope of such operation.  
6. Lien  
The customer acknowledges that the Company has a legal lien upon any vehicle or vehicles left with the Company for supply of goods and services for all monies due from the customer on any account.  
7. Risk / Delay  
Subject to the provisions of the Consumer Rights Act 2015 and any amendment thereof, vehicles, including components, fittings and contents are left with the Company entirely at the Customer’s risk. The Company shall in no circumstances be liable for loss or damage thereto or for delay in completing service or repairs unless the same is caused by the negligence or default of the Company, its employees or agents.  
8. Data Protection  
8.1. The Company will hold any information in regards to sales, service, repairs and warranty purposes as Data Controllers.   
9. All the agreements between the Company and the Customer are personal to the Customer. The Customer may not assign his rights or liabilities to any third party by any means.  
10. Statutory Rights  
Where the Customer is acting as a consumer, nothing in this contract is intended to exclude or limit the Customer’s statutory rights.  
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