



## Terms and Conditions

The VW Camper Company Ltd and trading name Greatworth Classics (the Company) accepts vehicles in order to provide Goods and/or Services. Services includes, but is not limited to repairs, inspection, determining and estimating repairs, storage, garaging or pending sale or for any other purpose. The provision of Goods and Services are subject to the following terms and conditions (in addition to the Customer Statement on the front of the Job Card):

### **Orders / Estimates / Deposits**

1. Estimates are valid for 28 days from the date given. If instructions are not received from a customer (in response to an estimate rendered) within 28 days, the Company may invoice for reasonable storage charges from the date that the vehicle was received until its collection. (Note: the company does not, as a general rule make any such charge for garaging pending instructions, if the repairs are ultimately carried out by the Company and duly paid for).

2. (i) All estimates by the Company are subject to change caused by variations to the Company of labour, material and spare parts at the date of estimate. In the event of any variation occurring before or after acceptance of the estimate the Company may if it thinks fit require the Customer to pay on completion of the work any increase due to such variation.

(ii) If no estimate is provided or if part only of the work covered by the estimate is carried out the Company shall be entitled to charge a reasonable and proper price for the work done (including any stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and spare parts supplied.

(iii) The company may refuse to carry out all, or part of any work for any reason whether or not an estimate has been provided.

Variations to the estimate, the scope of the repair or work, the prices chargeable shall be subject to all these terms and conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract.

3. Orders received, for Goods and/or Services, from any driver employed by the Customer or by any person who is reasonably believed to be acting as the Customer's agent or by the order of any person to whom the Company is entitled to make delivery of the vehicle shall be binding upon the Customer.

4. The Company may demand a deposit before commencing any work. The customer shall co-operate with the Company in all matters relating to the Services.

### **Delivery / Completion**

5. Every endeavour will be made to provide the Goods and/or Services by the estimated time, but the Company shall not be liable for any delay in completing the Goods and/or Services. Time shall not be of the essence in respect of this clause. Risk passes on delivery or where relevant on collection.

6. Customers have 14 days from the date of the invoice to collect their vehicles. After this time storage will chargeable at our standard outdoor rates.

7. On long-term projects whilst we are working on your vehicle, we will not charge for storage. If and when we are required to put the project on hold at the customer's request or at the end of a stage to enable the workshop to

function properly we may be required to store your vehicle. This can be outdoors or indoors but it will be invoiced in accordance with our standard storage terms and conditions in advance. Any credits will be applied to your invoice against labour completed as per the worksheet.

## Payment

8. Payment for all Goods and/or Services, repairs and/or spare parts supplied is due on completion of work or receipt of an invoice. The goods and/or Services, repair is completed for the purpose of these terms and conditions when notice has been given that the vehicle is ready for collection or when a part payment is required. All Goods and/or Services shall remain the absolute and unencumbered property of the Company until such time as the Company has received cleared payment in full from the Customer in respect of such Goods and/or Services. Cheques will not be accepted. Credit cards attract an administrative fee of 1% of the total invoice value in line with the published rates from the merchant provider. We do not pass on the fees for using personal debit cards.

9. The Company shall have a general lien on all of the Customer's vehicles and all of their contents for all monies owing to the Company by the Customer on any account whatsoever. The Company shall be entitled to reasonable storage charges during any period in which the vehicle is retained by virtue of the lien.

10. If the Customer's indebtedness to the Company is not satisfied within three months from the date of the first invoice to the Customer, the Company may without notice sell any vehicle owned by the Customer and/or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards the satisfying monies due from the Customer to the Company, and any balance shall be paid by the Company to the Customer on demand.

## Collection & Courtesy Car

11. Where in any case a driver who, so far as the Company is aware has the authority to collect the vehicle, collects the same, the Company shall not be responsible to the Customer for any loss of damage resulting, on the grounds that such driver had in fact no such authority, and this notwithstanding that delivery may have been made without payment of the Company's account. It shall not be obligatory upon the Company to seek confirmation of the authority of any person reasonably believed to be then or to have been at some time, connected with the Customer.

12. If a vehicle is not collected, the Company may charge reasonable storage costs in respect of the vehicle from the date of completion of the repairs until collection or disposal under Section 8 hereof.

13. The Company may offer a courtesy car available to Customers who made a prior request. Customers must provide proof of insurance at their own cost. The courtesy car must be returned at the end of the agreed period in the condition in which it was taken and with a full tank of fuel. The Company accepts no liability or claims in relation to the Customer's use of the courtesy car and Customers use it on the understanding that they accept full liability for themselves and their passengers in respect of any claims, disputes, accidents, parking or speeding fines.

## Limitation of Liability

14. Where the Customer is not a consumer, all statements, conditions or warranties as to quality of the Goods or their fitness for purpose whether expressed or implied by law or otherwise are hereby expressly excluded.

15. Where the Customer is not a consumer, all statements, conditions or warranties as to performing the Service to a reasonable standard of care whether expressed or implied by law or otherwise are hereby expressly excluded.

## General

16. The Company is not responsible for loss or damage to vehicles or other property whatsoever or however occasioned except when such loss or damage is caused by the sole negligence or deliberate act of the Company or its servants. Under no circumstances will the Company accept liability for loss or damage outside its control for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss. **Customers must ensure their vehicles are fully comprehensively insured at all times, and insurers notified of its position.**

17. The Customer shall be entitled to the benefit of any warranty to which the Company is entitled as against the manufacturer of parts and materials supplied or any sub-contractor. All work carried out by the Company is warranted against failure due to defective work for a period of three months/3000 miles, whichever occurs the first. This warranty

extends to repairs actually undertaken and does not cover progressive fault diagnosis. It does not affect any statutory rights.

**18.** All parts removed by the Company in the course of the repair shall, if not claimed by the Customer within 14 days after the completion of the repair be deemed to be owned by the Company and they shall become the Company's absolute property. Parts returned are subject to a handling charge. Parts specially ordered are not returnable.

**19.** Any notice to the Customer posted to his last known address and/or email address shall be good notice. Any query regarding this invoice is to be made within 14 days of receipt.

**20.** Save where the context forbids, the expression 'vehicle' wherever used in these Conditions includes car, lorry, van, trailer, caravan, invalid carriage, and cycle and as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter, battery, and each and every component of a vehicle.

**21.** No alteration or qualification of these printed terms and conditions shall be effective unless in writing, signed on behalf of the Company by a Director or a duly authorised officer of the Company. No other person has the authority to alter or qualify in any way the above printed conditions or to enter into any contract for repair for any of the purposes set out in the preamble above on behalf of the Company otherwise than on such conditions.

**22.** Unless otherwise stated, all service work undertaken is carried out in accordance with the manufacturer's schedule.

**23.** Customers are strongly advised to remove all items of value not connected with the vehicle when leaving it on the Company's premises. The Company cannot accept liability for any loss or damage to the same except in consumer transactions when this is shown to have been caused by a lack of reasonable care on the part of the Company.

**24.** If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

**25.** The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company arising directly or indirectly from the Customer's fraud, negligence or failure to perform or delay in the performance of any of its obligations under the terms and conditions.

**26.** The Company shall have no liability to the Customer under the terms and conditions if it prevented from, or delayed performing, its obligations under the terms and conditions or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control, including (without limitation) strikes, lockouts, or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, direction, accident, breakdown of plant machinery, fire, flood, storm or default of suppliers or subcontractors.

### **Warranty on Parts & Labour**

**27.** Parts are provided with a manufacturers' warranty. Providing the supplier of parts will honour the manufacturer's warranty the Company will provide replacements to parts. The Company may charge for additional labour at our discretion.

**28.** Warranty on labour – the Company will rectify any faults or on-going related problems providing that the customer brings the vehicle back to the Company immediately. If the fault is a new problem or not related to the original fault the Company will undertake to repair it at our discretion and may invoice the customer any additional parts. The Company will discuss this with customers prior to commencing repairs under our warranty.

**29.** Engines require special instructions for "running-in" which will be provided on collection. Customers' non-adherence to this advice will make any claims under the warranty invalid.

**30.** Any investigations, adjustments or repairs on an on-going problem or warranty claim, carried out on the Customer's vehicle by a third-party will invalidate the Company's warranty.

**Finally... don't wait to tell us of any problems!**

***If you are not happy with any aspect of our work, please come straight back to us!***

You can also phone/email/write within 3 working days of our invoice to query/question us so that we can explain or put things right. If another garage works on your vehicle before we've had a chance to review/correct any errors, you may invalidate any warranties.