

TERMS OF BUSINESS

1. Definitions

- 1.1 "The Dealer", the person designed overleaf who is the vendor of the Goods to the Customer.
- 1.2 "The Customer", the person designed overleaf, contracting for goods and services to be supplied by the Dealer.
- 1.3 "Goods" means all goods, equipment parts or other things to be sold by the Dealer to the Customer whether or not supplied in conjunction with Work to be done by the Dealer.
- 1.4 "Work" means any work to be done by the Dealer for or on behalf of the Customer whether by way of repairs, advice, servicing, fitting or otherwise.
- 1.5 "Vehicle" includes any car, lorry, van, trailer, caravan, invalid carriage, motor cycle and as a separate unit or otherwise engine, axle, gearbox, clutch, generator, starter, battery and generally each and every accessory to and component thereof.

2. Acceptance of Terms

- 2.1 The Customer will be deemed to have accepted these Terms of Business if he or his insurance company give instructions by any means for Work to be done or Goods to be supplied.

3. Whole Contract

- 3.1 These terms shall represent the whole contract between the Dealer and the Customer. They may be varied only by written agreement between the parties.

4. Interpretation

- 4.1 In these presents the singular shall include the plural and the male shall include the female or business entity as may be appropriate.

5. Enforceability

- 5.1 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.

6. Estimates

- 6.1 An estimate is a considered approximation of the likely cost involved. All estimates are valid for 30 days from the despatch of the estimate by the Dealer to the Customer. If the Customer deposits a Vehicle with the Dealer for the purpose of an estimate, a storage charge based on the Dealer's current garage rental rates will be made to the Customer applicable from the fifteenth day after despatch of the estimate by the Dealer unless the estimate is accepted by the Customer within 14 days of such despatch or the Vehicle is removed by the Customer from the premises within that period.
- 6.2 The prices of Goods shall be those current at the time of intimation of the estimate to the Customer and the Dealer shall have the right to increase such prices if the price to the Dealer is increased between intimation of the estimate and delivery to the Dealer of the Goods.
- 6.3 Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent, the Dealer will cease the Work and will not continue without obtaining the express permission of the Customer, which may be given in written or oral form.
- 6.4 If, in the opinion of the Dealer, it is impracticable for any reason to carry out any of the Work, it shall be entitled not to carry out such Work, even if an estimate has been given and to carry out only Work which it deems practicable.

7. Uncompleted Work

- 7.1 If for any reason Work is not carried out in full, the Dealer will charge a reasonable amount for any Work actually carried out and the current price of any goods supplied or fitted.

8. Variation

- 8.1 Any variation agreed between the Dealer and the Customer in Work to be done or Goods to be supplied, shall be deemed to be an amendment to this Contract and shall not constitute a new contract.

9. Time Not of the Essence

- 9.1 The Dealer will use its best endeavours to do Work or supply Goods within any time period notified to the Customer. However, time shall not be of the essence and the Dealer will not be liable for delays, howsoever caused.

10. Completion of Work, Delivery and Payment

- 10.1 The Dealer may in its discretion demand a deposit before commencing the Work. Otherwise, all Goods supplied and Work carried out shall be paid for upon or prior to delivery unless alternative arrangements have been agreed in advance. The Dealer shall not be obliged to accept a cheque in payment unless guaranteed by an appropriate Banker's Card.
- 10.2 Work shall be deemed complete and the Vehicle available for collection when the Customer is so advised by the Dealer.
- 10.3 If a Vehicle is not collected by the Customer within 7 days of the Customer being advised that Work is complete, the Dealer may charge for storage of the Vehicle at its current garage rental rates. The Dealer may sell the Vehicle if the Customer shall fail to pay monies due to the Dealer and collect the Vehicle within 3 months of being notified that the Work has been completed and of the Dealer's intention to proceed to sell it. Upon any such sale, the Dealer shall pay the balance of the proceeds of sale to the Customer after deducting all monies due to the Dealer and all costs of sale.
- 10.4 Interest at the rate of 2% per month (apportionable by the day) will accrue on all balances overdue until payment.

11. Right Of Lien

- 11.1 The Dealer shall have a general lien on a Vehicle and all its contents for all monies owing to the Dealer by the Customer on any account whatsoever.

12. Retention of Title and Risk

- 12.1 Risk of damage to or loss of the Goods are at the risk of the Customer as soon as they are delivered by the Dealer to the Customer. Delivery shall take place at the premises of the Dealer unless the parties otherwise agree in writing.
- 12.2 Goods shall remain the sole and absolute property of the Dealer as legal owner until such time as the Customer shall have paid to the Dealer the full price thereof, together with the full price of any other goods which are the subject of any other contract with the Dealer and together with all storage charges and interest that may be due to the Dealer under this Contract or any other. Until payment in full as aforesaid has been made the Customer acknowledges that he is in possession of the goods solely as agent of the Dealer.
- 12.3 Until the Customer becomes owner of the Goods, he will store them separately from his own goods or those of any other person and in a manner which makes them readily identifiable as The goods of the Dealer.

- 12.4 The Customer's right to possession shall cease if he, not being a company, commits an available act of bankruptcy or if he, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up. The Dealer may for the purpose of recovery of the goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess them.

- 12.5 The Customer shall be at liberty to agree to sell on the Goods or any product produced from or with the Goods subject to the express condition that such an agreement to sell shall take place as agents (save that the Customer shall not hold himself out as such) for the Dealer, whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Dealer and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Dealer's monies.

13. Place of Delivery

- 13.1 Unless otherwise agreed in writing delivery of Goods shall take place at the Dealer's premises.

14. Loss or Damage

- 14.1 The Dealer shall be responsible for loss of or Damage to any Vehicle or its accessories or contents only if caused by the negligence of the Dealer or its employees. The Customer is strongly advised to remove any items of value not related to the Vehicle and in respect of any loss or damage not the responsibility of the Dealer must rely upon his own insurance.

15. Replaced Parts

- 15.1 All parts replaced during any Work done, except those that have to be returned to manufacturers or suppliers under warranty or service exchange arrangements, will be retained by the Dealer for the Customer until the Vehicle is collected. If the Customer does not specifically ask to take possession of such replaced parts when collecting the Vehicle, then they will become the property of the Dealer to dispose of as it deems fit.

16. Returned Goods

- 16.1 Goods will be accepted back for credit provided:-
 - 16.1.1 The Customer returns the Goods within 5 working days of delivery; and
 - 16.1.2 The original invoice is produced; and
 - 16.1.3 The Customer pays the Dealer's current handling charges for returned Goods; and
 - 16.1.4 The Goods were not specially ordered by the Customer.

17. Sub Contracting

- 17.1 The Dealer shall be entitled to have its obligations under this Contract carried out by sub-contractors but shall be responsible to the Customer for the sub-contractors' Work. The Customer shall have no contractual relationship with any such sub-contractor.

18. Health and Safety

- 18.1 Notice is hereby given to the Customer that the instructions for use, cautionary notices, and other technical notices and information are supplied to the Customer with the Goods.

19. Warranty

- 19.1 In respect of any parts fitted or other Goods, the Dealer assigns to the Customer the benefit of the applicable manufacturer's warranty. The Dealer warrants the Work free of defects for a period of 3 months or 3,000 miles, whichever occurs sooner, from the date of completion of the Work. This warranty extends only to Work actually undertaken and does not cover progressive fault diagnosis. It does not affect any statutory rights.
- 19.2 If the Work includes painting then -
 - 19.2.1 If the metal to be painted is rusted, every reasonable precaution will be taken to prevent rust penetrating the paint after completion of the Work but no warranty can be given in this respect;
 - 19.2.2 Whilst the Dealer shall make its best endeavours, no warranty, can be given that the new paintwork will match existing paintwork exactly.
 - 19.2.3 The warranties in 19.1 above are in addition to any other remedies the Customer may have under the Contract but where applicable do not extend to cover defects arising from failure by the Customer to have the Vehicle serviced in accordance with the manufacturer's recommendations.

20. Authority to Contract

- 20.1 All Work done or Goods supplied by the order of any person in the Customer's employ or by any person reasonably believed by the Dealer to be the Customer's agent or by any person to whom the Dealer is entitled to make delivery of the Vehicle shall be paid or by the Customer.

21. Authority to Uplift

- 21.1 Where a person who, so far as the Dealer is aware, has authority to uplift Goods or Vehicles and does so, the Dealer shall have no liability to the Customer for any loss or damage resulting on any grounds whatsoever. It shall not be obligatory upon the Dealer to confirm the authority of any person reasonably believed to be then, or to have been at some time, connected with the Customer.

22. Authority to Drive

- 22.1 In connection with the supply of Goods or carrying out of Work or any inspection or testing or the preparation of any estimate in connection therewith, the Dealer shall be entitled to drive the Vehicle on the road or elsewhere as it shall deem necessary.
- 22.2 Goods shall remain the sole and absolute property of the Dealer as legal owner until such time as the Customer shall have paid to the Dealer the full price thereof, together with the full price of any other goods which are the subject of any other contract with the Dealer and together with all storage charges and interest that may be due to the Dealer under this Contract or any other. Until payment in full as aforesaid has been made the Customer acknowledges that he is in possession of the goods solely as agent of the Dealer.

23. Notices

- 23.1 All written notices given by the Dealer to the Customer shall take effect 24 hours after being despatched by the Dealer in the normal course of post to the Customer's address shown overleaf.

24. Jurisdiction

- 24.1 The terms of this contract shall be construed according to the Law of Scotland and both parties prorogate the exclusive jurisdiction of the Scottish Courts.