

This Agreement is between
Fleetline Coachworks Ltd, 'The Repairer',
and the Customer.

1. Definitions

- 1.1. The Customer Means, the person, firm, or company for whom the services are performed.
- 1.2. Services, means the repair, alteration, and restoration, of vehicles and any other operation carried out for the Customer by the Repairer including the storage of the Vehicle and the hiring of Courtesy Vehicles.
- 1.3. Completion Date means a date when the Repairer believe the services will have been completed

2. Estimates

- 2.1. An estimate given for the repair shall be provisional and will be subject to variations in the price of parts or materials between the date of the estimate and the date of repair. It will also depend on further work or parts which are found to be necessary subject to any conditions specified upon instruction either by the Repairer or the Customer.
- 2.2. A charge may be made for the provision of an estimate.

3. Restrictions

- 3.1. The Repairer reserves the right to refuse to;
- 3.1.1. carry out any work on the vehicle which in its opinion, or in the opinion of its employees, is likely to make the vehicle unsafe whether for vehicle occupants and/or pedestrians.
- 3.1.2. carry out work which might have a detrimental effect on other parts of the vehicle.
- 3.1.3. Road test a vehicle if in the opinion of the Repairer and/or its employees the vehicle has been presented in a manner which would render its use on the highway to constitute a criminal offence, this may include, but is not limited to illegal tyres, number plates and privacy glass.

4. Sub-Contract

- 4.1. It may be necessary on occasions for the Repairer to instruct specialist to undertake specialist repairs to your vehicle. In so doing the Repairer agrees that they will only use competent professionals to undertake these services.

5. Replacement Parts

- 5.1. All components removed from your vehicle and replaced, other than those exchanged for replacement parts or subject to a warranty claim, become the property of the Repairer unless the Customer requests their return prior to the commencement of the service.
- 5.2. All goods fitted to your vehicle, during the repair process, shall remain the property of the Repairer until such time as the Repairer receives full and cleared payment of all outstanding amounts, these may include the cost of the repair, any excess and/or VAT, courtesy car hire and storage charges.

6. Paintwork

- 6.1. Where new paintwork is required and the metal is found to be rusted, every possible reasonable precaution will be taken to prevent such rust penetrating after the completion of the painting. However, no guarantee can be given that the rust will not reoccur after the services provided by the Repairer.
- 6.2. The Repairer uses the very latest paint and materials as requested by the vehicle manufacturers for which it is approved to undertake vehicle repairs. However, if partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match. On occasions The Repairer may be required to 'Blend or spray the adjoining panel' in order to obtain a satisfactory finish.

7. Completion Dates

- 7.1. Prior to the commencement of the Service the Repairer will provide the customer with an estimated Completion Date. Whilst the Repairer shall make every effort to ensure that the services are completed on or before the Completion Date, Completion Dates are only estimates setting out when the Repairer believes the repair to your vehicle will be completed. **Completion dates may change.** If a Completion Date changes the Repairer agrees to make reasonable attempts to contacting the customer immediately and to provide the Customer with a revised estimated Completion Date.

8. Delays

- 8.1. The Repairer will endeavour to complete the services by the date and time requested, but cannot accept responsibility for delay resulting from none or late availability of spares, or other reasons beyond its control.

9. Collection

- 9.1. Once notified that your vehicle is ready for collection please collect your vehicle as quickly as possible, and in any event within 24 hours upon receiving the Repairer's request to collect your vehicle.

- 9.2. The Repairer will only release the Vehicle to the customer after repairs are completed, unless it is requested by the customer to release the vehicle to the customer's agent.

- 9.3. In order for the Repairer to undertake the Service, The Repairer's employees will be required to drive your vehicle; this may also include a road test to ensure that the vehicle operates correctly upon the road. If there is insufficient fuel in your vehicle, additional fuel will be added and a charge will be made for this fuel. **By entering into this agreement you agree to reimburse the Repairer for any fuel they have placed into your vehicle.**

10. VAT

- 10.1. Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion of the repair will be the rate applicable at the time.

- 10.2. By entering into this agreement the customer agrees to ensure that they are able, and prepared to pay the VAT element of the repair invoice, or their insurance excess when and if applicable. The amount of any excess and/or VAT must be confirmed, agreed and paid to the Repairer upon the completion of the Service.

11. Payment

- 11.1. **All payments must be made to The Repairer before the Vehicle is released,** unless alternative arrangements are agreed with The Repairer and confirmed in writing. If the Customer fails to pay the Repairer, the vehicle will be retained and storage charges will accrue commencing at the end of a 24 hour collection period. The collection period commences when the Customer is informed that the vehicle is ready for collection.

- 11.2. If a Customer fails to contact the Repairer and make arrangements to collect the repaired vehicle, or the Customer fails to collect the repaired vehicle before the collection period expires or on a date agreed with the Repairer, storage charges will accrue at a daily rate until the vehicle is collected. If a courtesy vehicle is also retained by the customer daily hire charges for the Courtesy vehicle will also accrue.

- 11.3. Please note that by entering into this agreement you agree to pay hire charges for the courtesy vehicle if it is not returned with 24 hours of a request by the Repairer to collect your vehicle, or to return the Courtesy vehicle.

12. Storage

- 12.1. If the vehicle is not collected, or arrangements are not made for its collection storage charges will accrue commencing at the end of a 24 hour collection period. The Repairer agrees to notify the customer in writing that the work has been completed and that daily storage charges, at a rate specified within the letter, are accruing as if the repaired vehicle had been left with The Repairer for storage.

- 12.2. Please note that a repaired vehicle will not be released until all the outstanding amounts have been paid, these may include any excess and/or VAT, courtesy car hire and storage charges.

- 12.3. Daily storage charges may also be incurred, from the date on which the vehicle was left with the Repairer, if authority to proceed with the service is, in the sole opinion of the Repairer, unreasonably delayed or unreasonably refused.

- 12.4. Further if the Customer, and/or the Customer's insurance company, decides to collect the vehicle prior to the Repairer undertaking the services, thereby preventing the Repairer from undertaking the service, then the Repairer will charge storage at its usual daily rate. In such circumstances storage will accrue from the date when the vehicle was left at the Repairer's premises on the understanding that the Repairer would provide their service. If the vehicle is to be removed without the services being undertaken by the Repairer then storage will be charged as if the original agreement was that the Repairer would provide storage for the Vehicle.

- 12.5. **Please note that the Repairer will not release the Vehicle either to the customer, its employee, agent or insurer until all outstanding charges are paid, these charges may include Storage, Recovery, Administration and Courtesy Vehicle Hire Charges.** Further, recovery and hire charges will continue to accrue while arrangements are made to move the vehicle and/or return the courtesy vehicle.

13. Lien

- 13.1. The Repairer has the right to hold a vehicle following the completion of repairs until such time as the account is paid in full.

14. Uncollected Goods

- 14.1. The Repairer may exercise its right as regards uncollected goods under the Torts (Interference with Goods) Act 1977, if the vehicle is not collected when the work is completed subject to the Repairer complying with the provisions of the Torts (Interference with Goods) Act 1977.

15. Liability

- 15.1. The Repairer will take reasonable care of the vehicle, whilst in its custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers are therefore advised to ensure that any items of personal property or business goods are removed from the vehicle prior to the commencement of repairs.

- 15.2. Whether by agreement with, or on the instruction of the customer, the vehicle is left outside the Repairer's premises, before or after normal business hours, on an unfenced part of the premises, any risk or loss or damage howsoever occasioned will be the customer's responsibility.

16. Customer Liability

- 16.1. By entering into this agreement the Customer agrees to be solely responsible for payment of The Repairer's invoice, either in whole or in part, for services completed by The Repairer, if its insurance company refuses to honour the Customer's insurance policy and therefore refuses to pay The Repairer's invoice directly.

- 16.2. By entering into this agreement the Customer is authorising The Repairer to repair the Vehicle in the areas indicated on the front of this form. If, the Customer intends to claim the cost of the Services from its insurer, The Repairer will, if provided with the correct details, liaise with the Customer's insurance company to facilitate the claims and payment process.

- 16.3. However, liability for payment to The Repairer for the Services it has provided will at all time remain with the Customer until payment is received in full. **If for any reason The Customer's insurance company fails to pay The Repairer, then the Customer agrees to accept responsibility for, and to make payment without delay, to The Repairer for the services The Repairer has provided.**

17. Consumer Transactions

- 17.1. Nothing contained within these terms and conditions is meant, nor will affect a Consumer's Statutory Rights

18. Jurisdiction

- 18.1. These Terms and Conditions shall in all respects be governed by and construed in accordance with English Law.