

# Consumer Terms and Conditions

## *Hourly Labour Rates and Menu Price Charges*

The Company will apply a value as displayed within the customer reception area and contained in the UK Body Repair Industry Guide to Retail Charges 2011.

## *Collection and Delivery*

Customers' vehicles may be driven (where possible and when necessary) by personnel authorised by the company in the collection and delivery process.

Collection can be made at the company's premises where agreed.

## *Booking-in*

Customers will be provided with a booking-in date when repairs are scheduled to commence. Prior to this, any necessary parts may be placed on order with the company's suppliers to meet anticipated repair schedules. Customers who fail to honour the date given may be held responsible for the cost of any parts that cannot be returned. A credit card swipe or deposit for parts ordered may be requested.

## *Assessments*

Assessments are based on the costs of labour and materials ruling at the time they are prepared. The company reserves the right to notify charges to meet any variations, whether due to increases in wages, materials or increased cost from any other cause.

Should any additional work or materials be found necessary in the course of repairs or subsequent testing, it may be necessary to make an extra charge.

Where additional work involves a substantial increase in the amount estimated, a supplementary assessment will be issued for acceptance.

## *Paintwork*

Where new paintwork is required and the base metalwork is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting, although no guarantee can be provided in this respect.

If partial paintwork is required, every endeavour will be made to match the existing colour, but no guarantee can be provided for a perfect colour match where the existing

colour has faded or where an insurer or accident management company insists that only panels damaged in the accident – not adjacent panels- are to be painted.

Paintwork is guaranteed against faults occurring in the material and its application.

### *Courtesy / Loan cars*

The company is contracted by certain insurers and accident management companies to supply a Group A or B loan vehicle while repairs are carried out. The vehicle is loaned on a free of charge basis and is the company's property.

Customers may be refused the use of a loan car if their driving licence details do not correspond with those held by the customer's insurer or have previously abused the staff or a vehicle provided by the company.

Customers' own insurance and excesses will apply on the company's loan cars.

The provision of a loan vehicle is made in good faith in a clean and tidy condition. A credit card swipe or deposit is required at the time of the vehicle loan that will be refunded in full if the vehicle is returned without damage and in a clean and tidy condition.

All courtesy cars are supplied with a minimum amount of fuel to eliminate the need for a fuel deposit.

The company does not reimburse any unused fuel.

Subject to availability, a loan vehicle can be provided and charged where a customer's insurance contract does not require a Group A or B to be provided.

Vehicles must be returned on the agreed date, otherwise the company reserves the right to charge for extended use.

No pets or other animals are to be carried in loan vehicles. Smoking is also not permitted. Vehicles are not to be used for industrial purposes, ie carrying building or such materials that may result in damage.

Customers will be charged for mileage travelled in excess of the national norm of 250 miles per week or 36 miles per day.

### *Images and recording*

Images will be taken on acceptance of the customer's vehicle and retained. Any area of damaged and / or previous repairs to the vehicle will be identified, recorded and

discussed with the customer to avoid potential disputes between the customer, insurer and the company.

#### *Target dates and times for completion of repairs*

When an insurer / accident management company authorises the company to commence repairs, a target completion date will be provided.

This is an approximate date. The company is unable to guarantee a specific date or time for completion of repairs due to the unpredictable nature of damage caused by accidents and also various delays beyond the company's control, which may occur. This includes delays caused by:

- unforeseen damage found while carrying out repair work
- delays in the supply of parts
- demand during inclement weather or due to unforeseen circumstances

The company will, however, do everything possible to ensure vehicles are repaired as quickly as possible and also that customers are kept informed of the nature of any delays.

#### *Parts / materials supplies*

Parts for certain makes / models are more difficult to obtain than others.

Appropriate parts for 'grey' import vehicles and some newer or more unusual makes of vehicle can sometimes take several months to obtain.

Further delays can occur if incorrect parts are supplied or if parts arrive in a damaged condition from a supplier.

The company cannot be held responsible for manufacturers modifying panels and trims or causing items to become obsolete e.g. decals, badges and custom stripes.

In certain instances it may be necessary for the company to fit non-original parts if directed to do so by the insurer / or accident management company, this will usually be a result of the type of insurance policy the repairs are being carried out under.

#### *Quality Control / Complaints*

Quality control specialists will monitor work at every stage of the repair process.

The company is committed to working within the industry's recognised Thatcham BSI Kitemark (PAS125: 2011) quality standard.

### *Payment facilities for excess, betterment and VAT*

Insurance company excesses, contributions to the cost of new tyres, exhaust etc (betterment) and VAT (where applicable) must be paid by cash or credit card (cheques are not accepted) before repaired vehicles are collected or delivered, unless a credit account has previously been opened.

### *Audio system code*

It may be necessary to disconnect the vehicle battery during repairs. If the audio system has a security code, please supply the code number in order that the system can be reactivated.

No liability rests with the repairer for re-coding the audio system where the owner is unable to provide the correct code.

### *Warranties and guarantees*

Repair work is guaranteed in accordance the terms agreed insurance companies or in accordance with the company's trade association requirements whichever is the greater.

Guarantees / warranties extend only to the repaired area of the vehicle.

On completion of repairs customers will be issued with a guarantee certificate.

The guarantee should be kept in a safe place as it will be required in the event of a claim.

The guarantee is not transferable.

The company cannot be held responsible for faults or the mechanical failure of items caused by previous wear and tear that may occur while vehicles are in the company's possession.

### *Vehicle inspection*

Assessments for the cost of repair will be based on instruction by customers and / or their insurer / accident management company and the company's opinion.

An insurance company representative may inspect vehicles and he / she may delete or amend certain items from the assessment.

The company can only carry out repairs that are authorised by a customer's insurer unless the customer is making payment.

Items which are deemed unacceptable to a customer's insurer may be those which are either un-related to the accident or which have been damaged in a previous accident.

#### *Repair instructions*

If an insurer is making payment for repairs to a vehicle, customers should be aware the company may be asked to follow the insurer's instructions on repair methods and techniques.

#### *Vehicle cleaning*

While the company's contract with most insurers requires that the customer's vehicle is externally washed and vacuumed internally following repair without charge, this service obviously extends beyond the area of damage rectified by the company but is therefore not covered by the standard terms of guarantee.

The company cannot be held responsible for the failure of any paint surface or material which may occur during the cleaning process in areas outside those that have been repaired by us.

#### *Valuables and contents*

Customers are advised to remove any valuable items from their vehicles as the company, whilst taking all reasonable precautions, cannot be held responsible for any loss or damage caused.

#### *Beyond economical repair vehicles*

It is the responsibility of a customer's insurance company to agree whether a vehicle is beyond economical repair. If they do, the insurer will arrange for a salvage company to collect it.

Customers should arrange to collect items left in their vehicle as soon as possible since disposal of the vehicle will take place within a matter of days.

#### *Disposal of uncollected goods*

Any vehicle that has not been collected (and where payment for repairs has not been made within three calendar months after completion of repairs) will be sold and the cost of repairs and any storage charges will be deducted from the proceeds of the sale. However, before the vehicle is sold, the company will give three months notice in writing by first class post (recorded delivery) to the last known address of the customer. The vehicle will be sold at public auction and after deducting appropriate costs, any balance will be retained by the company or forwarded to the customer's last known address at the company's discretion.

### *Statutory Rights*

The terms and conditions of the Company do not affect your Statutory Rights.