

### Terms and Conditions

We M.J.Stepto Motor Engineers (hereinafter called the 'Company') accept vehicles (as hereinafter defined) for repair, for examination with a view to estimating for repairs, for garaging or pending sale or for any other purpose, only and subject to the following terms and conditions (in addition to any conditions stated on the face here of):-

- 1) Estimates are effective only for 14 days after dispatch. If instructions are not received from a customer (in response to an estimate rendered) within 28 days from dispatch of the estimate, the Company may change its usual garage rates from the date the vehicle was received until its collection. (Note:- The Company does not as a general rule make any such charge for the 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 based on the current cost to the Company of labour, materials and spare parts at the date of estimate and in the event of any variation occurring before or after acceptance the Company may if it thinks fit require the Customer to pay on completion of the work any increase due to such variation. Customers consent will be sought prior to additional repairs being carried out or costs being incurred.  
(ii) If no price is stated or if part only or 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) If in the opinion of the Company it is impractical for any reason to carry out any of the work it has been instructed to carry out it shall be entitled to refrain from carrying out or completing such work (notwithstanding that an estimate may have been given therefore) and to carry out only such work as in the opinion of the Company may be practicable.
- 3) Variation of any kind in the estimate, or the scope of the repair, or the prices chargeable, or otherwise howsoever, shall be subject to all these conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract, and the original contract shall remain in force, but as so varied. No act of commission or omission by the Company in relation to any vehicle shall constitute a 'deviation from the contract', nor shall any such act disentitle the Company to the benefit of any of these Conditions.
- 4) The customer has the right to cancel at any time prior to booking, this will not normally incur a charge unless parts or sub contracted services have been specially ordered or arranged in which case a handling fee may apply. (In some cases i.e. dealer ordered parts, full parts cost may be required if items are non returnable). If cancellation occurs after work has commenced the customer will be responsible for all costs up to the point of cancellation. (We will endeavour to keep costs to a minimum). A delay in vehicle collection of more than 24hrs will incur storage fees of £20.00 + VAT per day.
- 5) Every endeavour will be made to carry out the work by the time desired, but the Company shall not be liable for any delay howsoever occasioned and this notwithstanding that a definite date for completion may be specified.
- 6) The company retains the right to cancel a booking at anytime. The customer will be entitled to redress for any out of pocket expenses incurred. (This will only apply if cancellation is due to booking error and not for occurrences out of the companies control, i.e. if the loan car is not available).
- 7) Any work done or goods supplied in relation to a vehicle, by the order of any driver in the Customer's employ, 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 paid for by the Customer.
- 8) Payment for all repairs and/or spare parts supplied is due on completion of work, but the Company may demand a deposit before commencing or in the course of any work. A repair is completed for the purpose of these conditions when notice has been given that the vehicle is ready for collection.
- 9) The Company shall have a general lien on a vehicle and all its contents for all monies owing to the Company by the Customer on any account whatsoever. The Company shall be entitled to charge garage rent 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 one month from the first account rendered to the Customer, the Company may without notice, sell the vehicle and/or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards satisfying monies due from the Customer to the Company, and any balance shall be paid by the Company to the Customer on demand.

- 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 or damage resulting, on the ground 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 them, or to have been at some time connected to the Customer.
- 12) If a vehicle is not collected, and the Company's charges are not paid within 24 hours after the delivery of the vehicle to the Company, the Company may charge its current storage rent at £20 + VAT per day in respect of the vehicle from the date of completion of the repairs until collection or disposal under Section 8 hereof or as the case may be.
- 13) In connection with any inspection, or contemplated repair, or other purposes for which a vehicle is accepted by the Company, testing, taking the vehicle to the coachbuilders or other specialists, demonstrations, etc., the Customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.
- 14) Except in the case of a consumer transactions the Company is not responsible for loss or damage to vehicles or other property whatsoever.
- 15) 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 for any sub-contractor. In the unlikely event of a replaced part failing due to incorrect fitment or the part itself being faulty, M.J.Stepto Motor Engineers offer the added reassurance of free parts and labour for replacement within 12 months or 12000 miles commencing from the date of original fitment, whichever is earlier. This can be carried out either by M.J.Stepto Motor Engineers who undertook the repair or any other participating Unipart Car Care Centre throughout the UK, each of which has agreed to offer the same guarantee. Your statutory rights are not affected.
- 16) All parts removed by the Company in the course of repair shall, if not claimed by the Customer as per the instructions on the work authorisation sheet after the completion if the repair be deemed to be wholly abandoned to the Company and they shall become the Company's absolute property accordingly.
- 17) Any notice to the customer posted to his last known address shall be good notice.
- 18) 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.
- 19) No alteration or qualification of these printed terms and conditions shall be effective unless in writing, signed on behalf of the Company by M.J Stepto or a duly authorised officer of the Company. No other person has any authority to alter or qualify in any way the above printed conditions of to enter into any contract for repair for any of the purposed set out in the preamble above on behalf of the Company otherwise than on such conditions.
- 20) Data Protection Act 1998. Any data collected within the Company will not be disclosed to any external sources without your express written consent.
- 21) If courtesy vehicles are available they may be offered on the understanding that customers hold a full UK driving licence and are between the ages as per the loan car sheet. If insurance is not transferred to the customers own policy and the company excess at that time will apply. A Courtesy car loan sheet must be completed and the vehicle condition noted before and after return and a copy of the licence taken.
- 22) Payment is due on collection of the vehicle either by credit or debit card. Cash can also be accepted up to a maximum of £9,000.

#### Notice

Customers are strongly advised to remove all items of value not connected with the vehicle when leaving it on company's premises since 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.