

MANBY MOTORS LIMITED – TERMS AND CONDITIONS

1. General

“The Company” Manby Motors Limited

“Vehicle” Means unless otherwise accepted, car lorry, van, trailer, caravan, invalid carriage and cycle and as a separate unit or otherwise engine, axis, gearbox, clutch, generator, starter battery and every other component of the vehicle.

“Customer” Shall mean either the person or the company requesting examination, repair, valuation or garaging or any other request in relation to the vehicle.

“The Company Premises” Registered office: Unit 4 Block B, Dowlands Business Park, Manby Louth Lincolnshire LN11 8UT

2. The company accept for repair and/or examination with a view to estimating for repairs for garaging or pending sale or any other purposes. Only on end subject to the following terms and conditions which shall be additional to any other conditions stated over leaf.
3. Estimates are effective for 28 days from the date stated on the estimate, if acceptable instructions are not received from the customer (if response to the estimate rendered) within 28 days of the date of the estimate the garage may charge its usual garage rates at the then current rate from the date of the vehicle was received until the date of collection.
4. (i) All estimates given by the company are provisional and do not in anyway bind the company. All estimates are based on the current cost to the company of labour, materials, spare parts and any other ancillary costs including taxes involved on the date of the estimate, if there shall be any increase in such costs the company may require to pay upon collection of the work. Any increase due to such increase in costs for the company.
(ii) If no estimate is given or if part only of the work covered by the estimate is carried out by the company shall be entitled to charge the customer a reasonable and proper price (in opinion of the company) for the work done (including any stripping down leading to determine and assessment of the practicability or otherwise of any work being on to be done and re-assembly) and for any materials and spare parts supplied.
(iii) If, in the opinion of the company. (Notwithstanding that estimate may have been provided) if is impracticable for any reason to carry out any work it is instructed to carry out it shall be entitled to:
 - a) Refrain from carrying out or completing such work.
 - b) To carry out such work as in the opinion of the company may be reasonably practicable.

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In the event that's clauses 4(a) and (b) should apply the customer shall have no claim against the company.

(iv) If, in the opinion of the company it is necessary to undertake repairs not included in the estimate given which are required to conform with any applicable safety or other statutory requirement. The company shall be entitled to charge a reasonable and proper price in the opinion of the company) for such work done and the customer agrees to pay for such work including the cost of labour, materials, spare parts and services supplied.

5. Variation of any kind in the estimate given or the scope of repair or the prices chargeable otherwise howsoever arising shall be subject to these terms and 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 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 bar the company from claiming the benefit of any of these terms and conditions.
6. (i) Every reasonable endeavour will be made by the company to carry out the work by the time desired. The company shall not however be liable for any delay however occasioned and notwithstanding the fact that a definite date for completion may have been specified.
(ii) Vehicles must be collected from the companies premises within one working day of notification that the vehicle is ready notwithstanding that such notification is in advance of the estimated time of completion. Collection of the vehicle will take place during the company's working hours.
7. Any work done, procured to be done or goods supplies in relation to a vehicle by the order of any employee of the customer or by any person who is reasonably believed to be acting as the customers 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 shall be in full an not subject to any reduction on price or set-off for all repairs and/or spare parts supplied, labour, taxes are due on completion of works to the vehicle. If the customer fails to pay in cleared funds on the due date all monies owing to the company. The company shall be entitled to charge interest on any amount overdue calculated on a daily basis at 4% over the base rate of the bank of England from the time to time until payment is received. The company reserved the right to demand a deposit before commencing or during the course of work. A repair is completed for the purpose of these terms and conditions when notice has been give to the customer that the vehicle is rear for collection.

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9. The company shall have general lien on a vehicle and its contents for all monies owing to the company by the customer on account whatsoever. The company shall be entitled to charge garage rent during any period in which the vehicle is retained by the virtue of the lien at the then current rate.
10. The spare parts shall remain the sole and absolute property of the company and title in the spare parts shall not pass until the customer has paid the company in full for all repairs and/or spare parts supplied, labour, taxes and thereon. If the customer makes a default in payment or if for any reason the company treats the contract as discharged the company may repossess the spare parts and the customer hereby licenses the company to remove the spare parts from the vehicle.
11. If the customer's indebtedness to the company is not satisfied within 3 months from the date of the first account rendered to the customer. The company may forfeit any deposit paid by the customer without prejudice to any other right and remedies of the company and may without notice sell the vehicle and/or the contents thereof by the 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 due shall be paid to the customer by the company following a request.
12. Where in any case a driver who so far as the company is aware has authority to collect the vehicle collects the same. The company shall not be responsible to the customer for any damage or loss resulting on the grounds that such driver had in fact no such authority and is 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.
13. The customer shall be responsible for and shall keep the vehicle(s) fully insured against all risks while such vehicle(s) are on the company's premises.
14. If a vehicle is not collected by the customer and the company's invoices are not paid within one working day following the notice that the vehicle is ready for collection, the company reserves the right to charge in addition to the interest under clause 8 a garage rent at the rate then current in respect of the vehicle from the date of completion of the repairs until collection or disposal under clause 11 hereof as the cause may be.
15. In connection with any inspection, repair or contemplated repair or other purposes including testing take the vehicle to the coach builders or other specialists,

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demonstrations etc the customer is deemed unless express notice in writing is given to the contrary to have authorised the driving of the vehicle of the vehicle on a public road or elsewhere.

16. The customer shall be entitled to the benefit of any warranty to which the company is entitled as against the manufacturer of spare parts and materials supplied or any subcontractor. All work carried out by the company is warranted against failures due to defective workmanship for a period of three months or 3000 miles whichever occurs first. The warranty extends only to repairs actually undertaken and does not cover any form of progressive fault diagnosis.
17. (i) All parts of the vehicle removed by the company in the course of the repair or inspection shall if not claimed by the customer within seven days after the completion of the repaired be deemed to be wholly abandoned to the company and it shall become the companies absolute property accordingly.

(ii) Customers are requested to remove all items of value-not connected with the vehicle when leaving it on the company's premises – The Company accepts no liability subject to the above clause 15 for any loss or damage to such items.
18. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing to that other party at this registered office or principal place of business or other such address as may at the relevant time have been notified pursuant to this provision to the party given.
19. No alteration, amendment or permitted to be given by either party to the other under these terms and conditions shall be effective unless in writing for and on behalf of the company by a director of the company. No other person has any authority to alter or qualify in anyway the above terms and conditions or to enter any contract for repair or for any other purpose on behalf of the company otherwise than on such conditions.
20. Unless otherwise agreed in writing all service work undertaken by the company pursuant to the manufacturers recommended procedures is carried out in accordance with the manufacturers (schedule/guidelines/instructions).
21. The company may terminate this contract if the customer makes any voluntary agreement with its creditors becomes subject to an administration order if an individual/firm becomes bankrupt or being a company goes into liquidation or if a receiver is appointed over any of the property and assets of the customer or the customer ceases of threatens to ceases carry on business or the company

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reasonably apprehends that any of the above events is about to occur. In such circumstances without prejudice to any other right or remedy available to the company. The company shall be entitled to cancel the contract or suspend doing any further works under the contract without any liability to the customer and payment for all work done, labour, materials and spare parts supplied shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

22. Save in the case of a customer dealing as a customer (within the meaning of the unfair contract terms 1977) all statements, conditions or warranties as to the quality of the goods or their fitness for any particular purpose whether express or implied by law or otherwise are hereby expressly excluded.
23. The company's liability in connection with this agreement shall be limited to the price of the spare parts and/or the work undertaken and in no event shall the company be liable under or in connection with the agreement for any loss of contracts, anticipated profits, savings, revenue, business, indirect or consequential loss however caused.
24. The company shall not be liable for a delay in or failure to comply with its obligations to the extent that it is prevented, hindered or delayed from complying with them by any cause beyond its reasonable control including (as they are beyond its reasonable control) but not limited to acts or omissions of the customer labour, disputed defaults of supplier/sub-contractors and compliance.