

GO Vehicle Services – Vehicle repair & Garage Services Terms and Conditions, April 2021.

All products and services supplied in our vehicle garage workshop (vehicle repairs, servicing, diagnosis, MOT's, tyres) are supplied by us subject to the following terms and conditions and it is important that you read these before contracting with us so that you understand your rights and obligations.

By placing an order or authority to proceed, either verbally or electronically ('Order') you will be entering into a legally binding contract with GO Vehicle Services, whose registered address is SE41 Gloucestershire Airport, Staverton, Cheltenham. GL516SP for the supply the Products and Services.

1. Booking & Authority

- 1.1 You may request a booking for any Work (subject to Our confirming the booking) via our website or via telephone or email.
- 1.2 We shall provide You with a booking confirmation, either verbally or via email.
- 1.3 Where the work is clearly identifiable and known, we will prepare and submit an Estimate to You either by email or verbally giving an Estimated cost based on the details you provide.
- 1.4 Estimates are valid for 14 days and are subject to E&OE.
- 1.5 Please note that due to the nature of mechanical repairs we are not always able to identify the exact repair without undertaking stages or repairs, working to recognised protocols. All work quoted for is therefore based on our best view on the likely repair time and cost and is subject to change once the work has commenced. We will always keep you updated and request your authorisation to proceed with any additional costs
- 1.6 If You agree the Estimate and continue to proceed with us, then a booking is confirmed and a contractual obligation between both parties is formed.
- 1.7 If, once the work has commenced, we identify additional time or parts are required we will notify you as soon as possible and seek your authorisation to proceed.
- 1.8 If you do not wish to proceed with any additional costs or repairs, then we will finish the work at the most appropriate point and you will be liable for the costs of any labour and parts used up to and including this point.

2. Deposits and part payments

- 2.1 We may require a deposit payment (for higher value parts, or special order parts, we need to order in advance) and/or for larger repair costs, we may require staged payments as the job progresses. We will communicate any such requirements to you in advance.

3. Payment and Invoices

- 3.1 From the point at which Work on the Vehicle commences, up until the point at which You have paid in full all sums due, We shall have a general lien on Your Vehicle (i.e. a right to possession of property until payment is made for work done to that property) for all sums due;
- 3.2 If you fail to collect your vehicle within 5 working days of the vehicle being ready (and advised to you) then we reserve the right to charge a vehicle storage charge of £25 per day, applicable from the 6th working day onwards, and applicable to every day thereafter.
- 3.3 We shall have the right to sell the Vehicle at Your expense, including any legal costs and disposal costs if any sum due remains unpaid following Our written notice to You of 14 days after the date of the relevant invoice. Any net proceeds after all associated costs will be used to settle the total amount owed to us.
- 3.4 Following Our completion of the Work, We shall issue an invoice to You;
- 3.5 The invoice will provide a comprehensive summary of all of the Work done and will provide full details of all parts and labour including the Price payable for it with the VAT element payable on it shown separately;
- 3.6 The invoice will also show the mileage of the Vehicle and will refer to the warranty set out in Clause 9;
- 3.7 All sums owed must be paid in full either via credit or debit card (in person) or via BACS before the vehicle is released to the customer. No collection or return of the vehicle will be permitted until full payment has been received. Please note we are unable to accept credit or debit card payments over the phone.

4. Insurance Claims and Accident Damage

- 4.1 If the Work to be carried out on the Vehicle is the subject of an insurance claim, You (or the policyholder if he/she is not the same person) must sign any documents required by the insurer to be signed to authorise payment to Us for the Work;
- 4.2 We shall not be responsible for any delay in completing the Work and / or returning the Vehicle to You where that delay arises out of any actions of the insurer including, but not limited to, the withholding of payment.

5. The Work

- 5.1 We shall use reasonable endeavours to ensure that all parts required for the completion of the Work will be in stock to enable Us to carry out the Work when it is booked to be carried out but We will tell You if, due to non-availability of parts or a delay in their delivery, We are unable to begin the Work on the date We have arranged with You and to complete it within the total amount of the

time referred to in sub-Clause 5.5;

- 5.2 If We cannot carry out and complete the Work due to non-availability of parts or a delay in their delivery, then when We tell You that (as set out in sub-Clause 5.1), You may either make arrangements with Us for a re-booking or You may exercise Your right to cancel as set out in Clause 11;
- 5.3 We shall agree with You before We begin the Work on all parts that We are going to use (except for those additional parts referred to in sub-Clause 5.6);
- 5.4 We shall only use parts for the Work that are new and are either the Manufacturer's original parts (OE, OEM) or those parts produced by a third party (parts factoring). If you the customer has a particular preference then it is your responsibility to ensure you advise us of this before we commence the work.
- 5.5 We will tell You before We begin the Work the amount of time We initially estimate that We will need to carry out the Work subject to any additional time needed under sub-Clause 5.6. We shall tell You promptly on discovering a need for such additional time and the reasons for needing it;
- 5.6 If We find during the course of the Work that We need to use additional parts and / or labour, We will only order additional parts or carry out additional Work if You first explicitly consent. For that purpose We will tell You immediately and give You an estimate for both the cost to You of additional parts and labour and also an estimate of the amount of additional time We need to carry out the additional Work;
- 5.8 If We replace any parts, We will make the original parts available to You to view and examine up to and including the time that You collect Your Vehicle. Many parts have return surcharges, and we are therefore required to return old units and parts to the supplying manufacturer. You may only remove old and removed parts from the Garage if You will dispose of them in an environmentally responsible manner and are willing to pay the cost of any forfeited surcharge. If You do not wish to inspect and / or remove the parts, We shall dispose of them after You collect Your Vehicle;
- 5.9 We shall use reasonable endeavours to ensure that We take good care of Your Vehicle and any of Your possessions inside it but We nevertheless advise You to remove all possessions from the Vehicle before We begin the Work as can not take any responsibility for any items, possessions, tools or equipment within vehicles.

6. Vehicle Warranties

- 6.1 If the Vehicle is covered by a Manufacturer's new vehicle warranty, anti-perforation warranty or rust / corrosion warranty at the time the Work is carried out, We shall carry out all of the Work in a way that adheres to the terms of those warranties and the Manufacturer's specifications and documentation, using original or Manufacturer-authorized parts;
- 6.2 If Our compliance with sub-Clause 6.1 causes Us additional cost, We will tell You of alternatives and will explain to You in full the consequences of those alternatives (including, but not limited to, the voiding of the Manufacturer's warranties). The decision as to whether or not We will follow any such alternative shall be Your decision alone;
- 6.3 Before We begin any of the Work covered by a Manufacturer's or a third party organisation's warranty We shall obtain their consent to Us carrying out that Work;
- 6.4 We shall not be responsible or liable for any failure to comply with any warranties where You have not told Us of those warranties.

7. Sub-Contracting

We may sub-contract any of Our obligations under these Terms and Conditions provided that any sub-contractor We use is reasonably skilled in the relevant practices and provided that We do not pass on to You any additional charges without Your prior consent.

8. Insurance, Damage and Liability

- 8.1 We shall at all times have in place suitable and valid insurance, including public liability insurance up the value of £5m;
- 8.2 We shall not be liable to You for any loss or damage You suffer due to Your failure to follow Our or the Manufacturer's instructions;
- 8.3 We will not be liable to You for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control;
- 8.4 We will not be responsible for any consequential loss, however so arises.
- 8.5 We provide Services to You only for Your personal and private use/purposes as a Consumer. We make no warranty or representation that products, or other goods or materials that We use in carrying out the Work are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity;
- 8.6 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation; and
- 8.7 As a "consumer" as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
 - 8.7.1 the Consumer Rights Act 2015;
 - 8.7.2 the Regulations;
 - 8.7.3 the Consumer Protection Act 1987; or
 - 8.7.4 any other consumer protection legislation;as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

9. Warranty and Guarantee

Any warranty or guarantee we provide is subject to any and all parts being properly looked after and serviced if required in line with the manufacturers requirements. If we have good reason to believe any parts have not been looked after or correctly serviced / inspected then we reserve the right to invalidate any warranty or guarantee.

- 9.1 We warrant the Work from the date of invoice for a Warranty Period of 12 months or a distance of 10,000 miles whichever occurs first;
- 9.2 Unless We explicitly tell you otherwise when We invoice You, We shall warrant all parts that We use from the date of invoice for a Warranty Period of 12 months or a distance of 10,000 miles whichever occurs first. The warranties on certain parts may vary due to their original Manufacturers' warranty conditions, and in that case We will tell You in Our invoice or another document Our different Warranty Period or distance for those parts;
- 9.3 If any Work done and / or parts used fails during the Warranty Period, We shall carry out the necessary repairs and replacements at no additional cost to You;
- 9.4 Any warranty that We give You applies to Your Vehicle. If You sell or otherwise transfer ownership of Your Vehicle to another person, they will be entitled to the benefit of the warranty for the rest of the Warranty Period;
- 9.5 We will be entitled to void any warranty that We give You if the Vehicle is used for anything other than normal purposes (unless We explicitly tell you otherwise). This includes:
 - 9.5.1 Participating in racing or other competitions of any kind;
 - 9.5.2 Participating in speed testing or time trials;
 - 9.5.3 Use of the Vehicle in a way which exceeds its design limitations (exceeding maximum towing weight, for example);
 - 9.5.4 Use of the Vehicle in a way which does not conform with Manufacturer's recommendations; or
 - 9.5.5 Failure to service or otherwise maintain the Vehicle in accordance with the Manufacturer's recommendations;
- 9.6 The rights and remedies that We give You under this Clause 9 to provide repairs and replacement parts shall (as stated by sub-Clause 8.7) be in addition to all such rights and remedies as are available to You if You as a Consumer.

10. Courtesy Vehicle

- 10.1 We may loan You a courtesy vehicle but we will not be bound to do so and may decline to do so due to non-availability of a vehicle or any other reason, and We will not in any case loan You a courtesy vehicle if You are not eligible (as set out in sub-Clause 10.2) to be given one. If You request a courtesy vehicle and We agree to provide one it will be on condition that You first complete and accept the terms and conditions of a Courtesy Vehicle Agreement;
- 10.2 We will not provide You with a courtesy car unless You are eligible as follows:
 - 10.2.1 You hold a full (not provisional) driving licence which You have held for at least 3 years at the date of being provided with the courtesy car, and, if You have a UK driving licence, You have shown Us both the photocard licence and the paper counterpart licence (not any copy of a licence);
 - 10.2.2 You are at least 25 [and not more than 75] years of age;
 - 10.2.3 You have no more than 6 penalty points on Your driving licence;
 - 10.2.4 You have not been banned from driving for any reason
 - 10.2.5 You have shown Us two forms of identification (in addition to Your driving licence) when You are collecting the courtesy car, at least one of which includes Your home address. Such forms of identification include, but are not limited to a passport, bank statement and a utility bill.]
- 10.3 You are responsible for replacing any fuel used during your loan period, and you are also responsible for the first £1,000 insurance excess for any damage to the vehicle, however so caused.

11. Cancellation

- 11.1 You may cancel any Work booked as set out in sub-Clause 11.5 or as set out in sub-Clause 11.3;
- 11.2 If You cancel under sub-Clause 11.3 or 11.5, and You have paid Us any deposit or prepayment we will refund you this amount less any amount for special order parts that we are unable to return – these will be required to be paid by yourself, and these parts will be made available for you to collect within 28 days of the date of the original job booking date.
- 11.3 If, on or after You have brought Your Vehicle to Our premises for the Work to be carried out, You cancel the Work but We have by that time begun the Work, You must pay Us for all labour and for all parts We have used and, if We so decide, for all parts We have ordered but not yet used if in Our reasonable judgement We are unlikely to use or sell those ordered parts within 28 days. We shall invoice You for that labour and those parts. We will charge You for that labour at the same hourly rate as We used to calculate the Price. Clause 3 shall apply to the payment of any such invoice;
- 11.4 The parts We have ordered but not used by the time You cancel will remain Our property. We may use or dispose of them as We see fit without accounting to You for their cost where We have charged You for them under sub-Clause 11.3;
 - 11.5.1 and You must pay in accordance with Clause 11.3 for such of the Work as has been carried out;If You request that Your booking be cancelled, You must confirm this in any way convenient to You;
- 11.5 If You cancel any booked Work and You have a courtesy car from Us, You must return it to Us immediately; and
- 11.6 Once You have paid Us all that You owe Us, You shall collect (or arrange for the collection of) Your Vehicle within 5 working days. If

Your Vehicle remains on Our premises beyond that period. You shall pay Us for its storage at the rate of £25 per day. We will not release Your Vehicle until You have paid in full all sums that You owe Us (including the storage charge).

12. Opportunity for rectification

- 12.1 If you suffer any loss or damage for which We are responsible, then you must afford Us a reasonable opportunity to remedy the problem and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result of Our breach of contract.
- 12.2 We will not be responsible for any loss or damage if you fail to afford Us a reasonable opportunity to put it right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

13. How We Use Your Personal Information (Data Protection)

- 13.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.
- 13.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from www.govehicles.co.uk

14. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We confirm the booking for any Work) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We confirm the booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

15. Information

As required by the Regulations:

- 14.1 all of the information described in Clause 13; and
- 14.2 any other information which We give to You about any Services or the Garage which You take into account when deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

16. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

17. Complaints

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Work or Our Services or any other complaint about the Garage or any of Our staff, please email us at info@govehicles.co.uk and please mark the subject line as Complaint. Your complaint will be investigated by a senior manager or director in our business and we aim to respond to any complaint within five working days of receipt.

18. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

19. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

20. Law and Jurisdiction

- 20.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 20.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.