

Service and Repair Order Terms and Conditions

1. Provision of Services.

1.1 In these conditions "the Repairer" means Mike Roberts, trading as Roberts Aerospace and Automotive, and "the Customer" means the person who places an order with the Repairer for Work to be carried out on a Vehicle.

2. Labour and Materials

2.1 Any prices estimated for work to be carried out is based on the current costs of labour and materials. The Repairer reserves its rights to amend its charges to take into account any variation to the costs of labour and materials, or any other increased costs since the date hereof. The Customer shall be entitled to cancel the order by notice in writing within 7 days of receiving a revised estimate if the revised estimate is greater than the original estimate.

2.2 Should any additional work be found to be necessary in the course of carrying out the work (minor additional work excepted) the Customer will be contacted for his approval before the additional work is undertaken and shall be entitled to cancel the contract if the additional work is greater than £250.

3. Payment

3.1 Payment in respect of work undertaken shall be made in cash or cleared funds on or prior to delivery or collection of the vehicle.

3.2 If the Customer fails to pay for the work and collect the vehicle within twenty four hours of the agreed time of completion, or any later agreed time, storage charges will be levied for the period until collection.

3.3 Where applicable, if the Customer's insurers fail to make payment either wholly or in part the Customer will accept personal responsibility for the balance thereof.

4. Loss or Damage

4.1 The Repairer accepts responsibility for the safe keeping of items handed in and for which a receipt has been given, but all items left in the vehicle are left at the Customers risk.

5. Claims for Defective Work

5.1 Any claim by the Customer which is based on any defect in the quality of the work carried out or on the quality or condition of the parts or materials supplied shall be notified to the repairer in writing within seven days from the date of delivery or collection of the vehicle or (where the defect was not apparent on reasonable inspection) within seven days after discovery of the defect. If the Customer does not notify the Repairer accordingly the Customer shall not be entitled to make any claim against the Repairer.

5.2 Where any claim in respect of any defect in the quality of the work carried out or in the quality or condition of the parts and materials supplied is notified to the Repairer in accordance with Clause 5.1 the Repairer shall be entitled to carry out remedial work or replace the material or part in question free of charge, or, at the Repairer's sole discretion, refund the Customer the price charged for the work carried out (or a proportionate part thereof) in which event the Repairer will have no further liability to the Customer.

5.3 Under a consumer transaction, the statutory rights of the Customer are not affected by these Conditions.

6. Return of the Customer's vehicle.

6.1 The Repairer will endeavour to meet delivery on the estimated delivery or collection date. In the case of unforeseen circumstances beyond the reasonable control of the Repairer, the Repairer may not be able to do so. In such circumstances, the Repairer will contact the Customer and agree an alternative date.

6.2 If the Repairer shall fail to deliver or make available for collection the Vehicle within 3 months of the estimated delivery date stated in the Contract the Customer may by notice in writing to the Repairer require delivery or collection of the Vehicle within 21 days of receiving such notice, if the Vehicle shall not be delivered or made available for collection to the Customer within the 21 days the Contract shall be cancelled

6.3 The Customer shall do all that he/she reasonably can to take and pay for the Vehicle within 28 days of notification that the Vehicle is ready for delivery or collection. In the case of unforeseen circumstances beyond the reasonable control of the Customer, the Customer may not be able to do so, in such circumstances the Customer will notify the Repairer before the expiry of the 28 day period and agree an alternative date. Should the Customer not notify the Repairer or should the Customer and the Repairer be unable to agree an alternative date or should the Customer not take delivery of and pay for the Vehicle on or before the agreed alternative date the Repairer shall be at liberty to treat the Contract as repudiated by the Customer and thereupon any deposit shall be forfeited without prejudice to the Repairer's rights to recover from the Customer by way of damages any loss or expense which the Repairer may suffer or incur by reason of the Customer's default

7. Force Majeure

7.1 If either the Buyer or the Seller is affected by circumstances beyond its reasonable control including but without limitation any strike, lock out or other form of industrial action, war, acts of God which adversely affect the performance of the contract shall forthwith notify the other of the nature and extent thereof, and neither party shall be deemed to be in breach of this Agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any such circumstances which have been notified to the other, and the time for performance of that obligation shall be extended accordingly.

7.2 If the circumstances in question prevail for a continuous period in excess of one month the Repairer and the Customer shall enter into bona fide discussions with a view to alleviating its effect or agreeing upon such alternative arrangements as may be fair and reasonable.

8. Parts.

8.1 Special Order parts correctly ordered cannot be returned for refund or credit.

8.2 A part shall be deemed "Special Order" if it is not normally stocked by the repairer.

9. Title

9.1 Title to any parts supplied or fitted will only pass to the Customer from the Repairer when paid for in full and all previous bills have been settled.