

ACE FINISH TERMS OF BUSINESS

DEFINITIONS

- 1.1 'Business' means the person(s) providing the services or carrying out the work on behalf of Ace Finish Limited.
- 1.2 'Customer' means the person, firm or company for whom the services or work is performed.
- 1.3 'Work' means the repairs and any other services carried out by the business for the customer under these conditions.
- 1.4 'Vehicle' means the vehicle upon which the work is performed.

FORMATION OF THE CONTRACT

- 2.1 The business, subject to these terms and conditions, shall provide services and undertake to carry out work.
- 2.2 Terms and conditions on the customer's own order form or other similar document shall not be binding on the business:
 - 2.2.1 provided that the business has informed the customer that such terms and conditions will not be binding on him.
 - 2.2.2 unless the business accepts such terms and conditions.
- 2.3 No contract shall be formed until the business accepts an instruction from the customer, whether made orally or in writing, and such a contract shall consist of these terms and conditions. An estimate, or a quotation if possible can be provided for the cost of the services or work to be provided prior to any work being undertaken.
 - 2.4 The customer and business must jointly agree any amendments or additions to any contract.

PRICES

- 3.1 Prices may be subject to VAT. Any estimates / quotations will include this where applicable and is shown at the rate ruling at the time of providing the estimate. Should there be a change in VAT rate by the date of invoicing for the services or work carried out this changed rate will be applicable in the final invoice.
- 3.2 Subject to obtaining the customer's prior consent, the price for the services or work may be increased above that shown on the business's estimate by the amount attributable to:
 - 3.2.1 Alterations / changes to such instructions.
 - 3.2.2 Additional work required due to further deterioration caused by any unreasonable delay in authorization to commence by the customer.
 - 3.2.3 Any increases in the cost of parts, materials, labour, taxes, duties or other costs between the date of the estimate and authorisation of commencement of work.
 - 3.2.4 Any additional labour, parts or materials that are subsequently found to be necessary for the vehicle to be reinstated correctly but which were not specified or costed in the business's estimate. The customer will be informed as to the reasons and the

additional cost. The customer's agreement will be required prior to proceeding with the provision of the services or work

CANCELLATION OF THE CONTRACT

- 4.1 If the customer does not wish the services or work to be completed, whether or not there has been a price variation, the customer should inform the business and preferably confirm this in writing. The customer will be responsible for all reasonable costs incurred as a result of cancellation of the contract.

DELIVERY

- 5.1 An estimated completion time / date will be given from the time the services or work have been authorised to commence. Every effort will be made to complete the work within this period but the business cannot be held responsible for delays due to shortage of parts or any other circumstances beyond its reasonable control. If it is found that the completion / delivery times cannot be met every effort will be made to inform the customer of the reasons and a revised completion time / date given. Unless the reasons for delay are beyond reasonable control the customer may cancel the contract without penalty.

REPLACEMENT PARTS

- 6.1 Where the business is unable to obtain the parts referred to in the estimate within reasonable time, subject to the customer's prior approval, the business may offer to repair the damaged parts, or to fit repaired parts, or to use parts other than those supplied by the original manufacturer. The customer may cancel the contract if any of the options are not acceptable according to the terms and condition for cancellation of the contract.

PAYMENT

- 7.1 Unless otherwise agreed the customer shall make prompt payment for the agreed work that has been satisfactorily carried out upon completion / return of the vehicle.
- 7.2 In the event of any alleged minor defect, the customer shall not be entitled to withhold more than a proportionate amount of the sum due.
 - 7.3 If payment is not made as agreed, the business may, without prejudice to its other rights, charge interest at an annual rate of 3% above the current base rate of the National Westminster Bank plc to be calculated on a day to day basis on the balance outstanding.
 - 7.4 Any payment received, which does not refer to specific work or particular item, shall be allocated by the business to the longest outstanding debt(s) on which there are no outstanding disputes.
 - 7.5 Where the work is performed on a vehicle that is subject to an insurance claim, the policyholder shall, at the request of the business, sign any document required by the insurer of the vehicle to authorize payment for the work.

REPAIRER'S RIGHT TO RETAIN THE VEHICLE OR ITEMS

- 8.1 The business has the right to retain the vehicle or items on which work has been carried out until all agreed charges have been paid.
- 8.2 In the event of non-payment the business shall have the right to sell / dispose of the vehicle or items at the customer's expense / cost by giving the customer 21 days notice in writing of any proposed actions. In an attempt to obtain a reasonable price they will be sold or disposed of through recognized trade outlets and details of these will be given when informing the customer of the proposed actions. The proceeds of any sale, less the cost of sale, will be set against the outstanding account and if there is any balance it will be returned to the customer after which the customer will be discharged of all liability in respect of this account. However in the event of the value of the sale not exceeding the cost of disposal the customer remains responsible for any monies that remain outstanding.

LIFETIME WARRANTY

- 9.1 Unless otherwise stated:
 - 9.1.1 Parts and materials will be warranted for the duration of ownership of said vehicle for whom the repair(s) were undertaken ; or
 - 9.1.2 The business shall repair or replace free of charge any defective part(s) or materials that were a part of the work Ace Finish carried out.
- 9.2 Workmanship will be warranted from the date of invoice until said vehicle's ownership changes.
 - 9.3 The un-expired balance of any warranty given for work carried out is NOT transferable to any subsequent owner of the vehicle.
 - 9.4 The business may not offer warranty on temporary or other specific repairs. Such exclusions should be drawn to the customer's attention prior to the work being undertaken.
- 9.5 The warranty will be void if the vehicle has been:
 - 9.5.1 used for competition, racing or record attempts.
 - 9.5.2 abused or subsequently damaged or by corrosion.
 - 9.5.3 where there has been neglect, improper use, or failure to service or maintain those items in accordance with the manufacturer's recommendations or due to fair wear and tear.
- 9.6 The customer has certain statutory rights in respect of the provision of goods and services and the above terms and conditions shall not affect the customer's statutory rights under The Supply of Goods and Services Act 1982 full details of which can be obtained from Trading Standards, Citizens Advice Bureaus or Motoring Organizations.

WAIVER

- 10.1 If any of the above terms and conditions are not strictly adhered to by the business it will not be seen as a reason not to adhere to any other of the terms.

CONCILIATION AND ARBITRATION SERVICE

11.1 If at any time a dispute or difference shall arise that cannot be resolved between the customer or the business in the normal manner, the customer can request that the dispute be referred to an independent conciliation and arbitration service to which the VBRA member must agree. The conciliation and arbitration process shall take place in accordance with the provisions set out in the VBRA's Consumer Code of Practice details of which can be obtained from VBRA members or the VBRA Ltd.