



Tel: 07936 372106 - bakersfieldclassics@aol.co.uk

Lovedowns Farm, Unit 1, Lower Road, Hockley, Essex SS5 5NL

1. Definitions

- The Customer Means, the person, firm, or company for whom the services are performed.
 - Service(s), means the repair, alteration, and servicing, of vehicles and any other operations carried out for the Customer by the Supplier including the storage of the Vehicle and the hiring of Courtesy Vehicles.
 - Completion Date means a date when the Supplier believes the Services will have been completed.
 - The Vehicle means the vehicle identified overleaf.
 - By signing this Agreement you confirm that you are authorised as/by the owner to enter into this Agreement for the Services to be undertaken on these terms and conditions.
- By leaving the Vehicle with us you are expressly requesting that the Services be started as soon as reasonably possible.

2. Estimates

- An estimate given for the Services shall be provisional and will be subject to variations in the price of parts or materials between the date of the estimate and the date of commencement of the Services. It will also depend on further work or parts which are found to be necessary subject to any conditions specified upon instruction either by the Supplier or the Customer.
- By providing an estimate we are in no way agreeing to undertake the work.
- A charge may be made for the provision of an estimate.
- If you leave the Vehicle with Bakersfield for an estimate but choose not to accept the estimate and/or proceed with the Services, you agree to Vehicle, within 24 hours of the notified date of collection, we will charge you for storing the Vehicle, at the rates in force at that time for each 24 hour period we are required to store the Vehicle.

3. Restrictions

- The Supplier reserves the right to refuse to:
 - carry out any work on the Vehicle;
 - if in its opinion, or in the opinion of its employees, is likely to make the vehicle unsafe whether for vehicle occupants and/or pedestrians.
 - which might have a detrimental effect on other parts of the Vehicle.
- Road test a vehicle if in the opinion of the Supplier and/or its employees the Vehicle has been presented in a manner which would render it its use on the highway to constitute a criminal offence; this may include, but is not limited to illegal tyres, number plates and privacy glass.

4. Distance Selling And Off-Premises Contracts

- If you are a Consumer and, if this contract is concluded with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, whether under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, you will have following rights to cancel this contract;
 - Purchase of Goods
 - The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the Goods. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send the communication concerning your exercise of the right to cancel before the cancellation period has expired.
 - If you cancel this Agreement subject to clause 14, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you.
 - We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you any Goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or (c) if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.
 - You shall send back the Goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the Goods before the period of 14 days has expired. You will have to bear the direct cost of returning the Goods. The cost is estimated at a maximum of approximately £500. You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
 - Purchase of Services
 - To receive a full refund of any payments we have received from you, to provide Services, You must cancel the Order for Services before We start to provide the Services. We will confirm your cancellation in writing to you.
 - If you cancel the Services under this clause 4.3 and We have already started to provide the Services by that time, you will be required to pay the Supplier any costs We reasonably incurred in starting to provide the Services up to the time when we received your cancellation. This charge will be deducted from any refund that is due to you, or, if no refund is due, you will receive an invoice. We will tell you what these costs are when you contact Us.

5. Sub-Contract

- It may be necessary on occasions for the Supplier to instruct specialists to undertake specialist repairs to your vehicle. In so doing the Supplier agrees that they will only use competent professionals to undertake these services.

6. Replacement Parts

- All components removed from your vehicle and replaced, other than those exchanged for replacement parts or subject to a warranty claim, become the property of the Supplier unless the Customer requests their return prior to the commencement of the service.
- **All replacement parts remain the property of the Supplier until the Supplier receives payment in full for the service provided. Further the Supplier reserves the right to enter the Customer's property and remove parts from the Customer's vehicle to the value of the outstanding invoice. By entering into agreement with the Supplier the Customer is giving its express authority to the Supplier to enter its property and remove parts from the vehicle to the value of the outstanding invoice.**

7. Paintwork

- Where new paintwork is required and the metal is found to be rusted, every possible reasonable precaution will be taken to prevent such rust penetrating after the completion of the painting. However, no guarantee can be given that the rust will not reoccur after the services provided by the Supplier. The Supplier uses the very latest paint and materials as requested by the vehicle manufacturers for which it is approved to undertake vehicle repairs. However, if partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match. On occasions the Supplier may be required to 'blend or spray the adjoining panel' in order to obtain a satisfactory finish.

8. Completion Dates

- Prior to the commencement of the Service the Supplier will provide the customer with an estimated Completion Date. Whilst the Supplier shall make every effort to ensure that the Services are completed on or before the Completion Date, Completion Dates are only estimates setting out when the Supplier believes the Services will be completed. Completion dates may change. If a Completion Date changes the Supplier agrees to make reasonable attempts to contact the Customer immediately and to provide the Customer with a revised estimated Completion Date.

9. Delays

- The Supplier will endeavour to complete the Services by the date and time requested, but cannot accept responsibility for delay resulting from none or late availability of spares, or other reasons beyond its control.

10. Collection

- Once notified that your vehicle is ready for collection please collect your vehicle as quickly as possible, and in any event within 24 hours upon receiving the Supplier's request to collect your vehicle. The Supplier will only release the Vehicle to the Customer after the Services are completed, unless it is requested by the Customer to release the vehicle to the Customer's agent. In order for the Supplier to undertake the Service, the Supplier's employees will be required to drive your vehicle; this may also include a road test to ensure that the vehicle operates correctly upon the road.
- If there is insufficient fuel in your vehicle, additional fuel will be added and a charge will be made for this fuel. By entering into this agreement you agree to reimburse the Supplier for any fuel they have placed into your vehicle.

11. VAT

- Any VAT shown on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged on completion of the repair will be the rate applicable at the time. By entering into this agreement the Customer agrees to ensure that they are able, and prepared to pay the Invoice and VAT element for the Services, or their insurance excess when and if applicable. The amount of any excess and/or VAT must be confirmed, agreed and paid to the Supplier upon the completion of the Service.

12. Payment

- **The Supplier is authorised by the Customer to retain possession of the Vehicle until payment of all monies owed by the Customer to the Supplier (whether relating to the repair of the Vehicle or previous services) are received by the Supplier.** If the Customer fails to pay the Supplier, the vehicle will be retained and storage charges will accrue commencing at the end of a 24 hour collection period. The collection period commences when the Customer is informed that the Vehicle is ready for collection. If a Customer fails to contact the Supplier and make arrangements to collect the Vehicle, or the Customer fails to collect the Vehicle before the collection period expires or on a date agreed with the Supplier, storage charges will accrue at a daily rate until the Vehicle is collected. If a courtesy vehicle is also retained by the customer daily hire charges for the Courtesy vehicle will also accrue. Please note 1 hat by entering into this agreement you agree to pay hire charges for the courtesy vehicle if it is not returned with 24 hours of a request by the Supplier to collect your vehicle, or to return the Courtesy vehicle.

13. Storage

- If the Vehicle is not collected, or arrangements are not made for its collection storage charges will accrue commencing at the end of a 24 hour collection period. The Supplier agrees to notify the Customer that the work has been completed, all vehicles not collected within 24 hours of completion of any work will incur storage charges of £30.00 per day plus VAT unless prior arrangements have been made and agreed. Please note that a Vehicle will not be released until all the outstanding amounts have been paid, these may include any excess and/or VAT, courtesy car hire and storage charges.
- Daily storage charges may also be incurred, from the date on which the Vehicle was left with the Supplier, if authority to proceed with the Service is, delayed or refused and the Vehicle not collected within the 24 hour collection period.
- **Please note that the Supplier will not release the Vehicle either to the customer, its employee, agent or insurer until all outstanding charges are paid, these charges may include Storage, Recovery, Administration and Courtesy Vehicle Damage and/or Hire Charges. Further, recovery and hire charges will continue to accrue while arrangements are made to move the vehicle and or return the courtesy vehicle.**

14. Lien

- The Supplier has the right to hold a vehicle following the completion of the Services until such time as the account is paid in full.

15. Uncollected Goods

- The Supplier may exercise its right as regards uncollected goods under the Torts (Interference with Goods) Act 1977, if the vehicle is not collected when the work is completed subject to the Supplier complying with the provisions of the Torts (Interference with Goods) Act 1977.

16. Liability

- The Supplier will take reasonable care of the vehicle, whilst in its custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers are therefore advised to ensure that any items of personal property or business goods are removed from the vehicle prior to the commencement of collection/repairs.
- Whether by agreement with, or on the instruction of the customer, the Vehicle is left outside the Supplier's premises, before or after normal business hours, on an unfenced part of the premises, any risk or loss or damage howsoever occasioned will be the Customer's responsibility.

17. Customer Liability

- By entering into this agreement the Customer agrees to be solely responsible for payment of The Supplier's invoice, either in whole or in part, for services completed by The Supplier, if its insurance company refuses to honour the Customer's insurance policy and therefore refuses to pay The Supplier's invoice directly. By entering into this agreement the Customer is authorising The Supplier to provide the Services to the Vehicle as indicated overleaf. If, the Customer intends to claim the cost of the Services from its insurer/warranty company, The Supplier will, if provided with the correct details, liaise with the Customer's insurance company to facilitate the claims and payment process.
- However, liability for payment to The Supplier for the Services it has provided will at all time remain with the Customer until payment is received in full.

If for any reason The Customer's insurance company fails to pay The Supplier, then the Customer agrees to accept responsibility for, and to make payment without delay, to The Supplier for the services The Supplier has provided.

18. Consumer Transactions

- Nothing contained within these terms and conditions is meant, nor will affect a Consumer's Statutory Rights,
- Complaints will initially be considered in accordance with the provisions of the Supplier's complaints handling procedure a copy of which is available on request.

19. Jurisdiction

- These Terms and Conditions shall in all respects be governed by and construed in accordance with English Law. We are required to get permission from you for giving third parties some of your data to be able to repair your vehicle. This information is limited to the vehicle registration number and full identification number (VIN) and these are required in ordering parts for your vehicle from suppliers/main dealer(s). If you prefer this not to happen please notify us in writing.



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16. Liability

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- However, liability for payment to The Supplier for the Services it has provided will at all time remain with the Customer until payment is received in full.

If for any reason The Customer's insurance company fails to pay The Supplier, then the Customer agrees to accept responsibility for, and to make payment without delay, to The Supplier for the services The Supplier has provided.

18. Consumer Transactions

- Nothing contained within these terms and conditions is meant, nor will affect a Consumer's Statutory Rights,
- Complaints will initially be considered in accordance with the provisions of the Supplier's complaints handling procedure a copy of which is available on request.

19. Jurisdiction

- These Terms and Conditions shall in all respects be governed by and construed in accordance with English Law. We are required to get permission from you for giving third parties some of your data to be able to repair your vehicle. This information is limited to the vehicle registration number and full identification number (VIN) and these are required in ordering parts for your vehicle from suppliers/main dealer(s). If you prefer this not to happen please notify us in writing.