

## TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision to the Customer of any Services (as “Services” is defined in Clause 1 below) by Dartford Transmissions & Autocare Limited a company registered in England and Wales under number 10967687 whose registered office is at Carrington Works, 201 Fulwich Road, Dartford, Kent. DA1 1UW (“the Garage”); and where the Customer is a “Consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

#### 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

|                     |   |
|---------------------|---|
| “Business”          | means any business, trade, craft, or profession carried on by You or any other person/organisation;   |
| “Consumer”          | means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who receives any of the Services for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;   |
| “Customer/You/Your” | means a Consumer customer of the Garage who requires its Services;  |
| “Estimate”          | means the approximate anticipated Price of the Work;  |
| “Garage/Us/We/Our”  | means the Dartford Transmissions & Autocare Limited garage whose place of business and contact address is as stated above, and reference to the Garage shall include reference to any and all of its staff including mechanics; |
| “Invoice”           | means a final invoice giving the total Price of the Work;   |
| “Manufacturer”      | means the manufacturer of the Vehicle;  |
| “Price”             | means the fee payable for the Work including parts, labour, VAT and any additional charges;   |
| “Quotation”         | means the agreed fixed Price of the Work which We shall not vary without Your explicit agreement;   |
| “Regulations”       | means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;   |
| “Services”          | means any type of repair or maintenance of Vehicles;  |
| “Vehicle”           | means Your vehicle which may be a car, van, motorhome, motorcycle, caravan or trailer;  |
| “Warranty Period”   | means the duration of the warranties provided by Us in accordance with Clause 9 of these Terms and Conditions; and  |
| “Work”              | means the particular Services that We agree to provide to You;  |

#### 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and
- 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular shall include the plural and vice versa; and.
- 1.5 References to any gender shall include the other gender.
2. Booking
  - 2.1 You may request a booking for any Work (subject to Our confirming the booking) by email, internet, telephone, messaging platform or social media;
  - 2.2 When You request a booking, You must give Us the following information:
    - 2.2.1 Your name and contact details;
    - 2.2.2 Your preferred date for the booking;
    - 2.2.3 Details of the repairs or issue for diagnosis;
    - 2.2.4 Registration Number, vehicle make and model;
    - 2.2.5 Details of any warranty or 3<sup>rd</sup> party company involved;
    - 2.2.6 Confirmation who is responsible for the bill.
  - 2.3 We will prepare and submit an Estimate to You either verbally or by email based on the details You provide;
  - 2.4 If You agree the Estimate, We will then prepare and submit a Quotation to You by email or Customer Portal;
  - 2.5 In relation to the Quotation, You also consent to a variation of up to 5% of the Quotation (limited to a maximum of £100 + VAT), for additional consumables and/or wear parts as becomes required once work commences which may not have been anticipated but is required in line with industry standards/good mechanical practice. Where possible we will seek your agreement in advance.
  - 2.6 If You accept the Quotation, We shall then confirm the booking to You and We shall use Our reasonable endeavours to ensure that the date We agree for the Work to be carried out is as close as possible to that which You originally requested. Only if and when We give You that confirmation will there be binding contract between You and Us for the Work;
  - 2.7 Where We provide you with a time estimate for Labour, this is a guide only from the industry and may not reflect the time incurred. The quoted labour price for the task is due but we reserve the right to seek additional labour charges where these exceed the estimate and the nature of the work is unknown or unforeseen.
  - 2.8 You may accept an Estimate and/or Quotation by message, email, telephone, or customer portal.
  - 2.9 Where the contract We make with You is not made on Our premises We will normally not commence Work until the 14 day statutory period has expired. Where You request the Work to be done within that 14 day period you agree that You are making

a request under s36(1)(a) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This confirmation shall be evidenced in writing by us on our Quotation.

### 3. Payment and Invoices

- 3.1 If We require a deposit or similar prepayment, We shall state it clearly in the Quotation and You must pay it within 7 days and it shall be non-refundable unless expressly agreed between Us;
- 3.2 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 to Us;
- 3.3 Following Our completion of the Work, We shall issue an invoice to You;
- 3.4 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;
- 3.5 The invoice will also show the mileage of the Vehicle and will refer to the warranty set out in Clause 9;
- 3.6 All sums due will be payable upon presentation of the relevant invoice;
- 3.7 You may make payment by cash or card (not American Express) or bank transfer.
- 3.8 In addition to Our rights under sub-Clause 3.2, We shall have the right to sell the Vehicle at Your expense if any sum due remains unpaid following Our written notice to You of 30 days. That notice period will begin no earlier than 30 days after the date of the relevant invoice;
- 3.9 From the due date of payment until We take the action set out in sub-Clause 3.8, any outstanding sum will incur interest on a daily basis at 4% above the base rate of the Bank of England from time to time until You make payment in full.
- 3.10 You agree to Indemnify Us in respect of all costs and expenses reasonably incurred in pursuing any outstanding sums due by You following Your failure to pay as outlined in Clause 3.6. This may include debt recovery agents, court fees and our time at our standard hourly rate incurred in dealing with the matter.

### 4. Insurance Claims, Third Party Warranty 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.
- 4.3 Where the work is being undertaken by Us for a third-party Warranty Company You agree that You are liable for and will discharge Our fees immediately upon invoice and it is Your responsibility to seek reimbursement from the Warranty Company. We will not release any vehicle until payment is made to Us in full.

### 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; Where the Work is of a diagnostic nature, We will endeavour to obtain parts subsequently authorised as soon as reasonably practicable.

- 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 Clause 2.5 and sub-Clause 5.6);
- 5.4 Where practicably possible We shall only use parts for the Work that are new and either Manufacturer's original parts or those produced by a third party to the same or similar quality. If the vehicle is modified from the original Manufacturer's standard, We reserve the right to use modified parts to match those on the vehicle.
- 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 unless this is below the de-minimis as set out in Clause 2.5 for practical purposes. Where above this de-minimis We will tell You 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. Where we have undertaken investigative work which includes dismantling or disassembly of certain components You accept that there may be additional costs and labour incurred in connection with restoring the vehicle to the condition before We commenced that investigative work and You authorise Us to undertake this work as part of Your initial instruction. If You do not agree to this then we reserve the right not to put the components back together but to leave the vehicle and You shall arrange recovery of the same.
- 5.7 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. You may only remove those parts from the Garage if You will dispose of them in an environmentally responsible manner and these are not part of an Exchange for the new parts installed on the vehicle. If You do not wish to inspect and / or remove the parts, We shall dispose of them after You collect Your Vehicle. Where we replace items, we reserve the right to charge a disposal cost to cover this.
- 5.8 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 we cannot be held liable for any losses incurred.
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- authorised 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 Where the vehicle and/or part is to be inspected we shall dismantle the vehicle and notify the warranty company – we reserve the right to charge a fee for the

unavailability of the workspace which is Your responsibility. We will charge a fee set at £15 per day or part thereof unless the vehicle is unmoveable and is on a ramp, in which case this will be £55 per day or part thereof. This fee will start to incur after 24 hours has elapsed from the notification to the warranty company.

6.5 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

7.1 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 (subject to clause 2.5). We will be responsible to ensure these sub-contractors are fully insured.

## 8. Insurance, Damage and Liability

8.1 We shall at all times have in place suitable and valid insurance, including public liability insurance;

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 be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable;

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 Where You are a Business or in the Motor Trade we warrant that our Services are fit for reasonable commercial use but 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;

8.7 We will not be responsible for the recovery of any vehicles howsoever arising in any event and all costs in relation to recovery, are expressly excluded and remain the sole responsibility of You.

8.8 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

8.9 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:

8.9.1 the Consumer Rights Act 2015;

8.9.2 the Regulations;

8.9.3 the Consumer Protection Act 1987; or

- 8.9.4 any other consumer protection legislation as that legislation is amended from time to time.
- 8.10 For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.
9. Warranty and Guarantee
- 9.1 We usually warrant the Work from the date of invoice for a Warranty Period of 12 months or a distance of 12,000 miles whichever occurs first;
- 9.2 Where the Work is in relation to a repair (rather than replacement or reconditioning) of transmission specific item and this is outside of the Manufacturer's warranty conditions, we only warranty these items for a period of 3 months or 3,000 miles whichever occurs first;
- 9.3 Clauses 9.1 and 9.2 do not apply where the Work is agreed as being a temporary repair which is undertaken without warranty.
- 9.4 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 12,000 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;
- 9.5 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, You will be responsible for the replacement of any additional parts (including wear parts such as seals) not directly covered under the Warranty any and all rectification work must be carried out at Dartford Transmissions & Autocare ltd or at a place otherwise authorised with expressed written permission of Dartford Transmissions & Autocare ltd;
- 9.6 Unless you are a Motor Trader and have an express agreement with us, 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 not be entitled to the benefit of the warranty for the rest of the Warranty Period;
- 9.7 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:
- 9.7.1 Participating in racing or other competitions of any kind;
- 9.7.2 Participating in speed testing or time trials;
- 9.7.3 Use of the Vehicle in a way which exceeds its design limitations (exceeding maximum towing weight, for example);
- 9.7.4 Use of the Vehicle in a way which does not conform with Manufacturer's recommendations; or
- 9.7.5 Failure to service or otherwise maintain the Vehicle in accordance with the Manufacturer's recommendations;
- 9.7.6 Where a vehicle has been modified from the Manufacturer's Standard Specification we offer no warranty on any work which relates to items outside of the original Manufacturer's Standard or where the component has caused any addition stress or strain arising from the modification.
- 9.8 The rights and remedies that We give You under this Clause 9 to provide repairs and replacement parts shall (as stated by sub-Clause 8.9) be in addition to all such rights and remedies as are available to You if You as a Consumer.
10. Collection of Vehicles
- 10.1 It is imperative that all vehicles are collected by You in a timely manner. You agree that you will collect and remove all vehicles from our site within 48 hours of being notified by Us that they are ready for collection. You will ensure that all payments to

Us are discharged before removing the said vehicle as set out under Clause 3.2.

10.2 After the 48 hour period has expired, We reserve the right to charge reasonable storage charges for any period (beyond the initial 48 hours) in line with commercial car parks in the area chargeable by the hour. We will not release Your Vehicle until You have paid in full all sums that You owe Us (including the storage charge).

10.3 Further, We reserve our right to relocate your vehicle and place it on the public highway where you will be liable for the tax and insurance of the said vehicle and our liability for the vehicle will cease. For the avoidance of doubt, You are not authorised to remove the vehicle until payment in full is received and We will report the vehicle as being stolen should you decide to remove before paying. We will not release any keys to the vehicle until payment in full (including all charges) are made.

## 11. Courtesy Car

11.1 We may loan You a courtesy car but We will not be bound to do so and may decline to do so due to non-availability of a car or any other reason, and We will not in any case loan You a courtesy car if You are not eligible (as set out in sub-Clause 11.2) to be given one. If You request a courtesy car and We agree to provide one it will be on condition that You first complete and accept the terms and conditions of a Courtesy Car Agreement;

11.2 We will not provide You with a courtesy car unless You are eligible as follows:

11.2.1 You hold a full (not provisional) driving licence which You have held for at least 1 year 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) if relevant;

11.2.2 You are at least 21 and not more than 75 years of age;

11.2.3 You have no more than 9 penalty points on Your driving licence;

11.2.4 You have not been banned from driving for a period of 12 months or more as a result of a CD, DD, DR or UT Offence within a period of 5 years up to the date of being provided with the courtesy car; and

11.2.5 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.

11.3 You agree and understand that our Courtesy Car is fitted with a GPS tracker and/or CCTV system. All data is stored pursuant to Clause 13.

## 12. Cancellation

12.1 You may cancel any Work booked as set out in sub-Clause 12.3 or as set out in sub-Clause 12.5

12.2 If You cancel under sub-Clause 12.3 or 12.5, and You have paid Us any deposit or prepayment under sub-Clause 3.1, Unless expressly agreed between Us this shall not be refundable;

12.3 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 3 months. In the alternative where these parts can be returned we will charge you the re-stocking charges we incur from our Supplier plus a 10% surcharge for our time.

12.4 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 3.6 shall apply to the payment of any such invoice;

- 12.5 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 12.3;
- 12.6 Where the contract We make with You is not made on Our premises, the Regulations give You the following rights in addition to the rights given to You by the above provisions of this Clause 12, this Clause should also be read in conjunction with Clause 2.9:
  - 12.6.1 You may for any reason cancel a booking during the 14 day period after We confirm that booking unless sub-Clauses 2.9 or 12.6.1 applies. If You cancel as allowed by this Sub-clause 12.6.1, and You have already made any payments to Us for the Work, We will refund the payments to You within 14 days of receiving Your cancellation; but
  - 12.6.2 Pursuant to Clause 2.9 if the booking is for a date for beginning the Work which is before the end of the 14 day period from when You make the booking and if You have expressly requested Us to do any of the Work and We do so, You may not cancel the booking and You must pay in accordance with Clause 12.3 for such of the Work as has been carried out;
- 12.7 If You request that Your booking be cancelled, You must confirm this in any way convenient to You;
- 12.8 If You cancel any booked Work and You have a courtesy car from Us, You must return it to Us immediately.
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 the Data Protection Act 2018 and 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 purposes 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 us upon request.
14. Regulations
  - 14.1 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
  - 15.1 As required by the Regulations all of the information described in Clause 14; and 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
  - 16.1 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

17.1 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 raise the matter with Martin Hind who can be contacted at the Garage. We are members of the RMI (Retail Motor Industry Federation) and they are able to assist with mediation where We have been unable to resolve any complaints with You directly.

18. No Waiver

18.1 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

19.1 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.

20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 20 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 ultimate jurisdiction of the courts of England and Wales regardless of whether mediation under clause 17 as occurred.