

**BARTLETT AUTOMOTIVE (HUNTINGDON) LIMITED &  
BARTLETT AUTOMOTIVE (PETERBOROUGH) LIMITED - TERMS OF BUSINESS** (Edition 4 – Sept 2019)

**1. General Definitions**

- a. These terms (the “Terms”) are the only terms on which Bartlett Automotive (Huntingdon) Limited and Bartlett Automotive (Peterborough) Limited, (“the Company”) contracts with the customer as named overleaf (“the Customer”) and they shall govern the contract to the exclusion of any other terms and conditions.
- b. “The Customer” refers to the person, partnership, Limited Company, or other legal entity, who agrees to services being provided by Bartlett Automotive (Huntingdon) Limited and Bartlett Automotive (Peterborough) Limited.
- c. “Goods” means all goods, parts or other things to be sold by the Company to the Customer whether or not supplied in conjunction with work.
- d. “Work” means any work to be done by the Company whether by way of repairs, servicing, fitting or otherwise.
- e. The Customer will be deemed to have accepted these terms if they or their insurance company give instructions or place orders by any means for work to be done or Goods to be supplied.
- f. Any typographical, clerical or other error or omission in any estimate, order acceptance, invoice or other document issued by the Company shall be subject to correction without liability on the part of the Company.

**2. Estimates and Prices**

- a. An estimate is a considered approximation of the likely cost involved and is valid for 14 days from its despatch by the Company to the Customer. If the Customer or their agent deposits a vehicle with the Company for an estimate, a storage charge based on the Company's current rates will be made to the Customer from the 15<sup>th</sup> day after the despatch of the estimate unless it is removed by the Customer within that period.
- b. Price of Goods are those current at the time of the estimate and the Company reserves the right to increase such prices if the price to the Company is increased.
- c. Unless otherwise agreed in writing, if it appears during progress of any work that the estimate will be exceeded by a significant amount the Company will not continue the Work without further express permission (oral or written) from the Customer.
- d. All prices are exclusive of any applicable Value Added Tax. Where applicable, VAT shall be due at the rate ruling on the date that the VAT invoice is drawn.

**3. Non-Finalised Works**

- a. If for any reason work requested by the Customer is not carried out in full the Company will charge a reasonable amount for any work actually done and then the current price of any Goods supplied or fitted.

**4. Variations**

- a. Any variation agreed between the Company and the Customer in Work to be done or Goods to be supplied shall be deemed to be an amendment to this contract and shall not constitute a new contract.
- b. No order which has been accepted by the Company may be cancelled by the Customer, except with the agreement of the Company and on terms that the Customer indemnifies the Company in full against all loss (including loss of profits), costs, damages, charges and expenses by the Company as a result of the cancellation.

**5. Time**

- a. The Company will use its best efforts to do work or supply goods within any time period notified to the Customer but the Company will not be liable for delays.

**6. Completion of Work and Payment**

- a. All goods and services shall be paid for upon delivery or in accordance with any credit terms agreed in advance.
- b. Work shall be deemed complete when the Customer is so advised by the Company. The Customer will pay the Company for all work done and Goods supplied as well as any storage charges before any vehicle may be removed from the Company's premises.
- c. If a vehicle is not collected by the Customer within 7 days of the Customer being advised that Work is completed the Company will charge storage at its current rates. The Company may sell the vehicle if the Customer fails to pay any monies due to the Company and collect the vehicle within 3 months of being notified that the Work has been completed and of the Company's intention to proceed to sell it.
- d. Interest shall accrue from the date of the invoice until settlement or judgement, at the rate of 8 per cent over the Bank of England Bank base rate.
- e. The Company shall be entitled to recover from the Customer, all administrative, collection and legal costs incurred by it, in recovering overdue amounts and any other sum connected with the debt.

**7. Retention of Title and Risk**

- a. Goods supplied by the Company shall be at the Customers risk immediately on delivery to the Customer or into custody on the Customer's behalf and the Customer should therefore be insured.
- b. Property in the Goods supplied hereunder will pass to the Customer only when all relevant and outstanding invoices and VAT have been paid for in full and at such time that no further sums whatsoever are due from the Customer to the Company.
- c. Until full payment has been received by the Company the Customer shall hold the Goods supplied hereunder in a fiduciary capacity for the Company in a manner which enables them to be identified as the Goods of the Company and their Customer shall immediately return those Goods to the Company should it so request.
- d. The Customer's right to possession of the Goods supplied hereunder shall cease if, not being a Company, he does anything or fails to do anything which would entitle any person to present a petition for bankruptcy or being a Company, it does anything or fails to do anything which would entitle any person to present a petition for winding up.
- e. The Customer grants the Company an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Customer, or in their possession for the purpose of repossessing and removing any Goods supplied in, or to the property which has remained the rightful property of the Company.

**8. Delivery**

- a. Unless otherwise agreed in writing, delivery of Goods shall be at the Company's premises.

**9. Loss, Damage and Liability**

- a. The Company is only responsible for loss of or damage to any vehicle or its accessories or contents caused by the negligence of the Company or its employees. Except in respect of death or personal injury, the liability of the Company to the Customer for any direct loss, damage, cost or expense shall be limited to £1,000,000 in respect of any one event or series of connected events. The Customer is strongly advised to remove any items of value not related to the vehicle and respect of any loss or damage not the responsibility of the Company must rely on his own insurance.
- b. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term or any duty any common law, or under these Terms for any consequential loss or damage (whether for loss of profit or otherwise), costs or expenses whatsoever (and whether caused by the negligence of the Company, its employees, agents or otherwise) arising out of or in connection with the supply of the Goods or the provision of the Works, or their use or re-sale by the Customer, except as expressly stated in these terms.
- c. The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of its obligations, if the delay or failure is due to any cause beyond the Company's reasonable control.

**10. Disputes Procedure**

- a. Any and all contracts entered into between the Company and the Customer shall be governed by the laws of England and Wales and all disputes arising from any contract between the Company and the Customer shall be subject to the exclusive jurisdiction of the courts of England and Wales. In the event that the Customer is dissatisfied with any repair or service by the Company, the Customer should first make contact with the Company in order to try and resolve the matter.

**11. Replaced Parts**

- a. All parts replaced during any work done, except those to be returned under warranty or service exchange arrangements, will be retained by the Company until the vehicle is collected. If the Customer does not specifically ask to receive the replaced parts when collecting the vehicle, the Company will then dispose of it deems fit.

**12. Returned Goods**

- a. Goods will be accepted back for credit provided that the Customer returns the goods (in the same un-used condition as when supplied) within 5 working days of delivery, the original invoice is produced, the Customer pays the company's current handling charges for returned goods and if the goods were not uniquely requested for the Customer or their vehicle.
- b. Save as above goods will not be accepted back by the Company.

**13. Sub-Contracting**

- a. The Company shall be entitled to carry out its obligations under this contract by the use of sub-contractors when required but shall be responsible for the quality of work.

**14. Health and Safety**

- a. The instructions for use, cautionary notices and other technical notices and information as supplied to the Customer with the Goods must be observed.

**15. Warranty**

- a. Subject to 15.b, the Company warrants that all genuine OEM parts will be free of defects in material or workmanship for 12 months from sale by the Company. In respect of any other parts fitted or other goods, the Company assigns to the Customer the benefits of the applicable manufacturer's warranty. The Company warrants its work free of defects in workmanship for a period of 12 months from the date of completion of the work.
- b. No warranty will apply if and to the extent that a defect is caused or worsened by one or more of the following, namely (a) a failure to inform the Company of the defect or to have it examined by the Company and a failure to give the Company the opportunity to remedy it; (b) if the goods have been subject to misuse, negligence or accident or used in a vehicle for racing, rallying or similar sports; (c) the installation of a part into goods, the use of which has not been approved by the Company or the alteration of goods in a manner not approved by the Company; (d) non-adherence to instructions concerning the treatment, maintenance and care of the goods or a failure to have the relevant vehicle serviced in accordance with the manufacturer's recommendations; or (e) the repair or maintenance of the goods by a person other than an Independent Specialist or BMW Dealer. Any repairs by an alternative organisation will not be permitted under the warranty from “the Company”.
- c. If the work includes painting then if the metal is to be painted is rusted, every reasonable precaution will be taken to prevent rust penetrating the paint after completion of the work but no warranty can be given in this respect or to the effect that the new paint work will match the existing paint work exactly.
- d. The warranties in 15.a above are in addition to any other remedies the Customer may have under the Contract.

**16. Notices and General**

- a. All written notices given by the Company to the Customer shall take effect 24 hours after being despatched in the normal course of post to the Customer address shown overleaf, or immediately upon delivery by hand.
- b. No waiver by the company of any breach shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c. This contract shall be governed by the laws of England.

**17. Vehicle Storage**

- a. The Company reserves the right to invoice £15.00 + VAT per day for the storage of any vehicle not collected within 24 hours after being advised of the completion of work.

**18. Special Order Parts (If customer cancels order)**

- a. A 20% surcharge will be payable for any parts order already in process, where parts may be returned. Full payment is due from the customer where parts are non-refundable and/or non-returnable.
- b. BMW special order parts (which are non-returnable), will be charged in advance, or payment will become due in full once ordered.

**E&OE**