
AAR SERVICING & ACCIDENT REPAIR GROUP LIMITED TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the provision to the Customer of any Services (as “Services” is defined in Clause 1 below) by the Garage, namely AAR Servicing & Accident Repair Group Limited [of Unit 67, Arden Green, Arden Road, Aston, Birmingham, B6 6AR] **OR** [a company registered in England and Wales under number 11150783 whose registered office is at 54 Chelmorton Road, Birmingham, B42 2QT] (“the Garage”); and
- B. where the Customer is not 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;
[“Courtesy Car Agreement”]	[means a separate agreement between You and Us containing the terms of agreement on which You, or your employee or other person acting on Your behalf, have any courtesy car in accordance with Clause 10 of these Terms and Conditions;]
“Customer/You/Your”	means a customer of the Garage who requires its Services who is not acting as a Consumer;
“Estimate”	means a document giving the approximate Price of the Work;
“Force Majeure”	means any cause that is beyond the reasonable control of the Party in question including, but not limited to: power failure; internet service provider failure; strikes, lock-outs or other industrial action suffered by the Party or its suppliers or contractors; civil unrest; fire; explosion; flood; storms; earthquakes; subsidence; acts of terrorism (threatened or actual); acts of war; governmental action; epidemic or other natural disaster;
“Garage/Us/We/Our”	means the AAR Servicing & Accident Repair Group Limited garage whose place of business and contact address is the same address as 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 VAT exclusive fee payable for the Work including parts, labour, and any additional charges;
“Quotation”	means a document giving the agreed fixed Price of the Work which We shall not vary without Your explicit agreement;
“Services”	means any type of repair [or maintenance] of Vehicles;
“Total Price”	means the Price plus any VAT chargeable on the Price in addition
“Vehicle”	means Your vehicle which may be a car, van, truck, bus, 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 Our Website, Telephone, Online Booking Forms, SMS/WhatsApp/Email;

2.2 When You request a booking, You must give Us the following information:

2.2.1 Customer Contact Details Full Legal First and Last Name, Full Address Including Number and Postcode, Telephone or Mobile Number, Email;

2.2.2 Preferred Date and Time for Work;

- 2.2.3 Nature of Repairs Required, Any Warranties, Know Faults, Damages or Relevant Information e.g. All Types of Maintenance Work, MOT, Panel & Paint Repair, Breakdown, Recovery;
- 2.2.4 Make, Model and Full Registration Number Plates of Vehicle;
- 2.2.5 12 Months Parts Warranty;
- 2.3 [We shall provide You with a booking form which shall provide prompts for all required information;]
- 2.4 We will prepare and submit an Estimate (containing the fixed Price plus any VAT thereon) to You either by email or first class post giving an Estimate based on the details You provide;
- 2.5 If You agree the Estimate within 14 days of Our issuing it to You, We will then prepare and submit a Quotation (containing the fixed Price plus any VAT thereon) to You either by email or SMS/WhatsApp;
- 2.6 If You accept the Quotation within 14 days of Our issuing it to You, We shall then confirm the booking to You and We shall use Our reasonable endeavours to ensure that the date We agree for commencement of the Work 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 You may accept an Estimate or Quotation by email, telephone or first class post;
- 2.8 You confirm that, in connection with your request(s) for any Services, You are a person, company or other organisation who is acting wholly or mainly for the purposes of a Business and not as a "Consumer".

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 2 days;
- 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;
- 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 Total Price payable for it with any VAT element(s) 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 within 5 calendar days of the date of the relevant invoice;
- 3.7 You may make payment by Debit Card, Credit Card, Cash, Bank Transfer or Payment Link Sent By Us;
- 3.8 If You choose to make payment by bank transfer. Funds must be cleared and in Our bank account before Your Vehicle is released from Our possession and as per Clause 3.2;
- 3.9 In addition to Our rights under sub-Clause 3.2, We shall have the right to sell, remove, dispose or dismantle the Vehicle at Your expense if any sum due

remains unpaid following Our written notice to You of 30 calendar days. That notice period will begin no earlier than 10 days calendar after the date of the relevant invoice;

- 3.10 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 5% above the base rate of The Bank of England from time to time until You make payment in full.

4. Insurance 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/it is not the same person or entity) 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.

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 commence 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;
- 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 sub-Clause 5.6);
- 5.4 We shall only use parts for the Work that are new and either Manufacturer's original parts or those produced by a third party and authorised by the Manufacturer. If We in any way intend not to abide by this requirement, We will tell You Our reasons for doing so and We may not do so unless You first explicitly consent;
- 5.5 We will tell You before We commence 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.
- 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. For that purpose We will tell You immediately 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 and the reasons for needing it;
- 5.7 The amount of time that we estimate under sub-Clauses 5.5 and 5.6 is only intended as our best estimate(s) at the time. It will not be of the essence or an agreed fixed time but We will use reasonable endeavours to complete Work within time estimated;
- 5.8 Subject to the limits and exclusions of liability under Clause 8, if the time taken does exceed any such estimate(s) date or time, We will not be liable for any excess time taken and will not provide any deduction from the Price under any

circumstances. Such delays may occur due to factors including, but not limited to, being short on staff, receiving wrong parts, parts being on back order or special order parts, or waiting on technical data information for the repair of the vehicle from manufacturers.

- 5.9 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. If You do not wish to inspect and / or remove the parts, We shall dispose of them after You collect Your Vehicle; and
- 5.10 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.
- 5.11 Where new paintwork is required and the metal work is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting, but no guarantee can be given in this respect. If partial paintwork only is required, every endeavour will be made to match the existing colour schemes, but no guarantee can be given of a perfect colour match.

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-authorized 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 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**

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.

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 Force Majeure;

- 8.4 shall not be liable in contract or tort (including negligence) by reason of any breach by Us of any term of these Terms and Conditions or other express term of Our contract with You, or breach by Us of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:
- 8.4.1 loss of use of a Vehicle;
 - 8.4.2 interruption to business;
 - 8.4.3 loss of income, revenue, business,
 - 8.4.4 loss of business opportunity;
 - 8.4.5 loss of profit or contracts;
 - 8.4.6 loss of anticipated savings; or
 - 8.4.7 any indirect, special or consequential loss, damage, costs, expenses or other claims;

arising from any act or omission by Us or any of Our agents or employees or sub-contractors or any other person or entity in connection with the performance of Our obligations arising under these Terms and Conditions and Our contract with You.

- 8.5 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.

9. **Warranty and Guarantee**

- 9.1 We warrant the Work from the date of invoice for a Warranty Period of 12 months or a distance of 10,000 miles whichever occurs first;
- 9.2 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 10,000 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;
- 9.3 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;
- 9.4 Any warranty that We give You applies to Your Vehicle. If You sell or otherwise transfers ownership of Your Vehicle to another person, they will be entitled to the benefit of the warranty for the rest of the Warranty Period;
- 9.5 We provide Services to You for Business use/purposes, and not for any Consumer use/purposes;
- 9.6 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:
- 9.6.1 Participating in racing or other competitions of any kind;
 - 9.6.2 Participating in speed testing or time trials;

- 9.6.3 Use of the Vehicle in a way which exceeds its design limitations (exceeding maximum towing weight, for example);
- 9.6.4 Use of the Vehicle in a way which does not conform with Manufacturer's recommendations; or
- 9.6.5 Failure to service or otherwise maintain the Vehicle in accordance with the Manufacturer's recommendations;
- 9.6.6 Use of the Vehicle for Business or Reward Purposes;

10. [Courtesy Car

- 10.1 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 the person You nominate as a driver to use a courtesy car on Your behalf is not eligible (as set out in sub-Clause 10.2) 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;
- 10.2 We will not provide You with a courtesy car unless the person You nominate as a driver to use a courtesy car on Your behalf is eligible as follows:
 - 10.2.1 That person holds a full (not provisional) driving licence which s/he has held for at least 5 Years at the date of being provided with the courtesy car, and, if s/he has a UK driving licence, s/he has shown Us both the photocard licence and the paper counterpart licence (not any copy of a licence);
 - 10.2.2 S/he is at least 30 and not more than 75 years of age;
 - 10.2.3 S/he has no more than 6 penalty points on his/her Your driving licence;
 - 10.2.4 S/he has not been banned from driving for a period of 6 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
 - 10.2.5 S/he has shown Us two forms of identification (in addition to his/her driving licence) when s/he is collecting the courtesy car, at least one of which includes his/her home address. Such forms of identification include, but are not limited to a passport, bank statement and a utility bill.]
 - 10.2.6 Pay any administrative fines, fees, charges, costs, penalties, damage to vehicle cost or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by Owner;
 - 10.2.7 Check the Vehicle's condition during handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner. Check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period. Stop using the Vehicle as soon as possible and contact the Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle. where the vehicle

requires fuel, to use nothing other than the appropriate fuel as indicated in the Vehicle;

11. **Cancellation**

- 11.1 If under sub-Clause 11.2 You cancel any Work booked, and You have paid Us any deposit or prepayment under sub-Clause 3.1, We shall return it to You less any amount You owe to Us under any part(s) of this Clause 11, but You will still be liable to pay Us the remainder of the amount You owe Us;
- 11.2 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 30 Calendar Days. 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 shall apply to the payment of any such invoice;
- 11.3 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 11.2;
- 11.4 If You cancel any booked Work and You have a courtesy car from Us, You must return it to Us immediately; and Confirming 'Cancel Booking' by Telephone, Email, SMS/WhatsApp
- 11.5 Once You have paid Us all that You owe Us, You shall collect (or arrange for the collection of) Your Vehicle within 7 calendar Days. If Your Vehicle remains on Our premises beyond that period. You shall pay Us for its storage at the rate of £12.50 plus Vat per day. We will not release Your Vehicle until You have paid in full all sums that You owe Us (including the storage charge).

12. **Data Protection**

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) 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 the garage.

13. **Changes to Terms and Conditions**

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.

14. **Complaints**

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 The Manager who can be contacted at the Garage or by phone call or email. Details for the business can be found on the company website

15. **No Waiver**

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.

16. Severance

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.

17. Third Party Rights

17.1 No part of the contract between You and Us is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.

17.2 Subject to this Clause 17, the contract between You and Us shall continue and be binding on the transferee, successors and assigns of either Party as required.

18. Entire Agreement

18.1 The documents comprising the contract between You and Us contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

18.2 Each Party acknowledges that, in entering into the contract, neither Party gives any warranty or relies on any representation, warranty or other provision except as expressly provided in the documents comprising the contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19. Law and Jurisdiction

19.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and

19.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.