

## Terms and Conditions

Hedin Automotive London Ltd (referred to in these terms and conditions as 'The Company') accept vehicles to provide **Goods** and/or **Services** (which includes the goods and services stated in the attached order form or invoice) subject to the following terms and conditions (in addition to any conditions stated on the attached order form or invoice). References to **Customer** in these terms and conditions means the person named on the attached order form or invoice or, if no person is stated, the person that has ordered the Goods and/or Services.

### Orders/Estimates/Deposits

1. Estimates are valid for 28 days from the date given. If instructions are not received from a Customer (in response to an estimate rendered) within 28 days, the Company may invoice for reasonable storage charges from the date the vehicle was received until its collection.
2. All estimates by the Company are subject to change caused by variations in price in respect of labour, material, and spare parts since the date of estimate. In the event of any variation occurring before or after acceptance of the estimate the Company may, if it thinks fit, require the Customer to pay on completion of the work any increase due to such variation.
3. If no estimate is provided or if only part of the work covered by the estimate is carried out, the Company shall be entitled to charge a reasonable and proper price for the work done (including any stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and spare parts supplied.
4. The Company may refuse to carry out all, or part of, any work for any reason whether or not an estimate has been provided.
5. Variations to the estimate, the scope of the repair or work, and the prices chargeable shall be subject to these terms and conditions, and any such variation shall not be deemed to constitute or create a new or separate contract.
6. Orders received for Goods and/or Services from any driver employed by the Customer, or by any person who is reasonably believed to be acting as the Customer's agent, or by the order of any person to whom the Company is entitled to make delivery of the vehicle, shall be binding upon the Customer.
7. The Company may demand a deposit: a) before commencing any service/repair work and/or b) before ordering any parts (Goods). The Customer shall co-operate with the Company in all matters relating to the Goods and Services.
8. If the Customer is buying Goods that are not being installed on a vehicle by the Company, the Customer represents that it is buying the Goods for the purpose of repairing or maintaining vehicles and that it shall never re-sell Goods except where they have been fitted by the Customer to a vehicle.

### Delivery/Completion

9. The Company will endeavour to provide the Goods and/or Services by the estimated time, but the Company shall not be liable for any delay in completing the provision of the Goods and/or Services. Time shall not be of the essence. The risk of the Goods passes on delivery or, where relevant, on collection.

### Payment

10. Payment for all Goods and/or Services and/or spare parts supplied is due on completion of work (or if the Customer is buying Goods only, the delivery to or collection by the Customer of those Goods). The provision of Goods and Services is completed, for the purpose of these terms and conditions, when notice has been given that the vehicle (or Goods) is ready for collection. All Goods and/or Services shall remain the absolute and unencumbered property of the Company until such time as the Company has received cleared payment, in full, from the Customer in respect of such Goods and/or Services. The Company does not accept payment by cash or cheques.
11. The Company may, in its sole discretion, offer Goods and/or Services to the Customer on credit terms as determined and/or varied by the Company from time to time. In addition to clauses 12 and 13 below, the Company may withhold all further provision of Goods and/or Services should the Customer exceed its applicable credit limit at the relevant time.
12. The Company shall have a general lien on all of the Customer's vehicles and all their contents for all monies owing to the Company by the Customer on any account whatsoever. The Company shall be entitled to reasonable storage charges during any period in which the vehicle is retained by virtue of the lien.
13. If the Customer's indebtedness to the Company is not satisfied within three months from the date of the first invoice to the Customer, the Company may without notice, sell any vehicle owned by the Customer and/or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards satisfying monies due from the Customer to the Company, and any balance shall be paid by the Company to the Customer on demand.

### Collection

14. Where in any case a driver who, so far as the Company is aware, has the authority to collect the vehicle, collects the same, the Company shall not be responsible to the Customer for any loss or damage resulting from the grounds that such driver had, in fact, no such authority, notwithstanding that delivery may have been made without payment of the Company's account. It shall not be obligatory upon the Company to seek confirmation of the authority of any person reasonably believed to be then, or to have been at some time, connected with the Customer.
15. If a vehicle is not collected, and the Company's charges are not paid within 24 hours after the Company has given notice that the vehicle is ready to collect, the Company may charge reasonable storage costs in respect of the vehicle from the date of completion of the repairs until collection or disposal under clause 13, whichever applies.

### Distance selling and Off-premises Contracts

16. If the Customer is a **Consumer** (which means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) and if the Customer's order for Goods or Services (referred to here as the **Order**) has been concluded (a) under an organised distance sales or service-provision scheme without the simultaneous physical presence of the Company and the Customer, with the exclusive use of one or more means of distance communication up to and including the time at which the Order is concluded or (b) in the simultaneous physical presence of the Customer and the Company, in a place which is not the business premises of the Company, the Customer has the right to cancel this Order within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the Customer, or a third party indicated by the Customer, acquires physical possession of the Goods or in case of a service 14 days from the day the Company entered into this Order. To exercise the right to cancel, the Customer must inform the Company of their decision to cancel this Order by a clear statement (e.g. a letter sent by post or e-mail). To meet the cancellation deadline, it is sufficient for the Customer to send the communication concerning the Customer's exercise of the right to cancel before the cancellation period has expired.
17. If the Customer is entitled to cancel this Order under clause 16 and does cancel this Order then, subject to this clause, the Company will reimburse to the Customer all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer chose a type of delivery other than the least expensive type of standard delivery offered by the Company). The Company 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 the Customer. The Company will make the reimbursement without undue delay, and not later than (a) 14 days after the day the Company receives back from the Customer any Goods supplied, or (b) (if earlier) 14 days after the day the Customer provides evidence that the Customer has returned the Goods, or (c) if there were no Goods supplied, 14 days after the day on which the Company is informed about the Customer's decision to cancel this Order. The Company will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement. The Company may withhold reimbursement until the Company has received the Goods back or the Customer has supplied evidence of having sent back the Goods, whichever is the earliest. If the Customer requested the Company to begin the performance of services during the cancellation period, the Customer shall pay the Company an amount which is in proportion to what has been performed until the Customer has communicated their cancellation from this Order.
18. The Customer shall send back the Goods or hand them over to the Company, without undue delay and in any event not later than 14 days from the day on which the Customer communicates cancellation of this Order to the Company. The deadline is met if the Customer sends back the Goods before the period of 14 days has expired. The Customer will have to bear the direct cost of returning the Goods.

### Limitation of Liability

19. Where the Customer is not a Consumer, all statements, conditions or warranties as to quality of the Goods or their fitness for purpose, whether expressed or implied by law or otherwise, are hereby expressly excluded. Where the Customer is not a Consumer, all statements, conditions, or warranties as to performing the Service to a reasonable standard of care whether expressed or implied by law, or otherwise, are hereby expressly excluded.
20. The Company is not responsible for loss or damage to vehicles or other property whatsoever or however occasioned, except when such loss or damage is caused as a result of the sole negligence or deliberate act of the Company or its servants. Under no circumstances will the Company accept liability for loss or damage outside its control or for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss.

### General

21. In connection with any inspection, repair, contemplated repair, other services or any purpose for which a vehicle is accepted by the Company, the Customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.
22. The Customer shall be entitled to the benefit of any warranty to which the Company is entitled as against the manufacturer of parts and materials supplied or any sub-contractor. All work carried out by the Company is warranted against failure due to defective work for a period of three months or 3000 miles, whichever occurs first. This warranty extends only to repairs actually undertaken and does not cover progressive fault diagnosis. The Customer's statutory rights are not affected.
23. All parts removed by the Company in the course of repair shall, if not claimed by the Customer within 14 days after the completion of the repair, be deemed to be owned by the Company and they shall become the Company's absolute property. Parts returned are subject to a handling charge. Parts specially ordered are not returnable.
24. Any notice to the Customer posted to his last known address shall be good notice. Any query regarding this invoice must be made in writing within 14 days of receipt of invoice.
25. Save where the context says otherwise, the expression 'vehicle' wherever used in these terms and conditions include car, lorry, van, trailer, caravan, invalid carriage and cycle, and as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter, battery, and each and every component of a vehicle.
26. No alteration or qualification of these printed terms and conditions shall be effective unless in writing, signed on behalf of the Company by a Director or a duly authorised officer of the Company. No other person has any authority to alter or qualify in any way these printed terms and conditions or to enter into any contract for repair for any of the purposes set out in the preamble above on behalf of the Company otherwise than on these terms and conditions.
27. Unless otherwise stated, all service work undertaken is carried out in accordance with the manufacturer's schedule.
28. Customers are strongly advised to remove all items of value not connected with the vehicle when leaving it on the Company's premises since the Company cannot accept liability for any loss or damage to the same, except in consumer transactions when this is shown to have been caused by a lack of reasonable care on the part of the Company.
29. If the Company's performance of its obligations are prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
30. The Customer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company arising directly or indirectly from the Customer's fraud, negligence, or failure to perform, or delay in the performance of, any of its obligations under these terms and conditions.
31. The Company shall have no liability to the Customer under these terms and conditions if it is prevented from, or delayed in performing, its obligations or carrying on its business by acts, events, omissions or accidents beyond its reasonable control.