

## 1: General Definitions

- 1.1 These Terms are the terms of Scantec Automotive Ltd "The Company", "We" & form the contract with the customer "You".
- 1.2 "Goods" means all goods, parts or other things supplied by the company to the customer
- 1.3 "Work", "Diagnostics" & "Testing" means any work done or to be done by the company.
- 1.4 The Customer will be deemed to have accepted these Terms of Business by booking (whether verbal or in writing) & or by payment of invoice.

## 2: Estimates

- 2.1 All estimates are considered to be an approximation of the likely costs & are valid for 14 days.
- 2.2 Prices of Goods are based on current market prices & the business reserves right to increase prices if the cost of the goods has increased between creating the estimate & obtaining the goods.
- 2.3 If during the course of carrying out the work & or supplying the goods, should it become apparent that further work is required, or the cost of the work is going to be considerably increased, the Company will not continue without further customer's consent.

## 3: Uncompleted Work

- 3.1 If for any reason work requested by the customer is not carried out in full, the Company reserves the rights to charge a reasonable amount for any work or goods already supplied.
- 3.2 If work is only partially completed due to customer's cancellation or refusal to pay then the Company will place no warranty on the work or goods.
- 3.3 If diagnostics are ceased at any time by the customer for any reason before the Company has made a final diagnosis then the business places no warranty on any recommendations already made.

## 4: Time

- 4.1 The Company will attempt to carry out all work to an agreed time frame, but in the event of unforeseen circumstances beyond our reasonable control, the Company will contact the customer to agree an alternative date.
- 4.2 All mobile booking times given to the customer are approximate & as such the Company will not be liable for any delays or associated costs in the delay of attending the vehicle. However, if the delay in attending is liable to exceed 2 hours the Company will make all available efforts to inform the customer.

## 5: Completion of Work & Payment

- 5.1 All Goods & Work shall be paid in full on completion unless credit terms have been agreed in advance.
- 5.2 Work will be deemed complete when advised. The customer will pay the Company for work & goods supplied before the keys are returned.
- 5.3 If full payment is not received on completion (unless credit has been previously agreed) the Company is legally entitled to exercise a lien over your vehicle. We therefore reserve the right to lock the vehicle and not release keys back to the customer until payment is made in full.
- 5.4 If payment is not received within 14 days, the Company reserves the rights to proceed with legal action as deemed necessary.
- 5.5 Failure to pay the outstanding balance entitles the Company to charge interest on the balance at the rate of 4% interest above the bank base rate.
- 5.6 The Company shall have a general lien on all of your vehicle(s) and all of their contents for all monies owing to the Company by you whatsoever.
- 5.7 All charges made under the initial booking are the responsibility of the original booking Company, Workshop and/or Person. Under no circumstances will this responsibility be transferable to a third party.

## 6: Retention of Title & Risk

- 6.1 Goods are the risk of the customer as soon as they are delivered by the Company to the customer.
- 6.2 The customer's rights of possession shall cease if he/she commits an available act of bankruptcy prior to payment in full.
- 6.3 Goods will remain the Company's property until paid for in full and in the event of non-payment the business will require, upon reasonable notice the customer to return and deliver up the goods, failure to do so will incur legal action.

## 7: Loss or Damage

- 7.1 The Company is only responsible for loss or damage caused by negligence of the Company or its employees. The customer is advised to remove any items from the vehicle that are not related to the vehicle as any loss or damage is not the responsibility of the Company.
- 7.2 Vehicles and their contents are left with the Company entirely at the owner's risk. The Company does not accept responsibility whatsoever for any loss or damage to vehicles or their contents.

## 8: Replacement Parts

- 8.1 All parts replaced during work, except those being returned to the supplier or manufacturer for the purpose of warranty or exchange, are retained by the Company until completion of work. If the customer does not specifically ask to take possession of them on completion, they will become the property of the Company to dispose of as it deems fit.
- 8.2 It is the Company's policy to replace faulty parts as found or diagnosed & to only replace or advise replacement of parts if found & proven to be faulty. Evidence of their failure are (where possible) stored for customer's inspection. Therefore, any continued faults on their replacement would indicate other or further faults that may require further investigation at an additional cost.
- 8.3 Any recommended parts required are recommended to be replaced by genuine OE quality parts & therefore any parts not replaced by the Company that are not OE quality will not be covered by the Company's advice or recommendation warranty.

- 8.4 Any parts supplied by the Company will be genuine Manufacturer parts (unless advised otherwise).
- 8.5 The Company will not fit any customer supplied and/or 2<sup>nd</sup> hand parts under any circumstances.

## 9: Warranty

- 9.1 All goods supplied or fitted are subject to manufacturer's warranties & as such the Company will assign to the customer the benefit of the applicable manufacturer's warranty.
- 9.2 Any manufacturer's warranty claim will be dealt with by the Company on behalf of the customer.
- 9.3 The Company warrants its work free from defects for a period of 3000 miles or 3 months, whichever occurs first from the date of invoice.
- 9.4 Under certain conditions the Company may advise on completion of work, that further work or goods are required (this will only be done if those goods are proven to be faulty). However, on completion of the above listed recommendations that further testing may be required as further faults may be un-traceable until such work is carried out. Therefore, this is not considered to be a full diagnosis & as such, no guarantee is placed that all vehicle faults will be rectified by the initial recommended work.
- 9.5 The Company will not be held liable for any manufacturer's warranty issues following any work carried out by the Company.

## 10: Systems Check

- 10.1 The customer's booking of a 'System Check' is a verbal agreement of these terms & agreements & as such, they are agreeing to a maximum charge of two hours at the current rate for the System Checks as advised verbally & via email on booking.
- 10.2 System Checks are carried out in order to carry out basic vehicle checks & therefore there is no guarantee of diagnosis & or that further investigation may or may not be required that is beyond the scope of the basic systems checks (see advanced diagnostics).
- 10.3 If during or on completion, the vehicles service condition is considered to be below the accepted standards & considered to possibly be a contributory factor to the customer's complaint or may also prevent an accurate diagnosis, the customer will be advised as such, of the required work & further advised that any other diagnostics cannot continue until these items are rectified. This is therefore not considered a diagnosis of the customer's complaint & further systems checks may be required on completion at an additional charge.

## 11: Advanced Diagnostics

- 11.1 Following on from Systems Checks & assuming that no basic faults are present & service condition is acceptable, advanced diagnostics will be offered to the customer at the current rate, in 1 hour blocks. The customer's verbal agreement will always be sought before continuing any such work & as such, the customer is agreeing to pay the current 1 hour's charge for this service.
- 11.2 At the end of each hour or as required, the customer will be reported to of any findings & recommendations & may be asked to verbally agree to further work if required.

## 12: ECU Testing & Replacement

- 12.1 The Company will not accept any test results from any external ECU testing companies. This type of testing off of the vehicle is not reliable and the Company will therefore not accept or enter in to any discussions that may appear to contradict our initial diagnosis.
- 12.2 The Company will not fit any 2<sup>nd</sup> hand and or repaired / overhauled ECU's. However, we may under certain conditions assist with programming and or setting up a repaired / overhauled ECU, however under no circumstances is the Company liable for any issues with this service that may arise due to incompatibility and or poor workmanship on behalf of the repairing and or supplying company. Under no circumstances are we making any statement of the parts suitability. Charges for our services will also apply regardless of outcome or success.

## 13: Intermittent Faults

- 13.1 Intermittent faults (depending on the cause & their frequency) can be very difficult & sometimes impossible to trace unless the vehicle has stored faults in its internal memory. Therefore, depending on the outcome & findings of the Company's System Checks, the customer may be advised that no further diagnostics are financially viable unless the fault becomes more prominent or the frequency increases.
- 13.3 There is no guarantee that if the fault is not present at the time of testing that an accurate diagnosis can be made & any verbally agreed testing that has already been carried out must be paid for on completion.
- 13.2 If during testing the fault symptoms are not present and the vehicle is found to have multiple stored faults in its fault history that suggest or highlight multiple different faults it may be suggested that all faults are documented, and all systems are reset (faults deleted) and the vehicle is then returned for further testing as soon as possible following fault symptom recurrence. Diagnostic time to carry out this testing and documentation will be chargeable at the current rate, this in no way represents any form of diagnosis and further follow up testing will also be chargeable.

## 14: Coding, Programming, Security & Radio Codes

- 14.1 Scantec Automotive will not be held responsible for any loss of software stored customer information, for example: radio station presets, stored navigation address, heater control defaults, telephone contact memory etc contained within the vehicle's software following any form of coding, programming or software updating.
- 14.2 It is the customer's responsibility to maintain and store any radio security codes that may be required if the vehicles battery is disconnected, therefore Scantec Automotive will not be held responsible for any loss or incurred cost involved in obtaining a radio code if required.
- 14.3 It is the customer's responsibility to advise us of any vehicle hardware and or software modification that may affect our testing and or repairs. For example; if the engine software has been modified in any way (tuned) by a third party, as these modifications may be over written during our normal course of work / repairs. We will not be liable for this unless instructed before work has commenced.
- 14.4 Scantec Automotive do not supply and or fit customer supplied parts, however on request we may agree to attempt coding, programming and or setup of these parts if already fitted to the vehicle before hand (by a 3<sup>rd</sup> party). However please be advised that we will not be held responsible for any change in vehicle behaviour, functions and or unpreventable changes to any

of the vehicle systems caused by this process – therefore all risks involved are the customer's and charges for services will still apply regardless of outcome.

- 14.5 Coding and or programming of retrofits, modifications and upgrades not supplied and or fitted by Scantec Automotive will be chargeable regardless of outcome.

#### 15: Vehicle Storage & Collection

- 15.1 Unless agreed otherwise, all vehicles must be collected within 48h of being notified of completion.
- 15.2 Scantec Automotive reserves the right to charge a storage fee of £15 + VAT per day for any vehicles not collected, subject to 15.1 and in line with "The Removal, Storage and Disposal of Vehicles Regulations 2008". These charges will be added to the invoice at the point of collection.
- 15.3 Should a vehicle fail to be collected within 4 weeks of notification, subject to written request for collection having been sent and received, we reserve our rights to dispose of the vehicle to the highest bidder. The monies generated by the disposal will be used to settle the outstanding invoice and storage charges. Any balance being returned to the owner.
- 15.4 Subject to 15.3, if the vehicle fails to attract bids, we shall execute our right to scrap the vehicle. This option will attract charges in line with "The Removal, Storage and Disposal of Vehicles Regulations 2008" 4 Wheeled Vehicle up to 3500kg £75 + VAT. These charges will be added to the invoice and storage amounts. These and all other outstanding amounts will be pursued via the Governments Money Claims Service.

#### 16: Vehicle Tuning / Modification.

- 16.1 It is the customer's responsibility to advise us of any vehicle hardware and or software modification that may affect our testing and or repairs. For example; if the engine software has been modified in any way (tuned) by a third party as these modifications may be over written during our normal course of work / repairs. We will not be liable for this unless instructed before work has commenced.
- 16.2 It is the customer's responsibility to ensure that the vehicle is in correct working order and maintained to manufacturers standards, as such we make no representation or warranty that our services and or products will not cause damage to your vehicle owing to, but not limited to; an underlying fault or poor servicing.

#### 17: Complaints & Issues

- 17.1 In the unlikely event that there is a defect with our parts and or services we provide you must:
- A: Contact / Inform us as soon as reasonably possible;  
B: Give us reasonable opportunity to repair and or rectify the defect or issue within a reasonable time frame
- 17.2 We will not accept and or be liable for any work carried out by a 3<sup>rd</sup> party in any circumstance where you have not complied with term 17.1a & 17.1b
- 17.3 Where you have complied with terms 17.1a & 17.1b but we have failed to repair and or rectify the issue within 60 days we will only be liable for the cost of the subsequent repairs by a 3<sup>rd</sup> party if you have obtained our written permission following you having supplied 3 written quotes to us.
- 17.4 Under no circumstances are we liable for any costs associated with vehicle recovery, storage, loss of business, loss of profit, business interruption, additional transport costs to include but not limited to; Car hire, taxi & public transport.

#### 18: Other, General Terms & Conditions

- 18.1 We may transfer our rights and obligations under these Terms & Conditions to another organisation, we will always notify you in writing if this happens, but this will not affect your rights or our obligations.
- 18.2 We may amend these Terms & Conditions periodically.
- 18.3 We are not responsible for any loss or damage to your vehicle and or property whatsoever or however occasioned, except when such loss or damage is caused by sole negligence or a deliberate act of the Company or its employees or agents.
- 18.4 Under no circumstances will the Company accept liability for loss or damage outside of its control for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss.
- 18.5 The contract is between the Company "Scantec Automotive Ltd" and "You". No other person/s shall have the right to enforce any of its terms.
- 18.6 Each and every paragraph & sub paragraph of these Terms and Conditions operate separately. If any Court or relevant Authority decides that any of them are unlawful, the remaining paragraphs and sub paragraphs will remain in full force and effect.
- 18.7 Scantec Automotive Ltd adhere to a strict Privacy & Data Protection code of conduct that can be viewed separately by request.
- 18.7 These Terms and Conditions are governed by English Law.

NOTHING CONTAINED HEREIN SHALL AFFECT THE STATUTORY RIGHTS OF A CONSUMER