



Terms & Conditions



W Carey Motor Engineers

1) Estimates are effective only for 28 days after despatch. If instructions are not received from a customer (in response to an estimate rendered)

28 days from dispatch of the estimate, the Company may change its usual garage rates from the date the vehicle was received until its collection. (Note: – The Company does not as a general rule make any such charge for the garaging pending instructions, if the repairs are ultimately carried out by the Company and duly paid for.)

2) (i) All estimates by the Company are based on the current cost to the Company of labour, materials and spare parts at the date of estimate and in the event of any variation occurring before or after acceptance the Company may if it thinks fit require the Customer to pay on completion of the work any increase due to such variation.

(ii) If no price is stated or if part only 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.

(iii) If in the opinion of the Company it is impractical for any reason to carry out any of the work it has been instructed to carry out it shall be entitled to refrain from carrying out or completing such work (notwithstanding that an estimate may have been given therefore) and to carry out only such work as in the opinion of the Company may be practicable.

3) Variation of any kind in the estimate, or the scope of the repair, or the prices chargeable, or otherwise howsoever, shall be subject to all these conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract, and the original contract shall remain in force, but as so varied. No act of commission or omission by the Company in relation to any vehicle shall constitute a 'deviation from the contract', nor shall any such act disentitle the Company to the benefit of any of these Conditions.

4) Every endeavour will be made to carry out the work by the time desired, but the Company shall not be liable for any delay howsoever occasioned and this notwithstanding that a definite date for completion may be specified.

5) Any work done or goods supplied in relation to a vehicle, by the order of any driver in the Customer's employ, 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 paid for by the Customer.

6) The customer is able to cancel work at any time but will be liable for any work completed and costs associated to make the vehicle good.

7) Should the company be forced to cancel an appointment at any time, any reasonable costs incurred will be reimbursed to the value of the proposed work.

8) Payment for all repairs and/or spare parts supplied is due on completion of work, but the Company may demand a deposit before commencing or in the course of any work. A repair is completed for the purpose of these conditions when notice has been given that the vehicle is ready for collection.

9) The Company shall have a general lien on a vehicle and all its contents for all monies owing to the Company by the Customer on any account whatsoever. The Company shall be entitled to charge garage rent during any period in which the vehicle is retained by virtue of the lien.

10) If the Customer's indebtedness to the Company is not satisfied within three months from the first account rendered to the Customer, the Company may without notice, sell the vehicle 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.

11) 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, on the grounds that such driver had in fact no such authority, and this 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.

12) If a vehicle is not collected, and the Company's charges are not paid within 24 hours after the delivery of the vehicle to the Company, the Company may charge its current storage rent at £15 a day in respect of cars & £20 for commercial vehicles from the date of completion of the repairs until collection or disposal under Section 8 hereof or as the case may be.

13) In connection with any inspection, or contemplated repair, or other purposes for which a vehicle is accepted by the Company, testing, taking the vehicle for body repairs or other specialists, demonstrations, etc., 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.

14) Except in the case of a consumer transaction the Company is not responsible for loss or damage to vehicles or other property whatsoever.

15) 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 subcontractor. In the unlikely event of a replaced part failing due to incorrect fitment or the part itself being faulty, Unipart Car Care Centres offer the added reassurance of free parts and labour for replacement within 12 months or 12000 miles commencing from the date of original fitment, whichever is earlier. This can be carried out either by the original Unipart Car Care Centre who undertook the repair or any other participating Unipart Car Care Centre throughout the UK, each of which has agreed to offer the same guarantee Your statutory rights are not affected.

16) All parts removed by the Company in the course of repair shall, if not claimed by the Customer within 24 hours after the completion of the repair be deemed to be wholly abandoned to the Company and they shall become the Company's absolute property accordingly.

17) Any notice to the customer posted to his last known address shall be good notice.

18) Save where the context forbids, the expression 'vehicle' wherever used in these Conditions includes 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.

19) 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 the above printed 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 such conditions.

20) Unless otherwise stated, all service work undertaken, is carried out in accordance with the manufacturer's schedule.

21) Data Protection Act 1998. Any data collected within the Company will not be disclosed to any external sources without your express written consent.

22) If courtesy vehicles are available they may be offered on the understanding that customers hold a full UK driving licence and are between the ages of 25 to 70. If insurance is not transferred to the customers own policy, the company excess at that time will apply. A Courtesy care loan sheet must be completed and vehicle condition noted before and after return.

23) PAYMENT: (A) Unless other terms of payment have been mutually agreed in advance, all work must be paid for on collection or delivery in cash or by cheque, guaranteed by a valid bank card or by Barclaycard, Switch, Visa, etc. or where evidence of acceptance is displayed. Where a Credit Account has been opened, future supply of services will be dependent upon settlement of the account strictly in accordance with the credit terms granted. (B) The risk in the goods shall pass to the purchaser on delivery. Ownership of the goods shall not pass to the purchaser until the purchase price has been paid to the seller and any cheque or other negotiable security has been honoured.

24) Customers have the right to cancel work at any time. If such cancellation is prior to work commencing then no charge is made. If work has been started then costs will only include the labour for the work carried out up to the time of cancellation. The company will wherever possible minimise the total costs to the customer, however parts ordered, obtained or used that cannot be cancelled, returned or resold together with any handling charges and any other direct costs that have been incurred will be charged to the customer.

Notice

Customers are strongly advised to remove all items of value not connected with the vehicle when leaving it on company's premises since the company cannot accept liability or 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.