

TERMS OF BUSINESS

1. General and Definitions

- 1.1 These terms are the only terms on which Mel's Motors, by whom this form is used (called the "Company") contracts with the customer.
- 1.2 "Goods" means all goods, parts or other things sold by the Company to the Customer whether or not supplied in conjunction with work to be done by the Company.
- 1.3 "Work" means any work to be done by the Company whether by way of repairs, servicing, fitting or otherwise.
- 1.4 The Customer will be deemed to have accepted these Terms of Business if he or his insurance company give instructions by any means for work to be done or goods to be supplied.

2. Estimates

- 2.1 An estimate is considered an approximation of the likely costs involved. All estimates are valid for 14 days from the despatch of the estimate by the Company to the Customer.
- 2.2 If the Customer deposits a vehicle with the Company for the purpose of an estimate, a storage charge based on the Company's current rates will be made to the Customer applicable from the fifteenth day after the despatch of the estimate by the Company unless the estimate is accepted by the Customer within the 14 day of such despatch or the vehicle is removed by the Customer from the premises within that period.
- 2.3 Prices of goods are based on prices current at the time of preparation of the estimate and the Company reserves the right to increase such prices if the price to the Company is increased between preparing the estimate and obtaining the goods.
- 2.4 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 work without further express permission (which need not be in writing) from the Customer.

3. Uncompleted Work

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

4. Variations

- 4.1 Any variation agreed between the Company and the Customer in the work to be done or goods to be supplied shall be deemed as an amendment to this Contract and shall not constitute a new contract.

5. Time

- 5.1 The Company will use its best efforts to do work or supply goods within any time period notified to the Customer. However, time shall not be of the essence and the Company will not be liable for the delays.

6. Completion of Work and Payment

- 6.1 All goods shall be paid for upon delivery unless credit has been agreed in advance.
- 6.2 Work shall be deemed complete when the Customer is advised by the Company that such work is complete. 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.
- 6.3 If the vehicle is not collected by the Customer within seven days of the Customer being advised that work is complete the Company will charge for storage of the vehicle at its current rates. The Company may sell the vehicle if the Customer shall fail to pay the monies due to the Company and collect the vehicle within 3 months of being notified that work has been completed and of the Company's intention to proceed to sell it. Upon any such sale the Company shall pay the balance of the proceeds of the sale to the Customer after deducting all monies due to the Company and all costs of sale.
- 6.4 Interest at the rate of 2% per month (apportionable by the day) will accrue on all overdue payments.

7. Retention of Title and Risk

- 7.1 Goods are at the risk of the Customer as soon as they are delivered by the Company to the Customer.
- 7.2 Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the full price thereof together with the full price of any other goods the subject of any other contract with the Company together with all storage charges and interest that may be due to the Company under this contract or any other, and until payment is full as aforesaid has been made the Customer acknowledges that he is in possession of the goods solely as bailee for the Company.
- 7.3 Until the Customer becomes owner of the goods he will store them separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.
- 7.4 The Customer's right to possession shall cease if he, not being the Company, commits an available act of bankruptcy or if he, being a Company, does anything or fails to do anything which would entitle a receiver to take possession of

any assets or which would entitle any person to present a petition of winding up. The Company may for the purpose of recovery of the goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

- 7.5 The Customer may be at liberty to agree to sell on the goods or any product produced from or with the goods subject to the express condition that such an agreement to sell shall take place as agents (save that the Customer shall not hold himself out as such) and bailees for the Company. Whether the Customer sells his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiably as the Company's monies.

8. Delivery

- 8.1 Unless otherwise agreed in writing delivery of the goods shall be ex the Company's premises

9. Loss or Damage

- 9.1 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. The Customer is strongly advised to remove any items of value not relate to the vehicle and in respect of any loss or damage not the responsibility of the Company must rely on his own insurance.
- 9.2 Parts received that are damaged must be reported to the Company within 24 hours of delivery if a credit or exchange is required.

10. Replaced Parts

- 10.1 All parts replaced during any work done, except those that have to be returned to manufacturers or suppliers under warranty or service exchange arrangements, will be retained by the Company for the Customer until the vehicle is collected. If the Customer does not specifically ask to take possession of such replaced parts when collecting the vehicle, then they will become the property of the Company to dispose of as it deems fit.

11. Returned Goods

- 11.1 Goods will be accepted for credit provided:
- i) The Customer returns the goods within 5 working days of delivery in original packaging, unused; and
 - ii) The original invoice is produced
 - iii) The Customer pays the Company's current handling charges for returned goods; and
 - iv) The goods were not specially ordered by the Customer.
- 11.2 Save as aforesaid goods will not be accepted back by the Company.
- 11.3 Exchange units that are to be returned for a surcharge credit must be returned to the Company within fourteen days of the invoice date.

12. Sub Contracting

- 12.1 The Company shall be entitled to carry out its obligations under this contract by sub contractors but shall be responsible for quality of sub contractors' work.

13. Health and Safety

- 13.1 Notice is hereby given to the Customer that the instructions for use, caution notices, and other technical notices and information are supplied to the customer with the goods.

14. Warranty

- 14.1 In respect of any parts fitted or other goods, the Company Assigns to the Customer the benefit of the applicable manufacturer's warranty. The Company warrants its work free of defect for a period of 3 months or 3000 miles, whichever occurs sooner, from the date of completion of the work.
- 14.2 If the work includes painting then:
- i) If the metal 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;
 - ii) No warranty can be given that the new paintwork will match existing paintwork exactly.
- 14.3 The warranties in 14.1 above are in addition to any other remedies the Customer may have under the Contract but where applicable do not extend to cover defect, arising from failure by the Customer to have the vehicle serviced in accordance with the manufacturer's recommendations.

15. Notices

- 15.1 All written notices given by the Company to the Customer shall take effect 24 hours after being dispatched by the Company in the normal course of post to the Customer address.

NOTHING CONTAINED HEREIN SHALL AFFECT THE STATUTORY RIGHT OF A CONSUMER