

SPORTING CLASS MARQUES

Service, Body Repair & Restoration Terms & Conditions

Consumer Transactions

Nothing herein contained is intended to affect, nor will it affect a Consumer's statutory rights under The Consumer Rights Act 2015 or any amendments thereof or statutory additions thereto.

In these Terms and Conditions:

Contract Shall mean the contract between the Company and the Customer Company Shall mean Sporting Classic Marques or any subsidiary or associated company thereof Customer Shall mean the person, firm or company identified in or by means of the Contract as authorising contracted works, goods or services.

1. Formation of Contract

All works will be undertaken and all goods supplied by the Company subject to these terms and conditions and, subject to the statement on Consumer Transactions above, no other terms, conditions or warranties are to be implied into the Contract unless expressly accepted in writing by an authorised representative of the Company.

2. Quotations and Estimates

The Company shall only be bound by prices quoted in writing and for a specified time. Unless specifically agreed in writing, all work is assessed on an estimate basis and time for completion of any work is not essential.

Where the Company provides the Customer with an estimate for any works to be undertaken or goods supplied, such estimate shall be provisional only and will be subject to variation in the price of parts, materials, labour or other costs and charges where any such may increase between the date of estimate and the completion of the works or the supply of the goods by the Company. Furthermore, in the case of service and repair, any estimate will also be dependent upon any further works or parts identified as being necessary by the Company. The Company reserves the right to make a charge with, respect to any estimate provided to a Customer or their authorised agent.

Where the Company provides the Customer with an estimate for any works to be undertaken or goods supplied, such estimate shall be provisional only and will be subject to variation in the price of parts, materials, or other costs and charges, outside of the companies control, where any such may increase between the date of estimate and the completion of the works or the supply of the goods by the Company. Furthermore, In the case of service and repair, any estimate will also be dependent upon any further works or parts identified as being necessary by the Company.

Where the Company provides a quotation to a Customer, that quotation shall be available for acceptance by the Customer for a maximum period of fourteen days, unless otherwise expressly agreed in writing by an authorised representative of the Company. The Company may by written or oral notice withdraw any quotation at any time prior to the Customer's acceptance.

The Company reserves the right to make a charge with respect to any estimate provided to a Customer or their authorised agent.

3. VAT

Unless otherwise stated, all prices are exclusive of VAT. The VAT charged to the Customer on completion of the service or repair will be the rate applicable at that time.

Any VAT shown on an estimate for service or repair will be the VAT rate in force at the time the estimate was prepared. The VAT charged to the Customer on completion of the service or repair will be the rate applicable at that time.

4. Payment

Unless otherwise agreed in writing, the Customer must pay for all repairs, services, parts, accessories or other goods in full at or before collection. Unless a cheque is supported by a banker's card the Company may refuse to release the Customer's vehicle and ordered goods until the cheque has been cleared.

No disputes arising under the Contract, nor delays beyond the reasonable control of the Company, shall interfere with prompt payment in full by the Customer.

The Company, without prejudice to any other rights, reserves the right to charge interest on overdue accounts at the rate of 2.5% above the minimum lending rate of the Company's bankers applicable from time to time.

5. Deposit

The Company reserves the right to request the Customer to pay a deposit on the ordering of goods or contracting for services, such deposit to be determined by the Company at the time of order or contact.

If the Customer shall fail to pay for the goods or services as supplied by the Company within 7 days of notification that the same are available for collection or supply, the Company shall be entitled to treat the Contract as repudiated by the Customer. In this event, the Company may retain any deposit or part thereof without prejudice to the Company's rights to recover from the Customer by way of damages any loss or expense which the Company may suffer or incur by reason of the Customer's default and the Company shall be entitled to dispose of any parts or accessories as they shall think fit and shall not be under any liability to account to the Customer for the price received for such goods or for the said deposit.

6. Vehicle Safety

The Company reserves the right to refuse to carry out any repairs, servicing or other works; on any vehicle which, in their sole opinion, they consider to be un-roadworthy or unsafe. Furthermore, the Company may refuse to carry out any works which may, in their sole opinion, render a vehicle unsafe or which may otherwise have a detrimental effect on other parts of the vehicle.

The Company reserves the absolute right to refuse to hand back to the Customer any vehicle, which it considers, in its sole opinion, to be un-roadworthy or unsafe and where it has reasonable cause to believe that such vehicle may be used on the public highway.

Where the Company is undertaking works for the Customer and identifies, in its sole opinion, a need for further essential safety related repair, the Customer will be advised accordingly. Should the Customer refuse to authorise such further repair, the Company reserves the right to arrange for the vehicle to be transported to the Customer's home address at the Customer's cost.

7. Collection

The Company will only release the vehicle to the Customer after repairs are completed, unless it is requested by the Customer to release the vehicle to the Customer's agent.

8. Storage

If the vehicle is not collected, or arrangements are not made for its collection after completion of the work has been notified in writing, weekly storage charges at the rate applicable at the time of expiry of the said notice may be imposed as if the vehicle repaired had been left for storage. This provision may also apply if authority to proceed is not given within a reasonable time of an estimate having been submitted.

SPORTING CLASS MARQUES

Service, Body Repair & Restoration Terms & Conditions Continued

9. Lien

The Company reserves the right to hold a vehicle after the completion of its repairs until such time as the account is paid in full.

With respect to uncollected vehicles, the Company may exercise its right under the Torts (interference with Goods) Act 1977 and if the goods are not collected when the work is completed, or before any notice to this effect expires, the Company may proceed to sell the vehicle subject to any notice under the Act. In this event, the vehicle will be sold at best market price and after deduction of the cost of repair, plus other charges and expenses incurred by the Company, the balance will be returned.

10. Sub-Contract

The Company reserve the absolute right, exercising its sole discretion, to arrange for any repair, service or other works to be undertaken by other competent parties. The Company shall not be obliged to disclose to the Customer any details of any such repair, service or other works so sub-contracted.

11. Replacement Parts

All parts replaced, other than those exchanged for replacement parts, or those subject to a warranty claim become the property of the Company unless the customer requests their return prior to the commencement of repairs. Parts to be returned to the customer will be retained for a maximum period of 7 days from the date the machine is collected, after which time they will be disposed of.

12. Paintwork

Where new paintwork (is required and the metalwork is found to be rusted, all reasonable precautions will be taken to prevent such rust penetrating after completion of painting, but the Company can give no guarantee in this respect. If partial paintwork is required, every endeavour will be made to match the existing colour scheme, but no guarantee can be given of perfect colour match at this time or after.

13. Delays & Force Majeure

The Company will use its best endeavours to complete the repair, service or other works by the date and time requested by the Customer in the case of ordered parts or accessories the Company will, likewise, use its best endeavours to ensure availability of the same by the date and time requested.

However, the Company can offer no guarantee With respect to the provisions of this clause and cannot accept responsibility for delay resulting from the non or late availability of parts, spares, accessories or other reasons beyond its control. In the event of the performance of any obligation accepted by the Company being prevented, delayed or in any way Interfered with by any direction of governmental or other competent authority, industrial dispute, strike, breakdown of plant or machinery, accident, fire or by any other cause beyond the Company's reasonable control the Company may, at its sole option, suspend performance or cancel its obligation under the Contract without damage or consequential loss arising,

14. Liability

The Company will take reasonable care of any vehicle in its custody. This duty will not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to commencement of any repair or other contracted works.

Whereby agreement with, or on the instructions of the Customer, the vehicle is left outside the Company's premises, before or after normal business hours, on an unfenced part of the said premises, any risk or loss or damage however occasioned will be the Customer's responsibility.

15. Selling at a distance

Where the Customer is acting as a Consumer, if this Agreement has been conducted without any face to face contact between the Company and the Customer, or anyone acting on each party's respective behalf, the Customer has the right to cancel this

Agreement without giving any reason. The cancellation period will expire 14 days from the day on which the Customer first instructs us to carry out the service and no service can be performed within this period unless the Customer expressly requests we do so.

To exercise the right to cancel, the Customer must inform the company of their decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post, fax or email).

If the Customer requests any service to be provided during the 14 day period then they will lose the right to cancel this Agreement. The Customer shall pay the Company an amount which is in proportion to that service performed until they communicated their cancellation of the Agreement.

16. Guarantee

Except where the Customer is acting as a Consumer, in so far as liability may be placed upon the Company by the Consumer Rights Act 2015 or any other statutory provision, or in respect of a vehicle subject to a manufacturer's warranty or other written warranty, no warranty is given or implied as to the quality of Goods or Services or their fitness for any particular purpose whether known to the Company or not.

The Company will, however, without prejudice to its right hereunder, correct all faults in goods or services carried out by the Company and occurring by reason of the Company's default or negligence and shown to be such to the Company's satisfaction.

The company will guarantee all repair works against failure due to faulty materials or workmanship for a period of three months or 2,000 miles, whichever first occurs, provided that the vehicle is taken back to the Company, or to a third party repairer as expressly authorised by the Company This will not affect the Customer's statutory rights. Any parts, spares or accessories fitted or supplied by the Company will be entitled to the benefit of any warranty given by the manufacturers of any such items.

17. Notices

Any notice given hereunder may be served personally or be let at the last known residence or place of business of the Customer, or may be sent by first class post, in which case notice shall be deemed to have been received by the Customer on the first working day after posting.

18. Severability

In the event of any provision of these terms and conditions being or becoming void in whole or in part the other provisions of these terms and conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these terms and conditions.

19. Errors and Omissions Excepted

Every care is taken to ensure that all information given is present and correct, although errors may exist. If you find an error or omission, please let us know, and it will be corrected as soon as possible after verification, If errors and/or omissions are present, it is not possible to offer the exact described product at the specified price, so we apologise for any inconvenience this may cause. It is advisable to check both specification and pricing before quoting, ordering or using information provided.

20. Photography and Social Media

By engaging the services of Sporting Classic Marques, the client grants permission for photographs or videos of their vehicle, including any progressive work carried out, to be used for promotional, educational, or documentation purposes across various platforms. These may include, but are not limited to, social media, the company's website, and marketing materials. Clients who do not wish for their vehicle to be featured may expressly state this in writing prior to the commencement of work, and their preference will be fully respected.