

GENERAL

1. The following terms have the meaning defined below where they are used in this Agreement:

Agreement	means the terms stated in an Order Form and in these Terms and Conditions;
Consumer	means an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
Customer, you, your:	means the person named as the customer in the Order Form;
Deposit	means any deposit that we request from you including any deposit stated in the Order Form;
Goods	means the supply of vehicle parts or vehicle accessories that we supply to you (or have agreed to supply to you) including the goods specified in the Order Form;
Order	means your request for us to undertake any Work or provide any Goods (including the provision of any work or Goods stated in an Order Form);
Order Form	means any document that is used to provide us with instructions to complete Work on a Vehicle or to provide you with Goods (this will often be referred to as a Job Card or Order Form);
Seller, we, our, us	means the company that has provided the services to you (this information is shown on the Order Form);
Vehicle	means the Vehicle that you have asked us to complete repair, maintenance, modification, servicing or other works on;
Work	means any vehicle repair, maintenance, modification or servicing work and/or Goods that we provide or agree to undertake including the work and/or Goods specified on the Order Form.

ORDER

2. You confirm that you own the Vehicle or are duly authorised by the owner to enter into this Agreement for the Work to be done on it on these terms and conditions. Unless otherwise agreed in writing once you make the Vehicle available to us this shall be regarded as an express request of the Work, if any, being started as soon as reasonably possible.
3. If we supply or agree to supply Goods to you, you agree that you shall not re-sell the Goods for commercial gain unless you are a vehicle repairer and have fitted such Goods to a vehicle. If you re-sell any Goods or we, acting reasonably, suspect that you will re-sell goods in breach of this clause, we may immediately terminate the supply to you of any more goods and you shall re-pay to us any discounts on the Goods that we have supplied to you.

ESTIMATES

4. An estimate is our considered approximation of the likely cost of the Work, and is, subject to clause 5, valid for 7 days from when we send it to you. We may refuse to carry out all, or part of any work for any reason whether or not an estimate has been provided.
5. If it appears during progress of the Work that the estimate will be exceeded by more than thirty per cent (30%) of the total, we will notify you and you may give notice within 14 days to end this Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed. If you do decide to end this Agreement under this clause 5 you shall be obliged to pay us for the Work completed before you gave us notice to end this Agreement and for any storage charges applicable under clause 6.
6. If you have left the Vehicle with us for the purpose of an estimate and have not collected it when requested to do so, we may charge you reasonable storage fees for the storage of the Vehicle from the date that we request you to collect it.

COMPLETION OF WORK AND PAYMENT

7. We will endeavour to complete the Work within any time estimate we have given you but will not be liable for any delays.
8. If for any reason we do not carry out the Work in full, we will charge you only for a reasonable amount for any Work done.
9. We will notify you when the Work is complete and the Vehicle and/or the Goods are ready for collection or delivery and (unless you have a credit account with us, in which case you must comply with the terms agreed in relation to the operation of such account) you must pay for the Work upon collection or delivery.
10. You must pay for the Work by credit or debit card or other electronic payment transfer. We do not accept cash or cheques.
11. We are entitled to retain the Vehicle and Goods until you have paid for the Work in full.
12. If you fail to pay the full amount due and collect the Vehicle:
- 12.1. within 48 hours of being notified that the Work is complete, we may charge you reasonable storage charges from the end of that period;
 - 12.2. within 3 months of being notified that the Work is complete, we may (after giving you 7 days' notice of our intention to do so) sell the Vehicle and/or Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to you (if any).
13. We may sometimes request a Deposit from you. If you cancel an Order or do not proceed with an Order for any reason (except where we are unable to complete the Work) you agree any money that you have already paid for the Work (including any Deposit) shall be forfeited and belong to us.
14. Ownership of any parts replaced during any Work done will pass to us and we will be free to dispose of them as we see fit.
15. We may take instructions from any person who we reasonably believe has the authority to give instructions on your behalf including allowing such person to collect or take delivery of the Goods or Vehicle. We shall not be responsible to you for any loss or damage resulting, on the grounds that such person had in fact no such authority, and this notwithstanding that delivery or collection may have been made without payment. It shall not be obligatory upon us to seek confirmation of the authority of any person reasonably believed to be then, or to have been at some time, connected with you.
16. The Goods will continue to belong to us until you have paid for them in full. You will, however, be responsible for any loss or damage from when they are delivered to you or collected by you (or your contractor or agent) and should insure accordingly.
17. If you have possession of any Goods before you have paid for such Goods, you hereby grant us a licence to enter your premises at any time using reasonable force for the purpose of repossessing such Goods with or without any materials attached to them. You shall also procure for us the same licence to enter any of your agents or sub-contractors premises that are storing the Goods.
18. Subject to our agreement, you may before you make payment for the Work arrange for a finance company to pay us for the Work. In this case the terms of this Agreement shall apply to the purchase by the finance company except clauses 26 to 27 (Distance & Off Premises Contracts) shall be excluded from the terms and conditions for such sales.

LOSS, DAMAGE AND LIABILITY

19. We will carry out the Work with reasonable care and skill and warrant it will remain free of defects in workmanship for a period of 3 months or 3000 miles, whichever occurs sooner, from the date the Work is completed. However, this warranty will not apply if the Vehicle is involved in an accident or if and to the extent that a defect is caused or worsened by your (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect (b) misusing or neglecting the Vehicle or using or permitting it to be used for racing, rallying or similar sports (c) failing to comply with instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Vehicle and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions (d) fitting the Vehicle, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer or (e) altering the Vehicle and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.
20. If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
21. You must observe the instructions for use, cautionary notices and other technical notices and information we supply you with the Goods.
22. Except for losses that we cannot exclude or limit by law, if you are a Consumer we shall only be liable to you for direct losses that you suffer that are foreseeable and an obvious consequence of our breach.
23. Except for losses that we cannot exclude or limit by law, if you are not a Consumer: (i) our maximum liability shall be the amount you have paid for the Work, (ii) we shall only be liable to you for direct losses that you suffer that are foreseeable and an obvious consequence of our breach and (iii) we exclude all liability for loss of profit, goodwill or for any indirect, consequential or economic loss.
24. You should remove any items of value not related to the Vehicle as we will not accept any liability for loss or damage to these. Whilst your vehicle is being worked on the use of a Dash Camera is not permitted. The Dash Camera is required to be turned off or removed if possible.
25. When working on your Vehicle we shall complete software updates that are recommended by the manufacturer. Such software updates can sometimes change the handling or operation of the Vehicle. You agree that we may complete such software updates and that we shall not be liable to you for any change in the handling or operation of the Vehicle. You acknowledge that generally it is not possible to reverse the software updates.

DISTANCE SELLING AND OFF-PREMISES CONTRACTS

26. If you are a Consumer and if this Agreement has been concluded (a) under an organised distance sales or service-provision scheme without the simultaneous physical presence of you and us, with the exclusive use of one or more means of distance communication up to and including the time at which the Agreement is concluded or (b) in the simultaneous physical presence of you and us, in a place which is not the business premises of us, you have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the Goods or in case of a service 14 days from the day we entered into this Agreement. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send the communication concerning your exercise of the right to cancel before the cancellation period has expired. You may use the model cancellation form set out at the end of this agreement, but it is not obligatory.
27. If you are entitled to cancel this Agreement under clause 26 and do cancel this Agreement then, subject to this clause, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We 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 you. We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you any Goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or (c) if there were no Goods supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction. If you requested us to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this Agreement. You will have to bear the direct cost of returning the Goods.

PRIVACY AND PERSONAL INFORMATION

28. Our Privacy Policy is available at: www.sandown-group.co.uk/privacy-policy/
29. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

GENERAL

30. This Agreement constitutes the entire agreement between you and us in relation to the Work. No other terms apply. You acknowledge that details or descriptions of the Work on any website or in brochures are for illustrative purposes only. If there is any inconsistency between the terms stated in any Order Form and these Terms and Conditions, these Terms and Conditions shall have priority. No alteration to these Terms and Conditions shall be effective unless in writing and signed on behalf of us by a Director.
31. We shall not be liable to you for any breach of this Agreement, if the delay or failure was due to any cause beyond our reasonable control.
32. If any of the terms in this Agreement are found by a court, tribunal or other administrative body to be unenforceable or invalid for any reason, that provision is to be removed from the Agreement and the remaining terms of the Agreement will remain in full force.
33. Any notices under this Agreement shall be sent to the person and addresses set out in the Order Form. They may be given by first class post and shall be deemed received within four days after posting.
34. This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

GUARANTOR

35. If the Customer is a limited company or limited liability partnership, it is agreed that this Agreement is being entered into at the request of the person that has requested the work to be done on behalf of the Customer ('**Guarantor**'). The Guarantor guarantees to us that the Customer will observe and perform all its obligations under this Agreement and will pay and make good to us all losses, costs, damages and expenses that we suffer that result from any non-performance by the Customer of any of the terms and conditions of this Agreement, particularly any failure to make any payment due to us. It is agreed that the Guarantor's liability under this Guarantee shall not be affected by any act or omission by us that might otherwise release the Guarantor from this liability, including: (i) any time or waiver granted by us; (ii) any variation, renewal or extension of this Agreement. In consideration of the Guarantor entering into this Guarantee, we shall pay the Guarantor £1.

DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

36. This Agreement is governed by the laws of England and Wales and, except as stated in clause 37, is subject to the exclusive jurisdiction of the English Courts.
37. We subscribe to the Motor Industry Code of Practice and will always attempt to resolve any disputes quickly and efficiently. However, if you are a Consumer and remain dissatisfied with the outcome and explanation we have provided, we recommend you contact The Motor Ombudsman. The Motor Ombudsman is a member of the Chartered Trading Standards Institute approved consumer codes scheme and is a provider of Alternative Dispute Resolution (ADR), offering conciliation and arbitration. You can contact them via www.themotorombudsman.org or on their advice line 0345 241 3008. Their decision will be legally binding.

Model cancellation form.

To Sandown Mercedes-Benz, 1 Holes Bay Road, Poole, Dorset, BH15 2BD, help@sandown-mercedes.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following goods/ services: [*]

Ordered on [*]

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Insert/ delete as appropriate