

## Silverstone Autosport Limited

### TERMS AND CONDITIONS OF BUSINESS – SERVICE & REPAIR

#### Consumer Transactions

Nothing herein contained is intended to affect, nor will it affect, a Consumer's statutory rights under The Supply of Goods and Services Act 1982, The Sale of Goods Act 1979, The Unfair Contract Terms Act 1977 or The Consumer Protection Act 1987 or any amendments thereof or statutory additions thereto.

#### In these Terms and Conditions:

<b>Contract</b>	Shall mean the contract between the Company and the Customer
<b>Company</b>	Shall mean Silverstone Autosport Ltd or any subsidiary or associated company thereof
<b>Customer</b>	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. Any prices exhibited on the Company's premises constitute an Invitation To Treat only.

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.

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.

### **3. VAT**

Unless otherwise stated, all prices are inclusive of VAT, however, the Company shall be entitled to vary any price to reflect any increase in the rate of VAT.

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 or 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 require 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 contract.

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.

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 and in writing. Should the Customer refuse to authorise such further repair, then the Customer will be obliged to arrange transportation of the said vehicle from the Company's premises, in the alternative, 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.

## **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 rights 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 reserves 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.

## **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 government 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. Courtesy Vehicle**

(The Customer is referred to the separate terms and conditions applicable to the Loan Form Agreement)

In the event that repairs or other works are being carried out to a vehicle under these terms and conditions, the Company may, at its sole discretion, provide the Customer with a courtesy vehicle. The Company shall select any courtesy vehicle that it deems suitable and subject to availability. The Customer shall be obliged to comply with the terms of the loan form agreement referred to above.

#### **15. 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.

Where by 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.

#### **16. Guarantee**

The Company will guarantee all repair works against failure due to faulty materials or workmanship for a period of three months or 3,000 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. This will not affect the Customer's statutory rights.

For the avoidance of doubt, the above Guarantee and Warranty will cover the use of the vehicle on an organised track day on a full tarmac surface. The Guarantee and Warranty will not apply for a vehicle used "off-road" nor for vehicles participating in a race. The Guarantee and Warranty will not apply for any damage caused by a collision with another vehicle or debris or damaged road surface or natural obstacle (trees etc). The Guarantee and Warranty will not apply for vehicles driven in excess of safe cylinder revolution levels for any periods of time.

#### **17. Notices**

Any notice given hereunder may be served personally or be left 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. Legal**

The Contract shall be governed and interpreted exclusively according to English Law and shall be subject to the exclusive jurisdiction of the English Courts.