

Standard Conditions of Contract of VJ Engineering Limited (“the Company”)

1. These Conditions govern all sales, supply, servicing, repair and engineering work (the “Goods”) that the Company agrees to sell, supply or carry out, to the exclusion of any other terms the customer purports to apply, unless agreed in writing by the Company.
2. **Sub Contracting**
The Company is entitled at all times and without giving notice to the customers to sub-contract all or any part of the servicing repair or engineering work the subject of this contract to a specialist or other sub-contractor it sees fit.
3. **Driving of Customer Vehicles by the Company’s Servants**
Customer vehicles may be driven by the Company’s servants or agents and the customer duly authorises them to do so.
4. **Loss and Damage**
 - (i) The Company will afford customer vehicles and their contents reasonable protection from theft and kindred offences whilst in the possession of the Company and on the Company’s premises but the customer’s attention is drawn to the fact that articles fitted to or left in vehicles are always at risk and customers are advised to remove all valuable items from the vehicle.
 - (ii) In the event that there is a requirement to leave the vehicle on the public highway, or any other place outside the Company’s premises for the customer’s collection after completion of work, the company shall not be liable in respect of any loss or damage to the vehicle and its contents.
5. **Faulty Parts or Materials**
Subject to the terms of the relevant manufacturer’s guarantee or warranty (if any) the Company will at its option either repair or replace any part or material which it has supplied and which was defective at the time of supply.
6. **Defective Workmanship**
 - (i) The Company will take reasonable care to ensure that all work on customer vehicles in Company’s possession is carried out by employees or (where applicable) by contractors with reasonable care and skill.
 - (ii) Except where liability for consequential loss is included in liability arising in circumstances set out in Section 2 (1) of the Unfair Contract Terms Act 1977 the Company shall not in any circumstances be liable for special, indirect or consequential loss, or loss of profit arising from a failure to take care referred to in sub Clause (i) or from any breach of contract or negligence.
7. **Completion Date**
While the Company will use all reasonable endeavours to comply with any completion date suggested the Company will not be bound to complete within the specified time and the mention of any date shall be construed as no more than a guide or estimate and without prejudice to the generality of the foregoing no responsibility can be accepted for any delays caused by factors beyond the Company’s direct control.
8. **Force Majeure**
If the Company’s work is stopped, delayed or impeded by fire, explosion, flood, strike, lock out or industrial action, war hostilities, civil disturbances, government demands, regulation or prohibition, failure or delay on the part of any other supplier or repairer or any cause beyond the reasonable control of the Company, the Company will not be liable for any failure or delay in supply of goods or services specified for the duration of the said cause. If the force majeure lasts more than four weeks either party may terminate the contract without any liability to the other.
9. **Estimated Cost**
 - (i) Verbal. A verbal estimate does not constitute an offer to do work at the price quoted and is not to be taken as legally binding in any way but only as an approximate guide to the cost of work undertaken.
 - (ii) Written. A written estimate does constitute an offer to do work at the price quoted subject to the following exceptions:
 - (a) The price of a part or component which is either itself specified in the estimate or for which allowance has been made as being in the Company’s opinion a necessary or reasonably incidental element in the work specified in the estimate is subject to any changes in the price of that part or component appearing in the manufacturer’s catalogue before the date when the work is completed.
 - (b) The estimate is based upon the information of which the Company is actually aware at the time of the estimate and any price quoted is subject to revision if it later appears to the Company that other work or parts are reasonably necessary (subject to the provisions of Clause 10).
 - (c) The estimate may be withdrawn or revised at any time before the customer accepts it and in any case it will automatically lapse six weeks from the date appearing on its face.
10. **Additional Work**
 - (i) If it shall appear to the Company at any time after the customer’s order is placed that any additional work or part(s) is or may be required the Company will make every reasonable effort to contact the customer for instructions and will not proceed with any such additional work or with supply or installation of any such additional part(s) without the express permission (either verbally or in writing) of the customer except in the following circumstances:
 - (a) Where the provision of the additional work or part(s) is incidental to the carrying out of the customer’s existing order and seems reasonably necessary to the Company.
 - (b) Where the Company considers the additional work or the provision of part(s) to be necessary to put the vehicle into roadworthy condition and the additional cost to be small compared to the cost of carrying out the customers existing order.
 - (c) Where the customer has expressly or implicitly authorised (either verbally or in writing) such work or the provision of part(s) as may be reasonably necessary to put the vehicle into a specified condition or has otherwise left the extent or nature of the work to the Company’s discretion.
 - (ii) Any variation agreed between the Company and the customer in the work to be carried out by the Company shall be deemed to be an amendment to the contract and shall not constitute a new contract.

11. Routine Servicing and Other Specified Works

The Company's obligations during a routine service are limited to carrying out the works specified in the manufacturer's service list or other service schedule and in carrying out works specified by the customer the Company's obligation is limited to carrying out the customer's specification. Neither during a routine service nor in carrying out work or supplying any part(s) specified by the customer does the Company undertake to check generally the road-worthiness or safety of the vehicle or its compliance with any legal requirement. The customer is liable for the accuracy of its specifications.

12. Terms of Payment

- (i) Unless any other written arrangement has previously been made with the customer all charges due to the Company shall be payable either before or at the time the vehicle is released to the customer. Payment by cheque will only be accepted if accompanied by a current banker's card and the amount of the cheque is less than the maximum sum guaranteed by the said banker's card. Otherwise such payment will not be accepted unless the cheque is cleared before the vehicle is released to the customer or unless the Company consented to such payment before the work or the part(s) were supplied. In respect of all Goods supplied by the Company on credit or upon payment by cheque (save for fuel oils), the legal title to such Goods shall remain in the Company until payment has been made in full and / or such cheques have been cleared.
- (ii) If for any reason the work requested by the customer is not carried out in full the Company will charge a reasonable amount for the work actually carried out.
- (iii) The Company reserve the right to charge interest on overdue accounts at the rate of 2.5% per annum above the lending rate of the Company's bank account; this does not prejudice any other rights resulting from non-payment.

13. Deposit

- (i) Where a deposit is paid for Goods the Company reserve the right to retain the deposit without prejudicing the Company's right to recover from the Customer, by way of damages, any loss or expense which the Company has suffered or incurred by reason of the Customer's default.
- (ii) The Company may dispose of the Goods from a defaulted Contract as it sees fit and is not accountable to the Customer.

14. Dispute Resolution

The parties shall attempt to resolve any dispute between them using Alternative Dispute Resolution procedures. The parties agree to abide by the rules of the chosen ADR body and each party shall bear one half of that body's costs and expenses.

15. Lien

The Company shall have a general lien over all property of the customer lawfully in its possession for the indebtedness of the customer to the Company and the Company shall also have a right of sale by public auction without reserve over all such property if such indebtedness is not paid or a vehicle is not collected within three months of being notified by letter sent by Recorded Delivery to the customer's last known address (or in the case of a company to its registered office). Following such a sale the Company will after deducting all sums due pay the balance (if any) of the proceeds of the sale to the customer.

16. Parking and Storage Charges

The Company may charge the customer for parking of vehicles and for the storage of any part(s) should the customer fail to collect the same within two weeks of being notified at the last known address (or in the case of a company to its registered office) that work has been completed or within two weeks of the estimated completion date (if any) whichever is later. The customer shall be deemed to have been notified if the Company has posted to his last known address a written notification of completion of the work.

17. Disposal of Parts

- (i) Customers wishing to have returned to them parts or components replaced during service or repair work (other than warranty work or items supplied on exchange basis) when the vehicle is collected should ask at the time the vehicle is left for repair or service and if they do not the property in the parts replaced shall forthwith pass to the Company.
- (ii) When the parts or components are replaced under warranty or are exchanged the property therein shall pass to the manufacturer or other person or company entitled thereto.

18. The Law Governing the Contract

- (i) The Law governing the contract shall be the Law of England.
- (ii) In so far as the contract may be one to which the Supply of Goods and Services Act 1982 applies then any rights, duties or liabilities implied by the said Act as terms of this contract shall be excluded from this contract to the extent permitted by the Unfair Contract Terms Act 1997.

19. Variation and Representation

The contract between the Company and the customer is contained exclusively in this form and no servants or agent of the Company have any authority to add to, vary, or contradict these Conditions of Contract whether orally or in writing and the Company shall not be liable for any representation which any servant or agent shall purport to give on its behalf.