



# Volkswagen

## Terms and Conditions

### 1. General and Definitions

**1.1** Set out below are the terms and conditions under which "the Company" carries out service and repair work on behalf of "the Customer".

**1.2** No employee, servant or agent of the Company has any authority whatsoever except in writing to amend, vary, modify or waive any of these terms and conditions.

**1.3** Nothing in these terms and conditions is intended to affect, nor will it affect the customers statutory rights under the Sale of Goods Act 1979 or the Unfair Contracts Act 1977 and any amendment thereto.

**1.4** "Goods means all Goods, parts and other things to be sold by the Company to the Customer whether supplied in conjunction with "the Work".

**1.5** "Work" means any Work to be done by the Company whether by way of repair, servicing, fitting or otherwise.

### 2. Estimates

**2.1** Any estimate given by the Company shall be considered an approximation of the likely cost involved based upon such inspection as the Company can or is allowed to carry out at the time of giving the estimate.

**2.2** Prices of Goods are those current at the time 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.

**2.3** Unless otherwise agreed in writing, if it appears during the process of any Work that the estimate will be exceeded by a significant amount; the Company will not continue the Work without further express permission (oral or written) from the Customer.

**2.4** All prices are inclusive of value added tax.

### **3. Time**

**3.1** The company will use its best efforts to do Work or supply Goods within any time period notified to the Customer but shall not be responsible for any delay in supplying the Goods or carrying out the Work howsoever caused, and time shall not be of the essence.

### **4. Payment**

**4.1** Unless otherwise agreed in writing, delivery of the Goods shall be at the Company's premises. Any form of cheques are not accepted.

**4.2** All specially ordered or none returnable Goods must be paid for at the time of ordering.

**4.3** On most occasions All Goods, other than specially ordered Goods, shall be paid for upon delivery or in accordance with any credit terms agreed in advance.

**4.4** The "Company" can take payment or deposits up front if The value of the Job , Goods or Work is above a £500.00 value or the "Customer" has no line of credit or account with the "Company"

**4.5** Work shall be deemed complete when the customer is advised by the Company that it has been completed and the Customer's motor vehicle is ready for collection. The Customer will pay for all Work done and Goods supplied and any storage charges before the vehicle may be removed from the Company's premises.

**4.6** Interest at the rate of 3% over Barclays Bank Pic's base rate from time to time (both before and after judgment) will be charged from the due date of payment until payment.

**4.7** All Customers or businesses with 30 day payment Accounts Will receive a statement at the end of each working month , Payments for any Goods or Services shall be paid by customer within 30 days or services/Goods. There shall be no exceptions over 30 days , charges may apply if not paid within terms above at £25.00 per day for every day late on payment.

## **5. Storage**

**5.1** If the Customer or his agent deposits a vehicle with the Company for an estimate or repair/Job, the storage charge based on the Company's current rate ( £25.00 per day) will be made to the Customer from the day after despatch of the estimate unless it is accepted by the Customer within three days of despatch or the vehicle is removed from the premises within three days of such despatch.

**5.2** If the vehicle is not collected by the Customer within twenty-four hours of being advised that all Work is complete, the Company may charge for storage of the vehicle at its current rate (£25.00 per day) . The Company may sell the vehicle, if the Customer fails to pay any monies due to the Company after it has been notified that the Work has been completed and the Customer is given one month's notice of the Company's intention to proceed to sell it. Upon any such sale the Company shall pay the balance of the proceeds of sale to the Customer after deducting all monies due to the Company (Whether arising for the latest or earlier Work) and all costs of sale.

## **6. Liability**

**6.1.** The Customer should remove any items of value not related to the vehicle and in respect of any loss or damage which is not the responsibility of the Company must rely upon his own insurance. The Company's only responsibility for loss or damage to any vehicle or its accessories or contents caused by the negligence of the Company or its employees. Except in respect of death, personal injury, the liability of the Company to the Customer for any direct loss, damage, costs or expenses shall be limited to £2m in respect of any one event or series of connected events.

**6.2** Except in respect of death or personal injury by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or implied warranty condition or other term or any duty at common law or under these Terms for any consequential loss or damage (whether for loss of profits or otherwise) costs or expenses whatsoever and whether caused by the negligence of the Company, its employees, agents or otherwise) arising out of or in connection with the supply of the Goods or the

provision of Work or their use or resale by Customer except as expressly stated in these Terms.

**6.3** The Company shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in any failure to perform any of its obligations if they delay or failure is due to any cause beyond the Company's reasonable control.

**6.4** The company shall not be liable for any form of vehicle recovery in case of a breakdown .

## **7. Returned Goods**

**7.1** Subject to clause 7.2 Goods will be accepted back for credit, provided that the Customer returns the Goods (in the same condition as when supplied , brand new condition) together with all original packaging within 5 working days of delivery and the Goods were not specifically ordered by the Customer. The Company reserve the right to charge a handling fee of 20% for goods accepted back for credit.

**7.2** Goods which are not normally stocked and therefore specially ordered from a supplier cannot be accepted back for credit under any circumstances.

**7.3** Goods that have been used are not able to be returned.

## **8. Warranty**

**8.1** The Company warrants its Work free of defects in workmanship for a period of 12 months or 10 thousand miles, whichever occurs sooner from the date of completion of the Work.

**8.2** Subject to clause 8.3, the Company warrants that all parts will be free from defects in material and Workmanship for 12 months from sale by the Company in respect of any parts fitted or other Goods the Company assigns to the Customer the benefit of the applicable manufacturer's warranty. Any Goods sold but not fitted will, subject to clause

**8.3** be replaced from production of the invoice but the Company will not fit the Goods.

**8.3** No warranty will apply if and to the extent that a defect is caused or worsened by any of the following:

**A.**

A failure to inform the Company of the defect or have it examined by the Company; and

**B.**

A failure to give the Company the opportunity to remedy it;

**C.**

If the Goods have been subject to misuse, negligence or accident or used in the vehicle for racing, rallying, similar sports or any other remapping or modifications not within manufacturers recommendations.

**D.**

The installation of a part into the Goods inconsistent with its use or the alteration of the Goods in a manner inconsistent with its use;

**E.**

Non-adherence to instructions concerning the treatment, maintenance and care of the Goods or a failure to have the relevant vehicle serviced in accordance with manufacturer's recommendations;

f. The repair or maintenance of the Goods by anyone who is not authorised by the relevant manufacturer.

**8.4** If the Work includes painting, then if the metal to be painted is rusted every reasonable precaution will be taken to prevent the rust penetrating the paint after completion of the Work, but no warranty can be given in this respect or to the effect that the new paintwork will match the existing paintwork.exactly.

## **9.Complaints**

**9.1 We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.**

To ensure we are able to put things right as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction. As soon as possible after the completion of the works, please inspect the work to ensure every- thing has been carried out to our usual high standards.

In the unlikely event there is anything you are not completely satisfied with, please con- tact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on [0161 761 3030](tel:01617613030) or write to us

at Volksmaster Ltd 3 Millett Street, Bury, Manchester BL9 0JA, or you can email us at [info@volksmasterltd.co.uk](mailto:info@volksmasterltd.co.uk) or via the form below and we aim to respond within 7 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact them on 0117 456 6031 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

DVSA operate a complaints procedure and you can excess this by visiting [www.gov.uk/getting-an-mot/problems-with-your-test-result](http://www.gov.uk/getting-an-mot/problems-with-your-test-result) or by calling 0300 123 9000.

*# Confidence In Quality*