

HALES COMMERCIAL LTD

BUSINESS TERMS AND CONDITIONS

178 Crow Lane, Romford, Essex, RM7 0ES

Version 1.0 October 2026

1. WHO WE ARE

- 1.1. We are Hales Commercial Ltd of 178 Crow lane (rear of Copsey), Romford, Essex, RM7 0ES (the Company, we us).
- 1.2. These terms apply to every estimate, booking and supply of goods or services we make to a customer who is not a Consumer. A Consumer is an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession. If you are a Consumer, these terms do not apply to you and our Consumer Terms apply instead.
- 1.3. Before you authorise the work we may ask whether it is for business or private use, and we will record your answer. If we have sent you these terms and you were in fact a Consumer, we will treat the Consumer Terms as having applied to the contract from the start. Nothing in these terms limits any right you have as a Consumer.
- 1.4. Services include inspection, diagnosis, maintenance, repair, MOT preparation and testing, electrical work, storage and any related attendance on a vehicle. Vehicle includes a car, light commercial, HGV, trailer, caravan or other vehicle accepted by us, and any engine, axle, gearbox, clutch, battery or other component of it.

2. KEY COMMERCIAL TERMS

- 2.1. These points are brought to your attention before you authorise work. They are part of the contract, not a summary that overrides it.
 - 2.1.1. An estimate is valid for 28 days and is not a fixed quotation unless we say so in writing.
 - 2.1.2. We will not start extra work, or work outside the authorised job, without your authority, except immediate safety work under clause 5 below.
 - 2.1.3. Unless you have a written credit account, cleared payment is due before collection.
 - 2.1.4. If the vehicle is not collected within three working days of notice that it is ready, storage is £25 plus VAT per day.

2.1.5. We have a lien over the vehicle for unpaid charges on that vehicle. Approved account customers also agree a general lien under clause 13 below.

2.1.6. Uncollected vehicles may be sold only as sections 12 and 13 of, and Schedule 1 to, the Torts (Interference with Goods) Act 1977 allow, which includes written notice sent by registered post or recorded delivery.

2.1.7. We accept liability for negligent damage to the vehicle, capped at its market value. We do not accept liability for loss of profit, loss of contracts, or hire of a replacement.

3. HOW THE CONTRACT IS MADE

3.1. Our estimate is an offer to do the work it describes on these terms. It stays open for 28 days unless we withdraw it first by telling you before you authorise. You accept it by authorising the work by phone, email, text or in writing, after we have directed you to these terms on our website or given you a copy or both.

3.2. The contract is made at that moment, when you authorise the work, and not when we later confirm it or start. If no estimate has been given, the contract is made when you authorise the work and we agree to take it on. A job-specific price, scope or date agreed in the estimate or in our confirmation prevails over these terms if they conflict. These terms prevail over any terms you proffer.

3.3. Please read these terms before you authorise. By authorising, you confirm that you have had a reasonable opportunity to do so, that you deal as a business and not as a consumer, and that the person authorising has authority to bind you. Our confirmation records the contract already made; it does not make it

3.4. We will send an email or SMS confirmation where we have your details, identifying the terms version. You should tell us at once if it is wrong. A mistake in the confirmation does not change what you authorised.

3.5. No change to these terms is effective unless it is in writing and signed by a director or other authorised officer. A service adviser may agree a job-specific price or scope, which we will confirm by email, SMS or on the job record.

4. ESTIMATES AND PRICE

4.1. An estimate is our offer to do the work it describes, on the price basis set out in this clause and clause 5. It is valid for 28 days unless we withdraw it before you authorise and is given in good faith from what can be seen without a full strip. It is not a fixed quotation unless the document is headed quotation and is signed for us. Prices for business customers are plus VAT unless stated otherwise.

4.2. The price for authorised work is the estimate, or if there is no estimate a reasonable price for the work and parts. We may revise an estimate before you authorise it. After you authorise it, we will not increase the price except where clause 5 applies, or where you change the job, or where a part we priced is no longer available and a reasonable substitute costs more. We will tell you before we fit the substitute.

5. EXTRA WORK AND OUR RIGHT TO STOP

- 5.1.If we find that further work, parts or time are needed, we will stop and contact you, with a revised estimate where practicable, before doing that further work.
- 5.2.We may carry out the minimum work reasonably necessary to make the vehicle safe, or to meet a legal requirement, without prior authority if we cannot contact you in time. We will tell you what we did as soon as we can, and we may charge a reasonable price for it.
- 5.3.Investigation, strip-down and reassembly are chargeable if they were included in the booking or the estimate, or if we told you before we started that diagnosis would be charged if you did not proceed.
- 5.4.We may decline a job, or withdraw an estimate, at any time before you authorise it. After you have authorised it we may stop if the vehicle is unsafe to work on, you do not give an authority we have reasonably asked for, parts are unavailable, or any sum due by you is overdue. Stopping in those cases is not a breach.

6. WHO CAN INSTRUCT US AND COLLECT

- 6.1.An instruction binds you if it is given by a director, owner, transport manager or other person you have held out as able to book work, or by a driver or other person you permit to present or collect the vehicle. We may ask for a purchase order or a named contact. We may refuse an instruction if we are not reasonably satisfied of authority.
- 6.2.We may release the vehicle to you, to a named contact, or to a person who produces the job reference and whom we reasonably believe has your authority. We will record the name of the person collecting. We are not liable for release to that person unless we knew, or ought reasonably to have known, that the person lacked authority. This does not exclude liability for our negligence where that exclusion would be unlawful.

7. YOUR RESPONSIBILITIES

- 7.1.You warrant that you own the vehicle or have the owner's, keeper's and any finance company's authority to leave it with us, to authorise the work, and to agree these terms.
- 7.2.You will tell us of known faults, warning lights, modifications, previous failed repairs, and anything that makes a road test unsafe.
- 7.3.You will remove cash, documents and valuables. Personal items are left at your risk unless we agree in writing to store them.
- 7.4.You will co-operate, provide access and keys, and respond promptly to a request for authority. Delay caused by you extends our time and may be charged at a reasonable rate if the vehicle occupies a bay or if we have reserved labour.

8. PARTS

- 8.1.We may fit new, reconditioned or pattern parts of satisfactory quality, unless you have asked in writing for a stated brand and we have agreed.

8.2. Parts we supply remain our property until we receive cleared payment for them.

8.3. Old parts become our property, to dispose of or return under an exchange or warranty, unless you ask for them before work starts and it is lawful for us to release them.

8.4. We may refuse customer-supplied parts. If we fit them at your request, we are not liable for a defect in those parts, and our workmanship promise does not cover them. We may charge for programming, coding and calibration.

9. TIME

9.1. Any date we give is an estimate. Time is not of the essence. We will carry out the work within a reasonable time and tell you of material delay.

9.2. We are not liable for delay caused by parts availability, a test-station slot, your failure to authorise, or an event outside our reasonable control. Nothing in this clause excludes liability for delay caused by our negligence, to the extent that exclusion would be unlawful. Clause 20 limits what that liability can be.

10. PAYMENT

10.1. Unless a written credit account has been opened, all charges are payable in cleared funds before collection. We may take cash, debit or credit card, or bank transfer. We do not surcharge a personal (non-commercial) debit or credit card, or any other payment method on which a surcharge is prohibited, whoever the customer is. Any charge for using a commercial card will be stated before you pay and will not exceed the direct cost to us of accepting that card.

10.2. On an approved credit account, payment is due 30 days from the end of the month in which the invoice is dated, unless we agree otherwise in writing. We may close or suspend an account at any time, and we may require payment before collection on future jobs.

10.3. Please raise any query in writing, with reasons, within 14 days of the invoice so that we can investigate it promptly. You will pay the undisputed balance on the due date. Raising a query, even after 14 days, does not by itself extinguish a claim.

10.4. Overdue sums carry statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998. We may suspend work and withhold vehicles lawfully in our possession while any sum is overdue.

11. DEPOSITS AND SPECIAL-ORDER PARTS

11.1. We may require a deposit against labour or parts before we start or before we order.

11.2. If you cancel after we have ordered a special-order or non-returnable part, you will pay the cost of that part and any reasonable handling charge, less the deposit. We will return a deposit to the extent it exceeds sums properly due.

12. RISK AND INSURANCE WHILE THE VEHICLE IS WITH US

12.1. You remain responsible for insuring the vehicle and its contents. Risk in parts we supply passes on fitting, but title does not pass until payment.

12.2. While the vehicle is in our possession we will take reasonable care of it as a bailee for reward.

12.3. We will hold motor-trade insurance of a kind customary for a workshop of our size. Our insurance is not a substitute for yours, and it does not cover loss of use.

13. LIEN

13.1. We have a particular lien over the vehicle for all unpaid charges relating to that vehicle, including diagnosis, storage and the cost of enforcing the lien.

13.2. If you have a credit account, you also grant us a general lien over any vehicle you own and leave with us, for sums overdue on the account.

13.3. The general lien does not apply to a vehicle we know is owned by a finance company or other third party, and it does not apply to personal contents.

13.4. We may charge the storage rate in clause 14 while a lien is exercised, unless the sum is genuinely disputed and you are cooperating in the dispute.

14. COLLECTION, STORAGE AND SALE

14.1. We will tell you when the vehicle is ready. Please collect it within three working days. After that, storage is £25 plus VAT for each day or part day until collection or sale, unless the delay is solely our fault. Storage is not a penalty. It is the charge for continued bailment.

14.2. If the vehicle remains uncollected after we have told you it is ready, we may give you written notice to take delivery.

14.3. A sale of an uncollected vehicle will be carried out only as allowed by sections 12 and 13 of, and Schedule 1 to, the Torts (Interference with Goods) Act 1977.

14.4. The notice of intended sale will be in writing, sent by registered post or recorded delivery to your registered or principal office if you are a company, or otherwise to your last known address.

14.5. It will state our name and address, the vehicle and where it is held, the date on or after which we propose to sell, and the sum due that became payable before the notice.

14.6. Where a sum became due before the notice, the period before sale will be at least three months from the notice; otherwise it will be long enough to give you a reasonable opportunity to take delivery.

14.7. We will not give notice, or sell under a notice, while we know that you are disputing all or part of the sum claimed. We will not sell unless we are reasonably satisfied that you own the vehicle, and we will take reasonable steps, including a keeper and finance check, to establish that.

14.8.If we cannot trace you after taking reasonable steps, we may sell as section 12(3)(b) of the Act permits.

14.9.We will sell by the best method reasonably available in the circumstances and account for the proceeds, less the costs of sale and the sums due to us under these terms.

15. ROAD TESTING

15.1.You authorise us to move the vehicle in the yard and to road test it, by a driver permitted under our motor-trade policy, so far as reasonably required for diagnosis, repair or a quality check.

15.2.We will not road test a vehicle we believe is unroadworthy. Tell us in writing before we start if you do not agree to a road test. Unless we agree otherwise, service work follows the manufacturer's schedule.

16. SUBCONTRACTING

We may subcontract specialist work, testing or recovery. We remain responsible for subcontracted work we have agreed to supply, subject to clause 20.

17. WORKMANSHIP

17.1.We will carry out the work with reasonable care and skill.

17.2.In addition, work we actually carry out is warranted against failure due to defective workmanship for two months or 1,500 miles, whichever comes first, provided you tell us promptly and return the vehicle.

17.3.The promise does not cover wear, misuse, an undisclosed modification, a customer-supplied part, or a fault we told you we had not been able to trace.

17.4.It does not cover progressive investigation of a fault outside the work we did.

17.5.Parts carry the benefit of any warranty we receive from the supplier, so far as we can pass it on. This clause is a remedy promise. It does not exclude the duties that the law implies and that cannot lawfully be excluded.

18. HGV MOT AND PREPARATION BOOKINGS

18.1.An HGV booked for MOT preparation is reserved for three working days of preparation and one working day for the test, unless we agree otherwise.

18.2.Cancel or rearrange in writing at least 10 days before the first reserved day. If you do not, or if the vehicle does not attend on the first preparation day without prior notice, you will pay the missed-attendance charge stated on the booking confirmation.

18.3.If no figure is stated, the charge is £150 plus VAT. We will reduce the charge to the extent we refill the slot. This clause does not limit the claim for special-order parts already purchased.

19. CANCELLATION BY YOU

19.1. You may cancel authorised work before we start it, and you will pay for parts already ordered that we cannot reasonably return, and for any slot charge under clause 18.

19.2. After we have started, you may stop further work, and you will pay a reasonable price for work done, parts fitted or ordered, and reassembly needed to return the vehicle safely.

20. LIABILITY

20.1. Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited.

20.2. Subject to that, we are liable for loss of or damage to the vehicle caused by our negligence, up to the market value of the vehicle at the time of the loss.

20.3. We are not liable for loss of profit, loss of contracts, loss of anticipated savings, hire of a replacement vehicle, or other indirect or consequential loss, whether or not we were advised of the possibility.

20.4. Any other liability arising out of the job is limited to the charges paid or payable for that job.

20.5. We are not liable for loss caused by a defect in a customer-supplied part, by information you gave us that was wrong, or by a fault we reported and you instructed us not to repair. Subject to the first paragraph of this clause, we are not liable for personal contents unless we agreed in writing to store them and the loss was caused by our negligence.

21. INDEMNITY

You will indemnify us against loss, damage and reasonable costs we suffer because the vehicle was not yours to leave with us, or because of your fraud, negligence or breach of these terms, except to the extent caused by our negligence.

22. EVENTS OUTSIDE OUR CONTROL

22.1. We are not in breach for delay caused by an event outside our reasonable control, including supplier failure, utility failure, fire, flood, industrial dispute, or a change in law.

22.2. If the event continues for more than 30 days, either party may end the unperformed part of the job, and you will pay for work done and parts supplied. This clause does not excuse a failure to take reasonable care of a vehicle already in our possession.

23. DATA PROTECTION

23.1. We use contact and vehicle details to perform the contract, keep service records, and meet legal duties. We may share them with a test station, parts supplier or subcontractor for that purpose.

23.2.Details of how long we keep them, and of your rights, are in our privacy notice, available at the workshop and on request.

24. NOTICES

25. Ordinary notices may be given by hand, post, email or SMS to the details last given to us, and are treated as received the next working day if posted and on the day of sending if emailed or texted on a working day before 5pm.

26. A notice of intended sale must be given as clause 14 requires: by registered post or recorded delivery to the address stated there.

27. GENERAL

27.1.These terms, the estimate and our confirmation are the whole agreement for the job.

27.2.Neither party has relied on a statement that is not written there, except that nothing excludes liability for fraud.

27.3.A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce these terms, except that a finance company or owner may be told of a lien.

27.4.If any term is unenforceable, the rest remain in force.

27.5.A delay in enforcing a right is not a waiver.

27.6.These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.