



car commercial, full maintenance service & repairs
mot preparation, electrical faults & repair

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HALES COMMERCIAL LTD

CONSUMER TERMS AND CONDITIONS

PLEASE READ THESE POINTS BEFORE YOU AUTHORISE ANY REPAIRS

178 Crow Lane, Romford, Essex, RM7 0ES

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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 are for consumers: individuals acting wholly or mainly outside their trade, business, craft or profession. If you are booking for a business, you should be given or redirect to our Business Terms 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 there is any doubt, these terms apply. If we have sent you these terms by mistake and you were in fact booking for a business, these terms will still apply to that contract.

2. YOUR LEGAL RIGHTS

- 2.1. The Consumer Rights Act 2015 says that work we do must be carried out with reasonable care and skill, within a reasonable time, and at a reasonable price if we have not agreed one.
- 2.2. Parts we supply must be of satisfactory quality, fit for a purpose you have told us about, and as described.
- 2.3. Nothing in these terms takes away or limits those rights, or any other right you have that the law says cannot be limited. You can get free help from Citizens Advice.
- 2.4. The estimate lasts 28 days. It is our best view, not a ceiling, if further faults appear. We will ask you before doing extra work, unless we must do something at once to make the vehicle safe.
- 2.5. The price we give a consumer includes VAT. We do not add a fee for paying by personal debit or credit card.
- 2.6. Please pay before you collect, unless we have agreed otherwise in writing.
- 2.7. Please collect within three working days of us telling you the vehicle is ready. After that, storage is £25 a day including VAT.
- 2.8. We can keep the vehicle until the charges for that vehicle are paid.
- 2.9. If you authorise by phone or email, you may have a 14-day cancellation right. Clause 16 explains this

3. HOW WE AGREE THE WORK

- 3.1. You can authorise by phone, email, text or in person, after we have pointed you to these terms on our website or given you a copy or both.
- 3.2. Our estimate is our offer to do the work it describes, and the contract is made when you authorise the work, not when we later confirm it or start.
- 3.3. Before you authorise, we will give you, or make available on the estimate or on our website, the price or estimate basis, the main terms and your cancellation information under clause 16.

3.4. We may then send confirmation by email or text to the details you give us, before we start any work. It will set out the job, the price basis, and a link to these terms.

3.5. The confirmation records the contract; it does not make it. Please tell us straight away if it is wrong.

3.6. Only you, or a person you have named to us, can authorise extra work or collect the vehicle. We may ask for the job number. We will not rely on a stranger who simply arrives with the keys.

4. ESTIMATES AND EXTRA WORK

4.1. An estimate is our offer to do the work it describes. It is valid for 28 days unless we withdraw it before you authorise. It is based on what we can see.

4.2. If we need to strip the vehicle to find the fault, we will tell you the diagnostic charge before we start, and that charge is payable even if you decide not to have the repair done. Strip-down and reassembly are included in that charge only if we said so.

4.3. If we find more work is needed, we will contact you and wait for your authority, unless a short delay would be unsafe.

4.4. Immediate safety work will be limited to what is reasonably necessary, and we will tell you what it was and what it cost as soon as we can.

4.5. You do not have to agree to any other extra work. If you do not, we will reassemble the vehicle so it can be collected and charge the diagnostic price we told you about.

4.6. We may refuse a job or withdraw an estimate at any time before you authorise it. Once you have authorised it, we may stop only if the vehicle cannot safely be worked on, or if we cannot get parts within a reasonable time.

4.7. If we stop for that reason we will explain why and charge only for work you have already authorised and we have done.

5. PRICE AND PAYMENT

5.1. Consumer prices include VAT. Payment is due when we tell you the vehicle is ready, and before collection, in cash, by personal debit or credit card, or by bank transfer.

5.2. There is no surcharge for a consumer card or an electronic payment service.

5.3. We may ask for a deposit before we order parts.

5.4. If you cancel outside your 14-day right under clause 16, we will return the deposit less our actual cost of special-order parts that we cannot return, and less any work already done with your agreement.

5.5. If you think an invoice is wrong, tell us in writing within 14 days, or later if you have a good reason. We will look at it.

5.6. You should pay the part that is not in dispute. Missing the 14 days does not remove your legal rights.

5.7.If a sum you owe us is overdue, we may charge interest on it at 4% a year above the Bank of England base rate, from the due date until payment.

6. TIME

6.1.Any date we give is our best estimate.

6.2.The law says we must do the work within a reasonable time. We will tell you if parts or a test slot will cause a material delay.

7. PARTS

7.1.We will supply parts of satisfactory quality. We may use new or reconditioned parts unless we have agreed a brand with you.

7.2.Parts remain ours until you have paid for them.

7.3.Removed parts become ours unless you ask for them before we start, or they have to go back under an exchange or warranty.

7.4.If you ask us to fit a part you supply, we will not be responsible for a fault in that part. Our duty to fit it with reasonable care is not affected.

8. LOOKING AFTER YOUR VEHICLE

8.1.From the time we accept the vehicle until you collect it, we will take reasonable care of it.

8.2.We hold motor-trade insurance. That insurance does not cover cash, documents or valuables, so please take them with you.

8.3.We are not liable for cash, documents or valuables left in the vehicle unless we agreed to look after them.

8.4.This does not reduce our duty to take reasonable care of the vehicle and of the ordinary items normally kept in it.

8.5.You confirm that you own the vehicle or have the owner's permission to leave it with us and to authorise the work.

8.6.Please tell us about warning lights, modifications and anything that makes a road test unsafe.

9. ROAD TESTING

9.1.You agree that we may move the vehicle on our premises and road test it, where that is reasonably needed to diagnose, repair or check the work, using a driver covered by our trade insurance.

9.2.We will not road test a vehicle we believe is unroadworthy. Tell us before we start if you do not want a road test. Unless we agree a different job with you, a service follows the manufacturer's schedule.

10. OUR WORKMANSHIP PROMISE

10.1. As well as your legal rights, we will put right work that fails because of our defective workmanship, for two months or 1,500 miles, whichever comes first, if you tell us promptly and bring the vehicle back.

10.2. This promise does not cover wear and tear, misuse, a part you supplied, or a fault we told you we had not traced.

10.3. It is in addition to your rights under the Consumer Rights Act 2015.

11. COLLECTION AND STORAGE

11.1. We will tell you by phone, email or text when the vehicle is ready.

11.2. Please collect it within three working days.

11.3. If you do not, we charge storage of £25 a day including VAT, from the end of those three working days until you collect.

11.4. We will not charge storage for days on which you could not collect because of our fault.

11.5. The £25 figure is a genuine charge for keeping the vehicle, and it is drawn to your attention in the estimate and in the ready-for-collection message.

12. IF YOU DO NOT COLLECT, AND OUR LIEN

12.1. We may keep the vehicle until the charges for the work, parts and storage on that vehicle are paid.

12.2. We will not keep it against an unrelated debt, and we will not keep personal belongings as security.

12.3. If the vehicle stays uncollected after we have told you it is ready, we may send you a written notice to collect it.

12.4. If it is still not collected, we may sell it, pursuant to sections 12 and 13 of, and Schedule 1 of the Torts (Interference with Goods) Act 1977.

12.5. Before any sale we will send you a written notice of intended sale by registered post or recorded delivery to your last known address.

12.6. It will give our name and address, say where the vehicle is held, state the date on or after which we propose to sell, and state what is owed.

12.7. If money was already due when we send the notice, that date will be at least three months after it; otherwise it will give you a reasonable time to collect the vehicle.

12.8. We will not send the notice, or sell, while you are disputing all or part of the bill.

12.9. We will not sell unless we are reasonably satisfied that you own the vehicle, and we will check this before we sell.

12.10. We will sell by the best method reasonably available and pay you any balance after the debt and the reasonable costs of sale.

13. DAMAGE AND OUR LIABILITY

- 13.1. We do not exclude our responsibility if we fail to take reasonable care and the vehicle is lost or damaged as a result.
- 13.2. We are not liable for loss that we did not cause, or for loss caused by a part you supplied or by a fault you told us not to repair.
- 13.3. We do not limit liability for death or personal injury caused by our negligence, or for fraud.
- 13.4. Any other limit applies only so far as the Consumer Rights Act 2015 allows it. We are not responsible for indirect loss that the law does not require us to pay.

14. HGV AND MOT BOOKINGS

- 14.1. If you book an HGV for MOT preparation as a consumer, we will tell you the reserved days and any cancellation charge before you book.
- 14.2. A cancellation charge will reflect the slot we cannot refill. We will not apply a charge we did not state.

15. CANCELLING A PHONE OR EMAIL BOOKING

- 15.1. If you authorise the work by phone, email or other distance means, you normally have 14 days to cancel, starting the day after you authorise the work (which is when the contract is made), under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 15.2. You can cancel by any clear statement.
- 15.3. We will not start work during the 14 days unless you expressly ask us to.
- 15.4. If you ask us to start and then cancel, you will pay an amount in proportion to what we have done up to the time you told us you were cancelling, compared with the whole job.
- 15.5. It is calculated on the agreed price or, if that price is excessive, on the market value of what we have done.
- 15.6. If the work is fully finished within the 14 days, after authorisation, you would lose the right to cancel once the work was fully performed, the right ends when the work is finished.
- 15.7. The exception for urgent repairs applies only where you have specifically asked us to visit you to carry out urgent repairs or maintenance. If you bring or send the vehicle to our workshop it will not normally apply, and it never covers extra work or parts you did not ask for at the start.
- 15.8. If you cancel before we start, we will refund what you have paid. If you cancel after we have started, we will refund what you have paid less the amount due under this clause.
- 15.9. We will refund within 14 days of you telling us you are cancelling, by the same payment method where we can.

15.10. This clause is about your statutory 14-day right only; clause 6 deals with special-order parts if you cancel outside it.

16. IF SOMETHING GOES WRONG

16.1. Please tell us, within 14 days of collection, and give us a chance to inspect and to put the work right.

16.2. You may also use an alternative dispute resolution scheme if we agree to it..

16.3. Nothing in this clause is a deadline that removes your statutory rights.

17. DATA PROTECTION

17.1. We use your name, phone number, email and vehicle details to do the job, keep a service record and meet legal duties.

17.2. We may share them with a test station or parts supplier for that purpose.

17.3. Ask us for our privacy notice if you want the details of retention and your rights.

18. GENERAL

18.1. We may subcontract a specialist test. We remain responsible for that work.

18.2. If something outside our control delays us, we will tell you and the time is extended.

18.3. Only a director can change these printed terms.

18.4. A change to the price or the job can be agreed by email or text.

18.5. English law applies.

18.6. If any term is deemed unfair or illegal it will not apply, and the rest of the terms will in so far as they are not affected by that term.