



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

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Terms and Conditions

We (The Company/Hales Commercial) accept vehicles in order to provide Goods and/or Services. Services include, but is not limited to; repairs, inspection, determining and estimating repairs, storage, garaging or pending sale or for any other purpose. The provision of Goods and Services are subject to the following terms and conditions (in addition to any conditions stated on the front);

Orders/Estimates/Deposits;

1. Estimates are valid for 28 days from the date given. If instructions are not received from a customer (in response to an estimate rendered) within 28 days, Hales Commercial may invoice for reasonable storage charges from the date the vehicle was received until its collection. (Note; - Hales Commercial does not, as a general rule, make any such charge for garaging pending instructions if the repairs are ultimately carried out by the Company and duly paid for).
2. (i) All estimates by Hales Commercial are subject to change caused by variations to the company of labour, material and spare parts at the date of estimate. In the event of any variation occurring before or after acceptance of the estimate, Hales Commercial may, if it deems fit, require the Customer to pay on completion of the work any increase due to such variation.
 (ii) If no estimate is provided or if part of the work covered by the estimate is carried out Hales Commercial shall be entitled to charge a reasonable and proper price for the work done (including any stripping down leading to determination as to the practicability or otherwise of any work and reassembly) and for materials and parts supplied.
 (iii) Hales Commercial may refuse to carry out all or part of any work for any reason whether or not an estimate has been provided. Variations to estimate, the scope of the repair or work, the prices chargeable shall be subject to all these terms and conditions, and so that any such variation shall not be deemed to constitute or create a new or separate contract.
3. Orders received, for Goods and/or Services, from any driver employed by The Customer, or by any person who is reasonably believed to be acting as the Customers agent, or by the order of any person to whom the Company is entitled to make delivery of the vehicle, shall be binding upon the Customer.
4. Hales Commercial may demand a deposit to cover labour or the cost of parts to be used before commencing any work. The Customer shall co-operate with the Company in all matter relating to the Services.

Delivery/Completion;

5. Every effort will be made to provide the Goods and/or Services by the estimated time, but Hales Commercial shall not be liable for any delay in completing the Goods and/or Services. Time shall not be of the essence in respect of this clause. Risk passes on delivery or where relevant on collection.

Payment;

6. Payment for all Goods and/or Services, Repairs and/or parts supplied is due on completion of work, the Goods and/or Services, repair is completed for the purpose of these terms and conditions when notice has been given that the vehicle is ready for collection. All Goods and/or Services shall remain the absolute and unencumbered property of Hales Commercial until such time as the Company has received cleared payment in full from the Customer in respect of such Goods and/or Services. Cheques will be accepted only within limits of a valid banker's card.
 - a) Cash Customers. Unless other arrangements have been agreed in writing, all repairs & charges must be paid in full before collection. Payment can be made in cash or by Debit / Credit Card. Handling charges for Credit Cards will be applied at the rate applicable.
 - b) Account Customers. Unless other arrangements have been made, all payments are within thirty days from the end of the month in which the invoice is raised in. Payment can be made by cash, credit / debit card or BACS.
7. Hales Commercial shall have a general lien on all of the Customers vehicles and all their contents for all monies owing to Hales Commercial by the Customer on any account whatsoever. The Company shall be entitled to reasonable storage charges during any period in which the vehicle is retained by virtue of the lien.

8. If the Customer's indebtedness to the Company is not satisfied within two months from the date of invoice to the customer, the Company may without notice, sell any vehicle owned by the Customer and/or the contents thereof by public auction or private treaty. The net proceeds of the sale shall be applied towards satisfying monies due from the Customer to the Company and any balance shall be paid by the Company to the Customer on demand.

9. Any monies that are outstanding will be charged 10% of the total payment.

Invoice and work queries;

10. Any query regarding work carried out by the company or the invoice MUST BE CONFIRMED, IN WRITING, TO THE COMPANY within 14 days of the invoice date.

Collection;

11. Where in any case a driver who, so far as the Company is aware has the authority to collect the vehicle, collects the same, the Company shall not be responsible to the Customer for any loss or damage resulting, on the grounds that such driver had in fact no such authority and this notwithstanding that delivery may have been made without payment of the Company's account. It shall not be obligatory upon the Company to seek confirmation of the authority of any person reasonably believed to be then, or to have been at some time, connected with the customer.

12. If a vehicle is not collected, and the Company charges are not paid within the credit terms, Hales Commercial will charge £25.00 per day for storage costs in respect of the vehicle from the date of completion of the repairs until collection or disposal under Section 8 hereof or as the case may be.

Limitation of Liability;

13. Where the Customer is not a consumer, all statements conditions or warranties as to quality of the Goods of their fitness for purpose whether expressed or implied by law or otherwise are hereby expressly excluded. Where the customer is not a consumer, all statements, conditions or warranties as to performing the Service to a reasonable standard of care whether expressed or implied by law or otherwise are hereby expressly excluded.

14. The company is not responsible for loss of damage to vehicles or other property whatsoever or however occasioned, except when such loss or damage is caused by the sole negligence or deliberate act of the Company or its servants. Under no circumstance will Hales Commercial accept liability for loss or damage outside its control or for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss.

General;

15. In connection with any inspection, repair, or contemplated repair, other services or any purpose for which a vehicle is accepted by the Company. The Customer is deemed, unless express notice in writing is given to the contrary, to have authorised the driving of the vehicle on the road or elsewhere.

16. The customer shall be entitled to the benefit of any warranty to which the Company is entitled as against the manufacturer of parts & materials supplied or any sub-contractor. All work carried out by the Company is warranted against failure due to defective work for a period of two months/1500 miles, whichever occurs first. This warranty extends only to repairs actually undertaken & does not cover progressive fault diagnosis. It does not affect any statutory rights.

17. Any notice to the customer posted to their last known address shall be good notice.

18. Unless otherwise dated, all service work undertaken is carried out in accordance with the manufacture's schedule.

19. The customer shall be liable to pay Hales Commercial on demand, all reasonable costs, charges or losses sustained or incurred by the Company arising directly or indirectly from the Customer's fraud, negligence or failure to perform or delay in the performance of any of its obligations under the terms and conditions.

20. If the company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the customer, its agents, Sub-contractors, consultants or employees. The Company shall not be liable for any costs, charges or losses sustained or incurred by the customer arising directly or indirectly from such prevention or delay.

21. No alteration or qualification of these printed terms & conditions shall be effective unless in writing, signed on behalf of the Company by a director or a duly authorised officer of the Company. No other person has any authority to alter or qualify in any way the above printed conditions or to enter into any contract for repair for any of the purposes set out in the preamble above on behalf of the Company otherwise than on such conditions.

22. Save where the context forbids. The expression 'vehicle' wherever used in these conditions includes car, lorry, van, trailer, caravan, invalid carriage & cycle & as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter, battery & each and every component of a vehicle.

Replacement Parts;

23. All parts replaced, other than those exchanged replacement parts, or those subject to a warranty claim, become the property of the Company unless the customer requests their return prior to commencement of repairs. All parts supplied remain the property of the Company until the customer pays in full for such parts. Failure to pay will result in the Company recovering the parts and any costs associated with the removal.

NOTICE

Customers are strongly advised to remove all items of value not connected with the vehicle when leaving it on Hales Commercial premises. Since the company cannot accept liability for any loss or damage to the same except in consumer transactions when this is shown to have been caused by lack of reasonable care on the part of the company.

I..... can confirm that I/we have read and accept the Terms & Conditions of Hales Commercial Ltd.

For and upon behalf of:.....

Date:.....

Position held at company:.....