**Job Terms and Conditions For Customers**

In these terms, the “Company” means Underwood Motor Company Ltd and the “Customer” means the person or body who has authorised the job by signing this form.

1. The Customer hereby authorises the above services and/or repairs to be carried out incorporating any parts and materials as required to perform the job.
2. All work is agreed on an estimate basis as set out above. Any estimate is based on the costs of labour and materials relevant at the date the Job Card is signed and the Company reserves the right to alter the charges to meet any variations in costs (for example, increases in materials, labour rates or any other costs outside the Company’s control).
3. Should any additional labour, parts or materials be found to be necessary while the work is being carried out, additional charges may be added. Where the cost increase is substantial, the Company will contact the Customer to obtain their authorisation and if deemed appropriate an amended Job Card will be sent for signing by the Customer.
4. The Company shall give the estimated time for the service or repair of a vehicle and shall make every e ort to inform the Customer if this estimated time cannot be met, although the Company can accept no responsibility for delays outside its control.
5. Payment in respect of any work undertaken or parts supplied shall be made by the Customer to the Company on or prior to collecting the vehicle.
6. The Company retains a legal lien over the Customer’s vehicle and retains ownership over all goods and services provided until such time as full payment has been made by the Customer to the Company (such payment must be received and cleared in the Company’s bank account). Until such time as payment is made, the Company shall not be obliged to release the vehicle to the Customer.
7. The Customer understands that payment can only be made by debit / credit card or direct bank transfer. No cash payments over £250 will be accepted. No cheques are accepted.
8. Except where the Customer is acting as a Consumer, in so far as liability may be placed upon the Company by the Consumer Rights Act 2015 or any other statutory provision, no warranty is given or implied as to the quality of Goods or Services or their fitness for any particular purpose whether known to the Company or not.
9. The Company will, however, without prejudice to its right in these terms and in law, correct faults in services carried out by the Company occurring exclusively by reason of the Company's omission or negligence where it is shown to be such to the Company's satisfaction.
10. The Company's obligations under clause 9 shall be mitigated or removed if any defect is caused or worsened by any of the following:-
11. Failure to immediately notify the Company of the defect.
12. Failure to afford the Company opportunity to rectify the problem.
13. Subjecting the goods to misuse, negligence or accident or using the vehicle for r acing, rallying or similar sports.
14. Installation of a part into the goods not approved by either the manufacturer or the Company or altering them in a way not approved by either the manufacturer or the Company.
15. Failure to adhere to maintenance instructions regarding the care, treatment or upkeep of the goods, or in failing to have servicing and preventative maintenance carried out as recommended by either the manufacturer or the Company.
16. The Company will not fit parts supplied by the Customer and will only use authorised suppliers.
17. The Company and its employees and agents are expressly authorised to use the Customer's vehicle on the highway and elsewhere for all purposes in connection with the work outlined. The Company undertakes to take reasonable care of the vehicle so used, and to provide legally required insurance of the vehicle.
18. If, following the completion of services the Customer's vehicle(s) is left at the Company's premises or the premises of the Company's agent, then the Company reserves the right to make a reasonable daily charge for the storage of the vehicle or vehicles.
19. Where the Customer has requested an MOT arrangement, the Customer accepts that the Company will not be liable for any loss or damage to the vehicle whilst the vehicle is in possession of the third party MOT provider.
20. Where applicable, where the Customer is acting as a Consumer, if this Agreement has been conducted without any face-to-face contact between the Company and the Customer, or anyone acting on each party's respective behalf, the Customer has the right to cancel this Agreement without giving any reason. The cancellation period will expire 14 days from the day on which the Customer first instructs the Company to carry out the service and no service can be performed within this period unless the Customer expressly requests the Company does so. It should be noted:
    1. To exercise the right to cancel, the Customer must inform the Company of their decision to cancel this Agreement in writing by clear statement (e.g. a letter sent by post or email)
    2. If the Customer requests any service to be provided during the 14-day period then they will lose the right to cancel this Agreement. The Customer shall pay the Company an amount which is in proportion to that service performed until they communicated their cancellation of the Agreement.
    3. If the Customer cancels this Agreement, the Company will reimburse to the Customer all payments received from the Customer under this Agreement, without undue delay, and not later than 14 days from return of any goods belonging to the Company held by the Customer.
21. All queries and complaints pertaining to an invoice must be made within 5 working days of issue of an invoice quoting the invoice number.
22. All formal/written complaints relating to the Company, its staff or services must be brought to the attention of a Director of the Company in writing.
23. The Company will hold Customer information in accordance with its Privacy Policy which can be found on the Company website - [www.underwoodmc.com](http://www.underwoodmc.com)