

TREETON AUTO SERVICES

TERMS AND CONDITIONS OF BUSINESS

1. Definitions

- 1.1 "Business", "We", "Us" or "Our" means Treeton Auto Services, Unit 1B, Canklow Meadows Industrial Estate, West Bawtry Road, Rotherham, S60 2XL.
- 1.2 "Customer", "You" or "Your" means the person or business contracting with us for the supply of goods and/or services.
- 1.3 "Consumer" means an individual acting wholly or mainly outside their trade, business, craft or profession.
- 1.4 "Vehicle" means any vehicle delivered to us for inspection, diagnosis, repair, servicing, maintenance, MOT-related work or any other services.
- 1.5 "Goods" means any parts, components, materials or products supplied by us.
- 1.6 "Services" means any labour, inspection, testing, repair, maintenance, servicing, recovery or related work carried out by us.

2. General

- 2.1 These Terms and Conditions apply to all work undertaken by us unless otherwise agreed in writing.
- 2.2 By requesting work, authorising repairs, accepting a quotation or delivering a vehicle to us, you agree to these Terms and Conditions.
- 2.3 Any variation to these Terms must be agreed in writing.
- 2.4 Nothing in these Terms excludes or limits any statutory rights available to consumers under applicable law, including the Consumer Rights Act 2015.

3. Estimates and Authorisation

- 3.1 Estimates are valid for 14 days unless otherwise stated.
- 3.2 Estimates are based on information available at the time and may change if additional faults are discovered during inspection or repair.

3.3 We will seek authorisation before carrying out additional work wherever reasonably practicable.

3.4 Authorisation may be provided verbally, by email, text message, electronic message or signature.

3.5 Diagnostic investigations may reveal faults requiring further inspection and additional charges.

4. Prices and Payment

4.1 All prices are inclusive of VAT where applicable unless otherwise stated.

4.2 Payment is due immediately upon completion of work and prior to release of the vehicle unless otherwise agreed.

4.3 We reserve the right to retain possession of a vehicle until all sums due have been paid in full.

4.4 We may charge interest on overdue amounts at 4% above the Bank of England base rate.

4.5 The Customer shall be responsible for all reasonable costs incurred in recovering unpaid sums.

5. Parts and Materials

5.1 Parts supplied may be new, reconditioned or remanufactured unless otherwise agreed.

5.2 Any parts replaced may be retained by us for warranty or disposal purposes unless requested by the Customer before work begins.

5.3 Availability of parts is subject to supplier stock levels and delivery schedules.

5.4 We are not responsible for delays caused by part shortages, manufacturer backorders or transport disruptions.

6. Customer Responsibilities

6.1 The Customer warrants that they are authorised to instruct work on the vehicle.

6.2 Customers must disclose any known faults, modifications or prior repairs relevant to the work requested.

6.3 Personal belongings should be removed from vehicles before delivery.

6.4 We accept no responsibility for loss of money, valuables or personal items left within the vehicle unless caused by our negligence.

7. Collection and Storage

7.1 Vehicles should be collected promptly once notification of completion has been given.

7.2 Storage charges may apply where a vehicle remains uncollected for more than 7 days following notification.

7.3 Storage charges shall be charged at £25 per day unless otherwise notified.

7.4 Where a vehicle remains uncollected for an extended period and payment remains outstanding, we reserve the right to recover our costs and exercise any lawful rights available to us after providing reasonable notice.

8. Quality of Work

8.1 We will perform services with reasonable care and skill.

8.2 Goods supplied will be of satisfactory quality, fit for purpose and as described where required by law.

8.3 If a customer believes work is defective, they must notify us as soon as reasonably possible.

8.4 We shall be given a reasonable opportunity to inspect and, where appropriate, remedy any defect.

8.5 Warranty is personal to the Customer who commissioned and paid for the work. Any warranty provided by Treeton Auto Services is non-transferable and shall automatically terminate upon the sale, transfer or disposal of the vehicle. The benefit of the warranty may not be assigned to any subsequent owner unless otherwise agreed by us in writing.

9. MOT Testing

9.1 MOT tests are conducted in accordance with DVSA requirements.

9.2 An MOT pass certificate confirms the vehicle met the legal standard at the time of testing only.

9.3 We cannot guarantee that faults will not arise after an MOT inspection.

10. Limitation of Liability

10.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or liabilities that cannot legally be excluded.

10.2 Nothing in these Terms excludes any rights or remedies available to consumers under the Consumer Rights Act 2015.

10.3 Subject to clauses 11.1 and 11.2, our total liability shall not exceed the total amount paid by the customer for the relevant goods and services.

10.4 We shall not be liable for loss of profits, loss of business, loss of opportunity or consequential or indirect losses except where prohibited by law.

11. Force Majeure

Neither party shall be liable for delays or failures caused by circumstances beyond their reasonable control.

12. Data Protection

12.1 We process personal data in accordance with the UK GDPR and Data Protection Act 2018.

12.2 Personal information may be used for administration, vehicle servicing and repair records, invoicing, accounting, warranty administration and legal compliance.

12.3 Personal data will not be sold to third parties.

12.4 Further details are available in our Privacy Notice.

13. Electronic Communications

13.1 We may communicate estimates, invoices, work authorisations and service updates by telephone, email, SMS or other electronic means.

13.2 Electronic communications shall be considered received when transmitted unless proved otherwise.

14. Complaints

14.1 Any complaint should be made in writing as soon as reasonably possible.

14.2 We will investigate complaints fairly and seek a reasonable resolution.



15. Severability

If any provision of these Terms is found to be unlawful or unenforceable, the remaining provisions shall continue in full force and effect.

16. Governing Law

These Terms and Conditions shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Treeton Auto Services

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Rotherham

S60 2XL

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