

Cayman Auto Services Ltd Terms of Business

Payment

Cash payment or payment in cleared funds in full is required prior to completion of work done, collection or delivery. Cheques are not accepted. No credit is given. All major credit cards (Visa and MasterCard) are accepted.

Interest

If a credit account has been agreed and established and is not paid or becomes overdue, then we shall be entitled to add to the invoiced amount interest on all unpaid amounts in accordance with the Late payment of Commercial Debts (Interest) Act 1998 at the rate of interest specified therein (currently 8% pa above the Bank of England base rate), compounding monthly.

Retention

Vehicles accepted by us are subject to the provision of the Torts (Interference with Goods) Act 1977 which sets out procedures in the event of non-payment and the retention and sale by us of vehicles not collected. We reserve the right and you agree to it by submitting your vehicle to us to charge storage on vehicles that remain uncollected for more than 7 days after notification has been given to you of the vehicle's availability to the address you gave us, unless a specific agreement has been made upon delivery of the vehicle.

Notwithstanding actual delivery and the passing of risk in the goods, the legal and beneficial title to the goods shall not pass to you until we have received in cleared funds payment in full of the price of the goods and all other goods agreed to be sold by us to you for which payment is then due. Until such time as title to the goods passes, you shall hold the goods as a) our fiduciary agent and b) our Bailee and shall keep the goods separate from other property and suitably stored, protected and insured and identified as our property. If the goods are incorporated into other goods, you shall keep those other goods properly and suitably stored, protected and insured and identified as our property. You will also not permit the goods' identifying marks to be defaced, obscured or to be replaced or confused with other marks. Until such time as the legal and beneficial title to the goods pass to you in accordance with these terms and conditions you agree that we shall be entitled at any time to require you to deliver up the goods immediately to us and you shall comply and assist in any such request. If you fail to immediately comply with our requirement, you agree that we may then forthwith enter on any of your premises or any third party where the goods are stored and repossess and remove the goods with or without your permission. You agree to indemnify Cayman Auto Services Ltd and hold us harmless against any costs, claims, demands or damages incurred by or made against Cayman Auto Services Ltd (including all legal costs) in its exercise of its rights in these terms and conditions (including any claims you may have), as well as against any loss Cayman Auto Services may incur if the proceeds of sale of such goods realises less than the sums due to Cayman Auto Services in accordance with these terms and conditions.

Value Added Tax

All prices quoted are Inclusive of Vat UNLESS OTHERWISE QUOTED.

Parts Purchases

Parts specifically ordered upon your instructions cannot be returned for credit. Stock goods accepted for return against correctly executed orders will only be credited if returned within 14 days, unused in any way and in their original packaging and a 20% HANDLING CHARGE WILL BE MADE. Electrical parts will not be accepted for credit or exchange. If a part is faulty, please refer to our warranty

Warranty Work

Please retain original invoice as proof of receipt for original work undertaken covered under our warranty.

Displaced parts

All displaced parts are available for inspection or return (except in the case of warranty or service exchange items) only on your request made at the time you book the vehicle. If you wish to take advantage of this service please tell the technician or Service Receptionist at the time of booking your vehicle. Failure to do so entitles us to immediately dispose of displaced parts.

Exchange Units

Credit will be given on old units returned in clean condition within 14 days quoting the invoice number, subject to the old unit being suitable for reconditioning (to be decided entirely at our sole discretion).

Discrepancies

Claims for shortages or discrepancy in order will not be accepted unless made within 48 hours of receipt of package

Warranty

Convertible roof repairs are guaranteed for 12 months from date of repair, but only where there has been subsequent fair wear and tear and no extreme or abusive use of the vehicle or parts. In addition all parts supplied from the manufacturer are

covered by the manufacturer's warranty as stated. You agree to take action to claim directly against the manufacturer's warranties if we require it in place of any claim against us. Other parts may be sold or fitted by us carrying our own warranty in the same terms. If a part has become faulty in any way you must inform us at your earliest opportunity. The part must remain on the vehicle and the vehicle must be booked into our workshop. We will confirm the fault and arrange for any repair.

The Code of Practice for the Motor Industry

A copy is available for your inspection on request

General

These terms and conditions of sale of our servicing services and goods shall be construed in accordance with English Law. Nothing herein contained is intended to affect, nor will it affect, a consumer's statutory rights under current legislation