

Lancashire Waste Services Ltd – Terms and Conditions of Servicing and Repairs

Service and Repair Descriptions

1. Vehicle Repairs and Maintenance

1.1.1 What is included: The parts and labour required to carry out the repair or maintenance of the Vehicle (as detailed on the Quote by Lancashire Waste Services Ltd).

1.1.2 What isn't included: Any additional parts and/or labour not detailed in the relevant Quote by LWS.

1.2 Vehicle servicing

1.2.1 What is included: The parts and labour required to Service the Vehicle for the level of Service requested and referred to in your LWS Quote.

1.2.2 What isn't included: The cost of any additional parts or labour required to repair any faults or additional work identified during the Service.

1.3 MOT

1.3.1 What is included: The cost of conducting an MOT test at the premises of a Garage.

1.3.2 What isn't included: Any rectification work required in order to bring a Vehicle up to the standards required to pass an MOT or any work required following an MOT failure (unless discussed and price agreed with LWS before the Vehicle goes to a Garage for its MOT).

General Terms of Contract

2.1 Lancashire Waste Services Service and Repair Quote validity Terms and Conditions to apply

2.1.1 unless otherwise stated in writing, LWS Quote remains valid for 14 days from the date of the relevant LWS Quote. However, we reserve the right prior to the commencement of LWS Service and Repair, to notify the Customer of an immediate increase in the LWS Quote where this results in an increase in the cost of parts or any other charges beyond our reasonable control. In the event of an increase to your LWS quote. You will have the right to cancel at any time prior to our commencement of the work.

2.2 The contract governed by these Terms and Conditions is made between you and Lancashire Waste Services. Once LWS Quote has been accepted and access to the Vehicle provided then, unless additional or different work is agreed with the Customer, we will carry out the relevant Service or Repair work in accordance with these Terms and Conditions.

2.3 If the Customer would like LWS to carry out any work not shown on the LWS Quote(s) already provided, and LWS are willing to do so, we will provide a further LWS Quote and will be agreed with the Customer first. These Terms and Conditions will apply to that further or revised work.

Attendance Fees

3.1 In providing an LWS Quote we often have to rely on information provided by you.

3.2 If, following the attendance on a Vehicle by an LWS Technician, we are unable to carry out, or complete the work because it appears, in LWS Technicians opinion, that different or additional work and/or parts (not requested by the Customer or quoted in the LWS Quote provided) are required to repair or maintain the Vehicle then LWS will be entitled to;

3.2.1 not start the work and to charge an attendance fee (to cover fuel costs and travel labour).

3.2.2 if the position does not become reasonably apparent until after the work has started, to stop the work and to charge the Customer a reasonable sum for any work carried out by LWS (also covering the attendance fee).

3.3 Where LWS have agreed with the Customer to collect a Vehicle and/ or arrival at the agreed time and place of collection we cannot do so because;

3.3.1 the Vehicle is not there and/or we cannot reasonably gain access to it; or

3.3.2 the Vehicle cannot, through no fault on our part, be lawfully driven on the road for example, without restriction, because;

the Vehicle is unroadworthy, or

of the condition, or unsuitable nature of, its tyres, or

the Vehicle is not taxed,

then LWS will be entitled not to collect the Vehicle or to provide any further LWS Service and Repair, and to charge the customer an attendance fee.

Service and Repair Location

4.1 Depending on Vehicle type, work required and availability there are two options for LWS Service and Repair.

4.1.1 At LWS premises (Toy Farm, Euxton, Chorley, Lancashire PR7 6DE) where LWS Technicians have an extensive workshop facility for body refurbishments and larger repairs.

4.1.2 At location Agreed between LWS and the Customer, whether it being the Customer's premises, or any other premises/ roadside. The Customer must ensure that LWS has any necessary permission(s) from the owner or occupier of the agreed location for LWS work to be carried out there.

Please note, in either case it is the Customers responsibility to remove of any personal effects from the Vehicle before work commences.

The Customer will also be responsible for emptying any waste from any refuse Vehicles before the work commences (unless unable to do so, due to any work needed to be done by LWS).

Payments

5.1 Once LWS have completed the work/ Service/ Repairs to the Customers Vehicle, then an invoice will be sent out. Charges are to be paid within 30 days of the Customer receiving the relevant invoice. If applicable additional attendance fees, waste disposal fees will be added to the Customers invoice before being invoiced out to the Customer.

5.2 If work has been carried out on a Vehicle by LWS, and the Customer has not collected the Vehicle, or where return delivery of the Vehicle has been previously agreed, refuse to take delivery of the Vehicle following the satisfactory completion of LWS services, a charge will be levied for the storage of the Vehicle. The relevant current rate of storage for the Vehicle is available on request.

5.3 If, in the absence of any fault on LWS part, the Customers asks that LWS stop the work to the Vehicle, prior to completion the Customer will be charged for the work actually carried out at the relevant hourly rate together with any parts or consumables used.

Subcontractors

6.1 With the exception of MOTs (which can only be carried out by an MOT testing station), Lancashire Waste Services work will be carried out by an LWS Technician, or occasionally carried out by a Subcontractor. We will only accept responsibility for the actions of a subcontractor if they are acting or under instruction to provide work under these Terms and Conditions.

Parts Availability

7.1 The parts which may be required to complete work on a Vehicle, are subject to availability and LWS will inform you as soon as reasonably possible if they are not available. In such circumstances LWS will be entitled to re-arrange the time and date of the Customers appointment for servicing/ repair.

Owners Authority

8.1 When you are not the Owner of the Vehicle;

8.1.1 by instructing LWS to carry out any work in relation to the Vehicle you warrant to us that you are authorised by the Owner and Registered Keeper of the Vehicle to do so, and

8.1.2 you agree to hold us harmless and make any good losses, cost or damages which we incur as a result of any claims against us by the Owner or Registered Keeper of the Vehicle alleging that, or resulting from the fact that, you were not authorised to so instruct us and/or the provision by us of LWS Service & Repair under your direction.

Road Tests

9.1 The Vehicle may be given a road test as part of the LWS Service and Repair work.

Right to Cancel

10.1 If, with the Customers Agreement, LWS provides the Service and Repair work before the end of the cancellation period under Distance Selling Regulations 2000, your right to cancel will end as soon as LWS work commences. If bespoke or tailored parts are required to complete the work then your right ends as soon as these parts are ordered.

If you wish to cancel an appointment please ring us on 07500874144.

Rights to Refuse Service

11.1 Lancashire Waste Services has the right at any time, to refuse to provide or arrange service of whatever nature where it reasonably considers that;

11.1.1 the customer owes LWS money or have no ability to pay with respect to any services, spare parts or other matters provided or to be provided by LWS or by any third party on LWS instruction.

11.1.2 the circumstances surrounding the Vehicle, for example its location, are such that the provision of LWS service or repair, in the opinion of LWS breach of the law or of the rights of any third party, or there is a reasonably foreseeable health and safety risk to any Employee, third party, or sub-contractor.

11.1.3 the Vehicle is dangerous, overladen, or un-roadworthy condition.

Parts Warranty

12.1 Subject to clauses 12.2 below any defects on any parts provided by LWS will be covered under 12 month's warranty. Providing that;

12.1.1 if a defect arises it is reported to us within 12 months

12.1.2 you take all reasonable steps to minimise any damage the defect may cause

12.1.3 you arrange for the Vehicle to be inspected by LWS as soon as reasonably practicable after discovering the defect

12.1.4 you give us all reasonably necessary access to the Vehicle and co-operation so as to enable us to correct the relevant defect.

Please note that under this warranty

12.2.1 we will not arrange or pay for an alternative Vehicle whilst the defects are being corrected

12.2.2 this Warranty will not cover defects or damage arising from, normal wear and tear, wilful damage or negligence by the Customer, failure to follow our or the Vehicles manufacturers reasonable instructions, if the customer continues to use the Vehicle for some time after noticing the defect, if any relevant alterations were carried out without our approval, or if LWS recommended work which the Customer did not authorise then this warranty will not cover any defect or damage as a result of the work not being done.

12.3 This warranty is strictly limited to those works carried out by LWS and will not under this warranty, accept charges for any parts or work undertaken by any other garages/repairers.

12.3.1 this warranty does not apply to any tyres supplied or any windscreen repairs carried out.

Matters outside of Lancashire Waste Services control

13.1 Whilst LWS seeks to meet the service needs of its Customers at all times, its resources are finite and this may not always be possible. We will use all reasonable endeavours to complete the LWS service/repair work within the time estimates given to the Customer but cannot guarantee this. We will inform you of any delays as soon as reasonably practical.

13.1.1 LWS shall not be liable for any failure where such failure results from circumstances outside LWS reasonable control. Events which constitute circumstances outside of LWS control include (but are not limited to) fire, subsidence, flood, snow, fog and other bad weather conditions, vehicle, equipment or system failures, shortages of necessary supplies, failure of telecommunications lines or systems.

Enforcement of Terms and Conditions

14.1 Failure to enforce or non-reliance with any of these Terms and Conditions by Lancashire Waste Services on a particular occasion or occasions will not prevent LWS from subsequently relying on or enforcing them.

14.2 Save for LWS sub-contractors or agents being entitled to rely on, or enforce any provision in these Terms and Conditions that expressly refers to such sub-contractors or agents, none of these Terms and Conditions is enforceable by anyone else other than the Customer and Lancashire Waste Services. For avoidance of doubt, and without limitation to the generality of the foregoing, any rights under the Contracts (Rights of Third Parties) Act 1999, or any replacement thereof, or hereby excluded.