

TERMS & CONDITIONS OF BUSINESS

Commercial Vehicle Repair, Maintenance & Bodywork Services

Company: Northern Commercials Limited

Registered Address: Toftshaw Lane, Bradford BD4 6RB

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Effective Date: 20/04/2024

1. Definitions

In these Terms and Conditions:

“The Company”, “we”, “us” or “our” means Northern Commercials Limited.

“The Customer”, “you” or “your” means the person, company, business, fleet operator, vehicle owner or authorised representative requesting our services.

“Vehicle” means any commercial vehicle, including but not limited to vans, trucks, HGVs, buses, coaches, trailers and associated equipment.

“Services” means inspection, diagnosis, servicing, mechanical repairs, electrical repairs, bodywork, accident repairs, welding, fabrication, maintenance, recovery, MOT preparation, parts fitting and any other work agreed between the Company and Customer.

2. Acceptance of Terms

2.1 By instructing us to inspect, repair, service or otherwise work on a Vehicle, you agree to these Terms and Conditions.

2.2 These Terms and Conditions apply to all work carried out by the Company unless otherwise agreed in writing.

2.3 Any quotation, estimate, job card, work order or invoice issued by us forms part of the agreement between the Company and Customer.

2.4 Where the Customer is a business, the person instructing us warrants that they have authority to place the order on behalf of that business.

3. Estimates and Quotations

3.1 Estimates are based on the information available to us at the time and may change if further faults, damage or required work are identified.

3.2 A quotation will normally cover only the work and parts specifically identified within it.

3.3 Unless expressly stated otherwise, quotations exclude additional work, parts, specialist services, recovery, storage, diagnostics and any other costs not specifically included.

3.4 If additional work is required, we may contact the Customer for approval before proceeding where reasonably practicable.

3.5 In urgent circumstances, or where delay could cause further damage or affect vehicle safety, we may recommend or undertake necessary work without obtaining further authorisation where permitted by law.

4. Vehicle Inspection and Diagnosis

4.1 Initial diagnosis or inspection may be chargeable even if the Customer subsequently decides not to proceed with repairs.

4.2 Diagnostic charges cover our time and equipment used to identify faults and do not guarantee that the underlying fault can be identified immediately.

4.3 Some faults may require specialist diagnostic equipment, dismantling, testing or inspection before an accurate repair quotation can be provided.

4.4 The Customer accepts responsibility for providing accurate information regarding the Vehicle, its history, previous repairs and known faults.

5. Additional Repairs

5.1 During repair or inspection, we may identify additional defects or work required that was not apparent during the original assessment.

5.2 We will normally seek Customer approval before undertaking additional chargeable work.

5.3 Where immediate action is reasonably necessary to protect the Vehicle, prevent further damage or address a safety-critical issue, the Company reserves the right to take appropriate action and charge the Customer for the work undertaken, subject to applicable law.

6. Parts

6.1 Parts may be new, genuine manufacturer parts, OEM-equivalent parts, aftermarket parts or reconditioned/used parts, depending upon the Customer's requirements and what has been agreed.

6.2 Where a particular type or manufacturer of part is required, this must be agreed before the work is undertaken.

6.3 Parts remain subject to the manufacturer's or supplier's warranty where applicable.

6.4 If a Customer supplies their own parts, the Company accepts no responsibility for defects, incompatibility, incorrect specification or premature failure caused by those parts.

6.5 We reserve the right to refuse to fit Customer-supplied parts where we reasonably consider them unsuitable, unsafe or incompatible with the Vehicle.

7. Customer-Supplied Vehicles and Equipment

7.1 The Customer confirms that they have authority to instruct us to work on the Vehicle.

7.2 The Customer must disclose any known defects, modifications, previous accident damage or other matters that may affect the work.

7.3 The Customer is responsible for removing valuable or personal property from the Vehicle before leaving it with us.

7.4 We will take reasonable care of Vehicles while they are in our possession but are not responsible for loss of personal belongings left inside a Vehicle.

8. Vehicle Condition

8.1 The Customer acknowledges that commercial vehicles may contain pre-existing defects, corrosion, wear, damage or mechanical problems.

8.2 We are not responsible for pre-existing defects or failures that are unrelated to the work carried out by us.

8.3 Where a repair may expose an existing defect or cause a previously concealed issue to become apparent, we will notify the Customer where reasonably practicable.

8.4 We may decline to release a Vehicle where we reasonably believe that doing so would create an immediate and serious safety risk, subject to applicable legal requirements.

9. Repair Standards and Warranty

9.1 Repairs will be carried out with reasonable care and skill.

9.2 Any warranty provided by the Company will be stated on the relevant invoice or repair documentation.

9.3 Unless otherwise agreed in writing, warranty coverage applies only to the specific repair or parts supplied by the Company.

9.4 Warranty does not normally cover subsequent damage caused by misuse, neglect, continued operation after a warning or fault, accident, modification, unauthorised repair, incorrect operation or normal wear and tear.

9.5 Warranty claims must be reported to the Company as soon as reasonably practicable.

9.6 The Company must be given a reasonable opportunity to inspect and, where appropriate, rectify any alleged defect before the Customer instructs another repairer to carry out remedial work.

10. Road Testing

10.1 Where reasonably necessary to diagnose, inspect or verify a repair, the Vehicle may be road tested by suitably authorised personnel.

10.2 The Customer authorises reasonable road testing for these purposes.

10.3 Road testing will be carried out in accordance with applicable laws and reasonable workshop procedures.

11. MOT and Compliance

11.1 Unless specifically agreed, repair work does not constitute a guarantee that a Vehicle will pass an MOT, DVSA inspection, operator compliance inspection or any other statutory examination.

11.2 The Customer remains responsible for ensuring that its Vehicles comply with all applicable legal, roadworthiness, operator licensing and maintenance requirements.

11.3 Where requested, we may provide recommendations concerning defects or maintenance requirements identified during our work.

12. Timescales

12.1 Any completion date or timescale provided is an estimate unless expressly agreed in writing as a guaranteed deadline.

12.2 Commercial vehicle repairs can be affected by parts availability, supplier delays, specialist work, diagnostic requirements, hidden damage and unforeseen defects.

12.3 We will endeavour to keep the Customer informed of significant delays.

12.4 The Company is not liable for losses arising solely from reasonable delays outside our control.

13. Collection and Storage

13.1 The Customer must collect the Vehicle promptly when notified that work is complete.

13.2 If a Vehicle is not collected within a reasonable period, storage charges may apply.

13.3 Any storage charges will be communicated to the Customer where reasonably practicable.

13.4 If outstanding charges remain unpaid, the Company reserves any rights available to it under applicable law in relation to retaining or dealing with the Vehicle.

14. Payment

14.1 Unless otherwise agreed in writing, payment is due upon completion and before the Vehicle is released.

14.2 Approved business account customers must pay within the agreed credit period stated on the relevant invoice.

14.3 We reserve the right to suspend further work or withdraw credit facilities where an account becomes overdue.

14.4 We may require a deposit or payment in advance for parts, specialist work or substantial repairs.

14.5 The Customer may not withhold payment of an undisputed invoice because of a separate dispute or issue.

15. Overdue Accounts

15.1 We reserve the right to charge interest on overdue commercial accounts at the rate permitted under applicable law and/or under the Late Payment of Commercial Debts legislation where applicable.

15.2 We may recover reasonable costs associated with the collection of overdue commercial debts to the extent permitted by law.

15.3 Credit facilities may be withdrawn at any time where the Company reasonably considers the Customer's account to be at risk.

16. Cancellation

16.1 Where the Customer cancels work after parts have been ordered or work has commenced, the Customer may be responsible for reasonable costs already incurred.

16.2 Special-order, non-returnable or bespoke parts may be charged to the Customer where they cannot reasonably be returned or resold.

16.3 Nothing in this clause affects any statutory cancellation rights that cannot lawfully be excluded.

17. Liability

17.1 Nothing in these Terms and Conditions excludes or limits liability that cannot legally be excluded or limited.

17.2 Subject to applicable law, the Company will not be liable for indirect or consequential losses, loss of profit, loss of revenue, loss of contracts, loss of business, loss of use or similar commercial losses arising from a repair or delay.

17.3 Where the Customer is a business, the Company's liability shall, to the extent permitted by law, be limited to the value of the relevant repair or Services giving rise to the claim.

17.4 The Company will not be responsible for losses caused by information supplied by the Customer that is inaccurate, incomplete or misleading.

17.5 Nothing in these Terms affects the Customer's statutory rights.

18. Breakdown, Recovery and Vehicle Immobilisation

18.1 Where a Vehicle is recovered to our premises, recovery charges may apply unless otherwise agreed.

18.2 We cannot guarantee that a Vehicle will be repaired immediately following recovery.

18.3 If a Vehicle has suffered a mechanical, electrical or other failure, further faults may be discovered during diagnosis.

18.4 The Customer remains responsible for ensuring that the Vehicle is legally and safely operated following repair.

19. Bodywork and Accident Repairs

19.1 Bodywork estimates are subject to inspection and may change once damaged areas are dismantled.

19.2 Hidden damage, corrosion, structural damage or previous poor repairs may result in additional charges.

19.3 Colour matching may vary depending on vehicle age, paint condition and previous repairs.

19.4 Where insurance companies or third parties are involved, the Customer remains responsible for charges not covered or paid by the relevant insurer or third party.

20. Subcontractors and Specialist Services

20.1 We may use suitably qualified third parties or specialist contractors where reasonably necessary to complete the Services.

20.2 We remain responsible for managing the work we have agreed to provide, subject to these Terms and applicable law.

21. Customer Data and Privacy

21.1 We may retain Customer and Vehicle information necessary to provide Services, issue invoices, maintain service records and comply with legal and accounting requirements.

21.2 Personal information will be handled in accordance with applicable UK data protection legislation and our Privacy Policy.

22. Complaints

22.1 Any complaint should be raised with the Company as soon as reasonably practicable.

22.2 We will investigate complaints fairly and may request photographs, invoices, inspection reports or other relevant information.

22.3 The Customer must provide reasonable access to the Vehicle where an inspection is required to investigate a complaint.

22.4 We should be given a reasonable opportunity to inspect and rectify any workmanship issue before another repairer is instructed, except where urgent circumstances make this impractical.

23. Force Majeure

23.1 The Company shall not be liable for failure or delay caused by circumstances beyond its reasonable control, including severe weather, fire, flood, industrial disputes, supplier failure, shortages, transport disruption, government action, utility failures or other events outside the Company's reasonable control.

24. Business Customers

24.1 Where the Customer is acting in the course of business, these Terms apply subject to any specific written trading agreement between the parties.

24.2 Nothing in these Terms is intended to exclude any liability or obligation that cannot lawfully be excluded under UK law.

25. Consumer Customers

25.1 Where the Customer is a consumer, nothing in these Terms is intended to remove or restrict any statutory rights available to the consumer.

25.2 Consumer contracts and Services will be subject to applicable UK consumer protection legislation.

26. Ownership of Parts

26.1 Unless otherwise agreed, removed parts may be disposed of by the Company following completion of the repair.

26.2 If the Customer wishes to retain removed parts, this must be requested before the work is completed.

27. Right to Retain Vehicle

27.1 To the extent permitted by law, the Company reserves the right to retain possession of a Vehicle where sums properly due for Services, parts, recovery or storage remain unpaid.

27.2 Any rights exercised under this clause will be subject to applicable UK law.

28. Changes to These Terms

28.1 The Company may update these Terms and Conditions from time to time.

28.2 The Terms applicable to a particular repair will normally be those in force when the repair is authorised, unless otherwise agreed.

29. Governing Law

29.1 These Terms and Conditions are governed by the laws of England and Wales.

29.2 The courts of England and Wales shall have jurisdiction in relation to disputes, subject to any mandatory legal rights applicable to consumers or other parties.

30. Customer Acceptance

By authorising the Company to inspect, repair, service, recover or otherwise work on a Vehicle, the Customer confirms that they have had the opportunity to read and understand these Terms and Conditions and agree to be bound by them.