

Terms and Conditions

1. Agreement

- 1.1 These are only the Terms and Conditions on which Vintage Bentley provides the Services to you.
- 1.2 For the purpose of these Terms and Conditions "Services" means servicing, repair and/or restoration work undertaken on your vehicle by Vintage Bentley.
- 1.3 For the purpose of these Terms and Conditions "Vintage Bentley" means William Medcalf Limited t/a Vintage Bentley (Company Number 05145025).
- 1.4 For the purpose of these Terms and Conditions "Business Days" means any day other than a Saturday, Sunday or public holiday in England.

2. Your Responsibilities

- 2.1 You must inform Vintage Bentley of any information relating to your vehicle which might be relevant or helpful to Vintage Bentley in carrying out the Services.
- 2.2 You will be responsible for any incorrect information supplied to Vintage Bentley or failing to inform Vintage Bentley of any relevant information.
- 2.3 If you are not the owner of the vehicle you are responsible for ensuring that you have the owner's permission for the Services to be carried out, but you remain subject to these Terms and Conditions including payment of Vintage Bentley invoices.

3. General

- 3.1 Vintage Bentley may subcontract all or any part of the Services if, in our absolute discretion, specialist services are required for the purpose of completing the Services.
- 3.2 Vintage Bentley shall retain the ownership of all parts and materials supplied to you or fitted to the vehicle by us and ownership will only transfer to you upon your settling in full the invoice(s) for the Services.
- 3.3 Vintage Bentley reserves the right to increase its labour rates without any prior notice.
- 3.4 Vintage Bentley will perform the Services with reasonable diligence, skill and care, and in accordance with the any specific details set out in this Agreement.

4. Estimates

- 4.1 Any estimate is Vintage Bentley's considered approximation of the likely cost of the Services.
- 4.2 All estimates are estimates only and are not to be treated as firm quotations.
- 4.3 The estimate is based on the cost for the Services at the time the estimate is given.

5. Storage

- 5.1 Vintage Bentley will store your vehicle at our premises whilst we are working on it and will take all reasonable precautions to ensure its security.
- 5.2 Vintage Bentley will not charge for storage when the vehicle is in our workshop in connection with carrying out the Services.

6. Collection

- 6.1 Vintage Bentley will inform you when the Services are complete or, if you decide not to proceed with our recommendations, when you inform us of that decision. At that time but subject always to your prior payment of our invoice(s) pursuant to Clause 8, your vehicle will be ready for you to collect.
- 6.2 If you arrange for a third party to collect your vehicle for you, you must ensure that Vintage Bentley is informed of the name of person or company collecting the vehicle prior to collection.
- 6.3 If you fail to remove your vehicle within 7 days of our first notice to collect Vintage Bentley shall be entitled to move your vehicle to a storage location of our choosing and you shall become responsible for the costs of such storage until such time as your vehicle is collected.

7. Insurance and Liability

- 7.1 The vehicle shall remain at your risk at all times notwithstanding that you have entrusted the vehicle to Vintage Bentley.
- 7.2 You shall insure the vehicle on an all-risks policy at all times whilst the vehicle is in the custody of Vintage Bentley, ensure that your insurer is notified that the vehicle is in the custody of Vintage Bentley, and you shall, on request, provide documentary evidence of such insurance.

8. Estimates, Invoicing and Payment

- 8.1 If we provide you with an estimate for the price of the Services it will remain valid for 30 days.
- 8.2 The price of the Services may be increased above that given in any estimate by an amount attributable to (i) any suspension or alteration to the Services due to your delay in providing instructions or changing your instructions (ii) any variation in taxes and duties or other costs between the date of the estimate and date of the completion of the Services, and (iii) any additional work found necessary to complete the Services but not specified in the estimate.
- 8.3 All Vintage Bentley invoices shall be paid on presentation or not less than 2 (two) Business Days prior the time of your collection of the Vehicle (whichever is the sooner) unless on the face of the invoice another date is given.
- 8.4 Payment must be made by bank transfer in Great British Pounds unless otherwise agreed by Vintage Bentley first in writing.
- 8.5 Vintage Bentley reserves the right to charge interest on all or any part of any invoice not settled in full by the due date at a rate of 5% above the base rate of the Bank of England until paid (even if that is after a court judgement) or 5% a year for any period when that base rate is below 0%.
- 8.6 Vintage Bentley reserves the right to stop work on a vehicle if outstanding invoices have not been paid.
- 8.7 All invoices are subject to VAT at the prevailing rate, where applicable.
- 8.8 Where Services are provided for a vehicle which is subject to an insurance claim, you agree at Vintage Bentley's request to sign any documents required by the insurer of the vehicle to authorise payment for the Services. If the insurer of the vehicle does not pay some or all of our invoice you will be responsible for all unpaid sums.

9. Events Outside Our Control

- 9.1 Vintage Bentley will not be liable for any failure to perform, or delay in performance of, any of our obligations, under these Terms and Conditions that is caused by an Event Outside Our Control ("EOOC"). For the purpose of these Terms and Conditions an EOOC means an act or event beyond Vintage Bentley's reasonable control, including without limitation, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation from war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, failure of public or private telecommunications networks, strikes, lock-outs or other industrial action, unavailability or parts or materials or personnel.
- 9.2 If an EOOC takes place which affects the performance of Vintage Bentley's obligations under these Terms and Conditions we will contact you as soon as reasonably practicable to notify you and our obligations under these Terms and Conditions will be extended for the duration of the EOOC. Where the EOOC affects our performance of the Services we will endeavour to restart the Services as soon as possible after the EOOC is over.

10. Liability

- 10.1 If Vintage Bentley fail to comply with these Terms and Conditions, Vintage Bentley shall only be responsible for loss or damage you suffer that is a foreseeable result of Vintage Bentley's breach of these Terms and Conditions or Vintage Bentley's negligence, but Vintage Bentley are not responsible for any loss or damage that is not foreseeable or which is not the result of our breach of the Terms and Conditions or our negligence. Any particular loss or damage is foreseeable only if at the time of this Agreement

it was an obvious consequence of our breach or negligence or it was clearly contemplated by both you and Vintage Bentley at the time of this Agreement. You must make every effort to mitigate any loss and time shall not be of the essence of respect of the Services and accordingly Vintage Bentley shall not be liable for any delay in supplying the Services.

- 10.2 Subject always to the provisions of Clause 10.1, Vintage Bentley's maximum liability to you in connection with this Agreement shall be limited to the costs paid by you for the Services or the amount of your proven loss whichever is the smallest.

- 10.3 Nothing in this Agreement shall exclude or limit the liability of Vintage Bentley for death or personal injury resulting from its negligence or fraud.

11. Contact

- 11.1 If you have any questions or if you have any complaints please contact us. You can contact Vintage Bentley by telephoning 01730 895511 or by writing to us.
- 11.2 If you wish to contact us in writing, or if a clause of these Terms and Conditions requires you to give Vintage Bentley notice, you can send this to Vintage Bentley by hand or by post to William Medcalf Limited at Vintage Bentley, Hill Brow, Liss, Hampshire, GU33 7NX, United Kingdom. Vintage Bentley will confirm receipt of this by contacting you in writing at the postal address set out overleaf.

12. Lien

- 12.1 Vintage Bentley shall have a lien on your vehicle and any other of your assets in our possession until all sums due to us have been paid. After giving you 60 days notice Vintage Bentley shall have the right to sell or dispose of your vehicle or any other assets as your agent and at your expense and apply the proceeds towards the payment of the sums due to us. Upon accounting to you for any balance remaining after payment or all payments due to Vintage Bentley and costs of sale or disposal, Vintage Bentley shall be discharged of all liability in respect of your vehicle and other assets.

13. Miscellaneous

- 13.1 This agreement is between Vintage Bentley and you. No other person shall have any rights to enforce any of its terms.
- 13.2 Only Vintage Bentley may transfer its rights and obligations under these Terms and Conditions to another party. Vintage Bentley will notify you if this happens but this will not affect your rights or Vintage Bentley obligations under these Terms and Conditions.
- 13.3 If Vintage Bentley fail to insist that you perform any of your obligations under these Terms and Conditions, or if Vintage Bentley do not enforce our rights against you, or if Vintage Bentley delays in doing so, that will not mean that Vintage Bentley have waived out rights against you and will not mean that you do not have to comply with those obligations. If Vintage Bentley do waive a default by you, we will only do so in writing, and that will mean that Vintage Bentley will automatically waive any later default by you.
- 13.4 Each clause of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining clauses will remain in full force and effect.
- 13.5 These Terms and Conditions shall be governed by English law and any dispute in connection with them or any claim you may bring against Vintage Bentley (whether in contract or tort) shall be determined exclusively by the courts of England and Wales to whose jurisdiction we both hereby irrevocably submit.