

# TERMS AND CONDITIONS

## JONATHAN WOOD VINTAGE & THOROUGHbred RESTORATIONS LIMITED

These are the terms and conditions on which Jonathan Wood Vintage & Thoroughbred Restorations Limited (**we / us**) will deliver vehicle repair and restoration services (**Services**) to our clients (**you**).

Please read these terms and conditions carefully and let us know if you have any questions about them before agreeing to us providing you with the Services.

### 1. Who we are

Jonathan Wood Vintage & Thoroughbred Restorations Limited, a company registered in England and Wales with registration number 07881453. Our registered office is at Clockhouse Workshop, Finchingfield Road, Little Sampford, Saffron Walden, Essex, CB10 2QN.

### 2. The Services

2.1 We will agree the Services we will perform with you.  
2.2 You may ask us to revise the scope of the Services we will perform at any time, however, this may result in an increase in costs and/or a change to the timescale for delivery of the Services. We are not obliged to agree to your request to change the scope of the Services.

2.3 We will endeavour to perform the Services within an agreed expected timescale. If delivery of the Services is likely to take longer than expected, we will contact you and provide an updated timescale for delivery of the Services.

### 3. Estimates

3.1 Upon request, we will be happy to provide you with an estimate of the likely total costs of the Services. However, please note because of the specialised nature of the Services any estimates are a general guide to the likely costs of performing the Services and do not constitute fixed-fees or formal quotes.

3.2 We may revise any estimate from time to time if additional time, labour or parts will be required to deliver the Services.

3.3 We may deliver the Services for less than our estimate, in which case you would only pay for the time and costs that we actually incurred in delivering the Services.

### 4. Payment and invoices

4.1 We will provide and charge for the Services based on:  
4.1.1 the time that it takes us to perform the Services;  
4.1.2 the price of the parts and materials required at the time we deliver the Services; and  
4.1.3 the cost of any third party sub-contractors we engage as part of the Services.

4.2 Before delivering the Services, we may require you to pay a deposit. We may not begin work on the Services until we receive payment of the deposit.

4.3 We will issue you with an invoice for the Services each month or, if we deliver the Services within a month, on completion of the Services.

4.4 We accept payment by cheque or bank transfer. We do not accept payment by credit or debit card.

4.5 You must pay our invoices by the due date shown on them or prior to the collection of your vehicle if an invoice has been issued, whichever is earlier.

4.6 If you do not make a payment to us by the due date:

4.6.1 we may refuse to carry out any further Services; and

4.6.2 we may refuse to release your vehicle to you.

4.7 We will credit your deposit (if required) towards payment of our final invoice.

### 5. Cancellation

5.1 Either you or we can cancel the Services by giving two weeks' notice.

5.2 On cancellation, we will issue you with a final invoice for the Services that we have undertaken up to and including the date of cancellation and, if applicable, credit your deposit towards payment of this invoice.

### 6. Collection and delivery

6.1 You are responsible for arranging for your vehicle to be delivered to us and collected from us at your expense. Should you require a collection and/or delivery service for your vehicle, we may agree to arrange this for you with a third party and charge accordingly for this service.

6.2 We will not be held liable for any damage caused by or attributable to the collection, transport, and/or delivery of your vehicle. It is your responsibility to ensure that you have appropriate insurance in place for the collection, transport and delivery of your vehicle.

### 7. Overseas orders

It is your responsibility to pay all relevant taxes in respect of the transport of your vehicle internationally, including local import duty taxes and customs clearances.

7.1 All sums are exclusive of VAT. VAT shall be charged in addition to the charges for the Services in accordance with UK law. Customers from outside the UK will not normally be charged VAT where a business registration number is provided for invoice purposes, or where the vehicle is not used in the UK once it has left our premises (prior to being exported) and provided the vehicle is exported after the Services have been completed. We reserve the

# TERMS AND CONDITIONS

## JONATHAN WOOD VINTAGE & THOROUGHbred RESTORATIONS LIMITED

right to charge VAT as appropriate if the conditions for zero-rating our invoices do not apply.

### 8. Our responsibility, including faults and defects

8.1 We will provide the Services with reasonable care and skill, consistent with the practices and standards accepted in the classic and vintage car industry.

8.2 We are confident that you will be satisfied with the Services. If, however, you become aware of any fault or defect with your vehicle, which you believe is due to either a part that we installed or our workmanship, we will be keen to assist the resolution of this as swiftly as possible. However, you must:

8.2.1 contact us immediately and before having any work carried out to the vehicle; and

8.2.2 allow us the opportunity to inspect the vehicle.

We generally find that faults or defects caused by our workmanship or faults or defects with parts we supply will become apparent within 6 months of completion of the Services or after 400 miles of your using the vehicle (whichever comes first). Faults and defects which occur after 6 months or after 400 miles of use (whichever is earlier) tend to be caused by other causes or fair wear and tear.

8.3 We will inspect your vehicle free of charge, provided you return it to us at your own expense. In exceptional circumstances, we may agree to send one or more of our representatives to inspect your vehicle at a location nominated by you in the United Kingdom or abroad, provided you pay for their reasonable travel, subsistence and accommodation expenses.

8.4 If, after inspecting your vehicle, we conclude that the fault or defect is due to a part that we installed or our workmanship, we will use reasonable endeavours to replace or repair the fault or defect free of charge and as soon as reasonably possible and practical.

8.5 Clauses 8.3 – 8.4 will not apply where:

8.5.1 the fault or defect is not caused by our workmanship or by a part we supplied and installed;

8.5.2 you fail to notify us of the fault or defect or you breach of Clause 8.2;

8.5.3 you refuse to allow us to inspect and/or rectify the fault or defect;

8.5.4 any fault or defect with the vehicle is caused or worsened by your misuse or careless treatment of the vehicle, for example by using the vehicle for racing or rallying;

8.5.5 any fault or defect with the vehicle is caused or worsened by an accident, howsoever caused;

8.5.6 any fault or defect with the vehicle is caused or worsened by your failure to adhere to maintenance instructions regarding the care

or treatment of the vehicle, or where you fail to ensure that the vehicle is regularly serviced;

8.5.7 any fault or defect with the vehicle is caused or worsened by any pre-existing faults or defects, fatigue, or corrosion;

8.5.8 any fault or defect with the vehicle is as a result of fair wear and tear; and/or

8.5.9 you have not paid our invoice(s).

8.6 Except where we agree with you otherwise, please note we do not cover third party repair or inspection costs and we will not pay third party invoices in relation to these.

### 9. Third party rights

These terms and conditions apply to you alone and are not intended to benefit any other person. No other person will be entitled to rely on or enforce any of these terms and conditions.

### 10. Governing law and jurisdiction

These terms and conditions are governed by and will be construed in accordance with English law and will be subject to the exclusive jurisdiction of the English Courts.