

## Terms of Business

These Terms and Conditions ("Terms") are entered into by and between Torque Monkey Ltd, hereinafter referred to as the "Garage," and the vehicle owner, hereinafter referred to as the "Customer." These Terms govern all services provided by the Garage to the Customer and outline the rights and obligations of both parties.

### 1. Services Offered:

- 1.1. The Garage provides vehicle maintenance and repair services, including but not limited to inspections, diagnostics, mechanical repairs, and routine maintenance.
- 1.2. All services will be performed with due care and in accordance with industry standards.

### 2. Scheduling and Appointments:

- 2.1. Customers are encouraged to schedule appointments for services in advance. Walk-in services are subject to availability.
- 2.2. The Garage will make reasonable efforts to complete services within the estimated time frame provided, but delays may occur due to unforeseen circumstances.
- 2.3 Any liability for additional costs and/or inconvenience resulting from delays are not the responsibility of the Garage.

### 3. Estimates and Pricing:

- 3.1. The Garage will provide the Customer with an estimate of the cost of services before starting any work. The final invoice may vary based on additional required repairs or parts.
- 3.2. Prices for services are subject to change without notice but will be communicated to the Customer prior to starting any work.

### 4. Payment:

- 4.1. Payment for services is due upon completion of the work and the vehicle cannot be taken until full payment has been made.
- 4.2. The Garage accepts various payment methods, including cash, credit cards, and electronic funds transfer.

### 5. Parts and Materials:

- 5.1. The Garage may use new, used, or remanufactured parts, at its discretion, unless the Customer specifically requests otherwise and agrees to any associated cost differences.
- 5.2 The Garage reserves the right to ask for payment in advance for all "Special Orders" - of which are generally not re-stockable or returnable.
- 5.3 All parts replaced during service or repair, except those that have to be returned to manufacturers or suppliers under warranty or exchange arrangements become the property of the Garage unless the Customer requests their return prior to commencement of work.

### 6. Warranty:

- 6.1. The Garage offers a limited warranty on repairs and parts, the details of which will be provided on a separate document or communicated verbally.
- 6.2 If the Customer believes that their vehicle has a warranty-covered issue, they should contact the Garage that provided the warranty as soon as possible or at least within 48 hours of the issue occurring. The Garage will guide you through the claims process, which may include inspection, diagnosis, and repair or replacement of the faulty parts.
- 6.3 New parts fitted by the Garage carry the manufacturers part warranty & 3 months labour warranty from the Garage or 3000 miles; whichever occurs sooner from the date of completion of the work.
- 6.4 If a part is deemed to have failed during the manufacturers warranty period, this part will need to be sent off for full inspection prior to any decision made by the Customer or the Garage. Some parts may require further parts to be sent off; for example, the gearbox/head cylinder/engine block may need to be inspected if an internal part is suspected to have failed. Without a full and complete inspection of all parts and report on manufacturer's headed paper confirming that the part has failed and/or the fitting Service was not in accordance with the Contract, the Garage does not take responsibility, either with the part or fitting service.
  - 6.4.a If the part fails the third party inspection, or the manufacturer deems that the fault has occurred from the fitting, the Garage shall either repair or replace or refund the full purchase price of any Goods as being defective or not in accordance with the contract. This will be limited only to the part that had previously been repaired or replaced.
  - 6.4.b In respect of service, if the Garage accepts within the Warranty Period that it has failed to execute the Services in accordance with the terms of the Contract following the manufacturer's inspection, the Garage shall perform again these Services or repay the Customer the charge for such Services.
- 6.5 The Warranty Period shall not apply where the vehicle has been used for competitions, racing or record attempts or otherwise than for private or commercial use, where the vehicle has been abused in any way or damaged by wear and tear, neglect or improper use or failure to maintain in accordance with the manufacturer's recommendations, where the vehicle has been damaged in any subsequent accident.

### 7. Customer Responsibilities:

- 7.1. The Customer is responsible for providing accurate information about their vehicle and its issues to the Garage.
- 7.2. The Customer is responsible for promptly paying for services rendered and collecting their vehicle when work is completed or at least within 5 working days.
- 7.3 The Garage is able to charge storage costs for any vehicle that is left on-site beyond the 5th working day of the work being completed. These will be charged at £25+VAT per day until collection due to very limited space.

### 8. Liability and Disclaimers:

- 8.1. The Garage is not responsible for any loss or damage to personal property left in the vehicle during servicing. The Garage advises the Customer to remove all items of value not related to the vehicle prior to work commencing.
- 8.2. The Garage is not liable for any unforeseen complications or damage that may arise during repairs, as vehicle maintenance inherently carries risks.

### 9. Cancellation and Rescheduling:

- 9.1. Customers are expected to provide reasonable notice if they need to cancel or reschedule appointments, the Garage requests a minimum of 48 hours notice.

### 10. Governing Law:

- 10.1. These Terms and any disputes arising from them shall be governed by and construed in accordance with the laws of the United Kingdom.

### 11. Amendments:

- 11.1. The Garage reserves the right to update or modify these Terms at any time. Customers will be notified of any changes.

### 12. Entire Agreement:

- 12.1. These Terms constitute the entire agreement between the Garage and the Customer, superseding all prior agreements and understandings, whether written or oral.

By engaging the services of the Garage, the Customer acknowledges that they have read, understood, and agreed to these Terms and Conditions.

These Terms are available online and printed copies at the request of the Customer.