

PERRYS GROUP LIMITED (AND ALL SUBSIDIARIES) AFTERSALES TERMS & CONDITIONS OF BUSINESS
(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

The Title in any goods or services does not pass to the customer until all monies are received in full and all cheques cleared.

Service & Repair (including Body Shop): Please refer to the terms and conditions below.

Parts Sales: Please refer to terms and conditions below. Notwithstanding the provisions of clauses 30 through 34 (inclusive) below, bespoke goods (i.e. unique to the customer or the vehicle) cannot be returned for credit or refund.

GENERAL

1. These terms and conditions, together with the details on the Order Form or Job Card, are intended to contain all the terms of the agreement (Agreement) between us Perrys Group Ltd (and all subsidiaries) (hereinafter referred to as the Company/We/we/Us/us) and you the customer (You/you) relating to the repair, servicing or other work (the Work) to the vehicle identified on the Job Card (Vehicle) and/or to the supply of goods, parts or other items to be supplied by the Company, whether or not in conjunction with the Work (Goods). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. If we agree any variation in the Work to be done or Goods to be supplied, this shall be deemed to be an amendment to the Agreement rather than a new agreement.
3. You warrant that you own the Vehicle or are duly authorised by the owner to enter into the Agreement for the Work to be done on it on these terms. Further, you expressly authorise the Company and its servants or agents to use the Vehicle on the highway and elsewhere for all purposes in connection with the Agreement.
4. We reserve the right to refuse to carry out any Work on any Vehicle which we consider, in our sole opinion, to be unsafe and/or unroadworthy. Further, we may refuse to carry out any Work which may, in our sole opinion, render the Vehicle unsafe and/or unroadworthy.
5. Where we are undertaking Work and identify, in our sole opinion, a need for further essential safety related repair, you will be advised accordingly. Should you decline to authorise such further repair, you will be required to sign the requisite documentation. Should you decline to sign such said requisite documentation, then you will be obliged to arrange transportation of the Vehicle from our premises at your own cost.

ESTIMATES

6. An estimate is our considered approximation of the likely cost of the Work and/or Goods and is valid for 14 days from when we provide it to you.
7. Any estimate is based on the published price for the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price after the date of the estimate, we will notify you of any consequent increase in the estimate. If the increase will be more than ten per cent (10%) of the total estimate, you may give notice within 14 days cancelling the Agreement. If we do not receive notice of cancellation within this period, the estimate will be amended as proposed.
8. Unless otherwise agreed in writing, if it appears during progress of the Work that the estimate will be exceeded by more than ten per cent (10%) of the total, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
9. If you have left the Vehicle with us for an estimate but have not accepted that estimate, or have declined it but failed to collect the Vehicle, within 14 days of the date of the estimate or (if later) the date of cancellation, we may charge you for the storage of the Vehicle from the end of that period.
10. Unless otherwise stated, all estimates are exclusive of any applicable Value Added Tax (VAT), tariffs or statutory charges.

COMPLETION OF WORK AND PAYMENT

11. We will use our best efforts to complete the Work or supply the Goods within any time estimate we may have given to you but will not be liable for delays due to any matter or cause outside our control.
12. We shall be entitled to sub-contract all or any part of the Work but will be responsible for the quality of the sub-contractor's work.
13. We will require payment in full in advance for all parts and accessories required.
14. If for any reason we do not carry out the Work in full, we will charge you only for Goods actually supplied or fitted, and a reasonable amount for any Work actually done.
15. We will notify you when the Work is complete and the Vehicle and/or the Goods are ready for collection and (unless you have a credit facility with us, in which case you must comply with the terms agreed in relation to such credit facility) you must pay for the Work and/or Goods upon collection. Subject thereto, all payments must be made in cash or by a UK credit/debit card, unless we have agreed to accept a cheque, in which case the cheque must be drawn on a UK clearing bank and received not less than five banking days before you collect the Vehicle and/or Goods.
16. We are entitled to retain the Vehicle and/or Goods until you have paid for the Work and/or Goods in full.
17. If you fail to pay the full amount due or fail to collect the Vehicle and/or Goods:
 - 16.1 within 7 days of being notified that the Work is complete and/or that the Goods are ready for collection, we may charge you for the storage of the Vehicle and/or the Goods from the end of that period.
 - 16.2 within 3 months of being notified that the Work is complete and/or that the Goods are ready for collection, we may (after giving you the requisite notice of our intention to do so if you have not paid the full amount due and collected the Vehicle and/or Goods before such notice expires) sell the Vehicle and/or the Goods, deduct the amount owing to us (including statutory interest, storage charges and the costs of sale) and pay the balance to the entitled beneficiary.
18. Unless otherwise agreed in writing, the Goods will be deemed to have been delivered to you at our premises when you collect them.
19. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service exchange arrangements, until the Vehicle is collected, and will be free to dispose of them as we see fit unless you specifically ask that they be returned to you when collecting the Vehicle.

TRANSFER OF OWNERSHIP AND RISK

20. The Goods will continue to belong to us until you have paid for them in full. However, you will be responsible for any loss or damage from when they are delivered to you and should insure accordingly.
21. Where a party who, so far as the Company is aware, has the authority to collect the Vehicle or Goods, collects the same, the Company shall not be responsible to the customer for any loss or damage resulting on the grounds that such party had in fact no such authority. This clause shall apply notwithstanding that delivery may have been made without payment of the Company's account. Further, it shall not be obligatory upon the Company to seek confirmation of the authority of any party reasonably believed to be then, or to have been at some time, connected with the customer.

LOSS, DAMAGE AND LIABILITY

22. You shall inspect the Vehicle and/or Goods as soon as reasonably practicable following collection or delivery thereof and shall notify us in writing of any claims in respect of damage to or alleged defect in the Goods and/or Work supplied by the Company within 7 days of collection or delivery. If you fail to give such notice, the Goods and/or Work shall be conclusively presumed to be in all respects

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- conforming to the Contract and free from any defect which would be apparent on reasonable examination thereof and you shall be deemed to have accepted the same.
23. Any claim relating to non-delivery of Goods must be notified to the Company within 7 days of the date of dispatch shown on the order or invoice.
 24. We will carry out the Work on the Vehicle with reasonable care and skill and warrant it will remain free of defects in workmanship for a period of 6 months or 7,500 miles, whichever occurs sooner, from the date the Work is completed. However, such warranty will not apply if the Vehicle is involved in an incident or if and to the extent that a defect is caused or worsened by your (a) failing to inform us promptly of the defect and allowing us promptly to examine the Vehicle and endeavour to remedy the defect (b) misusing or neglecting the Vehicle or using it or permitting it to be used for racing, rallying or similar sports (c) failing to comply with instructions from the manufacturer or from us concerning the treatment, maintenance and care of the Vehicle and/or Goods or to have it/them serviced in accordance with the manufacturer's instructions (d) fitting the Vehicle, or permitting it to be fitted, with parts or accessories which have not been approved by the manufacturer (whether expressly or implicitly), or (e) altering the Vehicle and/or Goods, or permitting it/them to be altered, in any manner which has not been approved by the manufacturer.
 25. We will supply the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights and is not affected by any change of ownership of the Goods. Remedial work under the manufacturer's warranty may be carried out by any dealer or service workshop in the European Economic Area authorised directly or indirectly by the manufacturer, who may repair or replace any defective Goods or (if he considers repair or replacement uneconomic) refund an appropriate part of the price you paid for them.
 26. If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
 27. You must observe the instructions for use, cautionary notices and other technical information and data supplied with any Goods.
 28. Subject to the provisions of the Consumer Rights Act 2015, and always excepting fraud, death or personal injury resulting from our own negligence, we limit our liability for any breach of the Agreement to the amount you have paid for the Work and/or Goods, and expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.
 29. You undertake to remove any items of value not related to the Vehicle as we will not accept any liability for loss or damage to such items which is not attributable to our own negligence.
 30. You grant us permission to remove or disconnect any accessory, part or fixture on the Vehicle (including any onboard camera) which is necessary for us to complete the Works.

RETURNED GOODS, DISTANCE SELLING AND OFF-PREMISES CONTRACTS

31. Where the parties have contracted in person on our business premises, we may (at our sole discretion) accept the return of any Goods which you did not specifically order provided that you return them in the same condition as when supplied. Any such returns must be concluded within 14 days of delivery, you must produce our original invoice and pay (at the rate current on the date of return) our handling charges for returned Goods.
32. If you are a consumer and this Agreement has been concluded (a) without any face to face contact between us or anyone acting on our respective behalves, or (b) in the simultaneous physical presence of you and us but in a place which is not the business premises of us, you may give notice cancelling this Agreement within 14 days of taking delivery of the Goods. To exercise the right to cancel, you must inform us in writing of your decision to cancel the Agreement (e.g. letter sent by post, fax or e-mail).
33. If you cancel the Agreement pursuant to clause 31 hereof, we will reimburse all payments received from you, including the costs of delivery. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is a result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after we receive back from you the Goods supplied or (if earlier) 14 days after you provide evidence that you have returned the Goods. We will make the reimbursement using the same method of payment as you used for the initial transaction, unless we have expressly agreed otherwise.
34. If you cancel the Agreement pursuant to clause 31 hereof, you shall return the Goods without undue delay and in any event no later than 14 days after you communicate the cancellation of the Agreement to us. You will be responsible for the direct cost of returning the Goods but, in any event, such cost shall not exceed the sum of £100.00 (One Hundred Pounds). You shall be responsible for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
35. Save as above, we will not accept the return of any Goods which are not defective.

NOTICES AND JURISDICTION

36. Unless otherwise stated herein, any notice provided for in this Agreement must be in writing and be sent by first class post to the residence or place of business of the person to whom it is addressed. It will be assumed that such a notice has been received by the addressee no later than two days after posting.
37. Any telephone calls made between you and us may be recorded and the contents of such conversations used to support this Agreement.
38. This Agreement is subject to the relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusion jurisdiction in relation to this Agreement.

DISPUTE RESOLUTION

39. It is our responsibility to supply you with Goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us. In the event of a complaint, in the first instance please address your concern to the Aftersales Manager at the relevant branch. If the issue remains unresolved, please contact the Directors, PERRYS GROUP LTD, Suite One, 500 Pavilion Drive, Northampton Business Park, Brackmills, Northampton, NN4 7YJ. Telephone: 01604 667300. However, if you are a consumer and remain dissatisfied with the outcome and explanation we have provided, we recommend you contact The Motor Ombudsman. The Motor Ombudsman offers a CTSI-certified dispute resolution scheme that we are prepared to engage with through the ADR procedure. You can contact their information line on 0345 241 3008 or visit www.themotorombudsman.org.

GDPR legislation requires us to have a Data Privacy Notice (see Notice on our website or in one of our dealerships) which informs you how we process your data while in our possession. If at any time you wish to opt out of any communication from us or wish for your personal details to be amended or deleted from our records, please email your request to: GroupGDPR@perrys.co.uk.