

G. & M.J. Crouch & Son Limited - Terms & Conditions of Business – March 2021

1. The Company

'The Company' means G. & M.J. Crouch & Son Limited t/a Crouch Recovery, a company registered in England and Wales with Company Number 01200293 whose registered office is at Wilford House, Nursery Court, Kibworth, Leics, LE8 0EX (hereinafter 'the Company') and all customers hereby agree to be bound by these terms on their own behalf and (where applicable) on behalf of their agents, customers or principals.

2. Dispute Resolution

Should a customer dispute any charge made by the Company in respect of work carried out or part(s) supplied then initially that dispute shall be determined by reference to a senior manager or director. Queries should be addressed to customerfeedback@crouchrecovery.co.uk. All reasonable steps will be taken by management to address any such query and resolve the matter.

3. Release / Collection of Vehicles in the Company's Custody and Control

The Company will only release the vehicle to the customer after payment has been made, unless in writing by the customer to release the vehicle to the customer's agent who will arrange payment.

4. Time is not of the essence

While the Company will use its best endeavours to comply with any attendance / completion date/time suggested or stipulated the Company will not be bound to complete / attend. Any mention of any date / time shall be construed as no more than a guide or estimate and without prejudice to the generality of the foregoing no responsibility can be accepted for any delays caused by other means or the late supply of parts beyond the Company's control.

5. Driving or moving of Vehicles by the Company's Employees, Servants or Agents

Vehicles are driven or moved by the Company's servants or agents and the customer duly authorises them to do so. The Company carries adequate insurance to cover risks associated with such driving or movement of any vehicle in their custody or control.

6. Delay

The Company will do its utmost to attend / repair / deliver / collect the vehicle by the date and time requested, but cannot accept any responsibility for delays resulting from the non or late availability of spares, or other reasons beyond its control.

7. Cost Estimates

A verbal estimate does not constitute an offer to do the work at that price quoted and is not to be taken as legally binding in any way, but only as an approximate guide to the cost of work undertaken. A written estimate given for the attendance / repair / collection / delivery shall be provisional and will be subject to variation in the price of parts material between the date of estimate and the date of service. It will also depend on further service or parts which are found to be necessary. A charge may be made for an estimate.

8. Guarantee

The Company will guarantee all repair work against failure of materials or workmanship for a period of three months or 3,000 miles, whichever first occurs, provided that the vehicle is taken back to the

Company, or a third party repairer authorised by the Company. This however EXCLUDES all roadside and temporary repairs and customers are advised to have any temporary or roadside repair work checked immediately following such works being undertaken before any vehicle is returned to usual use or service.

9. Limitation of Liability

a, The Company will take responsible care of the vehicle, while in its custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to storage or commencement of repairs.

b, Where by agreement with, or on the instructions of the customer, the vehicle is left outside the Company's or other premises, before or after normal business hours any risk or damage howsoever occasioned, will be the customers responsibility.

10. Lien

The Company shall have a general lien over all property of the customer lawfully in its possession for the indebtedness of the customer to the Company. The Company shall also have a right of sale by public auction without reserve over all such property if such indebtedness is not paid within 3 months of being notified by letter sent Recorded Delivery to the customers last known address. Following such a sale the Company will after deducting all sums due pay the balance (if any) of the proceeds to the customer.

11. Payments

a, Cash Customers. Unless other arrangements have been agreed, all repairs & charges must be paid in full before collection. Payment can be made in cash or by Debit / Credit Card.

b, Account Customers. Unless other arrangements have been made, all payments are due 30 days end of month.

c, Suppliers. Unless other arrangements have been made, all payments due will be made by the last day of the month following the month in which the invoice is dated.

Cancellations – immediately upon placing a job with us, we will deploy resources both internally within the control team building the job, and placing it with our own resources or outsourcing to a subcontractor. The customer accepts that by undertaking this work and prioritising internal resources or engaging external contractors, costs are incurred that may not be refundable.

Accordingly, the customer accepts that by placing a job with us, they may be charged even if the job is subsequently cancelled. The management of the Company's discretion is final in this regard and therefore customers should only place jobs with the Company on the basis that they understand that by doing so, costs will be incurred and payable.

Payment can be made by cheque or BACS.

In respects of all goods supplied by the Company on credit or upon payment by cheque, the legal title to such goods shall remain the Company's until payment has been received in full; The Company may not release a vehicle or goods until payment has been cleared.

The Company may require a guarantee of payment for non-account customers before any work is undertaken.

12. Right to refuse work

The Company reserves the right to refuse to carry out any work on any vehicle which, in its opinion, it considers to be unroadworthy or work which would make the vehicle unsafe. It may refuse to carry out work which might have a detrimental effect on other parts of the vehicle. The Company reserves the right not to carry out any action which is unlawful or may lead to prosecution of the Company or Company employee.

13. Replacement parts

All parts replaced, other than those exchanged replacement parts, or those subject to a warranty claim, become the property of the Company unless the customer requests their return prior to commencement of repairs.

14. Storage Parking

If the vehicle is not collected immediately, daily storage charges at the prevailing rate (available on request) may be imposed as if the vehicle had been left for storage.

15. Third Party Contract Obligations

Where third party contractual obligations occurs i.e. Police Contract Scheme, then the terms and conditions which apply (including associated charges) will apply and supersede these general terms and conditions.

16. Sub-Contracting of works

The company is entitled at all times and without giving notice to the customer to sub contract all or any part of the servicing, repair, roadside assistance, recovery, collection, delivery and any other maintenance work the subject of this contract to a specialist or other repairer.

17. Uncollected Goods

The Company may exercise its rights as regards uncollected goods under the Torts (Interference with Goods) Act 1997 and if the goods are not collected when the work is completed or before any notice to that effect expires, the Company may proceed to sell the goods subject to any notice under the Act. In this event the vehicle will be sold at best market price and after deduction of the cost of work carried out, plus any other charges and expenses in connection with the sale, the balance will be returned.

18. VAT

Any VAT on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged at point of sale will be at the rate applicable at that time. Vat will be charged at the rate in force on all invoices that are VAT applicable.