

BTE AUTOMOTIVE LTD

Terms and Conditions of Business

Effective from the date 1st April 2026

These Conditions govern all goods and services supplied by BTE Automotive Ltd. They are written to protect the Company, its staff and its customers, and to set clear, fair and enforceable expectations for every job. By instructing the Company, or by leaving a vehicle with the Company, the Buyer accepts these Conditions in full.

1. Definitions and Interpretation

- 1.1 "The Company" means BTE Automotive Ltd, a company registered in England and Wales, trading from Woolmer Trading Estate, Bordon, Hampshire, and supplying automotive parts, servicing, diagnostic, MOT and repair services.
- 1.2 "The Buyer" means the individual, partnership, company or other legal entity instructing the Company or on whose behalf a vehicle is presented, and includes any person who signs, collects, or authorises works, whether or not they are the registered keeper.
- 1.3 "The Vehicle" means any vehicle, unit, component or item left with, or presented to, the Company for inspection, service, repair, storage or supply of goods.
- 1.4 "The Works" means the inspection, diagnostic, servicing, repair, MOT, supply or other services agreed to be carried out, together with any Additional Works authorised under clause 3.
- 1.5 "Customer-Supplied Parts" means any part, component, consumable or material provided by or on behalf of the Buyer rather than sourced by the Company.
- 1.6 "The Conditions" means these terms and conditions together with any variation agreed in writing and signed by a Director of the Company.
- 1.7 The headings in these Conditions are for convenience only and do not affect their interpretation.

2. Basis of Contract

- 2.1 These Conditions are the only terms on which the Company deals. They apply to the contract to the exclusion of any other terms the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Any quotation is an invitation to treat only and is valid for 14 days from issue unless withdrawn earlier. A binding contract is formed when the Buyer instructs the Company to proceed, whether in writing, verbally, electronically, or by conduct such as leaving the Vehicle for the Works to be carried out.
- 2.3 Instructing the Works, authorising the Works, or leaving the Vehicle in the Company's possession each constitutes full and unconditional acceptance of these Conditions.
- 2.4 No variation to these Conditions is binding unless agreed in writing and signed by a Director. No employee, agent or representative has authority to vary these Conditions verbally.

3. Estimates, Quotations and Additional Works

- 3.1 An estimate is an indicative guide only and is not a fixed quotation. The final price may reasonably differ where the condition of the Vehicle, the extent of the Works, parts prices, or specialist charges could not be known at the time of estimate.
- 3.2 Vehicles frequently reveal further faults on dismantling or diagnosis. Where Additional Works, further parts, or specialist assistance become necessary or advisable, the Company will seek the Buyer's authorisation. The Buyer agrees to provide a reliable and monitored means of contact and to respond promptly.
- 3.3 Where the Buyer cannot be reached after reasonable attempts, and the Vehicle cannot be safely returned to a road-legal or reassembled condition without the Additional Works, the Company may either (a) carry out works reasonably necessary to make the Vehicle safe or to protect it, or (b) hold the Vehicle pending instructions, with storage under clause 11 applying.
- 3.4 Diagnostic and investigation time is chargeable whether or not a fault is found, is confirmed, or is subsequently repaired, and whether or not the Buyer elects to proceed.

4. Pricing and Payment

- 4.1 All prices are exclusive of VAT, which is charged at the prevailing rate. Labour is charged at the Company's published hourly rate current at the date of the Works, or the rate quoted, whichever the Company confirms in writing.
- 4.2 Unless written credit terms have been agreed in advance by a Director, payment in full (including VAT) is due before the Vehicle or goods are released, and no Vehicle or goods will be released until cleared payment is received.
- 4.3 Where credit terms are agreed, payment is due within 30 days of the invoice date. Time for payment is of the essence.
- 4.4 Payment must be made by the methods the Company specifies. The Company may require payment by bank transfer or other irrevocable method. Where payment is made by card, the Buyer agrees not to initiate any chargeback, dispute or reversal in respect of Works properly carried out, and any such action taken in bad faith will be treated as a debt recoverable under clause 6 together with all associated costs.
- 4.5 The Buyer may not withhold, set off or deduct any amount on account of any alleged claim, complaint or counterclaim. Any such claim is dealt with separately under clause 14 and does not entitle the Buyer to withhold payment.

5. Guarantee

- 5.1 The Company guarantees parts it has supplied and labour it has carried out against defects in materials or workmanship for 12 months or 12,000 miles, whichever occurs first, from the date of the Works.
- 5.2 The guarantee is conditional on the Vehicle being returned to the Company for inspection before any third party works on the relevant repair, and on the Buyer producing the invoice. Repairs, adjustments or interference carried out by any other party void the guarantee in respect of the affected Works.
- 5.3 The guarantee does not cover:
 - Customer-Supplied Parts, and any labour or consequential fault arising from them (see clause 7);

- normal wear, tear and consumable items, including but not limited to tyres, bulbs, wiper blades, brake friction material, clutches and fluids;
 - faults arising from the Buyer's misuse, neglect, accident, continued use after a fault is apparent, or failure to follow advice given;
 - pre-existing conditions, or faults on components the Company was not instructed to inspect or repair;
 - works the Buyer declined, deferred, or instructed the Company not to carry out.
- 5.4 This guarantee is in addition to, and does not affect, the Buyer's statutory rights as a consumer.

6. Late Payment and Recovery

- 6.1 Interest on overdue sums accrues daily from the due date until payment, at 8% above the Bank of England base rate, whether before or after judgment.
- 6.2 On any default, all sums owed by the Buyer become immediately due and payable.
- 6.3 The Company is entitled to recover all costs of administration, collection, recovery agents, and legal costs on a full indemnity basis, together with statutory compensation for late payment where applicable.
- 6.4 The Company may suspend all further works and withhold delivery of any Vehicle or goods while any sum remains outstanding.

7. Customer-Supplied Parts

- 7.1 The Company strongly recommends that all parts are sourced by the Company. Where the Buyer insists on supplying parts, the following apply and are accepted by the Buyer as a condition of the Company fitting them.
- 7.2 The Company gives no guarantee or warranty whatsoever on Customer-Supplied Parts or on the labour to fit them, and accepts no liability for their quality, suitability, fitment, performance, or for any consequential fault, delay or damage they cause.
- 7.3 If a Customer-Supplied Part is incorrect, faulty, incompatible or of poor quality, all resulting labour, re-work, additional parts and diagnostic time are chargeable, including where the Vehicle must be reassembled or made safe without completion.
- 7.4 Labour already carried out in reliance on a Customer-Supplied Part that proves unusable remains fully chargeable.

8. Diagnostics, Prior Advice and Historic Work

- 8.1 Diagnosis reflects the condition of the Vehicle and the information reasonably available at the time. Faults can be intermittent, latent, or dependent on operating conditions, and a diagnosis is an informed professional assessment, not a guarantee of outcome.
- 8.2 Any advice, estimate or provisional finding given on a previous occasion is superseded by current inspection. Where significant time has passed, or where the Vehicle has stood, been used, or been worked on elsewhere in the interim, the Company is entitled to carry out fresh diagnosis, which is chargeable, and the Buyer should not rely on historic findings or purchase parts on the strength of them without current confirmation.
- 8.3 The Company is not liable for parts the Buyer purchases on the basis of a superseded or historic finding that current testing does not confirm.

9. Vehicle Condition and Pre-Existing Damage

- 9.1 The Buyer warrants that the Vehicle is presented in a condition consistent with its age, mileage and history, and accepts that older, imported, modified, previously repaired, or long-stored vehicles carry pre-existing wear, prior repairs, corrosion, seized fixings and cosmetic defects that may become apparent or worsen during handling, dismantling or normal environmental exposure through no fault of the Company.
- 9.2 The Company records the condition of the Vehicle on arrival so far as is reasonably practicable. Any allegation of damage said to have occurred while the Vehicle was in the Company's care must be raised before the Vehicle leaves the premises, and must be supported by clear, dated evidence of the Vehicle's condition immediately before it was left with the Company.
- 9.3 The Company does not accept liability for pre-existing damage, for the failure of a prior repair carried out by others, for the seizure or breakage of corroded or aged fixings encountered in the course of authorised works, or for cosmetic change to components the Company was not instructed to remove or handle.
- 9.4 Where damage is alleged, the Company may obtain an independent professional assessment. The parties agree to give reasonable weight to such independent assessment in resolving the allegation.

10. Title and Risk

- 10.1 Risk in goods supplied passes to the Buyer on delivery or on completion of the Works, whichever is earlier. Risk in the Vehicle remains with the Buyer throughout, save for loss or damage caused by the Company's proven negligence.
- 10.2 Title to any parts supplied does not pass to the Buyer until all sums owed to the Company, on any account, have been paid in full. Until then the Company may enter any premises to recover unpaid parts and may remove and retain them.
- 10.3 The Company holds a lien over the Vehicle and any goods in its possession for all sums owed by the Buyer, and may retain the Vehicle until payment in full is received.

11. Collection and Storage

- 11.1 The Buyer must collect the Vehicle within 3 working days of being notified that the Works are complete, or that the Vehicle is ready for collection.
- 11.2 After that period the Company may charge a daily storage fee at its published rate for each day the Vehicle remains on site, whether or not the invoice is disputed, and this fee is payable before release.
- 11.3 Where a Vehicle remains uncollected and unpaid for more than 28 days after notice, the Company may, having given written notice to the Buyer's last known address, exercise its rights under the Torts (Interference with Goods) Act 1977 to sell the Vehicle and recover all sums owed, storage and costs from the proceeds, accounting to the Buyer for any balance.

12. Special-Order Parts and Cancellation

- 12.1 Parts specially ordered for the Buyer are non-returnable. If the Buyer cancels, or does not proceed, the Buyer remains liable for the cost of those parts in full, together with any restocking surcharge and carriage.

- 12.2 The Company may require a deposit for special-order parts or high-value works before ordering or commencing. Deposits are non-refundable to the extent of costs and labour already committed.

13. Limitation of Liability

- 13.1 Nothing in these Conditions limits or excludes the Company's liability for death or personal injury caused by its negligence, for fraud, or for any liability that cannot lawfully be limited or excluded.
- 13.2 Subject to clause 13.1, the Company is not liable for any indirect or consequential loss, loss of profit, loss of use, loss of earnings, hire or recovery charges, or inconvenience, however arising.
- 13.3 Subject to clause 13.1, the Company's total liability arising out of or in connection with any contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the total charges paid by the Buyer for the Works giving rise to the claim.
- 13.4 The Company is not liable for delay or failure to perform caused by matters beyond its reasonable control, including parts unavailability, supplier delay, the need to source parts for rare, imported or obsolete vehicles, extreme weather, or events of force majeure. Time is not of the essence for completion.

14. Complaints and Dispute Resolution

- 14.1 The Company operates a complaints procedure and aims to resolve concerns promptly and fairly. Any complaint should be raised in writing to a Director as soon as it arises, giving the Company a reasonable opportunity to inspect the Vehicle and respond before any third party is instructed.
- 14.2 The Buyer agrees to allow the Company, or an independent expert instructed by the Company, to inspect the Vehicle before the Buyer arranges alternative repairs or disposes of relevant parts. Failure to allow inspection may prejudice any claim and the guarantee under clause 5.
- 14.3 Where a complaint cannot be resolved directly, the matter may be referred to an alternative dispute resolution (ADR) provider. Raising a complaint does not entitle the Buyer to withhold payment for Works properly carried out.
- 14.4 Collection or payment made "under protest" does not create or preserve any right the Buyer would not otherwise have, and does not amount to acceptance by the Company of any allegation.

15. Fair Comment and Reputation

- 15.1 The Buyer is free to give honest, fair opinion about the service received. Nothing in these Conditions restricts genuine consumer feedback or the Buyer's statutory rights.
- 15.2 The publication of statements of fact that are false and damaging to the Company or its staff, including in reviews, on social media or in community forums, is not protected as opinion. The Company reserves all rights in respect of defamation, malicious falsehood and harassment, and may require the correction or removal of false factual statements.
- 15.3 The Company may respond publicly and factually to feedback in order to correct inaccuracies, and may rely on its records, correspondence, CCTV and independent assessments in doing so.

16. Records, Recordings and Data

- 16.1 The premises are covered by CCTV. Telephone and electronic communications may be recorded and retained for training, quality, security and evidential purposes.
- 16.2 The Company retains job records, correspondence, images and diagnostic data, and may use them to substantiate the Works carried out or to defend or pursue any claim. Personal data is processed in accordance with the Company's privacy policy and applicable data protection law.
- 16.3 The Company may photograph or video the Vehicle before, during and after the Works to record its condition and the Works carried out.

17. General

- 17.1 If any provision of these Conditions is found to be unenforceable, the remaining provisions continue in full force, and the offending provision applies to the maximum extent permissible.
- 17.2 No failure or delay by the Company in enforcing any provision is a waiver of it.
- 17.3 The contract is personal to the Buyer, who may not assign it. The Company may assign or subcontract its rights and obligations.
- 17.4 A person who is not a party to the contract has no rights under it.
- 17.5 These Conditions and any dispute arising from them are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

These Conditions are designed to ensure clarity, fairness and mutual protection between BTE Automotive Ltd and its customers. By instructing the Company or leaving a Vehicle in its care, the Buyer confirms acceptance of them in full.