



## Terms and Conditions

This set of terms and conditions forms part of any contract between Jamieson Motor Services and a Customer.

### 1. Definitions

- 1.1 "Jamieson Motor Services" means Jamieson Motor Services whose head office is located at 9 East Road, Irvine, KA12 0BP, United Kingdom.
- 1.2 "Approved Service Partner" means any third party instructed by Jamieson Motor Services to fulfil any part of the Service on behalf of Jamieson Motor Services.
- 1.3 "Customer" means the legal entity entering in to this contract with Jamieson Motor Services.
- 1.4 "Booking" means the Customer requests from Jamieson Motor Services a time frame within which Jamieson Motor Services aims to complete provision of the Service.
- 1.5 "Service" means the work to be undertaken by Jamieson Motor Services within the booking, as requested of Jamieson Motor Services by the Customer. "Service" also includes any Goods purchased along with the Service.
- 1.6 "Goods" means any items, materials, goods, etc purchased by the Customer from Jamieson Motor Services.
- 1.7 Any reference to one gender also includes the other gender.
- 1.8 Words in the singular include words in the plural, and vice versa.

### 2. General

- 2.1 This contract shall be binding between Jamieson Motor Services and the Customer upon the Customer placing a Booking for a Service with Jamieson Motor Services.

- 2.2 By placing a Booking the Customer warrants that they are a resident of the UK, at least 18 years of age, and are legally capable of entering in to this contract.
- 2.3 Where requested by the Customer, Jamieson Motor Services will provide an estimation of the costs of providing the Service to the Customer, inclusive of Value Added Tax at the applicable rate.
- 2.4 Jamieson Motor Services or an Approved Service Partner will carry out the Service or any part of the Service.

### 3. Warranties and Guarantees

- 3.1 All parts used by Jamieson Motor Services in fulfilling the Booking shall be of Original Equipment (OE) standard or better, so as to ensure any vehicle manufacturer warranty held by the Customer is not invalidated.
- 3.2 All labour carried out by Jamieson Motor Services is guaranteed to be free from defects for a period of 6 months starting when the Service is completed. Goods may come with their own guarantee which extends this period, however this warranty is with the part manufacturer and not Jamieson Motor Services.

### 4. Payment

- 4.1 On completion of the Service, the vehicle will not be released from Jamieson Motor Services or its Approved Service Partner to the Customer until payment for the Service has been received and cleared by Jamieson Motor Services in full.

### 5. Limitation of Liability

- 5.1 Jamieson Motor Services accepts absolutely no liability whatsoever for any damage or loss suffered by the Customer from the storage of its vehicle either at Jamieson Motor Services's premises or the premises of an Approved Service Partner.

- 5.2 The Customer reserves the right to cancel the Service at any time. Payment for all completed work up to the point of cancellation must be received and cleared in full by Jamieson Motor Services before the vehicle will be released to the Customer.
- 5.3 Where Jamieson Motor Services offer a collection and delivery service to a Customer, the insurance cover on a replacement or courtesy vehicle provided by Jamieson Motor Services or an Approved Service Partner will normally be covered by Jamieson Motor Services's or the Approved Service Partner's insurance policy. In the event of a claim, the Customer shall be liable to pay the excess amount stipulated in the applicable insurance policy. The Customer must adhere to the terms and conditions of the applicable insurance policy put in place by Jamieson Motor Services or its Approved Service Partner. If insurance is not applicable to a replacement vehicle or courtesy car, the Customer will be required to provide their own insurance cover. Where a collection and delivery service is offered, it is the sole responsibility of the Customer to ensure that the vehicle and the Customer are available for collections and deliveries at the times and location(s) agreed by the Customer and Jamieson Motor Services or its Approved Service Partner. Failed collections and deliveries, except when caused by Jamieson Motor Services or its Approved Service Partner, will incur a charge of £47 plus any applicable Value Added Tax at the appropriate rate. This charge may be waived at the sole discretion of Jamieson Motor Services.
- 5.4 Jamieson Motor Services will not either be liable or responsible for any unforeseen losses, losses that were not caused by Jamieson Motor Services, its employees, agents, representatives or its Approved Service Partners negligence, or for any business losses. This does not affect any claim that the Customer

may have for death or personal injury. Nothing in this condition will affect the Customer's statutory rights that the Service is performed with due skill, care and attention, and that Goods supplied are of satisfactory quality and are fit for purpose and that Service and Goods correspond with their description.

- 5.5 Jamieson Motor Services will not be held responsible for any loss or damage of items left by the Customer within the vehicle including those that are not connected to the vehicle.
- 5.6 Jamieson Motor Services will not be liable for any damage or delay in the Service provided if the reasons are caused by "an act of god", "industrial action", "government disputes" or factors deemed outside the control of Jamieson Motor Services.

## 6. Complaints

- 6.1 Should a complaint arise with respect to the Service provided by Jamieson Motor Services or an Approved Service Partner, all communications concerning the complaint must be restricted to being between the Customer and Jamieson Motor Services only. Jamieson Motor Services shall not be responsible for rectifying mistakes, errors and disputes when this is not adhered to.

## 7. Your Rights

- 7.1 Nothing in these terms and conditions affect the customer's statutory rights.