

**H.T. HOWARD & COMPANY LIMITED
TERMS & CONDITIONS**

SECTIONS 1, 2 & 3 TO BE COMPLETED BY H.T. HOWARD

Section 1: Description of Component (s) Delivered ("the Components") from	Date of Delivery						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">vehicle – Make:</td> <td style="width: 33%;">Model:</td> <td style="width: 33%;">Reg. No.:</td> </tr> <tr> <td style="height: 100px;"></td> <td></td> <td></td> </tr> </table>	vehicle – Make:	Model:	Reg. No.:				
vehicle – Make:	Model:	Reg. No.:					
Section 2: Description of Work Requested on Component(s)							
Section 3: Charges:							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Estimated £</td> <td style="width: 20%; text-align: center;">or Investigation Charge £</td> <td style="width: 40%;"></td> </tr> <tr> <td colspan="3"> <p><i>You acknowledge that We are unable to provide a fixed fee until We have completed investigative work and/or commenced work. All charges are subject to VAT at the current rate.</i></p> </td> </tr> </table>		Estimated £	or Investigation Charge £		<p><i>You acknowledge that We are unable to provide a fixed fee until We have completed investigative work and/or commenced work. All charges are subject to VAT at the current rate.</i></p>		
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SECTIONS 4 & 5 TO BE COMPLETED BY THE CUSTOMER

Section 4: I confirm that I am a Trade Customer OR Consumer Customer (Delete as appropriate)	
Customer Details (Please Print Clearly): Name: Address: Email: Phone:	Details of the qualified technician if different to the Customer:
Section 5: BY SIGNING THIS FORM THE CUSTOMER ACCEPTS THE TERMS AND CONDITIONS ATTACHED	
<p>I confirm that I have the authority of the owner of the Component to (a) request you to carry out the work on the Component and (b) consent to any further work that you and I agree necessary. PLEASE NOTE CLAUSE 6 ('OUR LIABILITY TO YOU') WHICH LIMITS & EXCLUDES H.T. HOWARD & COMPANY LIMITED'S LIABILITY.</p>	
Signed:	Date:
Print Name:	

1. Definitions

1.1 In these terms and conditions we (that is, H.T. Howard & Company Limited) refer to ourselves as "We" and you as "You". Therefore "Our" and "Your" shall be construed accordingly. Moreover, "party" means either one of us and "parties" means both of us.

1.2 "Charges" means Our charges for Investigation, the Work, Additional Work and/or a Part and which excludes VAT.

1.3 "Collection" means when You collect the Component from Us following Our notification to You of the Completion Date.

1.4 "Completion Date" means the date the Work/Additional Work has been completed and the Component is ready for collection or, if You have decided for Us not to complete the Work/Additional Work, the date You notify us of Your intention not to proceed.

1.5 "Component" means the item set out in Section 1 and any associated items delivered with such component.

1.6 "Investigation" means Our analysis and testing of the Component to identify the full extent of any work required.

1.7 "Quote" means Our offer to (i) undertake Work following Investigation or (ii) Our proposed Additional Work; and the Charges which apply to such Work or Additional Work. These terms and conditions shall apply to all Quotes whether written or verbal.

1.8 "Parts" means the parts available from Us and purchased by You from time to time.

1.9 "Work" means the required remediation work as set out in Section 2 or a Quote.

2. The Work

2.1 We will carry out the work described in Section 2 'Description of Work Requested on Components' ("Work").

2.2 If We are to perform an Investigation on a Component, prior to any Work being undertaken, You will pay the Investigation Charge, if any, set out in Section 3.

2.3 Following an Investigation, We will provide You with a Quote for the Work or advise You that the Component is judged to be beyond repair.

2.4 If, whilst carrying out the Work, We come to the conclusion that in order to fulfil Your expectations the Work needs to be supplemented or varied in such a way that the Work materially departs from that originally described in Section 2 ("Additional Work"), then We will provide You with a Quote for such Additional Work.

2.5 We will not undertake any Additional Work or Work until We receive written or verbal confirmation from You to proceed with such Work or Additional Work.

2.6 We will use reasonable endeavours to complete the Investigation, the Work and any Additional Work within any time-scale that You and We agree upon (that is, time will not be of the essence). We will notify You if We are unable to meet an agreed time-scale and will use Our reasonable endeavours to arrange an alternative timescale with You.

2.7 If any time We discover We are unable to carry out the Work or any Additional Work, We will contact You as soon as practicable to discuss what if any alternative arrangements are available.

3. Title & Parts

3.1 Title to the Components shall, at all times, remain with You or Your client. If, however, You fail to collect the Components within six (6) months of the Completion Date, then We shall be entitled to dispose of the Component as We see fit and We shall have no liability to You. If You delay collecting the Component from Us following Our notification to You of the Completion Date, then We shall be entitled to charge You a storage charge of £10 per week commencing 8 weeks after the Completion Date up until the date of Collection.

3.2 If You buy a Part from Us, title to the Part shall pass to You on full payment of the applicable Charge.

3.3 You shall be entitled to return a Part to Us for a full refund provided (i) the Part is unused and in its original packaging and condition and (ii) You pay to us a restocking fee of 20% of the Charge in respect of the Part being returned and (iii) the Part is returned within 10 days from the date of purchase.

4. Payment Terms

4.1 Unless a credit account ("Credit Account") has been agreed by Us, You shall pay or shall arrange a third party to pay on Your behalf (i) the Investigation Charges in advance, unless otherwise agreed by Us and (ii) all other Charges on or prior to Collection.

4.2 You will be responsible for arranging and paying for collection of the Component following Our completion of the Work and/or any Additional Work. Until Our Charges are paid by You in full, We reserve the right to exercise a lien over the Components.

4.3 Notwithstanding any payments made by a third party on Your behalf, You shall be liable for all Charges due to Us in accordance with these Terms and Conditions.

4.4 Where We have agreed a Credit Account, upon Our completion of the Work and/or any Additional Work, We will notify You that the Work and/or any Additional Work has been completed. We will give You an invoice for the Charges (plus VAT at the applicable rate).

4.5 Upon Your receipt of Our invoice in accordance with Clause 4.4, You will pay Us the Charges (plus VAT at the applicable rate) within 30 (thirty) days of the date of the invoice. If all or part of the Charges is overdue, We reserve the right to charge interest on such overdue amount. If You are a trade customer, We will charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. If You are a consumer customer, We will charge interest at a rate of 4% above the Bank of England base rate from time to time.

5. Warranty

5.1 We will use Our reasonable care and skill in carrying out the Investigation, the Work and any Additional Work. If We fail to comply with this warranty, We shall reperform the Work and/or Additional Work at Our own cost.

5.2 If We damage a Component during the normal course of Our Work or any Additional Work, We will replace the Component with a component of similar value and functionality. This shall be Your sole remedy for such damage.

5.3 After completion of all Work, You or Your appointed qualified technician shall be responsible for inspecting the Component prior to installing, reassembly and/or operational use. If any defect is identified (that is, the Component is not fit for purpose) We will attempt to put right the error and remedy the defect in the Component at Our own cost within a reasonable time provided that You notify Us of such defect within ten (10) days of Collection. This shall be Your sole remedy for such failure. Please retain Your copy of Your receipt for the Work and/or Additional Work as We may not be able to remedy Work and/or Additional Work without proof of order.

5.4 To the extent permitted by law, We exclude any other warranties which would otherwise be implied by law. Except if You are a consumer the warranties and warranty remedies are in addition to and shall not reduce Your statutory rights.

5.5 The warranties given in Clauses 5.1 to 5.3 above will not apply if the Component or Part is:

- a) installed or used improperly or outside their normal environmental or operational parameters;
- b) found to have defects caused by Your incorrect transport, handling, storage, installation, fitting, adjustment or maintenance;
- c) found to have defects which are the result of problems with work not carried out by Us;
- d) modified or altered in any way without Our prior approval;
- e) installed by You or a third party when the Component and/or Part is known, or should have been known, to be faulty and in such event You shall be liable for any direct damages, costs, losses or claims which arise as a result of such installation;
- f) subject to wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party;
- g) found to have defects or been subject to damage as a consequence of the failure of parts or items not supplied by Us;

5.6 We shall not be considered to be in breach of any warranty because of:

- a) the effects of normal wear and tear; or
- b) any slight deviation in dimensions where this does not materially affect the normal operation of the Component and/or Part.

6. Liability

6.1 If You provide Us with any parts to use in Our execution of the Work or Additional Work ("Material"), then We shall have no liability for any damage to the Component caused by the Material.

6.2 If once We have commenced Investigation, Work or Additional Work, We determine that We cannot continue without a significant risk of damaging any Component, We will notify You. If You instruct Us to continue with the Work or the Additional Work, despite the risk to the Component, then We will not be responsible for any costs, damages, expenses, losses or liabilities suffered or incurred by You as result of damage to the Component as a result of such Work or Additional Work.

6.3 We will not be responsible for any costs, damages, expenses, losses or liabilities suffered or incurred by You arising out of or in connection with reassembly work which utilises the Component.

6.4 We shall have no liability to You in respect of the use of the Components in racing or increased performance vehicles which have been modified to increase power or performance beyond the original manufacturers design specifications.

6.5 If We sell You any re-manufactured parts or component, We will use reasonable endeavours to ensure that they comply with the Federation of Engine Re-Manufacturers code of practice. We

shall pass on the warranty of the supplier of the Parts and shall make such warranty conditions available to You upon request. If We sell You any new parts or component, We shall pass on the warranty of the supplier of the Parts and shall make such warranty conditions available to You upon request.

6.6 Nothing in these terms and conditions shall limit or exclude Our liability for:

- (a) death or personal injury caused by Our negligence (including the negligence of Our employees, agents or sub-contractors); or
- (b) fraud or fraudulent misrepresentation.

6.7 If You are a consumer, We shall be liable to You for:

- a) Our breach of terms implied by sections 13,14 and 15 of the Supply of Goods and Services Act 1982;
- b) defective Parts under the Consumer Protection Act 1987 (as amended); and

6.8 Subject to clause 6.6 above,

(a) We shall under no circumstances whatever be liable to You or any end consumers, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss (including, without limitation, any loss of revenue, loss of anticipated savings, loss of good will, loss of reputation) arising out of or in connection with these terms and conditions (except if You are a consumer), any indirect or consequential losses that were foreseen or foreseeable; and

(b) We do not accept any liability to You or, if You are a business to any of Your customers, for replacement vehicle costs, car hire charges or rebuild costs; and

(c) Our total liability to You in respect of all other losses arising out of or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the aggregate amount of the Charges paid by You to Us.

7. General

7.1 If any of these terms and conditions is adjudged by a court of competent jurisdiction to be invalid, void or unenforceable, the parties agree that the remaining provisions will not be affected thereby, and that the remainder of these terms and conditions shall remain valid and enforceable. No waiver by either party of any term hereof shall constitute a waiver of any such term in any other case whether prior or subsequent thereto. No single or partial exercise of any power or right by either party shall preclude any other or further exercise thereof. These terms and conditions may not be changed, modified, amended, released or discharged except by a subsequent written agreement or amendment executed by duly authorised representatives of You and Us. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof.

7.2 These terms and conditions are to be construed in accordance with and governed by English law and any dispute arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

H.T. Howard & Company Limited
Unit 15
The Business Village
Wexham Road
Slough
BERKSHIRE
SL2 5HF

Registered in England and Wales with Company Number 00413189