

SERE – Terms and Conditions of Motor Vehicle Repair Agreement

The Title in any goods or service does not pass to the customer until all monies are received in full and all cheques cleared. Nothing contained herein is designed to nor will it effect a customer's statutory rights. **Vehicle sales:** Please refer to your order form and our standard trading conditions. **Service sales:** Please refer to conditions below. **Parts sales:** Please refer to conditions below. Goods supplied of merchantable quality will not be accepted for credit unless returned within 7 days quoting the invoice number. All new parts returned will be subject to a handling charge. Goods correctly supplied to special order cannot be accepted for credit.

1. In these conditions 'the dealer' shall mean the company (SERE Ltd) by whom this form is used, 'the customer' shall mean the person or body entering into a contract with SERE Ltd for sales, servicing and parts.
2. Where the customer contracts SERE Ltd to carry out any franchise service or diagnostic operation on the vehicle, liability shall be limited to the performance of such work as may be described from time to time by the manufacturer or the vehicle importer for the United Kingdom as coming within the scope of such operation.
3. All contracts with SERE Ltd shall be subject to these conditions of business and no other.
4. SERE Ltd and its servants and agents are expressly authorised by the customer to use the vehicle or vehicles on the highway and elsewhere for all purposes in connection with the inspection service and repair thereof.
5. All monies due to SERE Ltd in respect of Inspection Service or Repair operations carried out on the vehicle or vehicles on behalf of the customer shall become payable when such operations are completed and the customer has been notified either that the vehicle or vehicles are ready for collection. Unless otherwise agreed, all payments to SERE Ltd shall be made before the vehicle is released to the customer and in cash and not by cheque unless a cheque is supported by approved Bankers card.
6. The customer acknowledges that SERE Ltd have a legal lien upon any vehicle or vehicles left with SERE Ltd for service inspection or repair and upon the fittings or contents thereof for all monies due to SERE Ltd from the customer on any account.
7. Subject to the provisions of the Unfair Contract Terms Act 1977 and the amendment thereof, vehicles and components, fittings and contents of the vehicle are left with SERE Ltd entirely at the customer's risk. SERE Ltd shall in no circumstances be liable for the loss or damage thereof or for any delay in completing service or repairs howsoever occasioned and whether by any reason of any act or default of SERE Ltd, its servants, agents or otherwise.
8. If, after the date of any contract made subject to these conditions of business but before payment is made by the customer the recommended list prices of the Manufacturer or its United Kingdom Importer for any work carried out or parts supplied shall rise, then the contract price shall rise accordingly notwithstanding the terms of any estimate or quotation SERE Ltd may have given.
9. Except in so far as liability may be placed upon SERE Ltd by the Unfair Contract Terms Act 1977 or in respect of a vehicle subject to the Manufacturer's Warranty or a replacement component fitted to a vehicle or in the course of service or repair and similarly subject or by law. No warranties are given or implied as to the quality of goods or services supplied by SERE Ltd or their fitness for any particular purpose whether such purpose shall be known to SERE Ltd or not. SERE Ltd will however without prejudice to its rights here under correct all faults in inspection service or repairs operations carried out by SERE Ltd and occurring by reason of SERE Ltd default or negligence shown to be such to SERE Ltd's reasonable satisfaction.
10. All agreements made between SERE Ltd and the customer, or as provided by the Unfair Contract Terms Act 1977 or similar enacted Legislation, Regulations and Directives, are personal to the customer who shall not assign his rights or liabilities under an agreement made subject to these conditions.
11. If, in SERE Ltd's reasonable opinion, the operations ordered to be carried out by the customer cannot be carried out without the vehicle or any parts thereof being washed or otherwise cleaned, the cost of such washing or cleaning shall be chargeable to the customer as if the same had been specifically ordered by him/her.
12. If the customer shall become bankrupt or insolvent or makes any arrangement with creditors or suffers a receiver of their effects to be appointed or being a body corporate enters into liquidation other than for the purpose of amalgamation or reconstruction, SERE Ltd shall have the right to terminate any agreement with the customer subject to these conditions and shall henceforth cease to have any further obligation under the contract and the price for all work done and goods and services rendered by SERE Ltd shall immediately become payable.
13. If by reason of the customers instructions or lack of such instructions any vehicle or vehicles left with SERE Ltd for any inspection service or repair operation are not collected by the customer within 7 days of SERE Ltd having notified the customer that such operations have been completed, SERE Ltd shall be at liberty to charge the customer a daily surcharge of £16.00 for the storage of such vehicle or vehicles.
14. The owner warrants that it is entitled to grant a lien, and hereby grants a lien over the motor vehicle (including all its equipment, accessories and contents) to secure the due payment of all charges arising under this agreement, including storage charges, interest charges and any additional charges. SERE Ltd will notify the owner when the motor vehicle is available for collection. Actual notice will be sufficient for these purposes; notice sent by properly pre-paid post will be deemed to be actually given to the owner two days after posting. If the owner does not collect the motor vehicle within two days (excluding days on which SERE Ltd is not open for business) of SERE Ltd giving notice to the owner, the owner will pay SERE Ltd a storage charge of £16.00 per day (or part thereof).
15. SERE Ltd warrants that all genuine franchise parts will be free of defects in material or workmanship for 24 months from sale by SERE Ltd. In respect of any other parts fitted or other goods, SERE Ltd assigns to the customer the benefits of the applicable manufacturers warranty. SERE Ltd warrants its work free of defects in workmanship for a period of 12 months or 12,000 miles, whichever occurs sooner, from the date of completion of work.
16. No warranty will apply if and to the extent that a defect is caused or worsened by one or more of the following, namely (a) a failure to inform SERE Ltd of the defect or to have it examined by SERE Ltd and a failure to give SERE Ltd the opportunity to remedy; (b) if the goods have been subjected to misuse, negligence or accident or used in a vehicle for racing, rallying or similar sports; (c) the installation of a part, the use of which has not been approved by the franchise or the alteration of goods in a manner not approved by the franchise; (d) non-adherence to instructions concerning the treatment, maintenance and care of the goods or a failure to have the relevant vehicle serviced in accordance with the franchise recommendations; or (e) the repair or maintenance of goods by a person other than SERE Ltd or a person authorised by the franchise or SERE Ltd.
17. No parts will be accepted for credit unless returned within 7 days of collection, quoting the invoice number. All new parts returned for credit shall, in the opinion of the dealer be in a reasonable condition of merchantable quality and may be subject to a handling charge. Goods specially ordered cannot be accepted for credit. This does not affect your rights under the Sale and Supply of Goods Act 1994.

We, the company named herein and the franchise involved will hold the information given for sales, service and warranty purposes. Your information may be passed to carefully selected third party organisations and we, or they, might contact you by mail, email or telephone to let you know about other products or services that might be of interest to you, or you may be asked to participate in one of our customer satisfaction surveys. If you do not wish for your information to be used in this way, please write to SERE Ltd Headoffice, 7-13 Boucher Road Belfast BT12 6HR so that our records can be adjusted accordingly.