



TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please phone us on 01202 872828.

Application

1. These Terms and Conditions will apply to the purchase of the services by you (the Customer or you).
2. We are JRT Accident Repair Ltd t/a Motura a company registered in England and Wales under number 11487736 whose registered office is at 66A Cobham Road, Ferndown Industrial Estate, Wimborne, Dorset, BH21 7QJ.
3. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions.

Interpretation

1. **Consumer:** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
2. **Contract:** means the legally-binding agreement between you and us for the supply of the Services;
3. **Order:** means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation;
4. **Services:** means the services, including any Goods, of the number and description set out in the Order.

Services

1. The description of the Services is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in any of our services provided.
2. In the case of Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
3. All Services are subject to availability.
4. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

1. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any vehicle under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
2. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

Basis of Sale

1. The description of the Services in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Services.
2. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
3. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
4. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
5. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, e.g. by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

Fees and Payment

1. The fees (Fees) for the Services, and any additional delivery or other charges is that set out in our price list current at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
2. Fees and charges exclude VAT at the rate applicable at the time of the Order.
3. Payment for Services must be made at the time of collecting your vehicle after Services have been completed. You must pay in cash or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Services.
4. Motura offers no credit terms.

Delivery

1. We will aim to complete the Services within the agreed period.
2. We will aim to deliver within agreed timescales. However, occasionally due to unforeseen circumstances this may not be possible. If this is the case, we will endeavour to inform the customer of any updates.
3. If you treat the Contract at an end, we will (in addition to other remedies) promptly return all payments made under the Contract.
4. If you were entitled to treat the Contract at an end, but do not do so, you are not prevented from cancelling the Order for any Services or rejecting completed Services that have been completed and, if you do this, we will (in addition to other remedies) without delay return all payments made under the Contract for any such cancelled or rejected Services.
5. You agree we may complete the Services in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
6. If you or your nominee fail, through no fault of ours, to collect the vehicle after completion of the Services, we may charge the reasonable costs of storing your vehicle.
7. The Services completed on your vehicle will become your responsibility from the completion of Customer collection. You must, if reasonably practicable, examine the Services provided before accepting them.

Risk and Title

1. Risk of damage to completed Services will pass to you when the vehicle is collected.
2. You do not have any rights to the completed Services until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy.

Withdrawal

1. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability there will be a cancellation fee no less than 10% of the order value inc VAT.

Conformity and Guarantee

1. We have a legal duty to supply the Services in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
2. Upon completion, the Services will:
 - a) be of satisfactory quality;
 - b) be reasonably fit for any particular purpose for which you buy the Services which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c) conform to their description.
3. It is not a failure to conform if the failure has its origin in your materials.
4. We will supply the Services with reasonable skill and care.
5. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).
6. All Body Repairs carry a warranty for as long as you own the vehicle, once vehicle ownership passes our warranty will be deemed void., with the exception of Diamond Cut wheels (which carry a 6 month warranty) and Standard Painted Alloys (which carry a 12 month warranty) and Brake Caliper Painting (which carry a 36 month warranty).

Duration, termination and suspension

1. The Contract continues as long as it takes us to perform the Services.
2. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - a) commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b) is subject to any step towards its bankruptcy or liquidation.

3. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.
4. We shall not be responsible or liable for any loss or damage to goods or articles left in vehicles, or damage or mechanical fault of any vehicle.
5. After completion of any services, especially after Services on wheels, we aim to check the condition of your tyres to ensure that they conform to all safety and legal requirements, however this is your **sole** responsibility.

Successors and our sub-contractors

1. Either party can transfer the benefit of this Contract to someone else, and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

Circumstances beyond the control of either party

1. In the event of any failure by a party because of something beyond its reasonable control:
 - a) the party will advise the other party as soon as reasonably practicable; and
 - b) the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery.
2. We reserve the right to charge extra in the event of unforeseen problems, and in such circumstances we will endeavour to contact you for agreement before continuing to carry out the work.

Excluding liability

1. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer.

Governing law, jurisdiction and complaints

1. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
2. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

3. We try to avoid any dispute, so we deal with complaints as follows: If a dispute occurs customers should contact us to find a solution. We will aim to respond with an appropriate solution within 10 working days.
4. We reserve the right to revise and amend these terms from time to time. You will be subject to the terms in force at the time of the booking.

Reviewed: July 2021