



Terms of Business

1 General & Definitions

- 1.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England & Wales. Disputes arising from here shall be exclusively subject to the jurisdiction of the courts of England and Wales.
- 1.2 If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, it shall be severed and deleted from this clause. All other Terms of Business shall remain in full force and continue to be binding.
- 1.3 TME Motorsport Engineering Ltd reserves the right to change any of these Terms of Business at any time by posting changes online.
- 1.4 These terms are the only terms on which TME Motorsport Engineering Ltd (called "**the Company**") contracts with its **customer**.
- 1.5 "Goods" - means all goods, parts or other items sold by the Company to the Customer whether or not supplied in conjunction with work to be done by the Company.
- 1.6 "Work" means any work to be done by the Company whether by way of repairs, service, fitting or otherwise.
- 1.7 "The Company" includes the Directors, Employees and any Affiliates or Associates that may be acting on behalf of the Company.
- 1.8 The Customer will be deemed to have accepted these Terms of Business if they or their insurance company give any instructions by any means for work to be done or goods to be supplied.
- 1.9 "Vehicle" means any car, lorry, van, trailer, invalid carriage and cycle, and, as a separate unit or otherwise, engine, axle, gearbox, clutch, generator, starter, battery and each and every component on the vehicle.

2 Estimates

- 2.1 An estimate is a considered an approximation of the likely costs involved. All estimates are valid for 14 days from the dispatch of the estimate by the Company to the Customer. If the Customer deposits a vehicle with the Company for the purpose of an estimate, a storage charge based on the Company's current rates will be made to the customer from the 15th day after dispatch of the estimate by the Company unless the estimate is accepted by the customer, or the vehicle is removed from the Company's premises within that period.
- 2.2 Prices of goods are based on prices at the time of preparation of the estimate. The Company reserves the right to increase such prices if the price to the Company is increased between preparing the estimate and obtaining the goods.
- 2.3 Where goods are considered by the Company to be high value, special order or require a deposit to instigate manufacturer, then the Company will require the Customer to pay either the full value or deposit before conformation of order of any Goods.
- 2.4 Unless otherwise agreed in writing, if it appears during the progress of any work that the estimate will be exceeded by a significant amount, the Company will not continue with the work without further express permission (which need not be in writing) from the Customer.

3 Uncompleted work

3.1 If for any reason the work requested by the Customer is not carried out in full, the Company will charge a reasonable amount for any work actually completed and the current price of any goods fitted or supplied.

4 Variations

4.1 Any variation agreed between the Company and the Customer in work to be done or goods to be supplied shall be deemed to be an amendment to this contract and shall not constitute a new contract.

5 Time

5.1 The Company will use its best efforts to do work or supply goods within any time period notified by the Customer. However, time will not be of an essence and the Company will not be liable for any delays.

6 Completion of work & Payment

6.1 All goods shall be paid for on delivery or collection unless a credit facility has been agreed in advance.

6.2 Unless otherwise stated, all service work undertaken is carried out in accordance with manufacturers schedules.

6.3 Work shall be deemed to be complete when the Company advises the Customer that such work is complete. The Customer will pay the Company for all work done and goods supplied as well as any storage charges before any vehicle may be removed from the Companies premises.

6.4 If a vehicle is not collected by the Customer within seven (7) days of the Customer being advised that work is complete, the Company will charge for its storage at its current rates. The Company may sell the vehicle if the Customer shall fail to pay monies due to the Company and collect the vehicle within three (3) months of being notified that the work is completed and being notified of the Companies intention to sell it. Upon any sale the Company shall pay the balance of the proceeds to the Customer after deducting all monies due to the Company and all costs of the sale.

6.5 Interest at the rate of 6% per month (apportionable by the day) will accrue on all overdue payments.

7 Retention of Title and Risk

7.1 Goods are at the risk of the Customer as soon as they are delivered by the Company to the Customer.

7.2 Goods will remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company the full price thereof together with the full price of any other goods that are the subject of any contract with the Company and together with all storage charges and interest which may be due to the Company under this contract or any other, and until payment in full as aforesaid has been made, the Customer acknowledges that he/she is in full possession of the goods solely as bailee for the Company.

7.3 Until the Customer becomes the owner of the goods, the Company will store them separately from their own goods or those of any other person and in a manner, which makes them readily identifiable as the goods of the Company.

7.4 The Customers right to possession shall cease if he/she, not being a company, commits an available act of bankruptcy or if he/she, being a company does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle to a person to present a petition of winding up. The Company may for the purpose of recovery of the goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

7.5 The Company shall not be at liberty to agree to sell on the goods or any other product produced from or with the goods subject to the express condition that such an agreement to sell shall take place as agents (save that the Customer shall not hold himself/herself out as such) and bailees for the Company, where the Customer sells on his/her own account or not that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into an overdrawn bank account and shall at all times be identifiable as the Companies monies.

8 Delivery

8.1 Unless otherwise agreed in writing, delivery of goods shall be ex the Company's premises.

8.2 Where a collection or delivery service is provided for a Customers vehicle, The Company shall not be responsible for stone chips, punctures or windscreen damage occurring whilst in transit.

9 Loss or Damage.

9.1 The Company is only responsible for loss or damage to any vehicle, its accessories and contents caused by the negligence of the Company or its employees. The Customer is strongly advised to remove any item of value not related to the vehicle and in respect of any loss or damage not the responsibility of the Company, must rely on his/her own insurance.

9.2 Goods received that are damaged must be reported to the Company within 24 hours of delivery if a credit or exchange is required.

10 Replacement Parts.

10.1 All parts replaced during any work done, except those that have to be returned to a manufacturers or suppliers under warranty or service exchange arrangements, will be retained by the Company for the Customer until the vehicle is collected. If the Customer does not specifically ask to take possession of such replaced parts when collecting the vehicle, then they will become the property of the Company to dispose of as it deems fit.

11 Returned Goods.

11.1 Goods will be accepted for credit provided:

a) The Customer returns the goods unused within 5 working days of delivery.

AND

b) The original invoice is produced.

AND

c) The Customer pays the current handling charges.

AND

d) The goods were non-stock items specially ordered for the Customer.

11.2 Save as aforesaid goods will not be accepted back by the Company.

11.3 Exchange units that are to be returned for surcharge credit must be returned to the Company within one (1) calendar month of the original issue and be fit for remanufacture.

12 Professional Advice

12.1 If any information, guidance, instruction, assistance or the like is provided by the Company to the Customer, it should be treated as recommendations and guidance only and no responsibility is accepted for how the Customer receives or applies such advice.

13 On Event Support Services

13.1 If the Company provides to a Customer any 'on event' technical, co-ordination or management support, the level of support will be agreed prior to any event. At all times before, during and after an event. 12.1 above applies.

13.2 Unless a credit agreement has been agreed prior to any event, the Company will request payment from the Customer for all support that have been agreed and must be paid for prior to departure for the event. This will include fuel, tyres, ferries, flights, accommodation and any other services that the Company has purchased for the event.

14 Sub-Contracting

14.1 The Company shall be entitled to carry out its obligations under this contract by sub-contractors but shall be responsible for quality of sub-contractor's work.

15 Health and Safety

15.1 Notice is hereby given to the Customer that the instructions to use cautionary notices, and other technical notices and information are available on request.

16 Warranty

16.1 In respect of any parts fitted or other goods, the Company assigns to the Customer the benefits of the applicable manufacturer's warranty. The Company warrants its work free of defects for a period of three (3) months or 3000 miles whichever occurs sooner, from the date of completion of the work.

16.2 If the work includes paint, then

a) If the metal to be painted is rusted, every reasonable precaution will be taken to prevent rust penetrating the paint after completion of the work, but no warranty can be given in this respect.

b) No warranty can be given that the new paintwork will match existing paintwork exactly.

16.3 The Company makes no warranties whatsoever, expressly implied or statutory, including without limitation any implied warranties or merchantability or fitness for a particular purpose, for any vehicles used in motorsport or other forms of automotive competition such as track days, sprints, classic, historic & modern rallies & races, rally cross, auto cross, hill climbs, auto tests, Targa rallies, auto solos or demonstration events.

16.4 The warranties in 16.1 above are in addition to any other remedies the Customer may have under the contract (OR UNDER STATIONARY LAW) but where applicable do not extend to cover defect arising from;

a) the Customers failure to have the vehicle serviced in line with manufacturers recommendations.

OR

b) Failure to personally maintain the vehicle in accordance with the manufacturer's handbook.

OR

c) For vehicles used in motorsport, failure to maintain or prepare the vehicle to the standard recognised periods of maintenance applicable to the demands the vehicle is being subjected to.

16.5 In cases where the reason for failure cannot be identified by the Company, the goods will be forwarded to a third party such as the manufacturer for investigation. In these cases, the customer remains liable for the cost of the work undertaken until the third party confirms the cause of failure as being covered by warranty.

17 Insurance.

17.1 The Company maintains Insurance to provide cover for Customers vehicles and parts while in the care of the Company. Insurance cover is also provided by the Company for vehicles in transit while in the care of the Company.

17.2 The Company requests however, that any Customer with a vehicle with a value of more than £50,000 declares the value of his/her vehicle before any commitment is undertaken by the Company.

17.3 Any increase in the Insurance premium for the period a Customer places his/her vehicle in the care of the Company will be chargeable in addition to all works completed or On Event Support provided by the Company.

17.4 Any customer choosing to provide their own insurance cover, must provide full details of the level of cover in place prior to the commencement of any works or the provision of any On Event Support.

18 **Notices**

18.1 All written notices given by the Company to the Customer shall take effect 24 hours after being dispatched by the company in the normal course of post to the Customers last notified address.

**TME Motorsport Engineering Ltd.
Unit 1 Redgrave Business Centre,
Gallows Hill,
Redgrave,
Suffolk,
IP22 1RZ**

Phone – Office & Workshop +44 (0)1379 890945

Email; info@tme-ltd.com

Company Number 10382063

**Issue 2
1st June 2024**