

# HALL AND HALL

## TERMS AND CONDITIONS OF BUSINESS

### 1. OUR RESPONSIBILITIES:

Hall and Hall thereafter referred to as 'we', will carry out the work that we are undertaking for our Customer whether it be restoration work, preparation, repairs, race support sales, or other services with regard to the Customer's motor vehicle(s) or activities under the following terms and conditions.

Race support means the provision of all or any of the following facilities; the transportation of the Customer's vehicle(s) to and from race meetings and/or events, the provision of mechanics to attend and maintain the vehicle(s) and any other attendant facilities or services offered to the Customer for this purpose.

### 2. YOUR RESPONSIBILITIES:

You must inform us of any information relating to the vehicle which might be relevant or helpful to us in carrying out our work.

You will be responsible for any incorrect information supplied to us or failing to inform us of relevant information.

If you are not the owner of the vehicle you are responsible for ensuring that you have the owner's permission for the work to be carried out but you remain responsible under our contract including for payment of our invoices.

### 3. GENERAL:

We may sub-contract all or any part of the work if, in our absolute discretion, specialist services or parts are required for the purpose of completing the work.

We will have a lien on all or any of the property in our possession for all or any sums due to us at any time by you and we shall be entitled to use, sell or dispose of such property as agents and at your expense apply the sale proceeds towards the payment of such sums on 28 days notice in writing to you. Upon our accounting to you for any balance remaining after payment of any sums to us and the costs of sale or disposal we shall be discharged of any liability in respect of such property.

We shall retain the ownership of all parts and materials supplied to the Customer or fitted to the Customer's vehicle(s) by us and ownership will only transfer to the Customer upon your settling in full all financial obligations that you may have to us on any account whatsoever.

Hall and Hall reserve the right to increase their labour rates at any time without prior notice.

Hall and Hall reserve the right to withdraw credit facilities if the account payments are not kept to our 30-day terms as detailed.

### 4. STORAGE:

We will store your vehicle at our premises whilst we are working on it and will take all reasonable precautions to ensure its security. We will not charge for storage when a vehicle is in the workshop in connection with the carrying out of any work commissioned by the Customer.

We reserve the right to commence the charging of storage on all Customer vehicle(s) that are not undergoing work and are not committed to attend any race meetings or events; without prior notice.

Subject to prior agreement (and without prejudice to the provisions of paragraph one note 5. we will provide secure dry storage for Customer's vehicle(s) at the rate of £25.00 per week per vehicle plus Insurance.

### 5. COLLECTION:

We will inform you when the work is complete or, if you decide not to proceed with our recommendations, when you inform us of that decision. At that time your vehicle(s) will be ready for collection. If you do not collect, or arrange for it to be collected after 14 days we will have the right to charge you a reasonable sum for storage and insurance as laid out in section 4., third paragraph. If you arrange for a third party to collect the vehicle for you, you must ensure that we are informed of the name of the person or Company collecting the vehicle(s), but we shall not be responsible for otherwise identifying them.

**6. INSURANCE:**

If the Customer does not insure their own vehicle(s) we will insure them via our rolling stock on our own Insurance policy at such value as we shall in our absolute discretion deem to be appropriate. We reserve the right to charge the Customer for the cost of insuring their vehicle(s) without prior notification.

**7. TERMS OF PAYMENT:**

All our invoices are payable within 30-days of the date of the invoice or at the time of collection of the Customer's vehicle(s) (whichever is sooner) unless on the face of the invoice another date or immediate payment is given. Any complaint of any kind must be made within 30-days of the work being completed. Any requested and agreed reduction in the invoice amount will render any warranty null and void.

Payment must be made by either bank transfer, cheque or credit card (except American Express); all credit card transactions are subject to an additional 2% levy charge.

Unless stated on the applicable invoice all payments are to be made in British Pounds Sterling (GBP) and if paying by bank transfer all associated bank charges are to be paid by the remitter and not passed onto to Hall and Hall the receiver.

We reserve the right to charge interest on all or any part of any invoice not settled in full by the due date at the rate of 4% above the then base rate of HSBC Bank Plc until we are paid, even if that is after a Court Judgement.

We reserve the right to stop work on a vehicle if outstanding invoices have not been paid.

All invoices are subject to VAT at the prevailing rate, where applicable. In the case of invoices submitted to Customer in the EU a VAT Number must be provided that is accepted by HM Revenue and Customs for the country to which the invoice is being rendered to enable the VAT to be Deferred.

We will invoice on either on a monthly basis or on a race meeting by race meeting basis (whichever is earlier) detailing the work completed during the previous month.

**8. FORCE MAJEURE:**

We shall not be liable for any failure in the performance of any of its obligations caused by factors outside our control.

Racing parts are short lived high performance products, no warranty is offered or implied and are not for road use.

Every care has been taken in the manufacture of the product(s) detailed on our invoices. However, we cannot accept responsibility for any loss, damage, or personal injury which may occur during use.

No Guarantees or Warranties are offered or implied with any work carried out or parts supplied.

Hall and Hall shall not be liable for any penalty, loss, injury, damage, or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the customer to refuse to accept any delivery or parts or repudiate the order.

**9. LAW AND COURTS:**

Subject to any mandatory rules applicable to overseas customers the contract shall be covered by English Law and any dispute shall be determined by the English Courts.