

## 1 DEFINITIONS

In this document the following meanings apply:

- 1.1 'Consumer' shall have meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.2 'Customer' means any person who purchases Goods and Services from the Supplier;
- 1.3 'Goods' means the articles specified in the Proposal;
- 1.4 'Proposal' means a statement of work, verbal quotation or similar document describing the Goods and Services to be provided by the Supplier;
- 1.5 'Services' means the services specified in the proposal;
- 1.6 'Supplier' means COURTENAY SPORT LTD of 14 Folgate Road, North Walsham, Norfolk NR28 0AJ;
- 1.7 'Terms and Conditions' means the terms and conditions of supply set out in the document and any special terms and conditions agreed in writing by the Supplier.

## 2 GENERAL

- 2.1 These Terms and conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer and shall prevail over any other documentation and/or communication from the Customer.
- 2.2 Any variation to the Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.
- 2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Customer.

## 3 THE ORDER

- 3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days.
- 3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ('the Order') within the period specified in Clause 3.1.
- 3.3 All Orders for Goods and Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.
- 3.4 All workshop bookings are subject to a non refundable deposit taken at the time of booking.

## 4 PRICE AND PAYMENT

- 4.1 The price for the Goods and Services is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal, subject to further work being carried out wherein the Customer will be notified before commencement.
- 4.2 Payment of the price shall be in the manner specified in the Proposal.
- 4.3 If the Customer fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 2% per month, above bank base rate on the outstanding amounts.
- 4.4 If after the 30 day period the amount remains outstanding, the Supplier may sell the vehicle, upon such a sale the Supplier shall pay the balance of the proceeds to the Customer after deducting all the unpaid charges/interest and disposal costs.
- 4.5 Payment for orders placed must be received in fully cleared funds before the Supplier can release the Customer's vehicle and property. If any cheques drawn by or on behalf of the Customer are dishonoured by the drawer's bank, the Customer is subject to an administration charge of £25 payable by the Customer.

## 5 DELIVERY

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.
- 5.2 All risks in the Goods shall pass to the Customer upon delivery.
- 5.3 If the Courier is unable to deliver the goods they will hold for approximately 7 days. If they cannot deliver the goods to you, because no one was available to sign for the goods or there was no response to a card left, your parcel will be returned to the Supplier. If this occurs you will need to contact the Supplier to arrange for the goods to be resent. The Supplier reserves the right to charge re-delivery on re-sent items which have been returned to the Supplier by a delivery company/agent. The cost will be the original shipping charge plus the courier return fee charged to the Supplier, currently £8.65.  
If your item was sent by Royal Mail, a card will be left detailing how and where you can collect or have your parcel redelivered.

## 6 TITLE

- 6.1 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

## 7 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 7.1 co-operate with the Supplier;
- 7.2 provide the Supplier with any information reasonably required by the Supplier;
- 7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and
- 7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

## 8 SUPPLIER'S OBLIGATIONS

- 8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier.
- 8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 8.3 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects.
- 8.4 In addition to the Customer's statutory rights, the Supplier guarantees all Goods against faulty workmanship and materials for a period of 3 months from the date of completion, in accordance with the correct maintenance and servicing of these elements.
- 8.5 The Supplier provides a separate warranty in relation to the specific Services carried out where applicable.

## 9 CANCELLATIONS AND REFUNDS

- 9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 7 days of delivery and the Customer shall be entitled to replacement Goods or a full refund.
- 9.2 The Customer may cancel an Order by notifying the Supplier in writing at the address above within 7 days of placing an order and any deposit will be refunded in full unless it is a specially ordered item whereupon a refund will not be applicable.
- 9.3 If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.
- 9.4 Any agreed returned Goods must be notified to the Supplier within 7 days of receipt, consigned 'carriage paid' by the Customer and accompanied by a copy of the original invoice stating the reason for return. A restocking charge of 15% will be imposed on any agreed returned Goods. All original carriage costs will remain payable by the Customer.
- 9.5 All returned Goods must be accompanied with a returns number issued at time of notification of return.
- 9.6 All returned Goods must be received by Courtenay Sport within 28 days of date of delivery.

## 10 LIMITATION OF LIABILITY

- 10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods and Services.
- 10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract misrepresentation or otherwise.
- 10.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of failure to complete the Services by an agreed completion date.
- 10.4 In a case of whereby a Customer insists on collecting the vehicle prior to completion of the vehicle road testing phase, the Supplier shall become free from all liabilities arising from that Proposal.

## 11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## 12 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 13 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of the United Kingdom and the parties hereby submit to the exclusive jurisdiction of the British courts.