

### TITLE: TERMS & CONDITIONS OF BUSINESS

Version	Date Issued	Brief Summary of Change	Owner's Name
1	26/01/2021	Creation	Lee Hughes
2	12/11/2021	Review and update	Lee Hughes
3	24/03/2022	Update and Review	Lee Hughes
<b>Aim</b>	<p>What are terms and conditions?</p> <p>Terms and conditions are a binding set of rules that serve as a contract between you and the users who visit your website or use your app. They are also known as terms of service and terms of use, and are abbreviated as T&amp;Cs (or ToS and ToU, respectively).</p>		
<b>Scope</b>	<p>Unlike a privacy policy, terms and conditions are not a legal requirement. However, it is recommended that every website includes one as it forms the legal basis of the site's relationship with the user.</p> <p>Terms and conditions act as a contract between you or your business and your users and customers. It serves to set out the rights and responsibilities of both parties. In order to use your website, product, or mobile application, your users must agree to abide by your terms and conditions and to provide services as per the terms.</p>		
<b>Further Documentation</b>	<ul style="list-style-type: none"> <li>• ISO 27001:2013 Management System</li> <li>• ISO 9001:2015 Management System</li> </ul>		
<b>Review and consultation process:</b>	To be reviewed annually through Management Review.		
<b>Classification:</b>	Unclassified/ Public Available		
<b>Distribution methods:</b>	Available on company website and shared company folder		

**TITLE: TERMS & CONDITIONS OF BUSINESS**

1. **The Company** 'The Company' means Egertons Recovery Group Ltd, a company registered in England and Wales with Company Number 07270006 whose registered office is at Moss Lane, Mobberley, Cheshire, WA16 7BS (hereinafter 'the Company') and all customers hereby agree to be bound by these terms on their own behalf and (where applicable) on behalf of their agents, customers, or principals.

2. **Dispute Resolution** Complaints to be addressed to [customersupport@egertonsrecovery.com](mailto:customersupport@egertonsrecovery.com) All reasonable steps will be taken to address any such query and resolve the matter as quickly as possible.

3. **Release/ Collection** of Vehicles in the Company's Custody and Control, the Company will release the vehicle to the customer after payment has been made, unless in writing by the customer to release the vehicle to the customer's agent who will arrange payment. If a vehicle is not collected, and the company's charges are not paid within 48 hours after the delivery of the vehicle to the company, the company will charge a storage fee.

4. **Driving or moving of Vehicles by the Company's Employees, or Agents while on-site** Vehicles are driven or moved by the Company's employee's or agents and the customer duly authorises them to do so. The Company carries adequate insurance to cover risks associated with such driving or movement of any vehicle in their custody or control.

**5. Limitation of Liability**

- a) The Company will take responsible care of the vehicle, while in its custody. This duty does not extend to items of personal property or business goods left in the vehicle. Customers should therefore ensure that all valuable items of personal property or business goods are removed from the vehicle prior to storage or commencement of repairs.
- b) Whereby agreement with, or on the instructions of the customer, the vehicle is left outside the Company's or other premises, before or after normal business hours any risk or damage howsoever occasioned, will be the customers responsibility.

6. **Lien** The Company shall have a general lien over all property of the customer lawfully in its possession for the indebtedness of the customer to the Company. The Company shall also have a right of sale by public auction without reserve over all such property if such indebtedness is not paid within 3 months of being notified by letter sent Recorded Delivery to the customer's last known address. Following such a sale the Company will after deducting all sums due pay the balance (if any) of the proceeds to the customer.

7. **Payments** Unless other arrangements have been agreed, all charges must be paid in full before collection. Payment can be made in cash or by Debit / Credit Card.

8. **Third Party Contract Obligations** Where third party contractual obligations occur i.e., Police Contract Scheme, then the terms and conditions which apply (including associated charges) will apply and supersede these general terms and conditions.

9. **Sub-Contracting of works** The company is entitled at all times and without giving notice to the customer to sub contract all or any part of the roadside assistance, recovery, collection, delivery and any other work subject to the specific contract at the time.

10. **Personal Information** Any data collected within the company will not be disclosed to any external sources without your express written consent as per Data protection act 1998/ 2018 and GDPR.

**Notice**

*Customers are strongly advised to remove all items of value not connected with the vehicle, when leaving it on companies' premises since the company cannot accept liability or any loss or damage to the same. Except in consumer transactions when this is shown to have been caused by a lack of reasonable care and part of the company.*