

Aim	<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&Cs (or ToS and ToU, respectively).</p>
Scope	<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>
Further Documentation	<ul style="list-style-type: none"> • ISO 27001:2013 Management System • ISO 9001:2015 Management System • ISO14001 Management System • ISO45001 Management System
Review and consultation process:	To be reviewed annually through Management Review.
Classification:	Unclassified/ Publicly Available
Distribution methods:	Available on company website and shared company folder

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 Any dispute must be made in writing, and be addressed to customersupport@egertonsrecovery.com. Disputes must be registered within 90 days of service being provided. Disputes will be investigated thoroughly and all reasonable steps will be taken to address any such query and resolve the matter in as timely a manner as possible, and escalated as necessary. Once a decision has been reached the outcome will be communicated to the instigator of the dispute.

3. Release / Collection of Vehicles in the Company's Custody and Control. The Company will only release the vehicle to the customer after payment has been made, unless an instruction is received in writing from the customer authorising release of the vehicle to the customer's agent who will arrange payment. In the event that a vehicle is not collected, and charges are not paid, within the agreed time, an ongoing daily storage fee will be charged. The fees will vary, and are available upon request.

4. Time is not of the essence. While the Company will use its best endeavours to comply with any agreed service levels, the Company will not be bound by any such service level agreements. Any mention of any date or time shall be construed as no more than a guide or estimate, and without prejudice to the generality of the foregoing no responsibility can be accepted for any delays caused by other means or factors which are beyond the Company's control.

5. Driving or moving of Vehicles by the Company's Employees, Servants or Agents Vehicles may be driven or moved by the Company's servants 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.

6. Cost Estimates A verbal estimate does not constitute an offer to do the work at the price quoted, and is not to be taken as legally binding in any way, but only as an approximate guide. A written estimate given for any service provided shall be provisional and will be subject to variation in the price of parts or materials between the date of estimate and the date of service. It will also exclude any cost of extra service or parts which are found to be necessary upon commencement of the task. Written estimates are valid for 28 days from the date of issue. A charge may be made for an estimate. Any VAT on the estimate is at the rate in force at the time the estimate was prepared. The VAT charged at point of sale will be at the rate applicable at that time. VAT will be charged at the rate in force on all invoices that are VAT applicable

7. Guarantee The Company will guarantee all repair work against failure of materials or workmanship for a period of three months or 3,000 miles, whichever is soonest, provided that the vehicle is taken back to the Company, or a third party repairer authorised by the Company. This guarantee EXCLUDES all roadside and temporary repairs, and customers are advised to have any temporary or roadside repair work checked immediately upon completion of the journey in which the repair was carried out. Such repairs can only be considered temporary, and a permanent repair should be carried out prior to returning the vehicle to normal use.

8. Payments

a) **Cash Customers.** Unless other arrangements have been agreed, all repairs & charges must be paid in full before collection. Payment can be made in cash or by Debit / Credit Card, cheque or BACS. In respects of all goods supplied by the Company upon payment by cheque, the legal title to such goods shall remain the Company's until payment has been received in full.

b) **Account Customers.** Unless other arrangements have been made, all payments are due 30 days net monthly.

c) **Suppliers.** Unless other arrangements have been made, all payments due will be made 45 days net monthly.

9 Cancellations. Immediately upon placing a job with us, we will deploy resources both internally within the control team building the job, and placing it with our own resources or outsourcing to a subcontractor. The customer accepts that by undertaking this work and utilising internal resources or engaging external contractors, costs are incurred that may not be refundable. Accordingly, the customer accepts that by placing a job with us, they may be charged even if the job is subsequently cancelled. The management of the Company's discretion is final in this regard. Customers should only place jobs with the Company on the basis that they understand that by doing so, costs will be incurred and payable. The Company may require a guarantee of payment for non-account customers before any work is undertaken.

10. Right to refuse work The Company reserves the right to refuse to carry out any work on any vehicle which, in its opinion, it considers to be unroadworthy, or work which could be considered to render the vehicle unsafe. It may refuse to carry out work which might have a detrimental effect on other parts of the vehicle. The Company reserves the right not to carry out any action which it considers to be unlawful.

11. Replacement parts All parts replaced, other than exchange units or those subject to a warranty claim, become the property of the Company unless the customer requests their return prior to commencement of repairs.

12 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 outside of normal business hours, any risk or damage howsoever occasioned, will be the customers responsibility.

c) The company will provide secure storage in line with the requirements of Police Authority guidelines. The company cannot, however, provide absolute security against the actions of criminals. Such crimes include, but are not limited to, theft, damage, arson, and terrorism. In instances where security measures are breached by criminals, the company will carry out an investigation. If the investigation shows that the correct security measures were in place, the company shall not be responsible for any loss, in line with the guidelines on victims of crime/reasonable duty of care.

13.Uncollected Goods and 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, under the Torts act 1997, 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.

14.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.

15. 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.

16.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.