

# Beetlelink Ltd Terms & Conditions

By allowing Beetlelink to work on your vehicle you hereby agree to the following Terms and Conditions:

Please read these Terms and Conditions carefully prior to booking in.

This Agreement sets forth the legally binding terms and conditions governing contracts entered into with Beetlelink Ltd ('Beetlelink'), a company registered in England and Wales (company number 11979255) of: Unit D2, Preymead Farm, Badshot Lea, GU9 9LR.

The Agreement is made between Beetlelink and the person/persons signing the agreement or agreeing to it online / in writing via email or any other written form (the "Customer").

This written contract sets out the full intentions of the parties and supersedes any previous written or oral agreements made between the parties. The Customer's particular attention is drawn to paragraph 10 which sets out details of the limitations placed on our liability to you.

## 1. Booking In:

1.1 The Customer understands that the date of delivery of their vehicle to our premises does not signify a start date of work to be undertaken.

1.2 While we will endeavour to keep to booked in start dates and completion dates, due to the nature of our projects / work, at times these dates may overrun. Time for performance shall not be of the essence. We will inform you of any overruns as soon as we can.

## 2. Estimates:

2.1 An estimate is a considered approximation of the likely cost involved. All estimates are valid for 14 days from their dispatch by Beetlelink to the Customer.

2.2 The Customer understands that, should they request an estimate, it is not always possible to provide an accurate figure ahead of completing the work due to the individuality and age of the vehicles, as well as information relating to condition and the like that is not known to us at the time the estimate is provided.

2.3 Prices of goods and work are based on prices current at the time of preparation of the estimate and Beetlelink reserves the right to increase such prices after 14 days from dispatch if the price to Beetlelink is increased between preparing the estimate and obtaining the goods / completing the work.

2.4 Beetlelink works on a time and material basis and as such any estimate provided is subject to change as work progresses.

2.5 Unless otherwise agreed in writing if it appears during progress of any work that the estimate will be exceeded by a significant amount Beetlelink will, so far as is practicable, promptly inform the Customer of this and will not continue the work without further express permission from the Customer. Such permission may be given in writing or orally which shall form part of this Agreement.

2.6 Beetlelink reserves the right to request a deposit against anticipated charges before agreeing to proceed with any work. This deposit will be offset against the final stage payment upon completion of the work.

2.7 All prices are exclusive of any applicable VAT which is shown separately.

## 3. Restoration Work:

3.1 Beetlelink warrants to the Customer that the Services will be provided using reasonable care and skill.

3.2 The Customer acknowledges that motor vehicles are complex pieces of machinery, that to repair defects it is appropriate to try the least complex solution first and that further chargeable work may be necessary if that work does not cure the fault.

3.3 Each stage of work will be agreed upfront between yourself and Beetlelink. Our hourly rate for restoration works is £55 plus VAT.

3.4 For any restoration works that have an estimated completion period of more than 10 working days, staged invoicing will be applied.

3.5 Work performed during this period including parts and sundries will be invoiced at the completion of each agreed stage or upon the account total reaching £5,000, whichever comes first. Staged invoices will be sent when the Customer's account reaches £5,000 up to and including a full day's labour on the date this occurs.

3.6 Payment of the staged invoice is due before work will commence on any further stages of restoration unless otherwise agreed.

3.7 If payments are not received as agreed then the vehicle may be removed from the workshop and storage charges will apply (see Storage Charges below).

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## 4. Diagnostic / Health Check:

4.1 Should you request a diagnostic / health check inspection of your vehicle this will be charged at our current hourly rate of £55 plus VAT. The health check can range from 30 min to 3 hours or more in duration.

4.2 Following the diagnostic / health check, we will produce a summary of our findings and recommendations on any remedial works.

4.3 Before any further works are undertaken beyond the initial inspection, we will communicate to you the recommended works and will require your written or oral consent to proceed with the work. This can be done via email communication if necessary.

## 5. Vehicle Parts:

5.1 Whilst Beetlelink will recommend the best available parts at the time of work being carried out, we cannot be held responsible for manufacturing defects that may arise after installation.

5.2 The Customer is responsible for due care and upkeep of the vehicle and its constituent parts.

5.3 It is advisable to become familiar with your own vehicle / engine and should something not feel right, have it checked out immediately. Do not allow a small problem to become a large problem. Beetlelink will not be held responsible for any damages / faults to vehicles as a result of neglect by customers (including any delay in reporting an issue) following works carried out by ourselves.

## 6. Sundries:

Beetlelink reserves the right to charge for sundries used during work on the Customer's vehicle; This can include amongst other things - paper towels, latex gloves, degreaser, brake cleaner, lubricants, electrical terminals, nuts and bolts, etc.

## 7. Cost Updates:

7.1 Once work has commenced on your vehicle we will send you rolling cost updates via WhatsApp (This is only possible if you have the app installed on your device). Please note: this is not an invoice but a tracker of your account status. We aim to give you a current figure for your account with us valid as of 17:30 the day prior to receipt of the message - this means there will often be a further day's labour / parts on your account in addition to the figure shared with you.

7.2 We are unable to support replies to these messages so please continue to direct queries via email or phone as usual.

7.3 This service is designed to keep our customers well informed of expected payments so please do let us know asap if you have any concerns. If in the event you require

us to halt work on your vehicle, requests must be received prior to 18:00 on the day of receipt to prevent work commencing the following day and further charges being applied.

7.4 Whilst we will endeavour to update daily, this will not always be possible and should you not receive a message this is not an indication that work has not been carried out.

7.5 If you would like to request an invoice with a full breakdown of costs you are more than welcome to do so at any time.

## 8. Payments:

8.1 Payments shall be made in full upon completion of any work undertaken and/or upon provision of an invoice and, in any event, prior to or upon collection of the vehicle.

8.2 Credit card, cash or bank transfer are the only methods of payment accepted.

8.4 Beetlelink does not operate a credit account system for customers; we require payment of each invoice within seven days of its receipt. We do however realise the importance to customers of having an opportunity to review work carried out and charges levied before making payment. It is therefore essential that you review your itemised invoice immediately on receipt so that, in the event you do have any queries either on the work we have done or the invoice itself, you can contact us within the seven day payment period, allowing us to respond appropriately.

8.5 Any queries on the invoice itself will be dealt with promptly and any adjustments made as appropriate. Any queries on work carried out will be investigated within timescales which we will agree with you. Please ensure that your invoice is settled within these terms. In the event we are required to correspond with you about an outstanding account, we reserve the right to apply an administrative fee of £50 + VAT per letter to your account.

8.6 It is the responsibility of the Customer to ensure that they have the ability to settle their invoice within a timely manner.

8.7 Beetlelink reserves the right to retain a vehicle (or keys to a vehicle) under lien until payment is made in full.

8.8 If the Customer shall fail to pay monies due to Beetlelink and/or to collect the vehicle within 60 days of being notified that the work has been completed, Beetlelink may sell the vehicle in order to recover the debt owed and the Customer agrees that upon such sale title in the vehicle shall be transferred to the purchaser. Upon any such sale Beetlelink shall pay any balance of the proceeds of sale to the Customer after deducting all monies due to the Company and all costs of sale. In the event of a

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shortfall following sale of the vehicle the difference will be owed by the customer to Beetlelink.

## 9. Storage Costs:

9.1 Should the Customer put work on hold at any time or stage payments on restoration works are not adhered to, the Customer's vehicle will be removed from the workshop and Beetlelink reserves the right to charge a daily storage fee of £15/day + VAT.

9.2 Beetlelink reserves the right to cap the number of storage days the Customer's vehicle is held as we deem necessary after which time Beetlelink reserves the right to have the vehicle removed from the premises at the Customer's cost and/or for the vehicle to be sold or otherwise disposed of as we see fit.

## 10. Limitation of Liability:

10.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with the contract including for negligence.

10.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.3 Subject to clause 10.2, Beetlelink's total liability to the Customer shall not exceed £5,000.

10.4 Although Beetlelink is covered by public liability insurance, we cannot be held responsible for the overall condition of your vehicle.

10.5 Due to the age of these vehicles the Customer must take reasonable steps to ensure the vehicle is kept up to a safe standard.

10.6 All warning lights must be in operation and observed and vehicles should be driven in a manner that they were designed for.

10.7 Beetlelink cannot be held responsible for Customer's abuse or neglect of the vehicle.

10.8 The role of Beetlelink is to inspect, diagnose and / or repair set aspects of air-cooled and water-cooled Volkswagen and early Porsche vehicles as instructed by the Customer.

10.9 Beetlelink can give no guarantees or warranty to any parts or repairs other than the manufacturer's warranty if applicable.

10.10 Beetlelink can take no responsibility to any area other than that being worked on or previously worked on within 14 days.

10.11 Beetlelink is not responsible for loss or damage to vehicles or other property whatsoever or however occasioned, except when such a loss or damage is caused by the sole negligence of Beetlelink or its employees. Under no circumstances will the Company accept liability for loss or damage outside its control or for any indirect loss, consequential loss, loss of profits, loss of business, loss of use or any special loss.

## 11. Insurance & Damages:

11.1 Although every care is taken to protect your vehicle while in the care of Beetlelink, we cannot be held responsible for any breakages during a repair i.e. broken bolts, studs, fixings, etc. Any breakages will be communicated to the Customer and repaired or replaced at the Customer's expense.

11.2 We carry insurance under a full motor trade policy. This covers loss or damage to your vehicle resulting from our negligence only. All other risks must be covered by your existing policy, which you should keep in force throughout the period your vehicle is with us, to the value agreed with your insurer. If your vehicle suffers loss or damage whilst in our custody or under our control, our liability shall be limited to the proceeds of our insurance cover in that regard.

## 12. Photographs on Social Media:

From time to time we may post pictures of car restoration / repair works carried out by Beetlelink on our social media platforms and websites. Unless you inform us otherwise, you give us your permission to include pictures of your vehicle in this way.

## 13. Force Majeure

We shall not be in breach of contract or otherwise liable for any delay or failure to deliver any goods or perform any services arising out of any cause beyond our reasonable control. The time for performance of such obligations shall be extended accordingly.

## 14. Entire Agreement

14.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.2 Each party acknowledges that in entering into this Agreement; it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

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## 15. Severance

If any term or provision of this Agreement shall be held illegal or unenforceable it will to that extent be deemed to be omitted from the Agreement and the validity or enforceability of the remainder of this Agreement shall not be affected.

## 16. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**Signature:** .....

**Name:** .....

**Vehicle Registration:** .....

**Address:** .....

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**Date:** .....