

S&J AUTOS LIMITED

TERMS AND CONDITIONS OF BUSINESS

Servicing • Repairs • Diagnostics • Inspections • Mobile Services

Business	S&J Autos Limited
Address	Unit 37, The Washford Industrial Estate, Hemming Road, Redditch, B98 0DP
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Email	info@sjautosltd.com
Website	www.sjautoslimited.co.uk
Company Number	14464716

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IMPORTANT CUSTOMER INFORMATION

These Terms and Conditions apply to all servicing, repairs, diagnostics, inspections and other work undertaken by S&J Autos Limited. By booking a vehicle with us, authorising work, leaving a vehicle in our possession or instructing us to carry out services, the customer agrees to these Terms and Conditions. Nothing in these Terms removes or restricts statutory consumer rights.

1. CUSTOMER AUTHORITY

The person instructing S&J Autos confirms that they are either the legal owner or registered keeper of the vehicle, or are authorised by the owner or registered keeper to instruct us to inspect, diagnose, repair, service or otherwise work on the vehicle.

The customer is responsible for ensuring that they have authority to approve all work requested. Where a company, lease provider, fleet operator or other third party is responsible for payment, the person booking the vehicle remains responsible for ensuring that appropriate authority has been obtained.

2. ESTIMATES AND QUOTATIONS

Any estimate supplied is an approximate indication of the anticipated cost based on the information available at the time. An estimate is not a fixed-price quotation and may change if further faults, damage, parts or labour requirements become apparent.

A quotation is a price offered for the specific work described within that quotation, subject to the vehicle and fault being substantially as described and no additional faults or unforeseen complications being discovered.

Where additional work or significant additional costs become necessary, we will make reasonable efforts to contact the customer for authorisation before proceeding. We may suspend work until authorisation is received.

- Incorrect vehicle information has been provided.
- The vehicle differs from the specification supplied.
- Seized, corroded, broken or previously damaged components create additional work.
- Previous repairs or modifications affect the work required.
- Additional faults are discovered after dismantling.
- Additional parts or specialist services are required.

No additional work outside the agreed scope will normally be carried out without the customer's permission, except where minor work is reasonably necessary to safely complete an already-authorised repair.

3. DIAGNOSTIC WORK

A diagnostic charge covers the technician's time, equipment and expertise used to investigate a reported fault. Payment for diagnostic work is due regardless of whether the fault is successfully identified during the initial diagnostic session, further investigation is required, the customer decides not to proceed with repairs, or the fault is intermittent or cannot be reproduced.

A diagnostic assessment is not a guarantee that replacing a suspected component will resolve every symptom. Modern vehicles can have multiple faults producing similar symptoms, and further diagnostic work may be required.

Where dismantling, extended testing or specialist investigation is required, additional charges may apply and will normally be discussed with the customer before proceeding.

4. AUTHORISATION OF REPAIRS

Work may be authorised verbally, by telephone, email, text message, WhatsApp, online booking, signed job sheet or other electronic communication. Such authorisation will be treated as authority for S&J Autos to undertake the agreed work and incur the agreed or reasonably anticipated costs.

The customer must notify us immediately if they wish to withdraw or alter their authorisation. Where work has already commenced, the customer will remain responsible for labour, parts, diagnostic time and other costs already incurred.

5. PAYMENT

Unless a credit account or alternative arrangement has been agreed in writing, payment is due in full when the work is completed and before the vehicle is released.

- Full or partial payment in advance.
- A deposit before ordering parts.
- Payment in full for special-order or non-returnable components.
- Payment before undertaking particularly high-value repairs.

Where permitted by law, S&J Autos may retain possession of a vehicle until amounts properly due in relation to work carried out on that vehicle have been paid. Ownership of any parts supplied by S&J Autos remains with S&J Autos until they have been paid for in full. The customer remains liable for authorised work even where they subsequently decide not to collect the vehicle or not to continue with further repairs.

6. SPECIAL-ORDER PARTS

Parts specifically ordered for a customer's vehicle may require payment in advance. Where a part has been specially ordered, programmed, painted, coded, manufactured or otherwise obtained specifically for a vehicle and cannot reasonably be returned to the supplier, the customer may remain responsible for the cost even if they subsequently cancel the repair. This does not affect any statutory rights the customer may have.

7. CUSTOMER-SUPPLIED PARTS

Where S&J Autos agrees to fit parts supplied by the customer:

- We accept no responsibility for the suitability, quality or compatibility of the supplied part unless we have specifically confirmed otherwise.
- Any manufacturer's or supplier's warranty remains the responsibility of the customer and the part supplier.
- Additional labour charges may apply if the supplied part is incorrect or defective.
- Removal and refitting of a defective customer-supplied component will normally be chargeable.

We reserve the right to refuse to fit any component we consider unsuitable, unsafe, poor quality or incorrect for the vehicle. Nothing in this clause excludes liability for our own workmanship.

8. ROAD TEST PERMISSION

By leaving a vehicle with S&J Autos, the customer authorises our employees, technicians, contractors or authorised representatives to drive and road test the vehicle where reasonably necessary for diagnosis, confirming a reported fault, assessing vehicle condition, checking repair effectiveness, servicing, MOT-related purposes, bedding-in or testing replacement components, or collecting or delivering the vehicle where agreed.

Road testing may take place on public roads. The customer confirms that the vehicle is legally permitted to be driven on the road unless they have specifically informed us otherwise. Reasonable fuel and electrical charge may be consumed during diagnosis, repair and road testing. S&J Autos will take reasonable care of the vehicle while it is being driven.

9. VEHICLE CONDITION AND PRE-EXISTING FAULTS

Vehicles are accepted on the basis of their condition when presented to us. S&J Autos is not responsible for faults, defects or damage that existed before the vehicle was delivered to us, were developing before work commenced, are unrelated to the work undertaken, arise from normal wear and tear, result from previous repairs or modifications, result from corrosion, deterioration or age, or are inherent in the vehicle or component.

Working on older, corroded or previously repaired components can expose or cause failure of already weakened components. Where reasonably practical, we will notify the customer if significant additional defects become apparent during our work.

The discovery of additional faults following a service, inspection or repair does not of itself mean that those faults were caused by S&J Autos.

10. DAMAGE TO VEHICLES WHILE IN OUR CARE

S&J Autos will exercise reasonable care while a customer's vehicle is in our possession. We will be responsible for loss or damage where that loss or damage is caused by our failure to exercise reasonable care and skill or by our negligence, subject to applicable law.

We are not responsible for pre-existing damage, stone chips, scratches, dents or defects already present when the vehicle arrives, mechanical or electrical failure unrelated to work undertaken by us, deterioration arising from the vehicle's age or condition, inherent defects, damage caused by defective or previously repaired components failing during reasonable repair or testing procedures, or circumstances outside our reasonable control except where the law provides otherwise.

Nothing in these Terms excludes or restricts liability where it would be unlawful for us to do so. We may photograph or video a vehicle before, during and after repairs for condition recording, diagnostic and evidential purposes.

11. PERSONAL BELONGINGS

Customers should remove all valuables and personal possessions before leaving a vehicle with us. S&J Autos cannot accept responsibility for loss of or damage to personal belongings left inside a vehicle unless that loss or damage results from our negligence or failure to exercise reasonable care.

This includes, but is not limited to, money, jewellery, electronic devices, tools, documents, clothing, removable accessories and goods stored in the boot or load area. Customers should inform us in advance where particularly valuable or sensitive items cannot reasonably be removed.

12. VEHICLE CONTENTS AND ACCESS

The customer must provide any keys, locking wheel nut keys, security codes or other equipment reasonably required to carry out the instructed work. Additional labour or costs caused by missing locking wheel nut keys, damaged wheel bolts, seized fasteners or other access issues may be chargeable.

We may need to move items within the vehicle where reasonably necessary to access vehicle components, batteries, spare wheels, diagnostic connections or other areas required for the work.

13. COMPLETION TIMES

Any estimated completion date or time is given in good faith but is not guaranteed unless expressly agreed otherwise in writing. Delays may arise from parts availability, incorrect parts being supplied, supplier delays, unexpected faults, additional repairs, seized or damaged components, manufacturer technical information or specialist subcontractor availability.

We will make reasonable efforts to keep customers informed of significant delays. S&J Autos is not responsible for indirect losses caused solely by a reasonable repair delay that was outside our control, except where liability cannot legally be excluded.

14. STORAGE CHARGES

Once a customer has been informed that their vehicle is ready for collection, they should arrange collection promptly.

Unless otherwise agreed, if a vehicle has not been collected within 3 calendar days of notification that it is ready for collection, a storage charge of £30.00 including VAT per vehicle per calendar day may be charged from the fourth day onwards.

- The customer declines repairs but fails to collect the vehicle.
- Work cannot continue because the customer has failed to provide instructions or payment.
- A vehicle is left at our premises without prior agreement.
- A vehicle remains on our premises following completion or cancellation of work.

Where possible, we will notify the customer before storage charges begin. Long-term vehicle storage specifically agreed with S&J Autos may be subject to separate terms and pricing.

15. ABANDONED AND UNCOLLECTED VEHICLES

A vehicle may be treated as uncollected where the customer has been informed that it is ready for collection but fails to collect it, refuses or repeatedly fails to arrange collection, stops communicating with us, has declined repairs but leaves the vehicle at our premises, or payment remains outstanding and the vehicle remains in our possession.

Storage charges will continue to accrue where applicable. S&J Autos will make reasonable efforts to contact the customer using the contact information supplied to us.

Where a vehicle or other goods remain uncollected, S&J Autos may exercise any rights available to it under the Torts (Interference with Goods) Act 1977, including giving the appropriate notice requiring collection and, where legally permitted following the appropriate procedure, arranging for the vehicle or goods to be sold.

Any such action will be undertaken only in accordance with applicable legal requirements. Where a lawful sale takes place, reasonable outstanding sums and permitted costs may be deducted from the sale proceeds and any remaining balance dealt with in accordance with applicable law.

Customers are responsible for ensuring that S&J Autos has their current address, telephone number and email address.

16. VEHICLES THAT ARE UNSAFE TO DRIVE

If we identify a defect that we reasonably believe makes the vehicle unsafe or potentially unsafe to drive, we will inform the customer. If the customer declines the recommended repair, this will normally be recorded on the invoice, job sheet or inspection report.

The customer remains responsible for deciding whether the vehicle is subsequently driven, transported or recovered, subject to applicable law. Where we believe the vehicle cannot lawfully or safely be driven, we may recommend that it is recovered rather than driven from our premises. Nothing within these Terms requires S&J Autos or its staff to knowingly participate in an unlawful act.

17. PARTS REMOVED FROM THE VEHICLE

Replaced components will normally be disposed of unless the customer asks us before the repair to retain them, they are required to be returned to a supplier, manufacturer or warranty provider, they are subject to an exchange or surcharge arrangement, or retaining them would be unsafe or unlawful. Requests to retain old parts should be made before repairs commence.

18. WARRANTIES ON REPAIRS AND PARTS

Any warranty offered by S&J Autos will apply only to the specific parts supplied and work carried out by us and will be subject to the terms and conditions of the applicable warranty.

Warranty coverage does not extend to unrelated faults, normal wear and tear, misuse, accident damage, modifications, external influences, contamination or faults caused by another component unless otherwise required by law.

Where a warranty claim is made, S&J Autos must normally be given a reasonable opportunity to inspect the vehicle and investigate the alleged fault before repairs are undertaken elsewhere.

Where a claim relates to the alleged failure of a replacement part supplied by S&J Autos, the part may need to be removed and returned to the relevant supplier or manufacturer for inspection and assessment.

The customer acknowledges that any manufacturer's or supplier's commercial parts warranty may be subject to the manufacturer's or supplier's own inspection, testing and warranty conditions.

PARTS WARRANTY CLAIMS

Where the relevant supplier or manufacturer inspects the component and declines the warranty claim on the basis that the failure is not covered by its warranty, S&J Autos will not be required to honour that manufacturer's or supplier's commercial parts warranty or provide a replacement part, refund or reimbursement under that warranty.

Examples of reasons why a manufacturer or supplier may reject a commercial warranty claim can include:

- The component being found not to be defective.
- External damage.
- Contamination.
- Misuse.
- Overheating.
- Incorrect operation.
- Failure caused by another vehicle component.
- Consequential damage.
- Normal wear and tear.
- Installation or vehicle-related conditions outside the terms of the manufacturer's warranty.

Where a parts warranty claim is rejected, the customer may be responsible for reasonable diagnostic, removal, refitting, postage, testing or other costs incurred in investigating the claim where those costs have been agreed or are otherwise properly chargeable.

A supplier or manufacturer declining its own commercial warranty does not remove any separate rights the customer may have against S&J Autos under applicable consumer law, including where the part was not of satisfactory quality, was not fit for purpose, was not as described, or where S&J Autos failed to carry out the work with reasonable care and skill.

Customers should contact us promptly if they believe there is a problem with work carried out by S&J Autos. Any commercial warranty provided is in addition to, and does not replace or reduce, the customer's statutory rights.

19. MANUFACTURER WARRANTIES

Where servicing is carried out on a vehicle covered by a manufacturer's warranty, the customer should inform us before the work begins. We will use reasonable care to carry out the agreed service in accordance with the information and service specification available to us.

The customer remains responsible for providing accurate vehicle and warranty information and for informing us of any manufacturer-specific requirements they wish us to follow. Where requested, OEM/genuine parts or manufacturer-approved specification parts and fluids may be supplied subject to availability and additional cost.

20. PRE-PURCHASE INSPECTIONS

A Pre-Purchase Inspection ("PPI") is an assessment of the vehicle's visible and reasonably accessible condition at the time and place of inspection. Unless expressly agreed otherwise, a PPI is visual and non-invasive, carried out without dismantling major components, based on conditions present at the time of inspection, subject to reasonable physical access to the vehicle, and subject to any limitations caused by weather, location, vehicle condition or seller restrictions.

Where reasonably possible, the inspection may include a limited road test and electronic diagnostic scan.

A PPI does not include or guarantee:

- Dismantling of the engine, gearbox or other major assemblies.
- Assessment of internal component condition where this cannot reasonably be observed.

- Prediction of future mechanical or electrical failures.
- Confirmation that every component is free from defects.
- Confirmation of the vehicle's entire accident or repair history.
- Confirmation of vehicle mileage.
- Confirmation of ownership, outstanding finance, stolen status or legal title unless specifically agreed.
- A vehicle valuation unless expressly included.
- A guarantee that the vehicle will pass a future MOT.
- A guarantee of future reliability.

No Warranty

Hidden, intermittent or developing faults may not be detectable during an inspection. A PPI represents the technician's professional observations based on the condition of the vehicle at the time of inspection.

A Pre-Purchase Inspection does not constitute a warranty or guarantee of the vehicle. S&J Autos does not warrant that a vehicle inspected by us will remain fault-free or that defects will not become apparent after purchase.

The decision whether to purchase the vehicle remains entirely with the customer. Nothing within this section excludes S&J Autos' responsibility to perform the inspection with reasonable care and skill or any liability that cannot lawfully be excluded.

21. PRE-PURCHASE INSPECTION - SELLER ACCESS

The customer is responsible for arranging suitable access to the vehicle and ensuring that the seller, dealership or vehicle owner has agreed to the inspection. Where access is refused or restricted, we may be unable to complete part or all of the inspection.

We are not responsible for omissions resulting directly from access being refused by the seller or vehicle owner, provided those limitations are reasonably identified to the customer. Where possible, limitations will be recorded within the inspection report.

22. MOT TESTS

An MOT test assesses the vehicle against the statutory MOT requirements applicable at the time of the test. An MOT pass does not guarantee that the vehicle is free from mechanical faults, components will not fail subsequently, or the vehicle will remain roadworthy for the entire period of the certificate.

MOT tests are separate from servicing, mechanical inspections and Pre-Purchase Inspections unless expressly included within the booked service. Where MOT testing is arranged through a third-party testing station, S&J Autos may act as an intermediary in arranging the test.

23. SERVICING

A service covers the items included within the particular service package booked. A service is not a complete mechanical strip-down or guarantee that every existing or developing fault will be detected.

Where defects are identified during a service, we will endeavour to notify the customer and may provide recommendations or quotations for further work. Failure to identify a hidden, intermittent or inaccessible defect does not automatically mean that the service was performed incorrectly.

24. MOBILE REPAIRS

For mobile bookings, the vehicle must be located at the agreed address, reasonably accessible, positioned somewhere safe and lawful for work to take place and have sufficient space around it for the required work.

We may refuse or discontinue work where conditions are unsafe, unsuitable or unlawful. Where a mobile technician attends but cannot carry out the work due to inaccurate information, lack of access, vehicle absence or unsuitable conditions, a call-out or diagnostic charge may remain payable.

25. RECOVERY AND THIRD-PARTY SERVICES

Where S&J Autos arranges recovery, subcontracted repairs, machining, specialist diagnostics or another third-party service on the customer's behalf, additional charges may apply. Where appropriate, we may use suitably qualified third parties to carry out specialist elements of the work. S&J Autos remains responsible for its obligations to the customer where required by law.

26. CANCELLATIONS

Customers should notify us as soon as possible if they need to cancel or rearrange an appointment. Where S&J Autos has already incurred costs specifically for the booking, including special-order parts, subcontractor fees or other non-refundable costs, the customer may be responsible for those costs where legally permitted.

Any separate cancellation terms provided for a particular service, including Pre-Purchase Inspections, will apply in addition to these general Terms and Conditions. Nothing within this clause affects any statutory cancellation rights that may apply.

27. CUSTOMER COMPLAINTS

If a customer believes that work carried out by S&J Autos is defective, they should notify us as soon as reasonably possible and provide us with an opportunity to inspect and, where appropriate, rectify the issue.

Where reasonably possible, customers should avoid instructing another garage to dismantle or repair the alleged defective work before S&J Autos has been given an opportunity to inspect it. This does not affect the customer's statutory rights or prevent emergency action reasonably required to protect the vehicle or its occupants.

Complaints can be made by email to info@sjautosltd.com or by telephone on 0121 817 9225. S&J Autos Limited is a member of The Motor Ombudsman and eligible disputes may be referred to the applicable Alternative Dispute Resolution procedure where appropriate.

28. CUSTOMER INFORMATION

The customer is responsible for providing accurate contact details, vehicle registration, make and model, engine details where requested, fault description and relevant service and repair history. S&J Autos is not responsible for additional costs or delays caused by inaccurate or incomplete information supplied by the customer.

Customers must tell us promptly if their contact information changes while their vehicle remains with us.

29. PHOTOGRAPHS, VIDEO AND VEHICLE DATA

We may take photographs or video recordings of vehicles for purposes including recording vehicle condition, documenting faults, obtaining customer authorisation, recording repair progress, warranty claims, supplier claims, dispute resolution and evidential purposes.

Diagnostic equipment may also read and record information stored by the vehicle's electronic control units where reasonably necessary to undertake the booked work. Any personal data will be handled in accordance with applicable data protection law and our privacy practices.

30. EVENTS OUTSIDE OUR REASONABLE CONTROL

S&J Autos will not be responsible for delay or failure caused by events outside our reasonable control, including supplier failure, parts shortages, severe weather, power or telecommunications failure, fire, flooding, industrial action, government restrictions, road closures or unforeseen premises closures. This does not affect liabilities that cannot lawfully be excluded.

31. STATUTORY RIGHTS

Nothing in these Terms and Conditions excludes, limits or attempts to restrict any rights a consumer has under applicable law. In particular, services supplied to consumers must be carried out with reasonable care and skill. Where any provision within these Terms conflicts with a statutory right that cannot legally be excluded, the statutory right will take precedence.

32. SEVERABILITY

If any provision or part of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue to apply.

33. GOVERNING LAW

These Terms and Conditions are governed by the laws of England and Wales. Any dispute will be subject to the jurisdiction of the courts of England and Wales, subject to any mandatory consumer rights regarding jurisdiction.

34. CHANGES TO THESE TERMS AND CONDITIONS

S&J Autos Limited may update or amend these Terms and Conditions from time to time where reasonably necessary, including to reflect changes in law, regulation, our services, business practices or operational requirements.

The version of these Terms and Conditions in force at the time a customer books or authorises work will normally apply to that booking and the work arising from it.

Any subsequent changes will not retrospectively alter the agreed terms of an existing booking or repair unless the change is required by law or is otherwise agreed with the customer.

The latest version of these Terms and Conditions will be made available on our website and will show the date on which they were last updated.

ACCEPTANCE

By booking work with S&J Autos Limited, authorising repairs, instructing us to inspect a vehicle or leaving a vehicle in our possession, the customer confirms that they have read and accept these Terms and Conditions.

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