

## 1. DEFINITIONS

“Goods” means any goods and/or services provided by the Company as ordered by the Client

“Company” or “We” means Rack’n’Roll Garage Ltd & Skyline Cardiff

“Client” or “Customer” means the person, firm or company placing an order with the Company.

## 2. APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Client.

## 3. FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company’s standard terms and conditions (as detailed below) which form part of the Client’s contract with the Company.

## 4. QUOTATIONS

4.1 The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make every reasonable effort to achieve.

4.2 Rack’n’Roll Garage Ltd will only carry out work listed on your invoice and will not carry out any additional work not listed without written confirmation from the customer.

## 5. ORDERS

5.1 Orders will be deemed to have been placed when an email confirmation has been received from or on behalf of The Client and a non-refundable deposit has been received.

5.2 The Client will be invited to complete a Customer Questionnaire in order to confirm all vehicle information, personal contact information & all relevant colour choices relating to the agreed work being carried out.

## 6. RIGHT TO SUB CONTRACT

6.1 Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.

6.2 Skyline Roof systems for vehicles other than VW Transporters may need to be taken to Skyline Roofs Ltd for fitment, the Company accept the responsibility of taking and returning the vehicle and confirm the required motor trade insurance policy is in place to do so.

## 7. TIMETABLE

7.1 The Company will use its best endeavours to supply the services or materials within the quoted time but time will not be of the essence within the contract.

7.2 Upon completion of the agreed work, the Client must ensure they are available to attend the ‘handover’ where we will fully demonstrate and explain the operation of all installed products & fittings.

## 8. RISK OF LOSS

8.1 The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

## 9. PAYMENTS

9.1 A non-refundable deposit of 50% of the agreed invoice is required to secure a build slot prior to the vehicle coming in to allow for the purchase of non-stock materials.

9.2 For full or part conversions only, a further 25% of the total build cost is due 2 weeks prior to completion. The final 25% is due once the build is completed and before or upon collection of the vehicle.

9.3 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

## 10. CANCELLATION

In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

## 11. WARRANTY

11.1 There is a 12 month warranty on conversion work and parts supplied by Rack'n'Roll Garage Ltd. Unreasonable usage causing damage or default is not included.

11.2 To obtain warranty service for your conversion, we require that you contact us directly at Rack'n'Roll Garage Ltd where we can determine the problem and the most appropriate solution for you.

11.3 In the event that a Client instructs a third party to carry out a repair within the warranty period, the Company shall not be liable to reimburse the Client without prior written agreement from the Company to the Client confirming their agreement to do so.

11.2 There is a 5 year warranty on Skyline Roofs Pop Top packages from the date stated on your warranty paperwork which will cover the Skyline Roof system for parts and labour carried out.

Paintwork covered for the first 18 months.

First 2 years cover parts and labour. Remaining 3 years covers parts only.

This is a return to base warranty (Skyline Cardiff, part of Rack'n'Roll Garage Ltd) where we will review the issue and seek authority from Skyline Roofs Ltd to renew the defective part. Skyline Cardiff @ Rack'n'Roll Garage Ltd is not authorised to confirm the replacement of the roof or canvas without prior agreement from Skyline Roofs Ltd.

This limited warranty covers any defects in material or workmanship under normal use during the warranty period of 5 years from completion as stated above and is **non-transferable**.

To obtain warranty service we require you to first contact us directly at our Skyline Cardiff base where we can determine the problem and the most appropriate solution for you.

We will not cover the warranty under damage resulting from improper maintenance or use of our Skyline Roof system.

## 12. LIABILITY

12.1 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

12.2 As a business we have insurance in place to protect your vehicle whilst it is with us and we will endeavour to do what is reasonably expected to protect your vehicle. We also have public liability insurance. This information is available upon request.

12.3 You are welcome to visit us during your build, however, reasonable notice is expected to ensure that the correct staff are present to answer any questions or queries. We do not accept liability in relation to communications with any staff members. All of your requests, must be discussed with management to ensure changes are documented,

costs are individually assessed and a decision reached as to the feasibility of achieving your request within your allocated build slot. Our schedule ensures that all customers are treated fairly.

12.4 Please note that customers must not enter the workshop area without management present and do so at their own risk. The workshop is always a working environment with machinery operational. Children must not enter the workshop unless under close parental/guardian supervision. Children are parent/s/guardian's responsibility.

12.5 You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

12.6 These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

12.7 If a provision of these terms and conditions is judged to be illegal or unenforceable by a court or any other competent authority, the relevant provision will be deemed to be omitted. The remaining terms and conditions will continue in full force and effect

12.8 These terms and conditions shall be governed by and construed in accordance with English law and we and you both submit to the nonexclusive jurisdiction of the English courts.

12.9 Any delay by us in enforcing our rights against you does not affect our ability to enforce such rights. Any waiver by us of any right against you is not a waiver of any other rights that we may have against you.

## **13. PURCHASING ON YOUR BEHALF**

13.1 Rack'n'Roll Garage Ltd may, where requested, help to assist in the purchase of a vehicle on behalf of you, however, in these circumstances we are acting as your agent and we do not accept any liability for the van or any other aspect of the purchase transaction between you and the vendor.

## **13.2 SELLING A VEHICLE ON YOUR BEHALF**

If we agree to advertise your used van. We will be advertising this vehicle as a private sale, therefore ultimate responsibility will lie with you. We hold no legal liability in any respect in relation to this sale.

## **14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

14.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

## **15. HOW WE MAY USE YOUR PERSONAL INFORMATION**

15.1 How we will use your personal information;

- (a) to supply the products to you.
- (b) to process your payment for the products

15.2 We will not share your personal information to third parties without prior authority or unless the law requires us to do so.

## **16. BEFORE YOUR VEHICLE DROP OFF DATE**

16.1 Please ensure you have complied with the following before delivering your vehicle to the Company for work to begin;

16.2 Please notify us before your vehicle comes in of any non standard electrical installations outside of the standard manufacturers loom (eg: Aftermarket reverse camera, showers, lighting etc).

16.3 Please ensure your vehicle has a minimum of one quarter of a tank of fuel to allow the Company to test the vehicle, where low fuel is identified, a small fuel charge be applied to your account.

16.4 Please remove ALL PERSONAL ITEMS from the vehicle as the Company cannot be held responsible for the safe storage and return of such items.

16.5 Please ensure your vehicle is road worthy with MOT, Insurance & Road Tax requirements.

Please ensure you retain a spare key for your vehicle when leaving your vehicle & a key with the Company.

## **17. COLLECTION OF YOUR VEHICLE**

17.1 Your vehicle collection date will be pre-arranged & agreed prior to the completion date.

17.2 Please ensure you have adequate time for the 'handover' as we will demonstrate the full operation of the conversion set up.

17.3 Please check the vehicle thoroughly before driving away as any concerns relating to damage cannot be accepted once the vehicle has left the Company premises.

17.4 Please check your vehicle for any missing items before leaving the Company premises and refer to 16.4