



BELL SPORT & CLASSIC TERMS & CONDITIONS FOR SERVICING, REPAIRS AND SUPPLY OF PARTS

1. Definitions

- 1.1. "The Company" refers to Bell Sport & Classic Ltd (company number 4355591), the provider of goods and services.
- 1.2. "The Customer" refers to the person or entity contracting for goods and services to be supplied by the Company and includes any person in the Customer's employment or any person reasonably believed by the Company to be the Customer's agent.
- 1.3. "Consumer" means a Customer who is an individual acting for purposes wholly or mainly outside their trade, business, craft, or profession.
- 1.4. "Goods" means all parts or other items to be sold by the Company to the Customer.
- 1.5. "Services" means all labour, repair, servicing, and diagnostic work provided by the Company to the Customer that does not amount to Restoration Services.
- 1.6. "Restoration Services" means the extensive and long-term work of vehicle restoration, including disassembly, component refurbishment, bodywork, paintwork, and reassembly. Restoration Services are covered by separate Terms and Conditions.

2. The Contract

- 2.1. These terms and conditions represent the entire agreement between the Company and the Customer. Any variation must be agreed upon in writing by both parties.
- 2.2. The Customer's request to the Company to carry out Work or supply Goods is an offer to enter into a contract upon these terms. Acceptance occurs and the Contract is formed upon the first of the following to occur:
 - 2.2.1. the Company accepting the Customer's duly signed authority to the Company to proceed with Work and accepting delivery of the Vehicle at its premises;
 - 2.2.2. the Company commencing the Work;
 - 2.2.3. the Company issuing to the Customer an acknowledgement of the Order signed and dated by an authorised representative of the Company; or
 - 2.2.4. in the case of Goods only, the Company proceeding to fulfil the Order.
- 2.3. The Contract is personal to the Customer and the Customer shall not assign the benefit of the Contract without the prior written consent of an authorised representative of the Company.
- 2.4. Should any part of this contract be declared unenforceable, the remaining terms and conditions shall remain in full force and effect.

3. Estimates and Authorisation

- 3.1. All work is conducted on an estimate basis unless specifically agreed otherwise in writing. An estimate is a considered approximation of the likely costs and is valid for 14 days.
- 3.2. Estimates are based on the cost of labour and materials at the time of preparation. The Company reserves the right to adjust charges to reflect any variations outside of its reasonable control, such as increases in supplier part costs or national wage agreements.
- 3.3. If additional work or parts are found to be necessary during the course of the Services, the Company will seek the Customer's authorisation before proceeding. Where this involves a substantial increase, a supplementary estimate will be provided.
- 3.4. The Customer's verbal or written instruction to proceed with the Services, following the provision of an estimate, shall constitute a binding contract under these terms and conditions. The Company will maintain a record of such authorisations.
- 3.5. Any date or time provided for the completion of Services is an estimate. Time is not of the essence of this contract, and the Company shall not be liable for delays outside of its reasonable control, though it will make reasonable efforts to inform the Customer of any such delay.
- 3.6. The Company reserves the right to delegate or sub-contract the performance of its obligations under this Agreement to any reputable third party or specialist of its choosing, and the Customer hereby authorises such delegation or sub-contracting without further notice required. The Company shall remain fully responsible to the Customer for the quality of the work and for the acts and omissions of any sub-contractor.
- 3.7. The Customer agrees that any person in the Customer's employment, or any person reasonably believed by the Company to be the Customer's agent, has the authority to authorise work on the Vehicle and to collect the Vehicle upon completion. The Company is not obliged to confirm the authority of any person it reasonably believes to be an agent of the Customer.

4. Payment

- 4.1. Payment for all Goods and Services is due upon collection of the vehicle. The Company may require a deposit before commencing work.
- 4.2. The Company retains a general lien on any vehicle left with it for all monies owed by the Customer on any account. The vehicle will not be released until all outstanding charges are paid in full.

5. Goods Supplied and Parts Removed



- 5.1. Title to any Goods supplied as part of the Services shall not pass to the Customer until the Company has received full payment in cleared funds. Until such time, the Customer must store the Goods separately and must not sell or otherwise dispose of them. The Company may enter the Customer's premises to recover the Goods if payment is not made.
- 5.2. Special order parts that have been correctly supplied and are of satisfactory quality are not eligible for credit or return. Other correctly supplied Goods may be returned for credit within 7 working days of the invoice date, at the Company's discretion and subject to a handling charge.
- 5.3. Unless otherwise agreed in writing by both parties prior to the completion of the work, all parts removed from the vehicle during the course of any repairs or services shall be deemed the absolute property of the Company. The Company shall be entitled to manage or dispose of such parts at its sole discretion and shall have no liability or duty to account to the Customer for them.

6. Warranties and Liability

- 6.1. The Company warrants its workmanship to be free of defects for a period of 12 months or 6,000 miles, whichever occurs sooner, from the date the work is completed.
- 6.2. Where new paintwork is required and the metal work is found to be rusted, every reasonable precaution will be taken to prevent this penetrating through after completion of painting, but no guarantee can be given in this respect. If partial paintwork only is required, every endeavour will be made to match the existing colour schemes, but no guarantee can be given of a perfect colour match.
- 6.3. The benefit of any applicable manufacturer's warranty for parts fitted during the Services is assigned to the Customer.
- 6.4. The Customer may, at the Company's sole discretion, supply parts for fitting. In such cases:
 - 6.4.1. The Company provides no warranty whatsoever for the supplied part itself or for any defect or damage arising from its use.
 - 6.4.2. The warranty on workmanship in clause 6.1 is void in respect of the fitting of that part and any related components.
 - 6.4.3. The Company accepts no liability for damage caused to customer-supplied parts during the fitting process, including tyres, unless such damage is caused by the Company's gross negligence.
- 6.5. All warranties and Company obligations are void if a defect is caused or worsened by the Customer's failure to notify the Company, misuse of the vehicle (including racing or rallying), fitting of non-approved parts, or failure to adhere to recommended maintenance schedules.
- 6.6. Except where the Customer is a Consumer, all other warranties, whether express or implied, as to the quality or fitness for purpose of Goods or Services are excluded. Nothing in this contract shall limit or exclude the Customer's statutory rights as a Consumer.
- 6.7. The Company's liability is limited to the defined scope of the repair or diagnostic operation as per the manufacturer's schedule for such work, if any.
- 6.8. Nothing in this Agreement shall limit or exclude the Company's liability for: a) death or personal injury caused by its negligence; b) fraud or fraudulent misrepresentation; or c) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 6.9. Subject to clause 6.8, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of goodwill, loss of enjoyment, or any indirect or consequential loss arising under or in connection with this Agreement.
- 6.10. The Company shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including strikes, natural disasters, pandemics, war, or supplier failure ("Force Majeure").

7. Vehicle Custody and Risk

- 7.1. The Customer authorises the Company, its employees, and agents to drive the vehicle on the public highway and elsewhere for testing and assessment purposes. The Company will maintain legally required insurance for such use.
- 7.2. Subject to the provisions of the Consumer Rights Act 2015, all vehicles are left with the Company at the Customer's entire risk. The Company is not liable for loss or damage unless caused by its negligence or default. The Customer is advised to remove all personal belongings from the vehicle.

8. Storage and Uncollected Vehicles

- 8.1. Following notification of the completion of Services, if a vehicle is not collected, the Company reserves the right to levy storage charges. These will consist of a one-time administration fee of £150 + VAT, followed by a weekly charge of £75 + VAT.
- 8.2. If a vehicle remains uncollected and unpaid for three calendar months after notice of completion has been given, the Company may sell the vehicle. The Company will first provide seven days' written notice of its intention to sell. The proceeds of the sale will be used to discharge the costs of the sale, storage charges, and the outstanding repair invoice. Any remaining balance will be forwarded to the Customer at their last known address.

9. Distance and Off-Premises Contracts

- 9.1. This clause applies if the Customer is a Consumer who concludes a contract for sale of parts either without face-to-face contact ("Distance Contract") or away from the Company's business premises ("Off-Premises Contract").
- 9.2. The Customer has the right to cancel this contract within 14 days of taking physical possession of the parts
- 9.3. This right to cancel does not apply if the parts have been customised to the Buyer's specific request, which includes the fitting of any accessories.



- 9.4. To cancel, the Customer must inform the Company via a clear written statement. For convenience, a model cancellation is supplied at the end of these Terms and Conditions. The Customer must return the parts to the Company at their own cost within 14 days of this communication.
- 9.5. The Company will reimburse all payments received but may make a deduction for any diminished value of the parts resulting from handling or use beyond what is necessary to establish its nature and function.

10. Data Protection

- 10.1. The Company will process the Customer's personal data in accordance with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 10.2. The Company will use the personal data provided by the Customer to fulfil its contractual obligations. This includes providing the Services, processing payments, maintaining service records, and contacting the Customer regarding safety recalls or service reminders.
- 10.3. For these purposes, the Company may share personal data with third parties, such as the vehicle manufacturer for warranty and recall purposes.
- 10.4. For full details on how the Company uses personal data, the Customer's rights in relation to their data, and how to opt-out of marketing communications, the Customer should consult the Company's Privacy Policy, which is available on the Company's website or upon request.

11. General Terms and Dispute Resolution

- 11.1. Notices. Any notice given under this contract must be in writing and sent to the address or email address of the relevant party as provided by the Customer. Notices are deemed received two business days after posting if sent by first-class post, or at the time of transmission if sent by email to the correct address. 1
- 11.2. Waiver. A waiver of any right or remedy under this contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy.
- 11.3. Third-Party Rights. The parties do not intend that any term of this contract shall be enforceable by any person who is not a party to it, under the Contracts (Rights of Third Parties) Act 1999.
- 11.4. Should a complaint or dispute arise, the Customer should first engage with the Company's internal complaints handling procedure, which is available on request and on the Company's website.
- 11.5. Where a complaint cannot be resolved through the internal procedure, the Customer may refer the dispute to an approved Alternative Dispute Resolution (ADR) provider, such as The Motor Ombudsman
- 11.6. This contract is governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English Courts.