CUSTOMER TERMS • ENGINE REPAIR SPECIALISTS

KILMARNOCK ENGINE SERVICES

TERMS AND CONDITIONS OF BUSINESS
AND 6-MONTH / 6,000-MILE PARTS-ONLY WARRANTY

Version 1.1 • Scotland

> **Please read before authorising work**
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> The initial health check is free of charge (section 6). Any further Work, strip-down or spending limit must be agreed on the job-specific Order Form or in a clear written or electronic instruction. These Terms do not record any other statement or admission on your behalf. Your statutory rights are not affected.

Key charges and policies

Initial health check	Free of charge. Further testing or strip-down is separately priced.
Warranty - fixed cover	6 months or 6,000 miles, whichever comes first. PARTS ONLY - NO LABOUR - NOT TRANSFERABLE. Diagnosis, removal, refitting, machining, fluids, programming, transport, recovery, vehicle hire and loss of use are not included. Full warranty conditions and exclusions apply; statutory rights are unaffected.
Car A/C - R134a	£85 plus VAT (£102 including VAT) for standard refrigerant recovery, vacuum test and recharge, subject to the system passing checks.
Car A/C - R1234yf	£120 plus VAT (£144 including VAT) for standard refrigerant recovery, vacuum test and recharge, subject to the system passing checks.
Van A/C	Quoted individually before work. Price depends on refrigerant type and the manufacturer-specified system capacity.
Deposit	For work estimated above £1,200 including VAT, a 20% deposit is normally required before parts are ordered or work starts.
Warranty aftercare	The seven-working-day validation check is free of charge. The vehicle-specific 1,000-mile oil-and-filter service is chargeable and its price is recorded before engine work is authorised.
Storage	£5 including VAT per day for all Customers, normally after one month from written notice that the vehicle is ready, where collection is within the Customer’s control.
Parts / extra work	No customer-supplied parts. Work reasonably necessary within the agreed repair scope and authorised price or price cap may proceed; materially different work or costs above that authority will be referred back to the Customer.
Payment	See section 12. No surcharge is added to Consumer payments for the payment method used.

Kilmarnock Engine Services | Block 5 Unit 3, Moorfield Industrial Estate, Kilmarnock KA2 0AG | 01563 541707

1. Who we are and how to contact us

1.1 “Kilmarnock Engine Services”, “we”, “us” and “our” mean MOVEAUTO LIMITED trading as Kilmarnock Engine Services, company SC110902, VAT 498 7288 65.

1.2 Trading: Block 5 Unit 3, Moorfield Industrial Estate, Kilmarnock, KA2 0AG. Registered office: Block 5 Unit 3, Moorfield Industrial Estate, Kilmarnock KA2 0AG. Telephone: 01563 541707. Email: contact@enginerepairsscotland.co.uk. Website: enginerepairsscotland.co.uk.

1.3 Notices and complaints may be delivered to the trading address or sent using the current written contact channel shown on the Estimate, Order Form or invoice.

1.4 Please tell us if your contact details change. We may rely on the most recent contact details you have given us when sending notices under these Terms.

2. Definitions and interpretation

2.1 In these Terms:

“Consumer”	an individual acting wholly or mainly outside their trade, business, craft or profession.
“Trade Customer”	a person acting for purposes relating to their trade, business, craft or profession, including a motor trader, fleet operator, warranty company, insurer, dealer or repair business.
“Customer” or “you”	the person who contracts with us, whether a Consumer or Trade Customer.
“Estimate”	our best assessment of the likely work and cost based on information available without further dismantling; it is not a fixed price unless expressly described as a fixed quotation.
“Order Form”	the job-specific written or electronic record of authorised work, price or price cap, important assumptions, deposit and any special warranty schedule.
“Vehicle”	the car, van, engine, component, plant or other item delivered or made available for our services.
“Work”	the diagnosis, testing, dismantling, machining, repair, rebuilding, replacement, supply, fitting, programming, recovery, storage or related service expressly authorised.
“Commercial Warranty”	the voluntary limited warranty in sections 23 to 27. It is additional to, and does not replace, legal rights.

2.2 References to “including” are illustrative and not limiting. Headings assist navigation and do not change meaning. If part of a clause is unenforceable, the remainder continues so far as the law allows.

3. The contract and order of documents

3.1 When a Customer asks us to book a Vehicle or component, we provide the booking details. If the Customer keeps the booking and presents, delivers or arranges delivery of the Vehicle or component for that appointment, this confirms authority for the free initial health check in section 6.

3.2 Delivery without a confirmed booking or identifiable prior instruction does not by itself authorise diagnosis, dismantling or repair. A person making a booking or giving an instruction for an owner or other Customer must have authority from that person and any relevant finance or leasing provider.

3.3 The contract consists of the Order Form, Estimate or fixed quotation, these Terms and any written variation accepted by both parties. A job-specific written term prevails over a general term. Nothing in an “entire agreement” provision excludes a statement or representation that is binding by law or liability for fraud.

3.4 We may update these Terms for future contracts. Changes do not apply retrospectively to authorised Work unless both parties agree in writing.

3.5 No pre-written statement in these Terms is evidence that a Customer inspected the Vehicle, agreed that Work was satisfactory, disclosed a fact or waived a right. Those matters must be established, where relevant, by the contemporaneous job record and the Customer's own response.

3.6 You can cancel or rearrange a booking free of charge at any time before the appointment by contacting us using the details in section 1.2. No charge is made for a cancelled booking or a missed appointment.

4. Consumer rights and fair dealing

4.1 Nothing in these Terms excludes or restricts a Consumer right or Kilmarnock Engine Services' liability that cannot lawfully be excluded or restricted, including the statutory requirement to exercise reasonable care and skill.

4.2 The Commercial Warranty is a separate voluntary benefit. It does not replace or shorten statutory rights. References to statutory requirements in these Terms acknowledge the law and do not create any wider contractual undertaking by Kilmarnock Engine Services.

4.3 If a provision conflicts with mandatory Consumer law, the mandatory law applies and the remaining provisions continue so far as legally possible.

5. Customer status, information and authority

5.1 You must tell us before authorisation whether you are acting as a Consumer or Trade Customer and whether the Vehicle is used for taxi, private hire, courier, delivery, rental, driving tuition, competition, track, heavy towing, fleet, plant, industrial, off-road or other high-mileage or high-load use.

5.2 You must give accurate information about ownership, mileage, prior faults and repairs, warning lights, overheating, oil or coolant loss, modifications, remapping, immobilisers, keys, security codes, fuel, finance, warranty or insurance involvement, and any hazardous contents. We may rely reasonably on that information.

5.3 A person instructing us for an owner or other Customer must establish their authority before Work begins. Unless Kilmarnock Engine Services expressly accepts another person as the debtor in writing, the person placing the order remains responsible for authorised charges.

5.4 If the Vehicle is on finance, hire purchase or a lease, you must tell us before any Work is authorised. Before strip-down or engine Work, we may ask for written confirmation that the finance or leasing company agrees to the Work, and we may decline or pause the Work until we receive it.

5.5 Please leave the keys, locking wheel nut key and any security codes needed for the Work. If they are missing, the Work may be delayed.

6. Free initial health check

> **No charge for the initial health check**
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> Every Vehicle or component accepted for assessment receives a free initial health check, for Consumers and Trade Customers alike. Any further testing or Work is charged only when it has been agreed under section 6.2.

6.1 The initial health check covers the initial assessment, reasonable initial checks and advice on the recommended next step. The precise checks depend on the Vehicle, symptoms, condition and access available without additional dismantling.

6.2 Further testing, specialist diagnosis, extended fault tracing, fluids, recovery, dismantling or strip-down is additional and is not part of the free initial health check. It proceeds only where the additional stage and its price or maximum spend are recorded in the Order Form or another clear authorisation record.

6.3 Where the Customer presents, delivers or arranges delivery of the Vehicle or component for a booking, Kilmarnock Engine Services is authorised to carry out the free initial health check. Nothing is charged for it.

6.4 Diagnosis identifies faults on the evidence reasonably available at the time. Intermittent, concealed, multiple or developing faults may require staged investigation and cannot always be identified during the initial assessment.

7. Estimates, quotations, pricing and VAT

7.1 Consumer prices are stated including VAT. Trade documents may show the net price plus VAT, together with the VAT-inclusive total where appropriate. All mandatory charges known at the time will be shown prominently before authorisation.

7.2 An Estimate is not a guaranteed total where the condition or full scope cannot reasonably be known without testing or dismantling. A fixed quotation is fixed only for its stated scope and assumptions. Both normally remain open for 14 calendar days unless stated otherwise.

7.3 The Estimate will identify known mandatory extras, including the vehicle-specific price of the 1,000-mile oil-and-filter service where it is required for engine Work and any known air-conditioning operation necessary to complete the authorised repair.

7.4 Clerical or calculation errors may be corrected before acceptance. After acceptance, a price or scope change requires agreement unless the law provides otherwise.

7.5 Third-party inspections, machining, programming, transport and specialist services are included only where the Estimate says so.

8. Authorisation, changes and additional work

8.1 Your authorisation covers Work reasonably necessary to complete the agreed repair scope within the accepted price or clearly agreed maximum spend. We may proceed with that Work without seeking approval for each individual operation or component. Materially different Work, or Work that would take the total above the accepted price or maximum spend, will be referred back to you for further authorisation.

8.2 Kilmarnock Engine Services is not obliged to proceed where unexpected damage, parts, safety issues or supplier changes would materially alter the agreed scope or exceed the accepted price or maximum spend. Any further Work is subject to a revised authorisation record. Proportionate steps may be taken without prior contact only where immediately necessary to protect life, prevent imminent serious property damage or comply with law; any resulting charge must be lawful and reasonable.

8.3 A recommendation that is not included in the authorised scope is not part of the Work. Kilmarnock Engine Services may refuse or stop Work where the remaining repair would be unsafe, unlawful, technically unsound, or incompatible with a warranty requested by the Customer.

9. Dismantling, strip-down and uneconomic repairs

9.1 Some defects cannot be assessed accurately without dismantling. Strip-down authority must be recorded as a separate stage with its price or maximum spend. Reassembly is not included unless stated and may require new seals, bolts, fluids or parts.

9.2 Once dismantled, a Vehicle or component may not be capable of economical or safe reassembly in its previous condition. If you decline further Work, you remain responsible for authorised diagnosis and dismantling, parts genuinely ordered or used, necessary consumables and any agreed reassembly or collection preparation.

9.3 Kilmarnock Engine Services may stop after an authorised stage where repair is considered uneconomic or technically unsuitable. Any further option requires a separate quotation or instruction. No disposal occurs without lawful authority and a separate clear instruction, except where law permits otherwise.

9.4 We may ask for payment for a strip-down stage before that stage begins.

10. Deposits, ordered parts and cancellation after authorisation

10.1 Where the estimated total exceeds £1,200 including VAT, a 20% deposit is normally required before parts are ordered or Work starts. A different deposit may be agreed for special-order, bespoke or high-value parts and will be shown before authorisation.

10.2 A Consumer who cancels remains liable only for sums the law allows, including authorised services supplied following a valid express request to begin and lawful costs relating to committed goods. Any deduction or refund is determined in accordance with the applicable cancellation rules and the evidence of actual commitment and performance.

10.3 For a Trade Customer, after Work starts or orders are committed, we may retain from the deposit reasonable losses and costs caused by cancellation, including non-returnable parts, supplier restocking charges and booked third-party services, subject to the duty to mitigate loss where applicable.

11. Distance and off-premises Consumer contracts

11.1 If a Consumer contract is concluded wholly at a distance or away from our premises, the Consumer will normally have 14 days from contract formation to cancel the service contract without giving a reason. To cancel, contact us in writing using section 1.2 details or the model cancellation form in the Appendix. Legal exceptions may apply.

11.2 Work during the cancellation period begins only after the Consumer's express request is recorded. If the Consumer then cancels, only the proportionate amount permitted by law is payable for services supplied up to cancellation, based on the agreed total price and subject to the applicable information and request requirements.

11.3 The cancellation right may be lost once the service has been fully performed, but only where the Consumer gave the required express request and acknowledgement. Urgent repair or maintenance specifically requested during a visit may be exempt to the extent the law provides; additional services or goods are not automatically exempt.

11.4 Where a Consumer agrees chargeable Work by telephone, email or online, for example after the free initial health check, we will give them information about the right to cancel and the model cancellation form in the Appendix. We will also ask them to confirm that they want the Work to begin within the cancellation period, and that they understand the right to cancel is lost once the Work has been fully performed.

12. Payment and release

12.1 Unless the Order Form says otherwise, payment is due in full when we notify you that Work is complete or when the Vehicle is collected, whichever occurs first. We may issue staged invoices for separately authorised stages.

12.2 The Customer remains responsible even if an insurer, warranty provider, finance company, dealer or other third party is expected to pay, unless we expressly accept that third party as the debtor in writing.

12.3 We may withhold release of the Vehicle or component only to the extent the law permits, including where sums properly due for relevant Work remain unpaid. Ownership of parts supplied but not yet fitted does not pass until paid for in full, but risk passes in accordance with law.

12.4 For Trade Customers, overdue sums may carry statutory interest, compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable, or otherwise interest at 4% per year above the Bank of England base rate, calculated daily. No double recovery applies.

12.5 The payment methods we accept are shown at our premises and on our invoices. No surcharge is added to a Consumer's payment because of the payment method used.

12.6 We will never change our bank details by email, text or message. Before paying by bank transfer for the first time, or if you receive a message saying our bank details have changed, please phone us on 01563 541707 to check.

13. Storage and uncollected Vehicles

13.1 A written ready-to-collect or no-further-authority notice issued to the contact details supplied starts the collection period. The Vehicle must be collected within one month unless another date is recorded.

13.2 After that period, where collection is within your control, storage may be charged at £5 including VAT per calendar day for all Customers. We will not charge for delay caused by our breach or where charging would be unfair or unlawful.

13.3 Storage does not make Kilmarnock Engine Services an insurer of the Vehicle. Responsibility for loss or damage is limited to the extent caused by a failure to exercise the standard of care required by law. The Customer remains responsible for appropriate insurance and for removing valuables before delivery.

13.4 These Terms do not grant Kilmarnock Engine Services a contractual power to sell or dispose of a Vehicle. Retention may be exercised only where a valid possessory lien or other legal right exists. Any proposed sale or disposal is outside these Terms and will occur only through a separately verified lawful process, legal advice or court authority as appropriate.

13.5 If a Vehicle is not collected, or charges remain unpaid, we will write to the Customer at the contact details supplied, and to any finance or leasing company we know of, asking for payment and collection within 28 days. If the Vehicle is still not collected, we may take legal advice and recover what is owed through the courts.

13.6 We release a Vehicle only to the Customer or to a person the Customer has authorised. We may ask for identification before release.

14. Scope of engine and component work

14.1 Engine Work covers only the items expressly listed on the Order Form. Unless stated otherwise, “engine” means the cylinder block, cylinder head and specified internal lubricated components; it does not automatically include turbochargers, injectors, pumps, cooling system, exhaust after-treatment, intake, ignition, fuel system, wiring, sensors, control units, clutch, gearbox, ancillaries or mountings.

14.2 “Rebuilt” or “remanufactured” describes a unit dismantled, inspected and restored to the stated build specification using machining and replacement components as required. It does not mean every component is new. “Used” means previously used and not rebuilt by us. Any material description, known mileage or supplier grade will be recorded where available.

14.3 Exchange units may require the old unit or qualifying core to be returned. Core condition requirements and any surcharge will be stated before authorisation. Title to an exchange core passes as recorded on the Order Form.

15. Ancillary systems and underlying causes

15.1 Engine damage is often caused or contributed to by another system. We may recommend testing, cleaning, replacement or repair of cooling, lubrication, fuel, intake, turbocharging, exhaust, electrical or control components before warranty-backed engine Work can be completed.

15.2 Recommendations and declined items should be recorded on the Order Form, inspection record or handover record. A Commercial Warranty exclusion applies only to the extent the declined item caused or contributed to the later failure or materially prevented diagnosis; statutory rights remain unaffected.

15.3 DPF, EGR, AdBlue/SCR, catalytic-converter, injector, turbocharger and software faults are separate from internal engine repair unless expressly included.

16. Parts policy

16.1 We do not fit customer-supplied parts. This policy allows us to verify specification, traceability, compatibility, installation requirements and warranty support.

16.2 Parts may be new, remanufactured, rebuilt, exchange or used only as described and agreed. Substitute brands or superseded part numbers will be of appropriate specification and will not be used where doing so would materially change the agreed service without approval.

16.3 Availability dates are estimates. A material substitution or price change outside the authorised scope or maximum spend requires a revised quotation or authorisation before the additional cost is committed.

17. Air-conditioning services

> **Car prices**
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> R134a: £85 plus VAT (£102 total). R1234yf / YF: £120 plus VAT (£144 total). Van systems are quoted individually because refrigerant quantity and system capacity vary.

17.1 The stated car price covers standard refrigerant recovery, vacuum and leak-hold testing, and recharge to the manufacturer-specified quantity where the system passes the checks and is suitable to recharge. Work is performed by appropriately qualified personnel using compliant recovery procedures. Refrigerant is not intentionally vented.

17.2 A recharge is not a repair guarantee and does not include tracing or repairing leaks, replacement of condensers, compressors, pipes, valves, seals, electrical components or control faults, or exceptional quantities or contamination unless stated. A system that fails checks requires a separate repair quotation and authorisation.

17.3 Van pricing will be confirmed in writing before authorisation, based on refrigerant type, manufacturer-specified charge and system configuration. If A/C recovery and recharge is required to complete engine Work, it will be shown as a separate line on the Estimate where known.

18. Fluids, contamination and consumables

18.1 Oil, coolant, refrigerant, filters, seals, one-time-use fasteners, cleaning materials, disposal and other consumables are included only where itemised or necessarily included within an agreed fixed price.

18.2 Contaminated fuel, oil, coolant, sealant, metal debris or previous chemical treatment may require additional cleaning, flushing, disposal or parts. Such Work may proceed within an existing authorised scope and maximum spend; otherwise it requires a revised authorisation.

18.3 Fluid levels may settle after initial heat cycles. The Customer must follow the handover instructions and promptly report warning lights, leaks, overheating, unusual noise or abnormal consumption.

19. Vehicle movement, road testing and care

19.1 Vehicle movement and road-testing authority must be recorded on the Order Form or another clear job record. If authorised, Kilmarnock Engine Services and its properly authorised contractors may move and reasonably test the Vehicle for diagnosis, verification, calibration, MOT or specialist services. Testing may add mileage. If required testing is not authorised, Kilmarnock Engine Services may decline or stop the affected Work.

19.2 Kilmarnock Engine Services is responsible for loss or damage to the Vehicle, keys or contents only to the extent caused by negligence, breach of duty or failure to exercise the standard of care required by law.

19.3 Fuel, electricity, tolls and test-related consumables reasonably used are the Customer’s responsibility unless included. We are responsible for fines or penalties caused by our own unlawful use; the Customer remains responsible for pre-existing or customer-caused matters.

19.4 Personal belongings should be removed and any item that cannot be removed must be identified in the job record. Liability for belongings is governed by sections 19.2 and 31 and is not enlarged by leaving an item in the Vehicle.

20. Pre-existing, concealed and unrelated faults

20.1 Vehicles may have age-related wear, corrosion, brittle connectors, seized fasteners, historic repairs, stored fault codes or concealed defects. The job record may note condition reasonably apparent at the relevant stage. A material change to authorised Work is dealt with under section 8.

20.2 We are not responsible for a pre-existing or unrelated fault merely because it becomes apparent during or after our Work. We remain responsible to the extent our breach or negligence causes damage or makes a condition worse.

20.3 Access to an authorised repair may unavoidably disturb fragile, seized or corroded parts. Additional Work may proceed only within the agreed scope and maximum spend or under a revised authorisation. Kilmarnock Engine Services remains responsible where damage is caused by a failure to exercise reasonable care and skill.

20.4 If we find a fault that makes the Vehicle unsafe to drive and the Customer declines the repair, we will tell the Customer and record it in the job record. Use of the Vehicle after that is the Customer's responsibility. This does not affect our responsibility for our own Work.

21. Completion dates and delay

21.1 Any completion date is an estimate unless expressly stated as guaranteed in the Order Form. Where no binding time is recorded, the time required is governed by the applicable legal standard, taking account of the nature of the Work, parts supply, third-party processes and further authority required.

21.2 Kilmarnock Engine Services is not responsible for delay to the extent caused by an event genuinely outside its reasonable control, such as unforeseen supplier failure, public emergency, severe weather, utility outage or authority action, subject to any duty imposed by law to mitigate the effect. Ordinary staffing or scheduling problems are not automatically outside reasonable control.

21.3 If delay becomes substantial, either party may use any cancellation or termination right available under the contract or law. Charges will be limited to Work properly supplied and unavoidable commitments, subject to Consumer rights.

22. Handover and Customer responsibilities after repair

22.1 The invoice and handover record identify any material running-in, fluid, warning-light, maintenance or usage instructions supplied for the Work. The Customer is responsible for retaining and passing those instructions to any regular driver or new owner.

22.2 Stop the engine as soon as safely possible and contact us promptly if an oil-pressure or temperature warning appears, coolant or oil is lost, overheating occurs, or serious abnormal noise or smoke develops. Continued use can cause avoidable damage.

22.3 The Customer must maintain correct oil and coolant levels and follow the manufacturer's service requirements and any reasonable job-specific instructions. These duties do not make the Customer responsible for our defective Work.

23. Fixed parts-only Commercial Warranty

23.1 The Kilmarnock Engine Services Commercial Warranty is six months or 6,000 miles from collection or invoice, whichever comes first. It is parts only. No labour is included. Our obligation under the Commercial Warranty is limited to supplying replacement parts for a defect covered by that warranty.

23.2 The Commercial Warranty does not cover diagnosis, labour, removal, refitting, machining, fluids, consumables, programming, transport, recovery, vehicle hire, loss of use or other consequential services. This parts-only limitation applies to Consumers and Trade Customers alike, but only to the voluntary Commercial Warranty. It does not exclude or restrict a Consumer's statutory rights or any remedy required by law where goods or services supplied by Kilmarnock Engine Services do not conform to the contract.

23.3 The Commercial Warranty is personal to the original Customer named on the Kilmarnock Engine Services invoice. It is not transferable with the Vehicle and does not pass to a purchaser, new owner or any other person. This restriction applies only to the voluntary Commercial Warranty and does not remove any statutory right or other legal right that a person has independently of that warranty.

23.4 A supplier or manufacturer warranty may apply separately to a particular unit or part where identified on the invoice or separate warranty document. It does not extend or alter Kilmarnock Engine Services' fixed six-month or 6,000-mile parts-only Commercial Warranty. Third-party warranty terms do not reduce liability imposed on Kilmarnock Engine Services by law as the contracting trader.

23.5 The Commercial Warranty covers Vehicles used in the United Kingdom. Claims are inspected, and replacement parts are supplied for fitting, at our Kilmarnock premises unless we agree otherwise in writing. To make a claim, contact us using the details in section 1.2 and follow section 26.

24. Fixed Commercial Warranty period

24.1 Six months or 6,000 miles, whichever comes first, is the only Commercial Warranty period offered by Kilmarnock Engine Services. The Commercial Warranty is parts only and never includes labour.

24.2 Supplying a replacement part under the Commercial Warranty does not restart or extend the original six-month or 6,000-mile period. This clause concerns the voluntary Commercial Warranty only and does not exclude rights or remedies that cannot lawfully be excluded.

25. Seven-day validation and 1,000-mile oil service

> **Required aftercare**
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> The validation check within seven working days is free of charge. The oil-and-filter service at 1,000 miles is chargeable and vehicle-dependent; its exact price is stated on the Estimate or Order Form before the engine Work is authorised.

25.1 Where stated for the engine Work, the Vehicle must return within seven working days of collection for the free validation check. The check is limited to relevant fluid levels, visible leaks, available fault information and other reasonable post-repair observations; it is not a guarantee that no concealed or developing fault exists. If return is impracticable, the Customer must contact Kilmarnock Engine Services within the seven working days so that any alternative can be recorded.

25.2 Where stated, an oil-and-filter service is due at 1,000 miles after collection, with a normal tolerance of 100 miles either side. The service is not free: the price depends on the Vehicle, required oil specification, oil quantity and filter. The exact price must be given in writing on the original Estimate or Order Form before engine Work is authorised.

25.3 The service should be carried out by us unless we agree beforehand in writing that a competent repairer may do it. In that case, the Customer must retain the dated invoice, mileage, oil grade, quantity and filter details.

25.4 Missing a check or service does not automatically remove statutory rights or the whole Commercial Warranty. It may affect a Commercial Warranty claim only to the extent the failure caused or contributed to the defect, increased the loss, or materially prevents us from verifying the cause.

26. Making a warranty or legal-rights claim

26.1 Notify us promptly, provide the invoice and current mileage or hours, describe the symptoms and stop use where continued operation may worsen damage. Do not authorise dismantling or repair elsewhere before giving us a reasonable opportunity to inspect, unless urgent action is reasonably necessary for safety or to prevent further loss.

26.2 A claim is assessed against the authorised scope, contemporaneous records, condition, usage, maintenance evidence and applicable law. Where Kilmarnock Engine Services is legally responsible, the remedy is the remedy required by law. A claim accepted solely under the Commercial Warranty is limited to the supply of replacement parts for the covered defect at Kilmarnock Engine Services' reasonable option.

26.3 If inspection establishes no covered defect and no breach by Kilmarnock Engine Services, pre-authorised diagnostic, transport, dismantling and reassembly charges are payable. Where a claim is accepted solely under the Commercial Warranty, all diagnosis, labour, removal, refitting, fluids, programming, transport and recovery costs remain the Customer's responsibility. No Consumer charge arises merely from investigating a defect for which Kilmarnock Engine Services is legally responsible.

26.4 Return and recovery costs are allocated as required by law. In every other case, collection and transport are the Customer's responsibility and are not covered by the Commercial Warranty.

26.5 Inspection, technical assistance, temporary action, goodwill, a contribution, or arranging transport does not by itself amount to an admission of fault or liability. Any admission or settlement must be expressly recorded by an authorised representative of Kilmarnock Engine Services.

27. Commercial Warranty exclusions

27.1 The Commercial Warranty does not cover a failure to the extent caused or contributed to by:

- overheating, oil starvation, coolant loss, contaminated or incorrect fluids, continued driving after a warning, or failure of an ancillary system not included in our Work;
- misuse, accident, competition, overloading, abnormal towing, flood, fire, external impact, unauthorised modification, remapping or use outside the agreed schedule;
- work, dismantling, adjustment or parts supplied by another person after our repair, where that intervention caused or obscured the defect;
- failure to follow material handover or maintenance instructions where that failure is causally relevant;
- fair wear and tear, routine servicing, filters, belts, hoses, fluids, clutches, batteries and other consumables unless expressly included and defective at supply; or
- a pre-existing, concealed or unrelated fault that our authorised Work did not cause and was not required to correct.

27.2 Evidence requirements and Commercial Warranty conditions apply only to the extent relevant to causation, loss, remedy or reasonable verification and only so far as lawful. Statutory rights are unaffected.

28. Complaints and alternative dispute resolution

28.1 A complaint should identify the Customer, registration, invoice or job number, mileage, issue and outcome requested and should be sent through the written contact details on the invoice. Kilmarnock Engine Services may request further information and will consider the complaint against the contract and available records.

28.2 When communicating the outcome of a Consumer complaint, Kilmarnock Engine Services will provide information about applicable alternative dispute resolution arrangements to the extent required by law. No participation in or membership of a particular scheme is represented unless confirmed in that outcome communication.

28.3 This complaints provision does not create any remedy, admission, time limit or dispute-resolution obligation beyond one imposed by law or separately accepted in writing.

28.4 Investigating a complaint, inspecting the Vehicle, discussing settlement or offering goodwill is not an admission of liability. Any settlement is binding only when its scope and terms are recorded in writing by an authorised representative.

29. Removed parts, photographs and records

29.1 If you want removed parts retained for inspection, ask before Work starts. We may be unable to return exchange cores, supplier-return parts, warranty evidence, hazardous items or items we are legally required to control. Other removed parts may be disposed of responsibly after collection unless agreed otherwise.

29.2 We may take photographs, video, measurements, diagnostic scans and notes reasonably required to quote, perform, evidence and quality-check the Work, administer a claim, meet legal duties or resolve a dispute.

29.3 Identifiable Customer or Vehicle material is not used for advertising or public social-media content without a separate lawful basis and, where required, specific consent. Marketing consent is separate from authority for Work.

30. Data protection and communications

30.1 We process personal data for quotations, contract administration, payment, vehicle records, customer service, warranty, safety, fraud prevention, legal compliance and legitimate business records in accordance with UK data-protection law. Our separate Privacy Notice explains purposes, lawful bases, retention, sharing and

individual rights and is available on request and through our current website.

30.2 We may share relevant information with suppliers, machinists, recovery operators, diagnostic specialists, insurers, warranty providers, finance companies, professional advisers, payment providers and authorities where necessary and lawful.

30.3 Service communications may be sent using the telephone, email, SMS, WhatsApp or postal details supplied for the job. This is separate from marketing, which is governed by the Privacy Notice and applicable consent or opt-out rules.

31. Liability - Consumers

31.1 We do not exclude or limit liability where it would be unlawful, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of mandatory Consumer rights, or damage caused by failure to use reasonable care and skill.

31.2 Subject to clause 31.1, liability is limited to loss or damage proved to have been caused by Kilmarnock Engine Services' breach or negligence and which was reasonably foreseeable when the contract was formed. Kilmarnock Engine Services is not responsible for pre-existing or unrelated loss, loss caused by the Customer or a third party, or loss that could not reasonably have been foreseen.

31.3 The Customer must take reasonable steps to prevent avoidable additional loss, including stopping use when serious warning signs appear. Any reduction for failure to mitigate applies only to the additional loss caused by that failure and does not remove liability for Kilmarnock Engine Services' own breach.

31.4 A courtesy vehicle, hire vehicle, loss-of-use payment or mobility service is not included unless expressly stated on the Order Form. This does not exclude a loss that is proved to be legally recoverable and cannot fairly or lawfully be excluded.

32. Liability - Trade Customers

32.1 Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, defective products where liability cannot lawfully be excluded, deliberate default, or any other liability that cannot lawfully be limited.

32.2 Subject to clause 32.1, we are not liable for indirect or consequential loss, loss of profit, revenue, contracts, goodwill, business opportunity, use or production, or the cost of a substitute vehicle, except to the extent such exclusion is not reasonable or lawful.

32.3 Subject to clause 32.1, our total aggregate liability arising from the affected contract is limited to 150% of the total price paid or payable for the affected Work. This cap does not apply where it would fail the applicable legal test of reasonableness.

32.4 A Trade Customer is responsible for maintaining insurance suitable for its Vehicle, contents, business interruption and commercial use. Each party must take reasonable steps to reduce loss.

33. Termination and suspension

33.1 Kilmarnock Engine Services may suspend Work if an agreed payment is overdue, required authority or information is missing, the Vehicle presents an undisclosed hazard, or continuing would be unsafe or unlawful. Reasonable notice may be issued where practicable, together with any condition for resumption.

33.2 Either party may end the contract for a serious breach not remedied within a reasonable written period, or immediately where the breach cannot be remedied. Termination does not remove accrued rights or payment for Work properly supplied, subject to Consumer cancellation and remedy rights.

34. Events outside reasonable control

34.1 Neither party is liable for failure caused by an event genuinely outside its reasonable control, provided the affected party notifies the other, takes reasonable steps to reduce the effect and resumes performance when reasonably possible. Payment already due for properly supplied Work is unaffected.

34.2 If the event prevents material performance for more than 30 days, either party may terminate the unperformed part. Any payment adjustment is limited to sums and deductions required or permitted by law for Work, goods and commitments actually supplied or incurred.

35. General and governing law

35.1 No person other than the parties has a right to enforce this contract under the Contract (Third Party Rights) (Scotland) Act 2017 unless the contract expressly says otherwise.

35.2 A delay in enforcing a right is not a waiver. Rights and remedies are cumulative. No assignation, transfer or delegation transfers the Commercial Warranty contrary to section 23.3. Any assignation, transfer or delegation is subject to Scots law and may not reduce a Consumer's mandatory rights.

35.3 The contract is governed by Scots law. Mandatory Consumer jurisdiction rules apply. For Trade Customers, the Scottish courts have exclusive jurisdiction.

Appendix: Model cancellation form

(Complete and return this form only if you wish to cancel the contract.)

To: MOVEAUTO LIMITED trading as Kilmarnock Engine Services, Block 5 Unit 3, Moorfield Industrial Estate, Kilmarnock, KA2 0AG. Email: contact@enginerepairsscotland.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service:

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[*] Delete as appropriate.