

# Terms and Conditions

## 1. Definitions

In these Terms and Conditions:

“Business Day” means any day other than a Saturday, Sunday or public holiday in England.

“Insolvency Event” an application, notice, resolution or order is made, passed or given for or in connection with Your bankruptcy, winding up, liquidation, dissolution, administration or reorganisation or You are subject to any other kind of insolvency event (including in another jurisdiction) or You enter into or have imposed on You any form of compromise or arrangement with Your creditors generally.

“Order” means Your order for Parts as set out in Our invoice.

“Parts” means the parts and/or accessories We sell to You as set out in Our invoice.

“Services” means [servicing, repair and/or restoration] work undertaken on Your vehicle by Us.

“Alpine Eagle” means Alpine Eagle limited (Company Number 4621410) whose registered office is at Alpine Eagle Ltd, the Old Mill, Mill Lane, Clanfield, Oxfordshire, OX18 2RX.

“We”/“Our”/“Us” means Alpine Eagle Ltd.

“You”/“Your” Alpine Eagle’s customer being the individual or company to whom the Parts and/or Services are supplied.

## 2. Our Agreement with You

- 2.1 These are the only terms and conditions on which Alpine Eagle supply Parts and/or Services to You.
- 2.2 Please read these terms and conditions carefully and let Us know if You have any questions about them before agreeing to Us providing You with the Services and/or supply the Parts.
- 2.3 Images of Parts on our website and in Our literature are illustrative only. The actual Parts may vary from those images.
- 2.4 All Parts which appear on Our website are subject to availability.
- 2.5 We reserve the right to vary these Terms and Conditions at any time without written notice.

## 3. Your Responsibilities

- 3.1 You must inform Alpine Eagle of any information relating to Your vehicle which might be relevant or helpful to Alpine Eagle in carrying out the Services.
- 3.2 You will be responsible for any incorrect information supplied to Alpine Eagle or failing to inform Alpine Eagle of any relevant information.
- 3.3 If You are not the owner of the vehicle You are responsible for ensuring that You have the owner’s permission for the Services to be carried out, but You remain subject to these Terms and Conditions including payment of Alpine Eagle invoices.
- 3.4 It is Your responsibility to pay all relevant taxes and duties in respect of the transport of Your vehicle internationally, including local import duties, tax and customs clearances. We shall not be responsible for any delay to the Services caused by any issue(s) and/or delay(s) arising from Your delivery, including but not limited to any matter concerning customs/import to the United Kingdom, of Your vehicle to Our premises

## 4. Services

- 4.1 We will agree the Services We will perform with You.
- 4.2 You may ask Us to revise the scope of the Services We will perform at any time; however, this may result in an increase in costs and/or changes to the timescale for delivery of the Services. We are not obliged to agree to Your request to change the scope of the Services.
- 4.3 Alpine Eagle will perform the Services with reasonable diligence, skill and care, and in accordance with the any specific details set out

in these Terms and Conditions.

## 5. Parts

- 5.1 Upon delivery to You Parts will be (i) of satisfactory quality (ii) be reasonably fit for any particular purpose for which You buy the Parts which You notified to Us and detailed in Your Order (iii) be fit for any purpose held out by Us or set out in Our invoice, and (iv) conform to their description (it is not a failure to conform if the failure has its origin in Your materials and/or vehicle).
- 5.2 We can make changes to the Parts which are necessary to comply with any applicable law or safety requirement or to implement technical adjustments and improvements which do not materially change the main characteristics of the Parts. We will notify you of these changes.
- 5.3 warranty provision -Alpine Eagle uses the consumer rights Act summary 2015 as Alpine Eagle’s structure for parts warranty provision.

## 6. General

- 6.1 Alpine Eagle may subcontract all or any part of the Services if, in our absolute discretion, specialist services are required for the purpose of completing the Services.
- 6.2 Alpine Eagle shall retain the ownership of all Parts and materials supplied to You or fitted to the vehicle by Us and ownership will only transfer to You upon You settling in full Our invoice(s) for the Services.
- 6.3 Alpine Eagle reserves the right to increase its prices and/or labour rates without any prior notice.
- 6.4 If You order Parts for export from the United Kingdom You shall be solely responsible for the importation of the Parts, including but not limited to any relevant laws and/or regulation, and the payment of any applicable taxes and duties.

## 7. Estimates

- 7.1 We will be happy to provide You with an estimate of the likely costs of the Services. If We provide You with an estimate for the price of Services and/or Parts it will remain valid for 30 days.
- 7.2 Any estimate is Alpine Eagle’s considered approximation of the likely cost of the Services.
- 7.2 All estimates are estimates only and are not to be treated as fixed fees and/or firm quotations.
- 7.3 The estimate is based on the cost for the Services at the time the estimate is given.

## 8. Storage of vehicle

- 8.1 Alpine Eagle will store your vehicle at Our premises whilst We are working on it and will take all reasonable precautions to ensure its security.
- 8.2 Alpine Eagle will not charge for storage when the vehicle is in Our workshop in connection with carrying out the Services.

## 9. Collection of vehicle

- 9.1 Alpine Eagle will inform You when the Services are complete or, if You decide not to proceed with Our recommendations, when You inform Us of that decision. At that time but subject always to Your prior payment of Our invoice(s) pursuant to Clause 11, Your vehicle will be ready for You to collect.
- 9.2 If You arrange for a third party to collect Your vehicle for You, You must ensure that Alpine Eagle is informed of the name of person or company collecting the vehicle prior to collection.
- 9.3 If You fail to remove Your vehicle within 7 (seven) days of Our first notice to collect Alpine Eagle shall be entitled to move Your vehicle to a storage location of Our choosing and You shall become responsible for the costs of such storage until such time as Your vehicle is collected.

## 10. Insurance of vehicle

- 10.1 The vehicle shall remain at Your risk at all times notwithstanding that You have entrusted the vehicle to Alpine Eagle.

- 10.2 You shall insure the vehicle on an all-risks policy at all times whilst the vehicle is in the custody of Alpine Eagle, ensure that Your insurer is notified that the vehicle is in the custody of Alpine Eagle, and You shall, on request, provide documentary evidence of such insurance.

## 11. Invoicing and Payment

- 11.1 The price of the Parts and/or Services may be increased above that given in any estimate by an amount attributable to (i) any suspension or alteration to the Parts and/or Services due to your delay in providing instructions or changing Your instructions (ii) any variation in taxes and duties or other costs between the date of the estimate and date of the Order or completion of the Services (as applicable) (iii) any additional work found necessary to complete the Services but not specified in the estimate[, and (iv) any increase in Alpine Eagle’s labour rates during the provision of the Services.

- 11.2 All Alpine Eagle invoices for Parts shall be paid on presentation unless otherwise set out in Our invoice. No delivery of an Order shall be made until Your invoice has been paid in full unless you have an agreed credit account. You shall be responsible for the cost of any applicable delivery charges.

- 11.3 All Alpine Eagle invoices for Services shall be paid within seven days of the date of the invoice unless on the face of the invoice another date is given.

- 11.4 Payment must be made bank transfer or Cheque in Great British Pounds unless otherwise agreed by Alpine Eagle first in writing. Cheque’s must be cleared prior to release.

- 11.5 Alpine Eagle reserves the right to (i) charge interest on all or any part of any invoice not settled in full by the due date at a rate of 10% per annum calculated from the date of due payment until payment is finally made (even if that is after a court judgement) (ii) require payment on account, and (iii) to recover from Customer all Alpine Eagle’s losses including any fees, costs and/or expenses incurred as a result of Customer’s late or non-payment of the invoice.

- 11.6 Alpine Eagle reserves the right to stop work on a vehicle if outstanding invoices have not been paid.

- 11.7 All invoices are subject to VAT at the prevailing rate, where applicable.

- 11.8 Where Services are provided for a vehicle which is subject to an insurance claim, you agree at Alpine Eagle’s request to sign any documents required by the insurer of the vehicle to authorise payment for the Services. If the insurer of the vehicle does not pay some or all of Our invoice You will be responsible for all unpaid sums.

## 12. Events Outside Our Control

- 12.1 Alpine Eagle will not be liable for any failure to perform, or delay in performance of, any of Our obligations, under these Terms and Conditions that is caused by an Event Outside Our Control (“EOOC”). For the purpose of these Terms and Conditions an EOOC means an act or event beyond Alpine Eagle’s reasonable control, including without limitation, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation from war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, failure of public or private telecommunications networks, strikes, lock-outs or other industrial action, unavailability of parts or materials or personnel.

- 12.2 If an EOOC takes place which affects the performance of Alpine Eagle’s obligations under these Terms and Conditions We will contact You as soon as reasonably practicable to notify You and Our obligations under these Terms and Conditions will be extended for the duration of the EOOC. Where the EOOC affects Our performance of the Services We will endeavour to restart the Services as soon as possible after the EOOC is over.

## 13. Liability

- Parts**
- 13.1 Where Parts are to be collected You shall arrange for collection within 14 days of being notified the Parts are ready for collection. All collections of Parts shall be made during Our normal working hours at Alpine Eagle, The Old Mill, Mill Lane, Clanfield, Oxfordshire, OX18 2RX
- 13.2 If You fail to collect Your Parts in compliance with Clause 13.1 Alpine Eagle shall be entitled to charge storage costs until Your collection.
- 13.3 All risk in any Parts sold to You shall pass to You on completion of the Order or earlier delivery of Parts to You.
- 13.4 An Order shall be deemed completed when (i) You or Your agent collects Your Parts from Us, or (ii) We dispatch Your Parts to You.
- 13.5 Title to Parts We sell to You shall only pass once You have paid in full the relevant invoice for the Parts in question.
- 13.6 Until ownership of the Parts has passed to You, You shall:
- 13.6.1 store them so that they remain readily identifiable as belonging to Us;
- 13.6.2 not remove, deface or obscure any identifying mark or packaging on or relating to them; and
- 13.6.3 maintain them in satisfactory condition, keep them insured for their full value with a reputable insurer and ensure Our interest is noted on the policy and on request allow Us to inspect Our Parts and the policy.
- 13.7 If before ownership of the Parts passes to You, You are subject to an Insolvency Event, then without limiting any other right We may have We may at any time (i) require You to deliver to Us Parts in Your possession which have not been resold, or irrevocably incorporated in to another product; and (ii) if You fail to do so promptly, enter Your or any third party's premises where the relevant Parts are stored in order to recover them.
- Services**
- 13.8 We are confident that You will be satisfied with the Services. If, however, You become aware of any fault or defect with Your vehicle, which You believe is due to either a part that We installed or Our workmanship You must (i) contact Us immediately and before having any work carried out to the vehicle; and (ii) allow Us the opportunity to inspect the vehicle.
- 13.9 We generally find that faults or defects caused by Our workmanship or faults or defects with parts we supply will become apparent within 3 months of completion of the Services or after 250 miles of your using the vehicle (whichever comes first). Faults and defects which occur after 3 months or after 250 miles of use (whichever is earlier) tend to be caused by other causes or fair wear and tear.
- 13.10 We will inspect Your vehicle free of charge, provided You return it to Us at Your own expense. In exceptional circumstances, We may agree to send one or more of Our representatives to inspect Your vehicle at a location nominated by You in the United Kingdom or abroad, provided You pay for their reasonable travel, subsistence and accommodation expenses.
- 13.11 If, after inspecting Your vehicle, we conclude that the fault or defect is due to a part that We installed or Our workmanship, We will use reasonable endeavours to replace or repair the fault or defect free of charge and as soon as reasonably possible and practical.
- 13.12 Clauses 13.9 and 13.10 will not apply where (i) the fault or defect is not caused by Our workmanship or by a part We supplied and installed; or You fail to notify Us of the fault or defect or You breach of Clause 13.8; (ii) You refuse to allow Us to inspect and/or rectify the fault or defect; (iii) any fault or defect with the vehicle is caused or worsened by Your misuse or careless treatment of the vehicle, for example by using the vehicle for racing or rallying; (iv) any fault or defect with the vehicle is caused or worsened by an accident, howsoever caused; (v) any fault or defect with the vehicle is caused or worsened by Your failure to adhere to maintenance instructions regarding the care or treatment of the vehicle, or where You fail to ensure that the vehicle is regularly serviced; (vi) any fault or defect with the vehicle is caused or worsened by any pre-existing faults or defects, fatigue, or corrosion; (vii) any fault or defect with the vehicle is as a result of fair wear and tear; and/or (viii) You have not paid Our invoice(s).
- 13.13 Except where We agree with You otherwise, We do not cover third party repair or inspection costs and We will not pay third party invoices in relation to these.
- 13.14 If Alpine Eagle fail to comply with these Terms and Conditions, Alpine Eagle shall only be responsible for loss or damage You suffer that is a foreseeable result of Alpine Eagle's breach of these Terms and Conditions or Alpine Eagle's negligence, but Alpine Eagle are not responsible for any loss or damage that is not foreseeable or which is not the result of our breach of the Terms and Conditions or Our negligence. Any particular loss or damage is foreseeable only if at the time of this Agreement it was an obvious consequence of Our breach or negligence or it was clearly contemplated by both You and Alpine Eagle at the time of this Agreement. You must make every effort to mitigate any loss and time shall not be of the essence of respect of the Services and accordingly Alpine Eagle shall not be liable for any delay in supplying the Services.
- 13.15 Subject always to the provisions of Clause 13.14, Alpine Eagle's maximum liability to You in connection with this Agreement shall be limited to the costs paid by You for the Services or the amount of Your proven loss whichever is the smallest.
- 13.16 Nothing in this Agreement shall exclude or limit the liability of Alpine Eagle for death or personal injury resulting from its negligence or fraud.
- 14. Our right to cancel**
- 14.1 Alpine Eagle may cancel Your Order at any time with immediate effect by giving You written notice if (i) You do not pay Us when you should under Clause 11. Cancellation does not affect Our right to charge You interest under Clause 11.5; or (ii) You breach these terms and conditions in a material way and You do not remedy the situation within 7 days of Us asking You to in writing (or such longer period as We may specify); or (iii) You are subject to an Insolvency Event; or (iv) there is an EOC which continues for 30 days or more and is still continuing.
- 14.2 If We cancel an Order under Clause 14.1 You must still pay Alpine Eagle in the same manner and extent as provided in Clause 11.2.
- 15. Returns**
- Parts returned must be within the specified time period appropriate to the manner they were ordered per 19.1. notice must be given to Alpine Eagle Prior to return with an explanation for the return.
- 16. Contact**
- 16.1 If You have any questions or if You have any complaints please contact Us. You can contact Alpine Eagle by telephoning +44 (0) 1367 810401 or by writing to Us.
- 16.2 If You wish to contact Us in writing, or if a clause of these Terms and Conditions requires You to give Alpine Eagle notice, You can send this to Alpine Eagle by hand or by post to Alpine Eagle Limited at The Old Mill, Mill Lane, Clanfield, Oxfordshire, OX18 2RX
- 17 Lien**
- 17.1 Alpine Eagle shall have a lien on Your vehicle and any other of your assets in Our possession until all sums due to Us have been paid. After giving you 60 days' notice Alpine Eagle shall have the right to sell or dispose of Your vehicle or any other assets as Your agent and at Your expense and apply the proceeds towards the payment of the sums due to Us. Upon accounting to You for any balance remaining after payment or all payments due to Alpine Eagle and costs of sale or disposal, Alpine Eagle shall be discharged of all liability in respect of Your vehicle and other assets.
- 18. Miscellaneous**
- 18.1 This agreement is between Alpine Eagle and You. No other person shall have any rights to enforce any of its terms.
- 18.2 Only Alpine Eagle may transfer its rights and obligations under these Terms and Conditions to another party. Alpine Eagle will notify You if this happens but this will not affect Your rights or Alpine Eagle obligations under these Terms and Conditions.
- 18.3 If Alpine Eagle fail to insist that You perform any of your obligations under these Terms and Conditions, or if Alpine Eagle do not enforce our rights against You, or if Alpine Eagle delays in doing so, that will not mean that Alpine Eagle have waived Our rights against You and will not mean that You do not have to comply with those obligations. If Alpine Eagle do waive a default by You, we will only do so in writing, and that will not mean that Alpine Eagle will automatically waive any later default by You.
- 18.4 Each clause of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining clauses will remain in full force and effect.
- 18.5 These Terms and Conditions shall be governed by English law and any dispute in connection with them or any claim You may bring against Alpine Eagle (whether in contract or tort) shall be determined exclusively by the courts of England and Wales to whose jurisdiction We both hereby irrevocably submit.
- 19. Cancellation Right**
- 19.1 If You are a consumer and Your Order for Parts is concluded "off premises" You may have the right to cancel the Order for Parts at any time from the date the Order is made until 14 days after the Parts come into Your physical possession without giving any reason.
- 19.2 If You seek to exercise Your right to cancel You must give written notice to Alpine Eagle of Your decision to cancel Your Order for Parts by a clear statement (e.g., by email or letter). You may use the Model Cancellation Form set out below, but it is not obligatory. Alpine Eagle contact details are set out in these Terms and Conditions and repeated in the Model Cancellation Form.
- 19.3 You must send notice of Your exercise of the right to cancel within 14 days of taking physical possession of the Parts.
- 19.4 If You cancel Your Order for Parts Alpine Eagle will reimburse You all payments received from You including, if applicable, the costs of delivery (except for supplemental costs if You choose a type of delivery other than the least expensive type offered by Alpine Eagle.
- 19.5 Alpine Eagle may make a deduction from the reimbursement for any loss in value of the Parts supplied as a result of any unnecessary handling by You.
- 19.6 Alpine Eagle will make the reimbursement without undue delay, and not later than 14 days after the day Alpine Eagle receives back the Parts.
- 19.7 Alpine Eagle will make the reimbursement using the same means of payment as You used for the initial transaction, unless You expressly agree otherwise; in any event, Alpine Eagle will not incur any costs as a result of the reimbursement. Alpine Eagle may withhold reimbursement until Alpine Eagle has received the Parts back.
- 19.8 You shall bear all the direct costs of returning the Parts unless the Parts are damaged or defective.
- MODEL CANCELLATION NOTICE**
- To: Alpine Eagle Ltd  
The Old Mill, Mill Lane, Clanfield, Oxfordshire, OX18 2RX
- Telephone: +44 (0) 1367 810401
- Email: steve@alpineeagle.co.uk
- I/We hereby give notice that I/we wish to cancel the Order
- Date & Number of Order:
- Order delivered on:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s): Date: