HAWES & SON LTD
PLANT & AUTOMOTIVE

TERMS & CONDITIONS OF SERVICE

EFFECTIVE FROM: 1 OCTOBER 2026

These Terms & Conditions ("Terms") apply to all services, repairs, maintenance, diagnostics, sales and any other work carried out by **Hawes & Son Ltd** ("we", "us", "our"). By accepting a quotation, instruction for work, or allowing us to carry out work, you ("the Customer") agree to be bound by these Terms.

1. QUOTATIONS
Quotations are provided in good faith and are valid for 30 days from the date of issue unless otherwise stated. Quotations are based on the information provided to us and on reasonable access to the machine/vehicle. Any variations to the scope of work, parts, or conditions may affect the price and timescale.

2. PAYMENT TERMS
Unless otherwise agreed in writing, payment is due in full on receipt of invoice. We accept payment by bank transfer, card or other methods agreed in advance.
We reserve the right to charge interest on overdue accounts at 8% above the Bank of England base rate from the due date until paid in full.

3. WORK INSTRUCTION & AUTHORISATION
By instructing us to carry out work, you confirm that you have the authority to do so and agree to these Terms. Any additional work identified once work has started will be discussed and authorised by you before proceeding, where reasonably practicable.

4. DIAGNOSTICS & INVESTIGATION
Diagnostic and investigation time is chargeable at our standard labour rate. A minimum charge may apply.
Finding a fault may not always be possible, even with extensive testing.

5. PARTS
All parts supplied remain the property of Hawes & Son Ltd until payment is received in full.
Special order or non-stocked parts are non-returnable unless faulty.
Where customer-supplied parts are fitted, no warranty is given on those parts and any additional labour required due to failure of such parts will be chargeable.

6. WARRANTY
We warrant our workmanship for a period of 3 months or 1,000 hours (whichever comes first) from the date of completion of the work.
Parts are covered by the manufacturer's warranty where applicable.
This warranty does not cover normal wear and tear, consumables, misuse, lack of maintenance, contamination, or damage caused by third parties.
Our liability is limited to rectifying the work carried out by us.

7. BREAKDOWNS & CALL-OUTS
Call-out charges include travel to site, time on site and initial assessment.
If work is not carried out following attendance, the call-out charge remains payable.

8. TRAVEL
Travel is charged at £65 per hour.
This includes travel to and from site, time on site between jobs and any necessary delays.

9. CANCELLATION & ABORTED ATTENDANCE
Cancellations made with less than 24 hours' notice may incur a charge.
If work is aborted due to circumstances outside our control (e.g. unsafe site, insufficient access, incorrect machine information), the time attended and any costs incurred will be chargeable.

10. ACCESS & SITE REQUIREMENTS
The Customer must provide safe and reasonable access to the machine/vehicle and a safe working environment.
Delays or additional costs caused by poor access, unsuitable conditions or site restrictions may be charged additionally.

11. STORAGE & COLLECTION
Machines or vehicles left for work must be collected within 7 days of notification of completion unless otherwise agreed.
Storage charges may apply thereafter at our standard daily rate.
We are not responsible for any loss or damage to items left on or in the machine/vehicle.

12. LIMITATION OF LIABILITY
Our liability for any claim arising from our work is limited to the cost of rectifying the faulty work or replacing the faulty part at our discretion.
We are not liable for any indirect or consequential loss, loss of use, loss of profit, or any other economic loss.
Nothing in these Terms limits or excludes liability for death or personal injury caused by our negligence, or any other liability that cannot be excluded or limited under UK law.

13. DEALER WARRANTY WORK
Where work is carried out under a manufacturer/dealer warranty, the terms of that scheme apply. We act as agents for the manufacturer and reserve the right to claim back any costs where warranty is rejected due to misuse, lack of maintenance, or non-compliance with requirements.

14. FORCE MAJEURE
We will not be liable for any delay or failure to perform our obligations due to circumstances beyond our reasonable control.

15. VAT
All prices are exclusive of VAT, which will be charged at the prevailing rate where applicable.

16. COMPLAINTS
If you are not satisfied with our work, please contact us within 7 days of completion so we can investigate and resolve the issue.
This does not affect your statutory rights.

17. GOVERNING LAW
These Terms are governed by the laws of England and Wales.
Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

18. ENTIRE AGREEMENT
These Terms constitute the entire agreement between the parties and supersede all prior discussions, agreements or understandings.

Hawes & Son Ltd
Plant & Automotive
2 Russel Road
Grays, Essex, RM17 5JX

07375 108303
07507 644985
enquiries@hawesandson.co.uk

Registered in England & Wales
Company No. 12956650
VAT No. 528 1480 89

CUSTOMER ACCEPTANCE

Terms & Conditions of Service | Effective from 1 October 2026

By signing below, I confirm that I have read and understood the Hawes & Son Ltd Terms & Conditions of Service on the preceding page, effective from 1 October 2026, and agree to be bound by them. If signing on behalf of a company, I confirm that I am authorised to accept these Terms on its behalf.

Printed name

_____

Company (if applicable)

_____

Signature

_____

Date

_____

Customer acceptance of the Terms & Conditions on page 1

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