

# JOB CARD

## Standard Terms And Conditions

VEHICLE MAKE: <input style="width: 80%;" type="text"/>	VEHICLE MODEL: <input style="width: 80%;" type="text"/>	VEHICLE REG. NO: <input style="width: 80%;" type="text"/>	Km: <input style="width: 80%;" type="text"/>
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<b>CLIENT DETAILS:</b>	<b>DATE:</b> _____
NAME: <u>Mr/Mrs/Ms</u>	
DOMICILE ADDRESS: _____	
_____	
CODE : _____	
POSTAL ADDRESS: _____	
TEL : _____ CELL : _____	
ID NUMBER: _____	

QUOTED:	
GO AHEADS:	
BOOKED IN:	
SERVICE BOOK:	
GUARANTEE SHEET:	
ASSIGNED TO:	
SERVICE STICKER:	
INVOICED:	
WASHBAY SHEET:	
WASHED:	
KEY RING ATTACHED:	
CLAIM AUTHORISATION:	
TEST DRIVEN:	
SPECIAL:	
WORKSHOP:	
CLIENT CONTACTED:	
LMC SERVICE BOOK SOLD:	
VEHICLE DETAILS UPDATED:	

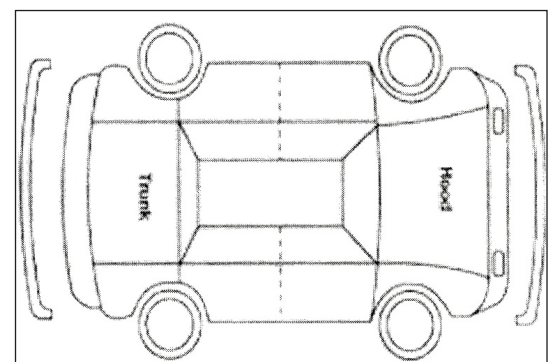
I confirm that all the information given above is correct:

\_\_\_\_\_ Signature

<h2 style="margin: 0;">METHOD OF PAYMENT</h2> <p style="margin: 5px 0;"><input checked="" type="checkbox"/> <b>APPROPRIATE BOX</b></p> <table border="0" style="width: 100%; text-align: center;"> <tr> <td style="border: 1px solid black; padding: 5px; width: 30%;">CREDIT CARD</td> <td style="border: 1px solid black; padding: 5px; width: 30%;">INTERNET TRANSFER</td> <td style="border: 1px solid black; padding: 5px; width: 30%;">ACCOUNT</td> </tr> <tr> <td style="border: 1px solid black; padding: 5px;">CASH</td> <td style="border: 1px solid black; padding: 5px;">INSURANCE CLAIM PAYMENT</td> <td style="border: 1px solid black; padding: 5px;">COMEBACK</td> </tr> </table>	CREDIT CARD	INTERNET TRANSFER	ACCOUNT	CASH	INSURANCE CLAIM PAYMENT	COMEBACK
CREDIT CARD	INTERNET TRANSFER	ACCOUNT				
CASH	INSURANCE CLAIM PAYMENT	COMEBACK				

DIESEL ENGINE	<input type="checkbox"/> Y <input type="checkbox"/> N	JACK	<input type="checkbox"/> Y <input type="checkbox"/> N	
PETROL ENGINE	<input type="checkbox"/> Y <input type="checkbox"/> N	TOOL KIT	<input type="checkbox"/> Y <input type="checkbox"/> N	
CAR TOWED IN	<input type="checkbox"/> Y <input type="checkbox"/> N	MATS	<input type="checkbox"/> Y <input type="checkbox"/> N	<input style="width: 50px;" type="text"/> QTY
VEHICLE IN RUNNING COND.	<input type="checkbox"/> Y <input type="checkbox"/> N	LOCK NUTS	<input type="checkbox"/> Y <input type="checkbox"/> N	<input style="width: 50px;" type="text"/> QTY
SPARE WHEEL	<input type="checkbox"/> Y <input type="checkbox"/> N	RADIO	<input type="checkbox"/> Y <input type="checkbox"/> N	
OLD PARTS	<input type="checkbox"/> Y <input type="checkbox"/> N	CD'S	<input type="checkbox"/> Y <input type="checkbox"/> N	<input style="width: 50px;" type="text"/> QTY
DENTS & SCRATCHES	<input type="checkbox"/> Y <input type="checkbox"/> N	MONEY	<input type="checkbox"/> Y <input type="checkbox"/> N	<input style="width: 50px;" type="text"/> R
SERVICE BOOK	<input type="checkbox"/> Y <input type="checkbox"/> N	PETROL GAUGE	<input type="checkbox"/> E <input type="checkbox"/> 1/4 <input type="checkbox"/> 1/2 <input type="checkbox"/> 3/4 <input type="checkbox"/> F	

### VEHICLE INSPECTION DIAGRAM



THESE ARE THE TERMS AND CONDITIONS RELATING TO YOUR RIGHTS AND OTHER MATTERS IN RESPECT OF THE REPAIR, MAINTENANCE AND/OR REPLACEMENT WORK ("THE WORK") TO BE CARRIED OUT ON THE GOODS SAVE WHERE EXPRESSLY STATED OTHERWISE, THE EXPRESSION "GOODS" WHEREVER USED IN THESE TERMS AND CONDITIONS INCLUDES VEHICLE, TRAILER, AND EACH AND EVERY COMPONENT OF A VEHICLE AS A SEPARATE UNIT.

I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ . (INITIAL)

**I acknowledge, confirm and agree that:**

1. THE SOUTH AFRICAN AUTOMOTIVE INDUSTRY CODE OF CONDUCT ("SAAICC"). The authorized service repairer ("GP MOTOR WORKS") subscribes to and is bound by the SAAICC read together with the consumer protection act 68 of 2008 ("CPA").
2. RIGHT TO CHOOSE
  - 2.1. In the event of additional work not authorized in terms of the estimate becoming necessary, GP MOTOR WORKS shall provide me with the estimation pertaining to such additional work and shall obtain my prior approval before carrying out the additional work.
  - 2.2. In the event that I have authorized additional work to be carried out as in contemplated in clause 2.1 above, such additional work shall be subject to all these terms and conditions and shall not be deemed to constitute or create a new or separate contract.
  - 2.3. I have the right to cancel the work at any time provided that if such cancellation takes place:
    - 2.3.1.1. At a reasonable time before GP MOTOR WORKS is to commence with the work or any portion thereof (including disassembling of the goods), then no cancellation charge will be levied:
    - 2.3.1.2. At any other time than the time contemplated in paragraph 2.3.1.1, then I will be liable to pay a cancellation charge which shall include, but shall not be limited to the labour for the work carried out up to the time of cancellation, a reassembling fee and the cost of all the parts and accessories installed into the goods.
  - 2.4. I have been informed that GP MOTOR WORKS does not collect, or arrange for goods to be collected, I am therefore required to deliver the goods to the premises of GP MOTOR WORKS for the work to be carried out and shall ensure that the goods are, and will remain, available to GP MOTOR WORKS during normal working hours (Monday-Friday from 7h30 to 17h00).
  - 2.5. Any part of the work to be carried out in terms of the estimate may be carried out by any agent or subcontractor appointed by GP MOTOR WORKS.
  - 2.6. I have the right, prior to taking delivery, to examine the parts, components and workmanship, for purposes of quality and description, without removing the goods from GP MOTOR WORKS's premises, or disassembling the goods in whole or in part, or taking any parts or components or having taken them apart.
  - 2.7. Should the goods, or any parts or components thereof, be damaged during my examination thereof as a result of my gross negligence, recklessness, malicious (deliberate) behavior or criminal conduct:
    - 2.7.1.1. I will remain liable for payment of the authorized cost of the work as set out in the estimate;
    - 2.7.1.2. GP MOTOR WORKS shall not be obliged to restore the goods, or any parts or components, as the case may be, to any condition;

**2.7.1.3. I WILL NOT HOLD GP MOTOR WORKS RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY WHICH I MAY SUFFER AS A RESULT OF MY AFOREMENTIONED CONDUCT.**

2.7.1.4. The customer shall be liable for all costs incurred by the company in dismantling the said equipment which shall be charged at the company's standard rates.

2.7.1.5. In the event the customer not accepting the company's quotation, the customer shall accept and remove the goods in its stripped down condition. However there will be charges for stripping and quoting.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

- 2.8. The risk of damage or loss of the goods will remain my risk at all times and GP MOTOR WORKS will only be responsible for any loss, directly or indirectly attributable to its gross (intentional) negligence.
- 2.9. GP MOTOR WORKS, or any of its designated employees or any employee of its designated third party service providers, is entitled and authorized to drive the goods on the road, or elsewhere, if required to do in connection with any inspection, or work, or other purposes for which the goods are accepted by GP MOTOR WORKS, including, but not limited to, the testing of the goods, determining the nature of the work to be carried out, taking the goods for body repairs or taking the goods to any other third party service provider. The vehicle must be insured by the owner.
- 2.10. Any dates given for delivery and completion of the work are estimates only and no exact delivery date or time has been agreed and that GP MOTOR WORKS is not in a position to promise any delivery date or time.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

- 2.11. Correctly supplied goods returned for credit must be returned within 14 days of purchase and will be subject to a 15% handling charge.
- 2.12. All electrical, back ordered parts, soft trim and control modules are not returnable. Goods must be paid in full before we will place an order.
- 2.13. GP MOTOR WORKS will carry out the work as soon as it's reasonably possible (bearing in mind that GP MOTOR WORKS is dependent on the availability of parts and accessories) and no exact delivery date and time has been agreed and GP MOTOR WORKS cannot warrant any delivery dates or times.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

3. RIGHT TO EQUALITY IN THE CONSUMER MARKET  
I have the legal capacity (i.e. the law allows me) and authority (permission) to enter into this agreement.
4. RIGHT TO PRIVACY  
I may refuse to accept and inform GP MOTOR WORKS in writing to discontinue any direct marketing communication

from GP MOTOR WORKS.

5. RIGHT TO DISCLOSURE AND INFORMATION

- 5.1. The authorized cost of the work shall be paid by me in South African currency, free of exchange and any other charges at such address in the Republic of South Africa as GP MOTOR WORKS may require without any deduction or right to set off.
- 5.2. The work is completed for the purpose of these terms and conditions when I have received notice from GP MOTOR WORKS that the goods are ready for collection.
- 5.3. Although payment for the work is only due on completion of the work, GP MOTOR WORKS may demand a deposit before commencing the work or in the course of carrying out any work.
- 5.4. The price relating to any work done, or parts or components supplied, in relation to the goods, by the order of any employee in my employ, or by any person who is reasonably believed to be acting as my agent, or by the order of any person to whom GP MOTOR WORKS is entitled to make delivery of the goods, shall be paid for me.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

- 5.5. If GP MOTOR WORKS informs me that the goods are ready for collection and I don't collect the goods from the premises of GP MOTOR WORKS within 3(three) business days of being informed, then GP MOTOR WORKS will be entitled to recover storage fees from me calculated at the rate of R250.00 per day calculated from the day on which I was informed to collect the goods until the date on which I actually collect the goods (both days included) or at the option of GP MOTOR WORKS you shall be entitled to have SAPS collect vehicle and impound it as abandoned.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

6. RIGHT TO FAIR AND RESPONSIBLE MARKETING

I am aware that I have the right to fair and responsible marketing.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

7. RIGHT TO FAIR AND HONEST DEALING

I have had a proper opportunity to consider the implications of this agreement (including the estimate) and I enter into this agreement out of my own free will and without any undue influence by GP MOTOR WORKS or any of its employees.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

- 8. The consumer hereby grants permission to the service provider to report the consumer as a bad payer to ITC/credit bureau should this account not be settled in full terms of this agreement.

- 9. All quotations are excluding VAT. \_\_\_\_\_ (INITIAL)

10. RIGHT TO FAIR, JUST AND REASONABLE TERMS AND CONDITIONS

- 10.1. Any change to the terms and conditions of this agreement will only be valid if such changes are made in writing and signed by both of us.
- 10.2. No granting of any leeway or the granting of any extension of time shall be a waiver of any of our

rights under this agreement and will not create a novation of this agreement (new agreement).

- 10.3. This agreement shall be interpreted and determined according to the laws of the Republic of South Africa.
- 10.4. If any clause in this agreement is found to be unenforceable, such clause shall be separated from this agreement, which separation shall not affect the enforceability of the balance of the agreement (i.e. this agreement will be read as if the unenforceable clause never formed part of this document).
- 10.5. For the purpose of the service of any legal documents or notices in terms of this agreement the parties choose the address on the face of this agreement for delivery or service of any legal documents or notices in terms hereof.
- 10.6. If a party is in breach of this agreement, the innocent party will have right to recover all the legal costs and disbursement on an attorney-and-client scale (i.e. the scale of recovery of legal fees and disbursements prescribed by legislation).
- 10.7. GP MOTOR WORKS shall have a general lien on the goods and all its contents (a general right to keep the goods as security ) for all monies owing to GP MOTOR WORKS by me on any account whatsoever.
- 10.8. GP MOTOR WORKS shall be entitled to charge industry related storage fees during any period in which goods are retained by or on behalf of GP MOTOR WORKS by virtue of the lien in paragraph 10.7.
- 10.9. Any amount indicated on any invoice issued by GP MOTOR WORKS will be regarded as a liquidated amount (an amount that is easily determinable) and any such amount will be prima facie (on the face value thereof) regarded as correct.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION \_\_\_\_\_ (INITIAL)**

11. RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY

- 11.1. I have been informed that GP MOTOR WORKS only uses genuine parts and/or high quality generic parts in carrying out the work and warrants any new or reconditioned part installed during the work and the labour required for the installation, for a period of 3 (three) months after the due date of installation.
- 11.2. If the goods are subject to a manufacturer's warranty, such warranty will run concurrently with any other statutory warranty applicable to the goods;
- 11.3. I have been informed that any applicable warranty will:
  - 11.3.1. Be void if I do not strictly comply with the terms and conditions of such warranty;
  - 11.3.2. Not apply to ordinary wear and tear and normal usage of the goods;
  - 11.3.3. Be void if the goods or the parts have been subjected to misuse or abuse or have been equipped with grey (i.e. parts marketed and/or distributed that bear a trade-mark but have been imported without the express approval or license

of the authorized South African Distributor) or pirate (counterfeit) parts.

11.4. GP MOTOR WORKS shall, subject to clause 9.5 below, return all parts and accessories removed by it in the course of carrying out the work, to me, if I have requested it to do so; provided that the return of the parts and accessories are not prohibited by any applicable legislation.

11.5. GP MOTOR WORKS shall not be obliged to return the parts and accessories removed by it in the course of carrying out the work, if such parts form the subject of a warranty or insurance claim, in which event I authorize GP MOTOR WORKS to return the parts or accessories to the relevant Manufacturer or Insurer.

11.6. if I decline the return of any parts or accessories removed by GP MOTOR WORKS in the course of carrying out the work, such parts and accessories will be deemed to be wholly abandoned to GP MOTOR WORKS and accordingly, they shall become the property of GP MOTOR WORKS.

11.7. I confirm that the total value of all items of value left in the vehicle when leaving it on GP MOTOR WORKS's premises is equal to R100.00.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION** \_\_\_\_\_ (INITIAL)

11.8. GP MOTOR WORKS cannot accept liability for any loss or damage to any item left in the goods unless such loss or damage is caused by lack of reasonable care on the part of GP MOTOR WORKS.

11.9. Should I be advised that certain parts or components are faulty and should be replaced, and I refuse to allow GP MOTOR WORKS to carry out the work, then GP MOTOR WORKS are not obliged to return the goods to me. GP MOTOR WORKS will only return such goods if an indemnity is signed which indemnifies GP MOTOR WORKS.

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION** \_\_\_\_\_ (INITIAL)

12. THE RIGHT TO BE HEARD AND OBTAIN REDRESS.

12.1. In the event of a complaint by me, or a dispute arising between us, as to the subject matter of this agreement, or the interpretation hereof, I shall inform GP MOTOR WORKS in writing of the exact extent and nature of the complaint or dispute where after we, the parties, will attempt to resolve

the matter within 7(seven) business days, failing which, any one of us can refer the matter to the relevant accredited Ombudsman of the motor industry.

12.2. Notwithstanding the contents of clause 12.1. either party has the right to approach a competent court for adjudication.

13. SIGNATURE

I HAVE READ THE ABOVE TERMS AND CONDITIONS AND CONFIRM THAT THEY ARE TO MY UNDERSTANDING AND AGREE TO BE BOUND THERETO.

**WARRANTY**

**All parts will be covered as per manufacturer's warranty, i.e. if the manufacturer provides a 3 month warranty, you will be entitled to 3 months. Exclusions are as follows:**

1. Wear and tear items.
2. The parts used have not been paid for.
3. The repair was carried out under warranty initially.
4. The original repair was not carried out to the standard recommended by GP Motor Works.
5. Reconditioned or exchange units (the warranty varies on these components).
6. Abuse or abnormal operation conditions; labour-only repairs carry a warranty of 6 months or 10000km whichever comes first.
7. No warranty on any electrical components shall be given.
8. Parts fitted not supplied by us.
9. Secondhand parts.
10. Rattles or squeaks.
11. Abuse or abnormal operation conditions.
12. Should GP MOTOR WORKS be required to program or code any software or hardware and such software or hardware becomes corrupted due to an unscheduled power failure, then GP MOTOR WORKS will not be held liable for damages that occur.
13. Should GP MOTOR WORKS be required to upgrade a hardware or software component and during the course of the upgrade it is found that certain other components are not compatible, and will not accept the upgrade, those components will need to be replaced.

**PLEASE NOTE:** For full warranties please go to our website : [www.gpmotorworks.co.za](http://www.gpmotorworks.co.za)

**I HEREBY ACCEPT, UNDERSTAND AND AGREE TO BE BOUND BY THIS SECTION** \_\_\_\_\_ (INITIAL)

Signed on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
*Customer's Signature*

\_\_\_\_\_  
*Service Advisor's Signature*