

# Recovery Services Terms and Conditions

## 1. DEFINITIONS

“Company”, “We”, “Us”, or “Our” means Richford Motor Services Limited.

“Customer”, “You” or “Your” means the individual or entity requesting vehicle recovery services.

“Vehicle” refers to any car, van, or other motor vehicle subject to the recovery service.

“Services” refers to vehicle recovery, roadside assistance, transportation, or any other related services provided by the Company.

## 2. SCOPE OF SERVICES

2.1 The Company provides recovery services which include roadside assistance, towing, and vehicle transportation as instructed by the Customer or on behalf of a third party (such as an insurance provider or a Breakdown cover provider).

2.2 The Company reserves the right to refuse service where it is deemed unsafe, unlawful, or impractical to proceed.

## 3. FEES AND PAYMENT TERMS

3.1 All charges for recovery services are payable prior to completion unless agreed in writing prior to service.

3.2 Prices quoted are exclusive of VAT and any additional fees such as storage, after-hours surcharges, congestion charges, tolls, or special equipment usage unless explicitly stated.

3.3 Late payments may incur interest at a rate of 8% above the Bank of England base rate, plus reasonable debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3.4 We reserve the right to retain possession of your vehicle until full payment is received (“Lien”).

## 4. CUSTOMER OBLIGATIONS

4.1 You warrant that:

- You are the owner or authorised operator of the Vehicle.
- The information provided regarding the Vehicle is accurate.
- The Vehicle is in a condition suitable for recovery (unless otherwise agreed).
- You will cooperate with our staff and follow any safety instructions given.

4.2 You must disclose any known hazards related to the Vehicle (e.g. fuel leaks, broken glass, non-operational brakes).

4.3 You are responsible for removing any personal belongings from the Vehicle. The Company is not liable for loss or damage to personal effects left inside the Vehicle.

## 5. LIMITATION OF LIABILITY

5.1 The Company shall not be liable for:

- Any indirect, special, or consequential loss, including but not limited to loss of income, business, or profits.
- Damage to Vehicles caused by pre-existing faults or structural weaknesses.
- Delay in arrival or completion of service due to events beyond our control (force majeure), including weather, traffic, third-party interference or unexpected spikes in workload.

5.2 Any claims for damage must be reported in writing within 48 hours of the service being completed. Supporting evidence (including photographs) must be provided.

5.3 The Company must be given reasonable opportunity to repair any damage to a vehicle or property that it deems was the responsibility of the Company.

5.4 Liability is limited to the lesser of:

- The cost of repair of the damage caused; or
- £1,000 per incident, unless otherwise agreed in writing.

## 6. CANCELLATIONS AND ABORTED CALL-OUTS

6.1 A minimum call-out charge will apply once the vehicle has been dispatched, regardless of whether the recovery is completed.

6.2 If a recovery is aborted due to incorrect information provided by the Customer or refusal of service on-site, a full charge may still apply.

## 7. STORAGE AND DISPOSAL

7.1 If a Vehicle is taken to our storage facility, storage charges apply from the time of delivery.

7.2 The Company reserves the right to recover storage, removal, and disposal costs if a vehicle is uncollected after 14 days, subject to compliance with relevant statutory procedures.

7.3 Vehicles left in our possession without communication for over 28 days may be disposed of in accordance with the Torts (Interference with Goods) Act 1977.

## 8. THIRD PARTY INSTRUCTIONS

8.1 If the service is requested by a third party (e.g. insurance provider or breakdown cover operator), the contractual relationship remains between the Company and the instructing party. However, we may still pursue the Customer directly for unpaid charges.

## 9. INSURANCE AND RISK

9.1 The Customer is responsible for ensuring their Vehicle is adequately insured during recovery, especially if the vehicle is non-roadworthy.

9.2 The Company holds appropriate public liability and Road Risk insurance. Full policy details are available upon written request.

## 10. DATA PROTECTION

10.1 We will collect and process your personal data in accordance with our Privacy Policy and the Data Protection Act 2018.

10.2 Personal data may be shared with third parties where necessary to deliver the service, pursue debt, or comply with legal obligations.

## 11. GOVERNING LAW AND JURISDICTION

11.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

11.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts.

## 12. MISCELLANEOUS

12.1 These Terms supersede any prior agreements or understandings between the parties.

12.2 The Company reserves the right to amend these Terms and Conditions without prior notice. The latest version will be made available upon request or published online.

12.3 If any provision is found invalid or unenforceable, the remainder shall remain in full force and effect.

By requesting or accepting our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.