

# **Terms and Conditions**

These terms and conditions form the basis of your contract with Phantom Engine Works Ltd T/A BM Engine Works, the company. We reserve the right to amend these at any time without prior notice.

All prices are exclusive of taxes at the applicable rate.

## **WHAT IS AN ENGINE?**

When we use the term engine this means just the engine itself with no bolt on ancillary parts

The engine consists of the cylinder head complete with all internals, engine block with all internal components and the oil pump

All other items are ancillary parts, such as turbo, alternator, air conditioning pump/compressor, starter motor, injectors and full injection system

## **ENGINE SUPPLY ONLY**

Delivery times are estimation only; we cannot be held responsible for any delays or any third-party charges as a result of delivery delays.

Please only arrange for a time slot with your mechanic once the engine has been delivered as any mechanic's fees will not be covered.

Any items ordered and returned will incur a 20% handling fee and delivery costs will be deducted prior to any refund being given.

If an order is cancelled prior to dispatch, the company will at its discretion refund, minus a 10% handling charge.

We will not cover any form of hire charges, additional labour charges, cost of travel and any loss of earnings that may arise from either a delay in the engine arriving late or in the unlikely event of an engine failure/warranty claim.

All our engines are sold on an exchange basis; unless otherwise stated/agreed to prior to payment.

A refundable surcharge is taken at the time of sale and refunded once we have collected your old engine and it is in a serviceable state.

Surcharge amounts vary from £100 to £1500 depending on the type of engine sold. Collection of the old unit is at our expense.

You will have up to 4 weeks to make the unit ready for collection unless agreed prior to sale, after this period you will forfeit the surcharge deposit.

Collections not completed will be charged to us by our couriers and this charge will be passed on to you the customer and will be deducted from the surcharge amount.

Return engine must be:

- i. Complete, not stripped into its component pieces
- ii. Drained of all fluids
- iii. All internals must be complete; pistons, crankshaft, camshafts, followers

main and con rod caps must all be present, engine block must not have any holes.

- iv. Strapped to the pallet correctly.

Once the engine is back on site it will be inspected and if found to be in a serviceable condition your surcharge will then be refunded. All goods belong to the company until paid for in full; payment can be made via BACS.

## ENGINE SUPPLY AND FIT

Please note that all times given for completion of work are estimation only and as such we cannot be held responsible for delays caused due to unforeseen circumstances.

These include but are not limited to:

- Ordering parts from external suppliers
- Delays caused by customer components being faulty
- Delays caused by having to outsource diagnostics

Please remove all valuables from the vehicle; we will not be held responsible for any loss or damage.

Please ensure you have the radio code for the vehicle as it may be needed once the vehicle is up and running.

Please check your vehicle prior to handing it over to our recovery company; all vehicles are checked by us on receipt and a check over sheet is filled.

If the vehicle is out of fuel, then fuel and a surcharge is applied to your final bill.

The quoted cost for an engine supplied and fitted is for the bare engine itself consisting of the cylinder head with all internals, engine block with all internals and sump pan.

All other components are used from your original engine; this includes injectors, manifolds, high pressure pump, alternator, ac pump and starter, flywheel and clutch assembly.

If any of these are found to be faulty we will always inform you prior to changing the parts; you will always have the option of supplying your own parts but the extra time of the vehicle being on the ramp will be charged for.

All our engines are sold on an exchange basis; we subsidize the cost of the work on the basis that the engine coming out of your vehicle will be a serviceable unit.

With stock levels always changing on a daily basis if at the time your vehicle goes on the ramp and the quoted engine is no longer available we reserve the right to recondition the original engine at the same quoted price and with the exact same warranty.

In the event that your engine is non serviceable a surcharge will be applied, surcharge amount will vary depending on type of engine but can be anywhere from £100 - £1500.

You give full/express permission for Company or one of its employees to test drives the vehicle. Any additional electronic diagnostics whether in house or from an external supplier will be charged to your final bill.

Any outstanding bill or invoice must be paid in full prior to the vehicle being test driven or taken on the road by the customer; we endeavor to road test all vehicles in-house prior to asking the customer to collect.

You must return your vehicle to us after 2000 miles for an interim service/final checkover.

You give full/express permission for Company or one of its employees to test drive the vehicle.

Test drives can range from 50-100 miles and fuel for this service will be charged for. Any additional electronic diagnostics whether in house or from an external supplier will be charged to your final bill.

Any outstanding bill or invoice must be paid in full prior to the vehicle being test

driven or taken on the road by the customer, we endeavor to road test all vehicles in-house prior to asking the customer to collect.

You must return your vehicle to us after 2000 miles for an interim service/final checkover.

Service parts are chargeable and you will need to cover the cost of these.

Failure to return at this time will invalidate your warranty.

Once your vehicle is ready you will be notified and you will have five working days to collect the vehicle after this period you will be charged £50 a day.

In the unlikely event a vehicle is left with us and not collected within 30 days we will have no choice but to remove the engine and recover our costs from the sale or breaking of the remainder of the vehicle.

#### **WARRANTY CLAIM**

In the unlikely event of an engine failure/warranty claim no labour charges, third party costs, recovery charges or loss of earnings will be covered.

The cause of failure must be determined and must not be down to external factors such as loss of coolant through faulty coolant system, lack of oil, loss of oil.

External failure is not limited to these factors. Once the cause of failure is determined you need to notify us at once and then we can proceed with the warranty claim.

If you have purchased just the engine, then a like for like replacement is sent once we have collected our warranty engine. No labour charges are covered under the warranty.

Disassembling the engine for inspection is not allowed and the engine must be returned to us in the same condition and with the same components as when sent to you.

Engines that have been supplied and fitted; your vehicle will have to be sent to us via recovery or under its own power depending on the type of fault; this must first be agreed with us. This is a "back to base" warranty and the vehicle must be returned to us.

Once we receive the vehicle we will diagnose the issue and advise you of how long the warranty work will take.

Warranty is non transferable And does not pass to any new owners if vehicle is sold.

If any clause (or part thereof) of these conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of these conditions

will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to make it valid, enforceable or legal.

**Vehicles Which Are Not Given Any Warranty.**

- Any vehicle which is used for racing.
- Any vehicle which is used for pace setting.
- Any vehicle which is used in sports or similar events.
- Any vehicle which is used for self-drive rental.

In the event that you do choose to have the engine changed and use the vehicle for any of the above we offer an inspection service where you can have either a mechanic or an independent assessor check over the vehicles new engine and the work carried out but as stated above once the vehicle leaves our care its not covered by any sort of warranty; your car will be running and checked, test driven as standard as all vehicles are but will not be covered by any sort of warranty what so ever

If any vehicle is taken from the premises without payment as per our policy we will allow a 7 day period for the customer to make payment after which the vehicle will be retrieved and put into secure storage until payment is made

**By giving the company your car you agree to all the above terms and conditions.**