

Terms of business 2026

Vulcan Motors Limited

For the Vulcan Motors and Torque Monsta Automotive workshop brands

1. Definitions and General

1.1 These Terms of Business govern contracts for the supply of goods and services by Vulcan Motors Limited (the "Company") in connection with workshop services offered under the Vulcan Motors and Torque Monsta Automotive brands. The Company is the contracting and invoicing party for both workshop brands. These Terms do not apply to webshop purchases from Torque Monsta Automotive LLP, which operates the webshop separately. The parent holding company is not a contracting party under these Terms.

1.2 These Terms shall apply to the exclusion of all other terms and conditions, including any terms proposed or relied upon by the Customer, unless expressly agreed in writing by an authorised representative of the Company.

1.3 The term "Customer" shall mean any individual, sole trader, partnership, limited company, fleet operator, leasing company, finance company, or other organisation requesting Work or purchasing Goods.

1.4 The term "Goods" shall mean all parts, assemblies, components, systems, software, lubricants, fluids, consumables, and any other items supplied by the Company.

1.5 The term "Work" shall mean all labour and services carried out by the Company, including servicing, maintenance, repairs, diagnostics, dismantling, reassembly, fabrication, modification, performance tuning, installation, inspection, and technical consultation.

1.6 The Customer shall be deemed to have accepted these Terms in full upon instructing the Company to carry out Work, placing an order, delivering a vehicle or component to the Company, or making any payment.

1.7 These Terms constitute the entire agreement between the Company and the Customer and supersede all prior discussions, representations, negotiations, and agreements.

1.8 No variation to these Terms shall be binding unless confirmed in writing by an authorised representative of the Company.

1.9 The Company reserves the right to correct any clerical, typographical, or administrative error in any document without liability.

2. Estimates and Pricing

2.1 All estimates are prepared in good faith based on visual inspection, information provided by the Customer, and reasonable assumptions made at the time of preparation.

2.2 All estimates are valid for a period of thirty calendar days from the date on which they are issued.

2.3 All estimates are indicative only and do not constitute a fixed quotation or binding price.

2.4 The Customer acknowledges that automotive repair, diagnostic, and modification work may involve dismantling and inspection which may reveal additional faults not visible at the time of estimate.

2.5 The Customer acknowledges that additional labour, parts, and materials may be required beyond those originally estimated.

2.6 The Company will use reasonable efforts to obtain the Customer's approval before exceeding an estimate.

2.7 The Company reserves the right to proceed without further approval where continuation of Work is required to prevent damage, ensure safety, or complete an essential stage of Work.

2.8 The Company reserves the right to proceed without further approval where Work forms part of an ongoing diagnostic or investigative process which the Customer has authorised by booking the vehicle in.

2.9 Where a vehicle is left on site following the provision of an estimate and the estimate is not accepted within thirty days, storage charges may be applied.

2.10 Prices may vary where there are increases in supplier costs, changes in availability of parts, or changes in specification required.

2.11 All prices are exclusive of Value Added Tax unless expressly stated otherwise.

3. Uncompleted Work

3.1 The Company reserves the right to charge for all labour carried out up to the point at which Work is stopped.

3.2 The Company reserves the right to charge for all Goods supplied or ordered for the purpose of carrying out Work.

3.3 The Company reserves the right to charge for all associated costs incurred, including but not limited to dismantling, inspection, and administrative work.

3.4 Charges shall apply regardless of whether the intended repair or outcome has been achieved.

3.5 This clause shall apply where Work is stopped at the request of the Customer.

3.6 This clause shall apply where Work cannot be completed due to technical impracticality.

3.7 This clause shall apply where Work cannot be completed due to unavailability of parts.

4. Variations and Cancellation

4.1 Any variation to agreed Work requested by the Customer shall be chargeable.

4.2 Any variation required due to technical necessity, safety, or compatibility shall be chargeable.

4.3 No order which has been accepted by the Company may be cancelled without the Company's prior written consent.

4.4 Where cancellation is agreed, the Customer shall remain liable for all labour carried out.

4.5 Where cancellation is agreed, the Customer shall remain liable for all Goods ordered or supplied.

4.6 Where cancellation is agreed, the Customer shall remain liable for all administrative and handling costs.

4.7 Where cancellation is agreed, the Customer shall remain liable for any loss of profit reasonably incurred by the Company.

5. Timeframes

5.1 Any timeframe provided by the Company for completion of Work is an estimate only.

5.2 Time shall not be of the essence in any contract between the Company and the Customer.

5.3 The Company shall not be liable for delays caused by suppliers or manufacturers.

5.4 The Company shall not be liable for delays caused by technical complications discovered during Work.

5.5 The Company shall not be liable for delays caused by third-party contractors or service providers.

5.6 The Company shall not be liable for delays caused by changes in workload, staffing, or scheduling.

5.7 The Company shall not be liable for delays caused by events beyond its reasonable control, including but not limited to supply chain disruption, equipment failure, or external circumstances.

6. Completion, Storage and Payment

6.1 Work shall be deemed complete when the Customer is notified by the Company using any reasonable method of communication.

6.2 The Customer shall pay all invoices in full prior to the release of any vehicle or Goods.

6.3 The Company shall have a lien over all vehicles and Goods in its possession until all outstanding sums have been paid in full.

6.4 Storage charges shall apply where a vehicle is not collected within two calendar days of completion notification.

6.5 Storage charges shall apply where a vehicle is not collected within one calendar day of Work being declined.

6.6 Storage charges shall be calculated at the Company's prevailing daily rate.

6.7 Where a vehicle remains uncollected and unpaid for a period exceeding three months, the Company reserves the right to sell the vehicle.

6.8 The Company shall apply proceeds of sale to outstanding invoices, storage charges, and costs associated with the sale.

6.9 Interest shall be charged on overdue sums at a rate of three percent above the base rate of Lloyds Bank from time to time.

6A. Deposits

6A.1 A deposit of fifty percent of the estimated cost shall be required for all Work carried out by the Company under the Torque Monsta Automotive workshop brand.

6A.2 A deposit of one hundred percent of the cost shall be required for all main dealer parts, electrical components, and special order items.

6A.3 All deposits are strictly non-refundable under any circumstances.

6A.4 Deposits are required to secure workshop time, allocate labour resources, and procure Goods.

6B. Diagnostic Charges

6B.1 All diagnostic and investigative Work shall be chargeable.

6B.2 A minimum charge equivalent to one hour of labour at the Company's current rate shall apply.

6B.3 Where additional diagnostic time is required, further labour charges shall apply.

6C. Vehicle Responsibility

6C.1 The Customer shall ensure that the vehicle remains insured for the entire duration that it is on the Company's premises.

6C.2 The Customer shall ensure that the vehicle remains taxed where required by law.

6C.3 The Company shall not be liable for any penalties, fines, or enforcement actions resulting from failure to maintain insurance or tax.

7. Retention of Title

7.1 Ownership of all Goods supplied by the Company shall remain with the Company until such time as full payment has been received for those Goods and for any other Goods supplied under any contract between the Company and the Customer.

7.2 Until full payment has been received, the Customer shall hold the Goods in a fiduciary capacity for the Company and shall store them in such a way that they are clearly identifiable as the property of the Company.

7.3 The Customer shall not remove, deface, or obscure any identifying mark or packaging relating to the Goods.

7.4 The Company shall be entitled to enter any premises or vehicle where the Goods are located in order to recover them where payment has not been made.

7.5 The Customer's right to possession of the Goods shall terminate immediately if the Customer becomes insolvent, enters into liquidation, or is subject to any insolvency proceedings.

8. Delivery of Goods

8.1 Unless otherwise agreed in writing, all Goods shall be supplied on an ex-works basis from the Company's premises.

8.2 The Customer shall be responsible for collection of Goods unless alternative arrangements have been agreed.

8.3 Risk in the Goods shall pass to the Customer upon delivery or upon the Goods being made available for collection.

9. Loss, Damage and Liability

9.1 The Company shall take reasonable care of vehicles and property in its possession.

9.2 The Company shall only be liable for loss or damage where it is proven to have been caused by the negligence of the Company or its employees.

9.3 The Company's liability shall be limited to one million pounds (£1,000,000) in respect of any one event or series of connected events.

9.4 The Company shall not be liable for any indirect, incidental, or consequential loss, including loss of profit, loss of business, or loss of use.

9.5 The Company shall not be liable for any damage arising from inherent defects, wear and tear, or pre-existing conditions.

9.6 The Customer is advised to remove all personal belongings from the vehicle prior to leaving it with the Company.

9.7 The Company shall not be liable for loss of or damage to personal belongings left in the vehicle.

9.8 The Company shall not be liable for failure or delay in performance where such failure or delay is due to circumstances beyond its reasonable control.

10. Replaced Parts

10.1 All parts removed from the vehicle during the course of Work shall become the property of the Company unless the Customer specifically requests their return prior to removal.

10.2 Where parts are requested by the Customer, they shall be made available for collection at the time the vehicle is collected.

10A. Retention of Parts for Inspection

10A.1 Where the Customer requests that removed parts are retained for inspection, the Company shall hold such parts for a reasonable period.

10A.2 If the Customer does not collect such parts within a reasonable period, the Company reserves the right to dispose of them.

11. Returned Goods

11.1 Goods will only be accepted for return if they are returned within five working days of delivery.

11.2 Goods must be unused, undamaged, and in their original packaging.

11.3 The original invoice must be provided.

11.4 The Customer shall be responsible for any restocking or handling charges incurred by the Company.

11.5 Goods that have been specially ordered or manufactured to specification shall not be accepted for return.

12. Subcontracting

12.1 The Company reserves the right to subcontract any part of the Work.

12.2 The Company shall use reasonable care in selecting subcontractors.

12.3 The Company shall remain responsible for the standard of Work carried out by subcontractors.

13. Health and Safety

13.1 All Customers and visitors must comply with all health and safety requirements while on Company premises.

13.2 All signage displayed on or around the premises must be strictly adhered to.

13.3 Access to workshop and operational areas is prohibited unless expressly authorised.

13.4 The Company reserves the right to refuse access or require any person to leave the premises where safety instructions are not followed.

14. Warranty

14.1 The Company provides a workmanship warranty on all labour carried out for a period of three months from the date of completion.

14.2 The workmanship warranty applies only to defects directly arising from the Company's labour.

14.3 The Company shall, at its discretion, rectify any defect covered by the workmanship warranty.

14.4 All parts supplied by the Company are covered by a warranty of twelve months or twelve thousand miles, whichever occurs first.

14.5 Manufacturer warranty terms shall apply where relevant.

14.6 No warranty is provided on parts supplied by the Customer.

14.7 Labour relating to the installation of customer-supplied parts is covered by the three-month workmanship warranty only.

14.8 Where failure is caused by a customer-supplied part, all further labour shall be chargeable.

14.9 Warranty shall not apply where faults arise due to misuse, neglect, or improper use.

14.10 Warranty shall not apply where the vehicle is used for motorsport, racing, or competition purposes.

14.11 Warranty shall not apply where recommended maintenance is not followed.

14.12 Warranty shall not apply where work has been carried out by a third party after completion.

14.13 Warranty shall not apply to pre-existing faults or underlying issues.

14B. Warranty Claim Process

14B.1 The Customer must notify the Company as soon as a fault becomes apparent.

14B.2 The Customer must return the vehicle to the Company for inspection.

14B.3 The Company must be given reasonable opportunity to inspect and diagnose the issue.

14B.4 No third-party inspection or repair shall be carried out without prior written approval.

14B.5 Where a fault is found not to be covered under warranty, all diagnostic and labour costs shall be chargeable.

14C. Return-to-Base Requirement

14C.1 All warranty work must be carried out at the Company's premises.

14C.2 The Company shall not be liable for any costs incurred where the vehicle is repaired elsewhere.

14D. Recovery and Transport

14D.1 The Customer shall be responsible for transporting the vehicle to and from the Company.

14D.2 The Company shall not be liable for recovery or transport costs.

14E. No Roadside Repair Obligation

14E.1 The Company does not provide roadside diagnosis or repair services.

14E.2 The Company shall not be liable for any third-party roadside repairs.

14F. Warranty Financial Responsibility

14F.1 The Customer shall be responsible for full payment of all invoices.

14F.2 Any claim with a third-party warranty provider shall be the responsibility of the Customer.

15. Notices

15.1 Any notice given by the Company to the Customer may be delivered by hand, sent by post, or transmitted electronically.

15.2 Any notice sent by post shall be deemed received forty-eight hours after posting.

15.3 Any notice sent electronically shall be deemed received at the time of transmission.

15.4 The Customer shall ensure that all contact details provided are accurate and up to date.

16. Governing Law and Jurisdiction

16.1 These Terms and any contract between the Company and the Customer shall be governed by and construed in accordance with the laws of England and Wales.

16.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction.

17. Performance and Modification Work

17.1 The Customer acknowledges that performance and modification work alters the original specification of the vehicle.

17.2 The Customer acknowledges that such modifications may increase mechanical stress on components.

17.3 The Customer acknowledges that such modifications may reduce the reliability and lifespan of components.

17.4 The Company does not guarantee any specific performance gains or outcomes.

17.5 The Company does not guarantee that modifications will meet the Customer's expectations.

17.6 All performance and modification work is undertaken at the Customer's risk.

18. Motorsport and Competition Use

18.1 The Customer acknowledges that use of the vehicle in motorsport, racing, or competition significantly increases stress on components.

18.2 No warranty is provided for any vehicle used in motorsport, racing, or competition.

18.3 The Company shall not be liable for any failure arising from such use.

19. ECU, Software and Data

19.1 The Customer acknowledges that electronic control unit modification and software work carry inherent risks.

19.2 The Customer acknowledges that such risks include system failure, data loss, and incompatibility.

19.3 The Company shall not be liable for any failure of electronic systems.

19.4 The Company shall not be liable for loss of data or software corruption.

19.5 The Company shall not be liable for incompatibility between software and hardware.

20. Customer-Supplied Parts

20.1 The Customer may supply parts for installation at their own risk.

20.2 The Company provides no warranty for customer-supplied parts.

20.3 The Company shall not be liable for failure of customer-supplied parts.

20.4 The Company shall not be liable for damage caused by defective or incompatible customer-supplied parts.

21. Performance Results and Expectations

21.1 The Customer acknowledges that performance results may vary depending on multiple factors.

21.2 The Company does not guarantee any specific increase in power, torque, or performance.

21.3 The Company does not guarantee repeatable or consistent results.

22. Road Legality and Compliance

22.1 The Customer is responsible for ensuring that the vehicle remains compliant with all legal requirements for road use.

22.2 The Company shall not be liable for any failure to comply with legal requirements following modification.

23. Use, Misuse and Abuse

23.1 The Company shall not be liable for damage caused by misuse of the vehicle.

23.2 The Company shall not be liable for damage caused by improper operation.

23.3 The Company shall not be liable for damage caused by neglect or lack of maintenance.

24. Diagnostics and Hidden Faults

24.1 The Customer acknowledges that not all faults can be identified during initial diagnostics.

24.2 The Company does not guarantee that all faults will be identified.

24.3 The Company shall not be liable for faults that are not identified during diagnostic work.

25. Parts, Fluids and Compliance

25.1 Vulcan Motors Limited supplies parts that meet manufacturer specifications or recognised equivalent standards.

25.2 Such parts comply with applicable Block Exemption Regulations.

25.3 The Company supplies performance and aftermarket components for Work under the Torque Monsta Automotive workshop brand.

25.4 The Customer acknowledges that such components may not meet original manufacturer specifications.

25.5 The Customer accepts all risks associated with the use of aftermarket components.

26. Limitation on Verbal Agreements

26.1 The Company shall not be bound by any verbal statements or representations.

26.2 Only written agreements shall be legally binding.

27. Compatibility of Parts and Systems

27.1 The Company does not guarantee compatibility between components.

27.2 The Company does not guarantee compatibility between aftermarket and original equipment parts.

27.3 The Customer acknowledges that additional work may be required to achieve compatibility.

28. Pre-Existing Condition

28.1 The Customer acknowledges that the vehicle may have pre-existing faults or wear.

28.2 The Company shall not be liable for failure arising from such conditions.

29. Right to Refuse or Cease Work

29.1 The Company reserves the right to refuse or cease Work at any time.

29.2 This includes circumstances where safety concerns arise.

29.3 This includes circumstances where the vehicle is deemed unsuitable.

29.4 All costs incurred up to that point shall remain payable.

30. Customer Communication and Approval

30.1 The Company will use reasonable efforts to obtain Customer approval for additional Work.

30.2 Where the Customer cannot be contacted, the Company may pause Work.

30.3 Where necessary for safety, the Company may proceed without approval.

30A. Authorisation to Proceed

30A.1 Work shall not commence without Customer authorisation.

30A.2 The Customer authorises reasonable work required during ongoing investigation.

31. Workshop Access

31.1 Access to workshop areas is restricted.

31.2 The Company reserves the right to refuse access.

32. Photographic and Video Records

32.1 The Company may record vehicles and Work.

32.2 Such records may be used for evidence.

33. Cooling-Off and Commencement of Work

33.1 The Customer may have cancellation rights under law.

33.2 These rights may be lost once Work has commenced with consent.

34. Payment Methods and Chargebacks

34.1 The Customer agrees not to initiate chargebacks without contacting the Company.

34.2 Unjustified chargebacks shall be treated as non-payment.

35. Customer Conduct

35.1 Abusive or threatening behaviour will not be tolerated.

35.2 The Company may cease Work in such circumstances.

36. Insurance

36.1 The Customer is responsible for maintaining adequate insurance.

36.2 The Company shall not be liable for insufficient insurance.

37. Storage Rate Visibility

37.1 Storage rates are available upon request.

37.2 The Customer agrees to applicable storage rates.

38. Keys and Security

38.1 The Customer must provide all keys and access information.

38.2 The Company shall not be liable for delays caused by missing keys.

39. Third Party Collection

39.1 Third parties collecting vehicles are deemed authorised.

39.2 The Company shall not be liable for disputes arising from third-party collection.

40. Environmental Disposal

40.1 The Company may dispose of waste materials in accordance with regulations.

40.2 Disposal costs may be charged where applicable.

41. Severability

41.1 If any clause is found invalid, remaining clauses remain enforceable.

42. Lease and Finance Vehicles

42.1 The Customer may not be the legal owner.

42.2 The Customer must obtain required permissions.

42.3 The Company shall not be liable for breaches of agreements.

43. Fleet Vehicles

43.1 The instructing party confirms authority.

43.2 The Company is not responsible for internal disputes.

44. Authority to Instruct Work

44.1 The Customer confirms authority to instruct Work.

44.2 The Company may rely on such instructions.

45. Unsafe Vehicles

45.1 The Company may refuse to release unsafe vehicles.

45.2 This applies particularly to lease and fleet vehicles.

45.3 This requirement is non-negotiable.

46. Warranty Procedure

46.1 The Customer must provide warranty documentation.

46.2 Diagnostic work is chargeable.

46.3 The Customer must contact the warranty provider.

46.4 Administrative charges apply.

46.5 The Customer is responsible for all invoices.

47. Vehicle Condition Recording

47.1 Vehicle condition may be recorded upon arrival.

47.2 Records may include photographs and video.

48. No Guarantee of Outcome

48.1 The Company does not guarantee successful repair.

48.2 All Work is undertaken on a reasonable endeavours basis.

49. Interim Billing

49.1 The Company may issue interim invoices.

49.2 Payment may be required before continuation.

50. CCTV and Surveillance

50.1 CCTV operates on the premises.

50.2 CCTV may record vehicles and individuals.

51. CCTV Evidence

51.1 CCTV may be used as evidence in disputes.

51.2 Absence of footage does not imply liability.

52. Data Protection

52.1 Data is processed in accordance with UK GDPR.

52.2 Data may be shared where necessary.

53. Consumer Rights Act

53.1 Statutory rights are not affected.

54. Business Customers

54.1 Consumer protections do not apply to business customers.

55. Distance Contracts

55.1 Cancellation rights may apply.

55.2 Rights may be waived once Work begins.

56. Duty of Care

56.1 The Company will take reasonable care of vehicles.

57. Ownership Declaration

57.1 The Customer confirms ownership or authority.

58. Customer Information

58.1 The Company may collect Customer data.

58.2 Data may be shared where necessary.

59. Marketing

59.1 Marketing communications may be sent where permitted.

60. Data Retention

60.1 Data may be retained for six years.

61. Privacy Policy

61.1 A privacy policy is available.

FINAL CLAUSE

61.2 These Terms form the entire agreement between the Company and the Customer.