

Commercial Contract

AUTO REPAIR SHOPS



*Empowered lives.
Resilient nations.*



Small and Medium Enterprises Development Authority

Ministry of Industries & Production

Government of Pakistan

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Auto Repair Shops

Pro-Gole (Right to do Business)

Legal Services, B&SDS

LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions for small shopkeepers terms and conditions for commercial matters. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

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AUTO REPAIR SHOPS

- The vehicle shall be parked at [insert name of the shop] at the owner's risk, and [insert name of the shop] bears no liability for any damage to the vehicle when parked at [insert name of the shop] except where the damage has been incurred due to the negligence of the staff of [insert name of the shop].
- Following the repair, the vehicle shall be road tested at entirely the owner's risk, and except where due to the negligence of [insert name of the shop]'s staff, the owner shall have no claim against [insert name of the shop] or any of its staff, employees or agents due to any damage to the vehicle due to the road test.
- [insert name of the shop] provides no warranty against any spare part used in the repair of the vehicle if such spare part has been provided by the Customer.
- [insert name of the shop] bears no warranty for wheel alignment and balancing, or any electrical spare parts used in the repair of the vehicle.
- Any defects in the workmanship regarding the repair of the vehicle shall be reported within [insert number] business days. The failure to report such defects within [insert number] business days shall absolve [insert name of the shop] from any responsibility towards the Customer.
- [insert name of the shop] does not take responsibility for any articles left in the vehicle left at [insert name of the shop] for repair.
- [insert name of the shop] offers no warranty for paint jobs for old and/or repaired penal.
- The Customer may take possession of the salvage/old parts from [insert name of the shop] within [insert number] days of the repair job.
- Following [insert number] days after the completion of the repair job, [insert name of the shop] shall charge the Customer @ [insert amount] as parking fee for each day that the vehicle is parked at [insert name of the shop].
- The vehicle shall be handed over to the Customer upon the clearance of the entire amount due against the Customer. No credits!