

SHERIFFDOM OF TAYSIDE, CENTRAL AND FIFE AT PERTH

[2026] SC PER 79

PER-SG478-25

JUDGMENT OF SHERIFF MARK THORLEY

in the cause

CAROL THERESA FOX

Claimant

against

HALFORDS AUTOCENTRES LIMITED (Company Number: 04050548), having its registered office at Icknield Street Drive, Washford, Redditch, B98 0DE

Respondent

Act Claimant: Morton, Lindsays LLP

Act. Respondent: Allan, Clyde & Co (Scotland) LLP

Perth 20 March 2026

Findings in Fact

1. The Claimant is Carol Theresa Fox. She resides at [REDACTED]
2. The Respondent is Halfords Autocentres Limited, (Company Number: 04050548).
3. The company has its registered office at Icknield Street Drive, Washford, Redditch, B98 0DE.
4. The court has jurisdiction.
5. On 13 February 2025, the Claimant brought her motorcar, Ford Galaxy vehicle registration [REDACTED], to the Respondent's garage at 1 Whitefriars Street, Perth, PH1 1PM, for an MOT test class 4 and interim service.
6. The vehicle is a diesel vehicle.

7. The Claimant was accompanied by her husband to the Respondent's garage on 13 February 2025. The Claimant's husband took the key of the car into the Respondent's office. The Claimant waited outside. The Claimant did not enter the Respondent's office.
8. The Claimant's husband was not asked anything about the timing belt on the motor vehicle. The Claimant's husband was simply asked whether he would like additives put into the vehicle.
9. The Claimant returned home and, at approximately 11.05am, received a call from the Respondent asking whether there had ever been a timing belt change on the motor vehicle. The Claimant was unable to answer that question.
10. The Claimant has a full service history for that motor vehicle.
11. The Claimant was advised on the telephone that, during the emissions test, the engine of the motor vehicle had died.
12. The vehicle was taken to Parks of Hamilton, 170 Dunkeld Road, Perth, PH1 3AA. Investigation there revealed that the timing belt had failed, which resulted in significant engine damage, including bent valves, piston damage and internal component failure. The cost of the repair works to the motor vehicle was Seven Thousand, Seven Hundred and Seventy Three Pounds and Ninety Two pence (£7,773.92). In addition, further costs were incurred in relation to the transportation of the vehicle to Parks of Hamilton and rental charges.
13. An MOT is conducted before a service. The Respondent required to carry out an MOT as the car was presented. The motor vehicle needs to have its engine "revved". During this the timing belt snapped. The MOT test was abandoned.
14. The Claimant had given consent for the motor vehicle to be MOT tested.

15. The timing belt on the motor vehicle is encased and is not visually available to see.

The MOT undertaken does not test the timing belt.

16. On the basis that the car had a full service history, a new timing belt would have been replaced in the car.

17. The Respondent had not dealt with this motor vehicle previously.

18. The motor vehicle had a relatively low mileage (approximately 48,267 miles) for its age. A timing belt snapping during the course of an MOT test is a rare occurrence.

Findings in Fact and Law

1. The damage caused to the motor vehicle registration [REDACTED] on 13 February 2025 was not caused by the fault or negligence of the Respondent.

Introduction

[1] This action concerns a motor vehicle which was taken by the Claimant to the Respondent's garage on 13 February 2025 for an MOT and interim service.

[2] I heard proof by oral evidence on 13 February 2026. The Claimant gave evidence, along with her husband, Mr Laurence Fox. The Respondent's employees, Mr Callum Johnstone, Mr Andrew Clark and Mr Keiron McCluskey gave evidence. Following the leading of evidence, written submissions were then provided.

The Claimant's evidence

[3] The Claimant is 74 years of age. She is retired.

[4] The Claimant is the owner of the Ford Galaxy motor vehicle, registration [REDACTED]

[5] On 13 February 2025, the Claimant drove her motor vehicle to the Respondent's garage for the purpose of an MOT and interim service.

[6] The Claimant's husband delivered the keys to the office of the Claimant. The sole information that was sought of the Claimant's husband was whether she wished to put additive into the vehicle to help with emissions.

[7] Having left the motor vehicle, she returned home, at which point she received a call from the Respondent. She was asked whether the timing belt had ever been changed. She indicated that "not as far as she knew". She asked why the question was asked and she was told that, during an emissions test, the engine had died.

[8] She required to uplift the motor vehicle and take it to Parks of Hamilton in Perth. They undertook an assessment of the motor vehicle, which determined that not only was a new timing belt required but also a new engine.

[9] The Claimant confirmed that the cost to replace her timing belt and engine was Seven Thousand, Seven Hundred and Seventy Three Pounds and Ninety Two Pence (£7,773.92).

Laurence Fox

[10] Mr Fox is married to the Claimant.

[11] He confirmed that he was with the Claimant on 13 February 2025. They took the Claimant's car to the Respondent. They arrived at the Respondent's garage at about 9.30am. It was he who went into the office. He confirmed that the car was there for an MOT and interim service.

[12] He was asked whether they wished additives to be put in the car, at Thirty Pounds (£30). He went and spoke to his wife about this. She confirmed that they did.

[13] The Claimant did not enter the office.

[14] Mr Fox and the Claimant returned home and, at about 11.00am, received a telephone call from the Respondent to say the engine had died. They need a new timing belt and new engine. The vehicle was not running.

[15] He and the Claimant then took the vehicle to Parks of Hamilton, where it was identified that there was a new engine needed, at about Seven Thousand Pounds (£7,000)

[16] He confirmed that the vehicle had a full service history, although disputed that he was ever asked this at the Respondent's office. He was not asked about the timing belt.

[17] He was not advised to look at any noticeboard when he was in the office.

The Respondent's Evidence

Mr Keiron McCluskey

[18] Mr Keiron McCluskey is an operations manager working for the Respondent. He was the investigating manager who investigated the complaint that was made by the Claimant following upon the solicitor's letter received by the Respondent. He was aware that the timing belt on the Claimant's car had snapped during the MOT.

[19] He confirmed the procedure for undertaking an MOT and service. The MOT had to be undertaken firstly. Mr Andrew Clark was the MOT tester. He would only have been aware of the MOT to be undertaken and not the service.

[20] During an MOT, the car's engine needs to be revved.

[21] His position is that if the customer requires the MOT to go ahead, the MOT tester does so.

[22] There is a pre-inspection sheet done, but it is a matter for the customer to confirm that the MOT requires to be undertaken. The Respondent will not check the timing belt (it is encased) prior to any MOT.

[23] Standing the age and mileage of this car, the timing belt should have been replaced at an earlier stage.

Mr Andrew Clark

[24] He works at Halfords, at the Whitefriars Street garage, as an MOT tester. He has been there for 5-and-a-half years.

[25] Again, he confirmed that, prior to any service, an MOT would be undertaken, if the MOT was instructed. There are certain pre-checks of the vehicle done, which is to open the doors, boot and bonnet.

[26] However, they will not take off any casings to examine a timing belt. Indeed, a timing belt check is not part of an MOT.

[27] As he indicated, "If you can't see it, you can't test it".

[28] He did not meet the customer on 13 February 2025.

[29] During the course of the MOT, and whilst undertaking the emissions test, the timing belt snapped.

[30] He confirmed that, as far as he was concerned, it was up to the customer to make sure the car was in order prior to the MOT.

[31] He confirmed that he will oversee between 10-15 cars a day. An MOT takes about 45 minutes.

[32] He was told that there was a full service history for the vehicle.

Mr Callum Johnstone

[33] Mr Johnstone is the assistant manager for the Respondent at the Whitefriars Street garage.

[34] He checked in the Claimant's car.

[35] This was not a vehicle that had been dealt with before by the Respondent. If so, there would have been a past history of the motor vehicle.

[36] Certain information is asked for at the time. They ask for a registration and name of the owner. They ask for the service history.

[37] As far as he was concerned, both the Claimant and her husband came in with the vehicle. Mr Johnstone asked about the service history. Initially the Claimant and her husband were unsure. They took a minute and then said there was a full service history.

[38] Mr Johnstone later called the Claimant, after the timing belt had snapped, and asked to check that they had the timing belt previously changed. The Claimant later confirmed that she had found a receipt.

[39] As far as he was concerned, the garage was obliged to undertake the MOT.

Written submissions

[40] Written submissions were prepared by the parties, which focused on Regulation 14 of the Motor Vehicles (Tests) Regulations 1981 (SI 1981/1964) and the issue of strict liability for damage caused.

Claimant's position

[41] The Claimant's position is that Regulation 14 of the Regulations imposes strict liability on the Respondent.

[42] Regulation 14(1) sets out that the authorised examiner

“shall have the same responsibility for –

- (a) Loss of or damage to the vehicle or its equipment or accessories occurring in connection with the carrying out of the examination during any period while the vehicle is, in connection with the carrying out of the examination, in the custody of the authorised examiner”.

[43] Regulation 13 sets out grounds upon which the authorised examiner may refuse to examine a vehicle.

[44] Regulation 13(1)(j) provides a ground of refusal where

“a proper examination of the vehicle would involve a danger of –

- (ii) Damage to the vehicle or any other property”.

[45] On the basis that the service book of the Claimant was not examined before the MOT, the vehicle should have been refused.

[46] Moving on to Regulation 14, the Claimant’s position is that Regulation 14(2) prohibits the authorised examiner from contracting out the liability imposed by Regulation 14(1). Accordingly, this leads to the implication that Regulation 14(1) imposes strict liability, subject to the two statutory exemptions in Regulation 14(3)(a) and (b).

[47] It was not disputed that the vehicle was in the custody of the Respondent when the timing belt failed. Neither exemption applies and accordingly the Respondent is liable to the Claimant.

[48] The timing belt broke during the course of an examination.

[49] In terms of quantum, the Claimant spoke, without cross-examination, to production C3, the invoice rendered by Parks of Hamilton, and accordingly that should be accepted as the sum that was paid to repair the motor vehicle. This case, of course, has been restricted to the sum of Five Thousand Pounds (£5,000).

Respondent's position

[50] The Respondent addressed in written submissions Regulations 13 and 14 of the 1981 Regulations.

[51] In terms of Regulation 13(3) an examiner may refuse to test a vehicle only if he has “reasonable cause to believe that the vehicle is, for any reason, in such condition that the examination would involve danger of injury to a person or damage to the vehicle or to the property”.

[52] Timing belts are internal components, inaccessible without dismantling. An MOT prohibits the dismantling of engine covers and does not require inspection of timing belts.

[53] In terms of Regulation 14, the Respondent’s position was that this does not create strict liability for all mechanical failures occurring during the MOT. The regulation confines liability to damage caused by examiner, and not to failures arising from the inherent mechanical condition of the vehicle.

[54] There requires to be causation between the tester’s acts and the damage alleged.

[55] Standing that timing belts are internal, non-testable items under the MOT scheme, the tester has no power or duty to assess a timing belt’s condition. Accordingly, a timing belt failure during an emissions cycle is a latent, internal defect, not damage “in connection with” the conduct of the examination within the meaning of Regulation 14.

[56] The Respondent’s position is that the court should adopt a narrow construction, which limits liability to damage caused by the negligent handling, improper use of equipment or mechanical misuse by the tester.

[57] The Respondent also made reference to Regulation 16 of the Regulations. This sets out that the examiner’s role is confined to the statutory inspection items. He must assess only what the MOT testing guide and inspection manual prescribes and must not dismantle,

adjust or interfere with components outside of those testable items. The MOT is accordingly a visual and functional inspection, not a diagnostic assessment of mechanical condition. The timing belt is not a testable MOT item.

[58] The Respondent set out further that the professional negligence test, as set out in the case of *Hunter v Hanley* 1955 SC 200 had not been met. The Claimant could not establish that, in accordance with *Hunter v Hanley*, (1) a usual practice that required internal inspection, (2) any departure by the tester from the mandated practice or (3) proceeding with the emissions test as prescribed is a course no ordinary competent tester would have taken.

[59] Esto the court were to consider quantum, the sum sued for is unvouched, excessive and unrelated to anything done by the Respondent.

Analysis and Decision

Assessment of Witnesses

[60] I had no difficulty in preferring the evidence of the Claimant and her husband in relation to what was said (or not said) when the vehicle was delivered to the Respondent's garage on 13 February 2025. I accepted that the Claimant did not enter the garage office. I accepted that the only conversation was to the effect of whether the Claimant wished an "additive".

[61] At the same time, I accepted, from the Claimant's own evidence, that there was a full service history here.

Common Law Liability

[62] Whereas I have preferred the evidence of the Claimant and her husband in relation to the evidence given at the point in time when the vehicle was dropped off, that does not in itself establish liability.

[63] I accepted the evidence that an MOT required to be undertaken prior to any service. There appeared to be no contradictory evidence to that. The MOT had to be undertaken as the vehicle was “presented”.

[64] The Claimant had accepted that there was a full service history. The Respondent was entitled to accept from that that, taking into account the age and mileage of vehicle, the timing belt had been changed. The Claimant was unaware as to whether this happened or not, but in the event that there was a full service history, the evidence was that this should have happened.

[65] The Respondent was not entitled to examine internally the vehicle before undertaking an MOT test. The timing belt in particular was covered. Any check on the vehicle had to be visual and functional.

[66] Accordingly, taking into account the common law position here, I accepted that the examiner undertook a usual and normal practice and that the examiner did not do anything that no ordinary, competent, professional examiner would have done.

Statutory Provisions

[67] The issue that was raised was whether Regulation 14 of the Motor Vehicles (Tests) Regulations 1981 (“the Regulations”) provided a form of strict liability.

[68] There was a discussion as to whether Regulation 13 of the Regulations allowed the examiner to refuse to examine the vehicle.

[69] Regulation 13 of the Regulations sets out as follows: “13 – (1) An authorised examiner...shall not be under any obligation to carry out an examination of a motor vehicle where –”. And then lists a series of conditions (a)-(m).

[70] Reference has been made in particular to paragraph (j):

- “(j) without prejudice to sub-paragraph (c), the condition of the vehicle is such that, in the opinion of the examiner, section 66A examiner, inspector or nominated tester, as the case may be, a proper examination of the vehicle would involve a danger of –
- (i) injury to any person, or
 - (ii) damage to the vehicle or any other property”.

[71] As has been narrated, there was no requirement for the Respondent to undertake an examination of internal components of a motor vehicle before testing.

[72] The Claimant sets out that, as the “service book” was not read before the examination, that this is an example of why the test should not have been undertaken.

[73] I was prepared to accept the evidence from the Respondents that the incidence of the timing belt snapping was extremely remote. As the Claimant set out, there was a full service history here. The Respondent was required to undertake an MOT when instructed to do so by the Claimant.

[74] Accordingly, I do not hold that the Respondent could have declined to have carried out the examination of the motor vehicle.

[75] Regulation 14 sets out as follows:

- “14. – (1) Where a motor vehicle has been submitted for an examination to be carried out by a person other than a section 66A examiner, the authorised examiner... shall have the same responsibility for –
- (a) loss of or damage to the vehicle or its equipment or accessories occurring in connection with the carrying out of the examination during any period while the vehicle is, in connection with the carrying out of the examination, in the custody of the authorised examiner... and

- (b) loss of or damage to any other property or personal injury (whether fatal or not), being loss, damage or injury arising out of the use of the vehicle in connection with the carrying out of the examination,

as would rest on a person who, having the same facilities for carrying out the examination as are available to the person who is to carry out the examination, had undertaken for payment to accept the custody of the vehicle and to carry out the same examination under a contract making no express provision with respect to the incidence of liability as between the parties thereto for any such loss, damage or injury.

Nothing in paragraph (1) or (2) shall preclude any person from being requested or required to accept any responsibility for, or to give a release or indemnity in respect of—

- (a) loss of or damage to a vehicle or its equipment or accessories occurring during any period while the vehicle is in the custody of an authorised examiner, a designated council or the Secretary of State after the time when the vehicle is required to be removed from such custody in pursuance of the provisions of Regulation 17(1), or
- (b) loss, damage or injury arising out of the carrying out by an authorised examiner, at the request of the person submitting the vehicle for an examination or of a person having an interest in the vehicle, of repairs to the vehicle or of repairs or replacements of its equipment or accessories.”

[76] The issue, to commence with, was whether Regulation 14 provides strict liability.

The Claimant’s position is that it does. The Respondent’s position is that it does not.

Clearly, if strict liability were to apply, the Respondent would be liable, even when they took reasonable care, and the Claimant would not need to prove that the Respondent had failed to take reasonable care. This, of course, distinguishes itself from the ordinary position of negligence, where the Claimant has to show a duty of care was owed to him and that the Respondent had failed to take reasonable care.

[77] Examples, clearly, of strict liability relate to liability for animals or indeed product liability, under legislation such as the Consumer Rights Act 2015.

[78] The UK government’s own website in relation to issues of MOT testing makes reference in its Appendix to an examiner “whilst testing a vehicle smashes a brake light,

causes the steering to become defective or inflicts other type of harm to the vehicle that did not exist at the time it was left in their possession for testing”.

[79] That is perhaps the essence of this case.

[80] Regulation 14 does not provide strict liability. Instead, it sets out a contractual style standard of responsibility comparable to what a reasonable person with similar facilities would bear, and continues to rely on principles of fault and causation. This was a latent defect of which the Respondent could not have been aware. As was narrated in evidence, the frequency of occurrence of a timing belt snapping is extremely rare. There was simply no way that the Respondent could have become aware, in advance of the MOT, that there was an issue with the timing belt. They were entitled to believe that, standing there was a full service history, there were no issues with the timing belt. They were required to examine the vehicle as it was delivered to them. They did not undertake, nor could they undertake, an assessment of an internal component.

[81] Principles of fault still would have to be established here. I cannot conclude that there has been fault on behalf of the Respondent.

Quantum

[82] For these reasons, I do not need to examine the position of quantum, although if I had been required to, I would have agreed quantum in the sum of Five Thousand Pounds (£5,000).

Conclusion

[83] Having concluded that the damage was not caused by the Respondent either under common law or under statute, I am granting absolvitor in favour of the Respondent.

[84] Parties may wish to address me in relation to the issue of expenses.