

CAMPERVAN CONVERSIONS LIMITED TRADING AS VAN CONVERSIONS TERMS & CONDITIONS OF BUSINESS
(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CONSUMER)

GENERAL

1. These terms & conditions, together with the details on the estimate or quotation (Estimate), are intended to contain all of the terms of the agreement (Agreement) between us Campervan Conversions Limited trading as Van Conversions (which said designation, unless otherwise specifically stated, includes all trading styles, subsidiaries and associated business thereof, and which shall hereinafter be referred to as the Company/We/we/Us/us) and you the customer (You/you) relating to the repair, servicing, build, restoration or other work (the work) to the vehicle identified on the Job Card (Vehicle) and/or to the supply of goods, parts, or other items to be supplied by the company, whether or not in conjunction with the work (Goods). If you wish to rely on any amendment, variation or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives.
2. If we agree to any variation in the Work to be done or goods to be supplied, this shall be deemed to be an amendment to the Agreement rather than a new agreement.
3. You warrant that you own the Vehicle or are duly authorised by the owner to enter into the Agreement for the Work to be done on these terms. Further, you expressly authorise Campervan Conversions Limited trading as Van conversions and its servants or agents to use the Vehicle on the highway and elsewhere for all purposes in connection with the Agreement.
4. We reserve the right to refuse to carry out any Work on any Vehicle which we consider, in our sole opinion, to be unsafe and/or unroadworthy. Further, we may refuse to carry out any Work which may, in our sole opinion, render the Vehicle unsafe and/or unroadworthy.
5. Where we are undertaking Work and identify, in our sole opinion, a need for further essential safety related repair, you will be advised accordingly. Should you decline to authorise such further repair, you will be required to sign the requisite documentation.

ESTIMATES

6. An Estimate is our considered approximation of the likely cost of the Work and/or Goods, it is not a fixed price agreement and is valid for 14 days from when we provide it to you.
7. Any Estimate is based on the published price of the Goods involved at the time of the estimate. If the manufacturer or other supplier of the Goods changes the published price of the Goods after the date of the estimate, we will notify you of any consequent increase in the estimate.
8. Unless otherwise agreed in writing, if it appears during the progress of the Work and prior to completion that the estimate will be exceeded by more than twenty per cent (20%) of the total, we will notify you and will not continue with the Work unless you expressly authorise us to do so.
9. If you have left the Vehicle with us for an Estimate but have not accepted that Estimate, or have declined it but failed to collect the vehicle, within 14 days of the date of the Estimate or (if later) the date of cancellation, we may charge you for storage of the Vehicle from the end of that period (see clauses 17, 17.1 & 17.2).
10. Unless otherwise stated, all Estimates are exclusive of Value Added Tax (VAT), tariffs or statutory charges.

COMPLETION OF WORKS AND PAYMENT

11. We will use our best efforts to complete the Work within any time frame we may have given to you but will not be liable for delays due to any matter or caused outside our control.
12. We shall be entitled to sub-contract all or part of any of the Work.
13. If for any reason we do not carry out the Work in full, we will charge you only for the Goods supplied or fitted, and for the work actually done.
14. A non-refundable deposit of fifty per cent (50%) is payable to us at time of booking, this deposit is deductible from the final amount due on completion.
15. We will notify you when the Work is complete and the Vehicle is ready for collection, you must pay for the Work upon collection. Subject thereto, all payments must be made in cash or by a UK credit/debit card, unless we have agreed to accept BACS. Cleared funds must be with us prior to removal of the Vehicle from us.
16. We are entitled to retain the Vehicle and/or Goods until you have paid for the Works and/or Goods in full.
17. If you fail to pay the full amount or fail to collect the vehicle:
 - 17.1. Within 7 days of being notified that the Work is complete or Estimate not accepted or declined, we may charge you for storage of the Vehicle from the end of that period.
 - 17.2. Within 90 days of being notified that the Work is complete or Estimate is not accepted or declined, we may (after giving you the required notice of our intention to do so if you have not paid the full amount due and collected the Vehicle before such notice expires) sell the Vehicle, deduct the amount owing to us (including statutory interest, storage charges and the cost of sale) and pay the balance to the entitled beneficiary.
18. Unless agreed in writing, the vehicle will be deemed delivered to you at our premise upon completion of works.
19. We will retain all parts replaced during any Work done, except for any to be returned under warranty or service arrangement, and will be free to dispose of them as we see fit unless you specifically request that they be returned to you at the time you contract for Work to be carried out.

TRANSFER OF OWNERSHIP AND RISK

20. The Goods will continue to belong to us until you have paid for them in full. However, you will be responsible for any loss or damage from when they are delivered and you should insure accordingly.
21. Where a party who so far as the Company is aware, has the authority to collect the Vehicle or Goods, collects the same, the Company shall not be responsible to the customer for any loss or damage resulting on the grounds that such party had in fact no such authority. This clause shall apply notwithstanding that delivery may have been made without payment of the Company's account. Further, it shall not be obligatory upon the company to seek confirmation of the authority of any party reasonably believed to be then, or to have been at some time, connected with the customer.

LOSS DAMAGE AND RISK

22. You shall inspect the Vehicle upon collection and notify us immediately of any claims in respect of damage to or alleged defect in the Work and/or Goods supplied by the Company and follow up in writing within 7 days. If you fail to give such notice, the Work and/or Goods shall be conclusively presumed to be in all respects conforming to the Agreement and free from any defect which would be apparent on reasonable examination thereof and you shall be deemed to have accepted the same.
23. We will supply the Goods with the benefit of the manufacturer's warranty. The manufacturer's warranty is additional to your statutory rights.
24. If the Work includes painting then, if the metal to be painted is rusted, we will take all reasonable precautions to prevent rust penetrating the paint after completion of the Work but cannot guarantee that this will not happen or that the new paintwork will match existing paintwork exactly.
25. You must observe instructions for use, cautionary notices and other technical information and data supplied with any Goods and/or Work.
26. Subject to the provisions of the Consumer Rights Act 2015, and always excepting fraud, death or personal injury resulting from our own negligence, we limit our liability for any breach of the Agreement to the amount you have paid for the Work and/or Goods, and expressly excludes any liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss.
27. You undertake to remove any items of value not related to the Vehicle as we do not accept any liability for loss or damage to such items which is not attributable to our own negligence.
28. Should your Vehicle incorporate a recording device, for example but not limited to, a dashboard camera, interior camera or onboard camera, you undertake to disconnect the same prior to the Work commencing alternatively, you grant your permission for us to disconnect any such recording device. This condition of the agreement between you and us and is pursuant to our obligations under Data Protection and privacy provisions.

FORCE MAJEURE

29. For the purposes of the agreement, Force Majeure Event means an event beyond the reasonable control of Campervan Conversions Limited trading as Van conversions including but not limited to strikes, lock-outs, or other industrial disputes, failure of a utility service, act of God, war, riots, National or international calamity, terrorism, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, natural disasters, epidemics or similar events, extreme adverse weather conditions, default of suppliers or sub-contractors, fire, compliance with any law or governmental order, regulation or direction, accident failure of transport networks.
30. We shall not be liable to you as a result of any failure or delay in performance of the Agreement as a result of a Force Majeure Event.

NOTICES AND JURISDICTION

31. Unless otherwise stated herein, any notice provided for in this Agreement must be in writing and be sent by first class post to the residence or place of business to whom it is addressed. It will be assumed that such a notice has been received by the addressee no later than two days after posting.
32. This agreement is subject to the relevant United Kingdom law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this agreement.