



Consumer service terms and conditions

1. **THESE TERMS**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1.2 **Why you should read them.** Please read these terms. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions, please contact us to discuss.

Information about us and how to contact us. We are Coast 2 Coast Campers Ltd (company number 0834 9796), whose registered office is Unit 1, Meriden Works, Birmingham Road CV59AZ .

URL: www.coast2coastcampers.co.uk

or any alternative address which we publish from time to time.

- 1.4 **Wording** – We are described as "us", "we", "our", "ourselves", "supplier" and you are worded as 'the customer/s', 'you', 'your', 'purchaser'. When we use the words "writing" or "written" in these terms, this includes emails.
- 1.5 **How to contact us.** You can contact us by telephoning our customer service team Unit 1 Meriden Works, Birmingham Road CV59AZ URL: www.coast2coastcampers.co.uk at 01676 523 188 or by writing to us at info@coast2coastcampers.co.uk
- 1.6 **How we may contact you.** If we must contact you, we will do so by telephone or by writing, using the telephone number or at the email address or postal address you provided to us in your order or enquiry.

2. **OUR PRODUCTS**

- 2.1 **Products may vary slightly from their pictures.** The images of the products in our brochure or on our website are for illustrative purposes only. Your product may vary from those images. As our builds are often bespoke, pictures may reflect items or variations to conversions that have

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been made specifically for another customer and do not necessarily come as standard in a conversion.

3. OUR RIGHTS TO MAKE CHANGES

3.1 **Minor changes to the products.** We may change the product:

- (a) If we must use a different supplier due to a variety of different reasons. We will endeavour to discuss these changes with you where possible.
- (b) To implement minor technical adjustments and improvements, for example if a design must change to be more efficient or practical.

4. PRICES & VAT

4.1 All prices are in £s sterling. All prices are subject to VAT at the current rate. The prices and terms and conditions set out are correct at time of going to print. On the rare occasion where there is an error, we will do our best to inform you at the earliest opportunity when your order is placed. We reserve the right to cancel any orders. All products are subject to availability.

4.2 **Where to find the price for the product.** The price of the product will be the price set out on the marketing platform which it is advertised. All quotes will be agreed in writing. We take all reasonable care to ensure that the price of products advised to you is correct. However please see clause 4.4 for what happens if we discover an error in the price of the product you order. **For build/customised services,** the price is agreed in writing and may differ from prices advertised on marketing platforms based on individual customisations.

4.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

4.4 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order. we will contact you for your instructions before we accept your order.

4.5 **When you must pay and how you must pay.** We accept all payment through online transfer. Requests for payments to be made in person by

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debit/credit cards including Visa, Mastercard, Maestro are subject to Management discretion. When you must pay depends on what product you are buying:

- (a) For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we are ready to dispatch the products to you.
 - (b) For **services**, you must make an advance payment of 50% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 2 calendar days of the date of the invoice. #
 - (c) For **campervans or vans for sale**, a deposit is required to withdraw the vehicle from advertising platforms. Should you change your mind or have difficulty in finding funds, we reserve the right to withdraw the sale to you. The deposit, due to the possibility of it being sold elsewhere, is non-refundable from the point of deposit payment.
- 4.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.
- 4.7 Although we aim to keep prices up to date, circumstances beyond our control (including changes in rates of taxation, currency fluctuations or inflationary cost increases) may cause price changes up or down. The pricing that we give you in the form of a quote is accurate at the time; however, prices are subject to change up until the time as to where final payments are made. Likewise, if products are added to a vehicle, prices are true at the time of adding these changes. The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.
- 4.8 During a build, if additional costs incurred, we will do our utmost to liaise with you to ensure that you are happy to pay these costs.
- 4.9 Invoices are sent via QuickBooks via email. Payments are preferred via online payments, however, when agreed some payments can be made via debit/credit cards. We accept Visa/MasterCard. Your card details will be encrypted to minimise the possibility of unauthorised access or disclosure through Worldpay. Authority for payment must be given at the time of ordering.

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- 4.10 As the UK has left the European Union, then in the event of any increase in existing taxes or the introduction of any new taxes or tariffs, then Coast 2 Coast campers LTD reserves the right to pass these additional costs directly onto you. These additional costs will be discussed with the you.
- 4.11 **Delivery costs if required.** The costs of delivery will be as told to you during the order process or as stated in the advertisements on marketing platforms.
- 4.12 **Third party Advertising.** As we use third party advertisements to promote our sales vehicles, we will not be liable to sell a vehicle at an advertised price if this is incorrect. We will also not be liable if adverts are highjacked by artificial representation (please see website terms and conditions). Please speak directly to us to ensure you have been given the correct sales price.

5. OUR CONTRACT WITH YOU

- 5.1 **How we will accept your order.**
- 5.2 We will accept your order by sending you a full quote and checking that this is correct, and this comes into effect as soon as your first payment is received.
- 5.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 5.4 **We only sell to the UK.** Our brochure and website are solely for the promotion of our products in the UK.
- 5.5 A deposit is an agreement of purchase, if you change your mind, the deposit will not be refundable due to the possibility that the product or service could have been sold during the time between agreeing and cancelling. In the case of a build slot, the deposit is also non-refundable as the slot could have been offered to another customer.

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6. CONTRACT OF BUILDS

- 6.1 By agreeing to the job list, you agree to these terms and conditions and a contract is formed. Once an order has been agreed, an email of the order is sent to you (see 5.1). Orders will be deemed to have been placed (see 5.1). The price is agreed at this point and an invoice for first payment is sent to you as stated in the job list and price breakdown. You must notify us if the invoice is different to the job list/quote.
- 6.2 You have a duty to ensure that any changes or cancellation is received by us and confirmed. We do not take responsibility for changes or request that are not documented on the job list by us or approved by both parties. The Company reserves the right to increase a quoted fee if the client requests a variation to the work agreed.
- 6.3 In view of the nature of the service, any conversion order – once confirmed by the Company – is not cancellable. Conversions are considered personalised, made to your specifications, may not be easily sold to anyone else. If after discussion, it was decided that Coast2coast Campers could re-use materials, cancellation of the order will only be accepted on condition that any costs, charges, and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.
- 6.4 Once a build is started, an approximate finish date will be given. This estimated finish date may be subject to change due to factors beyond our control such as third-party stock availability, particularly in high season. We will endeavour to keep you informed of progress. Towards the end of a build, we will notify you of an estimated delivery date. We will use best endeavours to deliver by such date, but we do not guarantee time of delivery, and we shall not be liable for any loss or damage suffered by yourself through any reasonable or unavoidable delay in delivery howsoever caused.
- 6.5 Until the full balance of your invoice has been paid, we retain title to the vehicle or part thereof. Therefore, the vehicle will stay with Coast 2 coast until the balance is paid.

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Upgrades

- 6.6 If additional items or upgrades are required, please put these in writing and these will be reviewed to see if possible, to accommodate in the allocated build slot, however, we have the right to refuse these requests. We can arrange for you to come back later to have additional items added to your campervan depending on availability. The cost of these extras will be confirmed nearer the appointed slot time and prices cannot be held for more than 30 days. T

7. WARRANTY FOR CONVERSIONS

- 7.1 All full conversions built by Coast 2 Coast Campers LTD come with a 12month warranty with us. This is for the actual conversion only, not the vehicle itself. This warranty is a promise to you and is non-transferable to another person who may purchase the vehicle from you. This allows the customer to contact Coast 2 Coast Campers LTD to report any concerns. The warranty will not apply in relation to damage or faults which have arisen due to unreasonable use of the vehicle or modifications made by you or a third party. You must bring any faults to our attention as soon as you become aware of them. Continued use where a fault is apparent may invalidate your warranty. As our parts come with warranty, we will ask you for proof of damage and may require pictures and part numbers and we will advise you on how to find these. We may need you to bring the vehicle to us for us to assess the damage.
- 7.2 We will endeavour to rectify any warranty issues as soon as reasonably possible. This work does have to be programmed into our schedule; therefore, we reserve the rights to refuse an unannounced drop in for work requested.
- 7.3 Following the 12 months, we can help to facilitate any repairs or faults, however, at this point will charge an hourly labour rate. Where parts used in the conversion that have a longer warranty, we will help liaise with other manufacturers to assist in the replacement or repair of these products. This may include putting you in touch with our suppliers. We are not liable if a parts manufacturer states that the parts or services are not covered under their warranties or if they deem any damage or faults to be caused by user error.

If you purchase a VW van from us, it will come with VW warranty if under three years of age and the responsibility of this warranty sits with VW and is

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subject to VW's terms and conditions. If a vehicle is older than 3 years, an after-care warranty can be purchased separately.

8. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product or services you have ordered from us, please contact us immediately. Throughout the build, if you request changes, we will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. During a build, if additional costs are required, we will endeavour to liaise with you to ensure that you are happy to pay these costs.

9. WHEN WE WILL PROVIDE THE PRODUCTS.

- 9.1 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 9.2 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 08.00-17.00 on weekdays (excluding public holidays) and weekends by appointment only.
- 9.3 **When you become responsible for the product.** The product will be your responsibility from the time you receive it.
- 9.4 **When you own goods.** You own a product or goods once we have received payment in full.
- 9.5 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, name, address, contact numbers. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.
- 9.6 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

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- (a) deal with technical problems or make minor technical changes.
- (b) update the product to reflect changes in relevant laws and regulatory requirements.
- (c) make changes to the product as requested by you or notified by us to you (see clause 3).

9.7 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. When having extras, if these are not available, we are not responsible to store your vehicle for the duration of the wait as work may have to be re-programmed into the schedule for a suitable fitting date.

9.8 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to and you still do not make payment within 2 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts.

10. CANCELLATION

10.1 In view of the nature of the service, any conversion order – once confirmed by the Company – is not cancellable.

11. OUR RIGHTS TO END THE CONTRACT

11.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- a) you do not make any payment to us when it is due, and you still do not make payment within 2 days of us reminding you that payment is due.
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, contact details and choices of design.
- c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.
- d) you do not make final decisions required to order products needed in time for the build. In this case, we reserve the right to move your build slot.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause we will refund any money you have paid in

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advance for products we have not provided. If you break the contract we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. IF THERE IS A PROBLEM WITH THE PRODUCT

- 12.1 **How to tell us about problems.** If the product is damaged or faulty or there is partial loss in transit, you must notify us within 48 hours of delivery. All claims regarding the quality or quantity of the goods shall be made in writing to us, to reach us within 5 days of receipt of goods or such goods shall be deemed to comply with the terms of the contract.
- 12.2 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01676 523 188 or write to us at Unit 1 Meriden Works, Birmingham Road CV59AZ URL: www.coast2coastcampers.co.uk.
- 12.3 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 12.4 **Transferring our guarantee.** You may not transfer our guarantee to another person if you subsequently sell your campervan.

13. LIABILITY

- 13.1 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 13.2 As a business we have adequate insurance in place to protect your vehicle whilst it is with us and we will endeavour to do what is reasonably expected to protect your vehicle. We also have public liability insurance. This information is available upon request.
- 13.3 You are welcome to visit us during your build, however, reasonable notice is expected to maintain social distancing and to ensure that the correct staff are present to answer any questions or queries. We do not accept liability in relation to communications with any staff members. All of your requests, must be discussed with management to ensure changes are documented, cost are individually assessed and a decision reached as to the feasibility of achieving your request within your allocated build slot. Our schedule ensures that all customers are treated fairly.

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- 13.4 Please note that customers must not enter the workshop area without management present and do so at their own risk. The workshop is always a working environment with machinery operational. Children must not enter the workshop unless under close parental/guardian supervision. Children are parent/s/guardian's responsibility.
- 13.5 To the maximum extent permitted by law, Coast 2 Coast Campers Ltd accepts no liability for any of the following.
- (a) Any business losses, such as loss of profits, income, revenue, anticipated saving, business, contracts, goodwill, or commercial opportunities
 - (b) Loss or corruption of any data, database, or software
 - (c) Any special, indirect, or consequential loss or damage.
- 13.6 You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
- 13.7 These terms and conditions contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
- 13.8 We may assign our rights and obligations under these terms and conditions to any person. You may not assign any of your rights and obligations under these terms and conditions.
- 13.9 This Agreement does not create any right or benefit enforceable by any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 except that any limitation or exclusion of liability in our favour, and any indemnity given to us under these terms and conditions, is a right or benefit of our officers, shareholders, employees and agents and of our subsidiary companies and their officers, shareholders, employees and agents as if such limitation, exclusion or indemnity had been given directly by you to such third parties
- 13.10 If a provision of these terms and conditions is judged to be illegal or unenforceable by a court or any other competent authority, the relevant provision will be deemed to be omitted. The remaining terms and conditions will continue in full force and effect

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- 13.11 When the UK leaves the European Union, then in the event of any increase in existing taxes or the introduction of any new taxes or tariffs, Coast2Coast campers LTD reserves the right to pass these additional costs directly onto the customer. These additional costs will be discussed with the customer.
- 13.12 These terms and conditions shall be governed by and construed in accordance with English law and we and you both submit to the nonexclusive jurisdiction of the English courts.
- 13.13 Any delay by us in enforcing our rights against you does not affect our ability to enforce such rights. Any waiver by us of any right against you is not a waiver of any other rights that we may have against you.

14 Purchasing on your behalf

- 14.1 Coast 2 Coast may where requested help to assist in the purchase of a vehicle on behalf of you, however, in these circumstances we are acting as your agent and we do not accept any liability for the van or any other aspect of the purchase transaction between you and the vendor. We can, however, assist you in communicating with the vendor of the van in relation to any potential problems you experience with the vendor. You will be asked to sign a contract and signposted to vehicle supplier's term and conditions in this case.

14.2 Selling on your behalf

If we agree to advertise your used van. We will be advertising this vehicle as a private sale, therefore ultimate responsibility will lie with you. We hold no legal liability in any respect in relation to this sale.

15. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 15.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987

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16. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 16.1 **How we will use your personal information.** We will use the personal information you provide to us:
- (a) to supply the products to you.
 - (b) to process your payment for the products; and
 - (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.
- 16.2 **We may pass your personal information to credit reference or insurance agencies.** Where we extend credit to you for the products (for finance options), we may pass your personal information to credit reference agencies and they may keep a record of any search that they do. Likewise, for renting vehicles where insurance is provided, information may be required for this purpose (please see rental terms and conditions).
- 16.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

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