

TERMS & CONDITIONS

TERMS & CONDITIONS OF SALE

N W CUSTOMS LTD (TRADING AS NORTH WEST CAMPERS)

UNIT 43, TWIN BROOK BUSINESS PARK, CLITHEROE, LANCASHIRE, BB7 1QX

COMPANY REGISTRATION NO. 14575656

1. DEFINITIONS

IN THESE TERMS:

1.1 "WE / US / OUR" MEANS N W CUSTOMS LTD, TRADING AS NORTH WEST CAMPERS.

1.2 "YOU / YOUR / BUYER / PURCHASER" MEANS THE INDIVIDUAL OR BUSINESS PURCHASING THE VEHICLE OR CONVERSION.

1.3 "VEHICLE / CAMPER / CONVERSION" MEANS THE CAMPERVAN OR VEHICLE CONVERTED AND SUPPLIED BY US UNDER THIS AGREEMENT.

1.4 "ORDER" MEANS YOUR CONFIRMED PURCHASE INCLUDING SPECIFICATION AND ANY OPTIONAL EXTRAS.

1.5 "DEPOSIT" MEANS THE NON-REFUNDABLE SUM OF £250 PAYABLE AT THE TIME OF RESERVATION.

1.6 "BALANCE" MEANS THE REMAINING PURCHASE PRICE PAYABLE BY YOU PRIOR TO COLLECTION (INSERT FIGURE AT TIME OF SALE).

1.7 "COMPLETION NOTIFICATION" MEANS OUR WRITTEN NOTICE THAT THE BUILD IS COMPLETE AND THE VEHICLE IS READY FOR COLLECTION.

1.8 "OPTIONAL EXTRAS" MEANS ANY ADDITIONAL ITEMS OR UPGRADES BEYOND THE STANDARD EQUIPMENT, PAID FOR AT RESERVATION.

1.9 "STANDARD EQUIPMENT" MEANS THE ITEMS LISTED IN CLAUSE 2.

1.10 "CONSUMER" MEANS AN INDIVIDUAL ACTING WHOLLY OR MAINLY OUTSIDE OF THEIR TRADE, BUSINESS OR PROFESSION.

2. STANDARD EQUIPMENT

THE FOLLOWING ITEMS ARE INCLUDED AS STANDARD IN OUR CAMPER CONVERSIONS UNLESS OTHERWISE AGREED IN WRITING:

- GAS HOB UNIT
- SINK WITH CLEAN AND WASTE WATER TANKS
- BLACKOUT CURTAINS
- LED LIGHTS WITH DOUBLE SOCKETS
- LEISURE BATTERY
- 240 V ELECTRICAL SYSTEM
- LIGHTWEIGHT PLYWOOD FURNITURE
- POP-TOP ROOF (FOR 4-BERTH CONVERSIONS)
- MATCHING FRONT AND REAR SEATS
- ALTRO (OR EQUIVALENT) FLOORING
- FULLY LINED AND INSULATED INTERIOR
- ¾ ROCK-AND-ROLL BED
- PASSENGER-SIDE FRONT SWIVEL BASE

YOU ACKNOWLEDGE THAT THESE ITEMS FORM THE STANDARD SPECIFICATION AND ARE INCLUDED IN THE QUOTED PRICE.

3. OPTIONAL EXTRAS

OPTIONAL EXTRAS MAY BE ADDED TO FUTURE ORDERS AND MUST BE AGREED IN WRITING AT THE TIME OF RESERVATION.

ALL OPTIONAL EXTRAS ARE NON-REFUNDABLE AND MUST BE PAID FOR IN FULL ALONGSIDE THE DEPOSIT.

4. PRICE, VAT & PAYMENT

4.1 ALL PRICES QUOTED INCLUDE VAT AT THE UK STANDARD RATE.

4.2 SHOULD VAT OR ANY OTHER TAX RATE CHANGE BETWEEN ORDER AND COMPLETION, THE FINAL PRICE WILL BE ADJUSTED ACCORDINGLY.

4.3 THE DEPOSIT OF £250 IS PAYABLE UPON ORDER AND IS NON-REFUNDABLE, EXCEPT WHERE WE CANCEL THE CONTRACT.

4.4 THE BALANCE OF £ _____ MUST BE PAID BY BANK TRANSFER ONLY, IN CLEARED FUNDS NO LATER THAN 24 HOURS PRIOR TO COLLECTION.

4.5 TITLE (OWNERSHIP) REMAINS WITH US UNTIL THE FULL BALANCE HAS BEEN RECEIVED IN CLEARED FUNDS.

4.6 RISK PASSES TO YOU UPON COLLECTION FROM OUR PREMISES.

5. BUILD, COMPLETION & COLLECTION

5.1 ESTIMATED COMPLETION DATES ARE PROVIDED IN GOOD FAITH BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY, PARTS, OR UNFORESEEN DELAYS. TIME FOR COMPLETION IS NOT OF THE ESSENCE.

5.2 WHEN THE BUILD IS COMPLETE, WE WILL ISSUE A COMPLETION NOTIFICATION.

5.3 YOU MUST COLLECT THE VEHICLE WITHIN 10 WORKING DAYS OF THE COMPLETION NOTIFICATION.

5.4 FAILURE TO COLLECT WITHIN THIS PERIOD MAY RESULT IN LOSS OF YOUR DEPOSIT AND WE RESERVE THE RIGHT TO SELL THE VEHICLE TO ANOTHER CUSTOMER.

5.5 COLLECTION IS FROM OUR PREMISES AT UNIT 43, TWIN BROOK BUSINESS PARK, CLITHEROE, LANCASHIRE, BB7 1QX, UNLESS OTHERWISE AGREED IN WRITING.

6. SPECIFICATION & VARIATIONS

6.1 WHILE WE ENDEAVOUR TO MATCH ALL AGREED SPECIFICATIONS, IMAGES AND DESCRIPTIONS ON OUR WEBSITE OR ADVERTISING MATERIALS ARE ILLUSTRATIVE ONLY.

6.2 WE RESERVE THE RIGHT TO SUBSTITUTE MATERIALS OR COMPONENTS OF EQUAL OR SUPERIOR QUALITY IF ORIGINALS BECOME UNAVAILABLE, AND WILL NOTIFY YOU OF ANY SIGNIFICANT CHANGES.

6.3 ANY VARIATION REQUESTED BY YOU MUST BE AGREED IN WRITING AND MAY INCUR ADDITIONAL COST OR AFFECT COMPLETION TIME.

7. WARRANTY

7.1 WE PROVIDE A THIRD PARTY 6-MONTH COMPREHENSIVE MOTORHOME WARRANTY, PLEASE SEE SEPARATE TERMS AND CONDITIONS RELATING SPECIFICALLY TO THE WARRANTY PROVIDED.

7.2 THE WARRANTY CAN BE EXTENDED (UP TO 36 MONTHS), THIS MAY BE PURCHASED AT ADDITIONAL COST, UNDERWRITTEN BY AN EXTERNAL WARRANTY PROVIDER.

7.3 THE WARRANTY IS NON-TRANSFERABLE IF THE VEHICLE IS SOLD ON.

7.4 THE CAP PER CLAIM AND OVERALL LIABILITY ARE DETERMINED BY THE EXTERNAL WARRANTY COMPANY'S POLICY TERMS.

7.5 THIS WARRANTY DOES NOT COVER WEAR AND TEAR, MISUSE, ACCIDENT DAMAGE, THIRD-PARTY MODIFICATIONS, OR FAILURE TO MAINTAIN THE VEHICLE.

7.6 ANY CLAIM MUST FIRST BE MADE THROUGH THE WARRANTY COMPANY. WE WILL NOT AUTHORISE INDEPENDENT REPAIRS OR REIMBURSE THIRD-PARTY WORK UNLESS AGREED IN WRITING.

7.7 IF WE AGREE TO CONTRIBUTE TOWARD A REPAIR, YOU MUST ALLOW US TO USE OUR PREFERRED MECHANIC OR SUPPLIER.

7.8 FAILURE TO FOLLOW THIS PROCESS MAY VOID ANY WARRANTY OR REIMBURSEMENT ENTITLEMENT.

8. DEPOSIT, CANCELLATION & REFUNDS

8.1 THE £250 DEPOSIT IS NON-REFUNDABLE UNDER ALL CIRCUMSTANCES EXCEPT WHERE WE CANCEL THE ORDER.

8.2 IF WE CANCEL THE CONTRACT, ALL PAYMENTS RECEIVED (INCLUDING DEPOSIT) WILL BE REFUNDED IN FULL.

8.3 IF YOU CANCEL AFTER PLACING THE ORDER OR FAIL TO COLLECT WITHIN 10 WORKING DAYS, YOU FORFEIT YOUR DEPOSIT AND WE MAY RESELL THE VEHICLE.

8.4 OPTIONAL EXTRA PAYMENTS ARE NON-REFUNDABLE IN ALL CIRCUMSTANCES.

9. BUYER RESPONSIBILITIES

9.1 YOU ARE RESPONSIBLE FOR ENSURING THAT THE VEHICLE IS INSURED, TAXED, MOT'D (IF REQUIRED), AND ROAD-LEGAL PRIOR TO USE.

9.2 YOU MUST MAINTAIN THE VEHICLE ACCORDING TO MANUFACTURER AND WARRANTY GUIDELINES AND KEEP SERVICE RECORDS.

9.3 YOU MUST NOT USE THE CAMPER FOR HIRE, RENTAL, OR OTHER COMMERCIAL USE WITHOUT OUR WRITTEN CONSENT. THIS MAY AFFECT YOUR WARRANTY.

9.4 ANY UNAUTHORISED MODIFICATIONS (INCLUDING BUT NOT LIMITED TO PERFORMANCE RE MAPPING, ELECTRICAL, GAS, FIXINGS AND ACCESSORIES OR STRUCTURAL) WILL VOID ANY WARRANTY.

10. USAGE, OFF-ROAD & WEATHER CONDITIONS

10.1 OUR CAMPERS ARE DESIGNED FOR ON-ROAD LEISURE USE ON UK ROADS AND CAMPSITES ONLY. THEY ARE NOT BUILT FOR OFF-ROAD DRIVING, HEAVY-DUTY USE, OR EXTREME ENVIRONMENTS.

10.2 WE WILL NOT ACCEPT LIABILITY FOR DAMAGE CAUSED BY OFF-ROAD USE, OVERLOADING, OR MISUSE OF ANY FITTED COMPONENT.

10.3 YOU MUST FAMILIARISE YOURSELF WITH ALL MANUFACTURER GUIDELINES FOR SAFE USE DURING ADVERSE WEATHER, PARTICULARLY HIGH WINDS.

10.4 THIS INCLUDES SAFE USE OF POP-TOP ROOFS, AWNINGS AND EXTERNAL ACCESSORIES. DAMAGE CAUSED BY WIND, STORMS OR INCORRECT USAGE IS NOT COVERED BY ANY WARRANTY.

11. COMPLAINTS, DISPUTES & DIAGNOSTICS

11.1 ANY COMPLAINT OR DISPUTE MUST BE MADE IN WRITING TO US AT THE TRADING ADDRESS ABOVE.

11.2 YOU MUST PROVIDE ALL DIAGNOSTIC REPORTS, INVOICES, AND PAPERWORK REQUESTED BY US OR THE WARRANTY COMPANY.

11.3 CUSTOMERS MUST ALWAYS FIRST CLAIM VIA THE WARRANTY PROVIDER BEFORE CONTACTING US FOR SUPPORT.

11.4 WE WILL ACKNOWLEDGE AND RESPOND TO ALL WRITTEN COMPLAINTS WITHIN 30 DAYS OF RECEIPT.

12. LIMITATION OF LIABILITY

12.1 NOTHING IN THESE TERMS LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

12.2 WE SHALL NOT BE LIABLE FOR:

(A) LOSS OF PROFIT, REVENUE, CONTRACTS OR GOODWILL;

(B) INDIRECT OR CONSEQUENTIAL LOSS; OR

(C) DAMAGE CAUSED BY MISUSE, ACCIDENT, UNAUTHORISED REPAIR, NEGLECT OR FAILURE TO FOLLOW INSTRUCTIONS.

12.3 OUR TOTAL LIABILITY UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID BY YOU.

12.4 YOUR STATUTORY RIGHTS UNDER THE CONSUMER RIGHTS ACT 2015 ARE NOT AFFECTED.

13. FORCE MAJEURE

WE SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS WHERE SUCH DELAY OR FAILURE RESULTS FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO SUPPLIER DELAYS, PARTS SHORTAGES, STRIKES, EXTREME WEATHER, FIRE, FLOOD, OR OTHER ACTS OF GOD.

14. DATA & PRIVACY

WE WILL USE AND STORE YOUR PERSONAL INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY (AVAILABLE ON REQUEST OR VIA OUR WEBSITE). BY ENTERING THIS CONTRACT YOU CONSENT TO SUCH USE FOR THE PURPOSES OF ORDER FULFILMENT, WARRANTY REGISTRATION AND AFTER-SALES COMMUNICATION.

15. GOVERNING LAW & JURISDICTION

THESE TERMS AND ANY DISPUTE ARISING FROM THEM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES.

YOU AND WE SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES.

16. ALLOY WHEELS AND FIXINGS

OUR CAMPER CONVERSIONS MAY BE SUPPLIED WITH BRAND NEW ALLOY WHEELS. AS WITH ALL NEWLY FITTED WHEELS, THE WHEEL NUTS AND BOLTS MUST BE CHECKED AND RE-TORQUED AFTER THE FIRST 30 MILES OF DRIVING TO ENSURE THEY REMAIN CORRECTLY TIGHTENED.

YOU ARE RESPONSIBLE FOR CARRYING OUT THESE CHECKS AND FOR ENSURING THAT ALL WHEEL FIXINGS ARE INSPECTED REGULARLY, PARTICULARLY BEFORE ANY LONG JOURNEY.

IT IS NORMAL FOR FIXINGS TO "SETTLE" DURING INITIAL USE, WHICH CAN RESULT IN SLIGHT LOOSENING. WE ACCEPT NO LIABILITY FOR ANY DAMAGE OR ISSUES ARISING FROM FAILURE TO CARRY OUT THESE SAFETY CHECKS AS ADVISED.

17. VEHICLE REJECTION AND RETURNS

IN THE UNLIKELY EVENT THAT YOU WISH TO REJECT THE VEHICLE AFTER MEDIATION OR DISPUTE RESOLUTION, THE FOLLOWING TERMS APPLY:

17.1 ANY REJECTION MUST BE AGREED TO IN WRITING BY US FOLLOWING A FULL INSPECTION AND MEDIATION PROCESS.

17.2 SHOULD WE AGREE TO ACCEPT THE REJECTION, THE VEHICLE MUST BE RETURNED BY YOU, AT YOUR COST, TO OUR PREMISES AT UNIT 43, TWIN BROOK BUSINESS PARK, CLITHEROE, LANCASHIRE, BB7 1QX. BY RETURNING THE VEHICLE DIRECTLY, YOU WAIVE ANY RIGHT UNDER THE CONSUMER RIGHTS ACT 2015 FOR US TO ARRANGE COLLECTION.

17.3 THE VEHICLE MUST BE RETURNED IN ITS ORIGINAL CONDITION, INCLUDING ALL DOCUMENTATION, KEYS, AND ACCESSORIES. ANY DAMAGE, MODIFICATION, OR MISSING PARTS WILL BE ASSESSED AND THE COST OF REPAIR OR REPLACEMENT WILL BE DEDUCTED FROM ANY REFUND.

17.4 IF WE AGREE TO ACCEPT THE REJECTION, THE FOLLOWING DEDUCTIONS WILL APPLY:

- DEPRECIATION CHARGE: £3,000 TO ACCOUNT FOR THE VEHICLE NO LONGER BEING CLASSED AS A "BRAND NEW, UNUSED CONVERSION."
- MILEAGE CHARGE: £1 PER MILE DRIVEN FROM THE DATE OF COLLECTION.
- TIME-BASED DEPRECIATION: FOR REJECTIONS OCCURRING AFTER 1 MONTH OF OWNERSHIP, AN ADDITIONAL £500 PER MONTH (OR PART THEREOF) WILL BE DEDUCTED TO COVER ONGOING DEPRECIATION.

17.5 ANY REFUND DUE, AFTER APPLICABLE DEDUCTIONS, WILL BE MADE WITHIN 30 DAYS OF THE VEHICLE BEING RETURNED AND INSPECTED.

17.6 THESE DEDUCTIONS ARE INTENDED TO REFLECT GENUINE LOSSES IN VALUE AND RESALE POTENTIAL, AND DO NOT AFFECT YOUR STATUTORY RIGHTS.

18. VEHICLE COLLECTION AND ACCEPTANCE

18.1 UPON COLLECTION OF THE VEHICLE, YOU ARE RESPONSIBLE FOR CARRYING OUT A FULL INSPECTION OF BOTH THE VEHICLE AND CONVERSION BEFORE LEAVING OUR PREMISES. THIS INCLUDES, BUT IS NOT LIMITED TO, CHECKING THE PAINTWORK, BODYWORK, WINDSCREEN, DASHBOARD (FOR ANY WARNING LIGHTS), TYRES, INTERIOR FITTINGS, AND ALL INSTALLED EQUIPMENT.

18.2 YOU MUST NOTIFY US IMMEDIATELY, PRIOR TO DEPARTURE, OF ANY ISSUES, CONCERNS, OR DISCREPANCIES IDENTIFIED DURING THIS INSPECTION.

18.3 BY TAKING THE VEHICLE FROM OUR PREMISES, YOU CONFIRM THAT YOU HAVE:

- CONDUCTED A SATISFACTORY INSPECTION OF THE VEHICLE AND CONVERSION;
- RECEIVED AND UNDERSTOOD A COMPREHENSIVE HANDOVER AND DEMONSTRATION OF ALL FEATURES AND FUNCTIONS;
- FOUND THE VEHICLE AND CONVERSION TO BE AS DESCRIBED, COMPLETE, AND SATISFACTORY IN ALL RESPECTS.

18.4 ONCE THE VEHICLE HAS LEFT OUR PREMISES, ANY SUBSEQUENT CLAIM FOR VISIBLE DEFECTS, COSMETIC ISSUES, OR ITEMS THAT COULD REASONABLY HAVE BEEN IDENTIFIED DURING INSPECTION MAY NOT BE ACCEPTED.

18.5 YOU ACKNOWLEDGE THAT ANY USER ERROR, MISUSE, OR FAILURE TO FOLLOW THE OPERATING INSTRUCTIONS PROVIDED DURING HANDOVER MAY RESULT IN DAMAGE OR FAULT, FOR WHICH WE WILL NOT BE HELD LIABLE.

19. ENTIRE AGREEMENT

THESE TERMS, TOGETHER WITH ANY WRITTEN ORDER CONFIRMATION, REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US. NO VARIATION SHALL BE VALID UNLESS AGREED IN WRITING BY BOTH PARTIES.

20. ACKNOWLEDGEMENT

BY PAYING THE DEPOSIT, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS & CONDITIONS IN FULL.

SIGNATURE SECTION (FOR MANUAL CONTRACTS)

PURCHASER NAME: _____

SIGNATURE: _____

DATE: _____

FOR N W CUSTOMS LTD T/A NORTH WEST CAMPERS

AUTHORISED REPRESENTATIVE: _____

DATE: _____