Tickners Trailers Ltd

Custom Built Box Trailers

"Behind you all the way"

TERMS AND CONDITIONS OF BUSINESS

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Our terms

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 carefully before you submit your Order to us. 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 think that there is a mistake in these terms, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in red and those specific to businesses only are in blue.

1.4 **If you are a business customer this is our entire agreement with you**. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are**. We are Tickners Trailers Limited a company registered in England and Wales. Our company registration number is 7755259 and our registered office is at The Boathouse Business Centre, Harbour Square Nene Parade, Wisbech, Cambridgeshire PE13 3BH. Our registered VAT number is 925780011.

2.2 **How to contact us**. You can contact us by telephoning our customer service team at 01945 881120, by writing to us at trailers147@gmail.com or at our business address at 34, Old Church Road, Terrington St John, Wisbech Cambridgeshire PE14 7XA, or by sending us a text message or Whatsapp © to 07940378884.

2.3 **How we may contact you**. If we have to contact you we will do so by telephone, Whatspp © or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails**. When we use the words "writing" or "written" in these terms, this includes emails.

Definitions

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Applicable Data Protection Laws: means:

(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the parties are subject, which relates to the protection of personal data.

Bespoke Modifications: shall mean any optional extras including but not limited to side doors, ramps, shaped fronts, karting additions, roof bars, front box, colour choices, extra prop stands and any other extra parts required from time to time which are not included in any standard base model Products.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business

Certificate of Conformity: shall mean the certificate provided to you upon Delivery which states the final specification of the entire Product, its individual serial number, type, and any Bespoke Modifications of the Product.

Contract: the contract between us and you for the sale of Products in accordance with these Terms.

Commencement Date: has the meaning given in clause 3.1.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Dealer: the person or firm who purchases the Products from us for the purposes of re-sale or hire.

Delivery: shall mean when the Product has either been collected by you, or someone authorised by you, or as the case may be, delivered, unloaded and signed for to the Delivery Location by us.

Delivery Location: has the meaning given in clause 7.1.

Emergency Event: as defined in clause 18.

EU GDPR: means the General Data Protection Regulation (*(EU) 2016/679*), as it has effect in EU law.

Force Majeure Event: an event, circumstance, or cause beyond a party's reasonable control.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the order for the Products received by you, as set out in the Order Confirmation.

Order Confirmation: shall means the email sent by us to you upon receiving a request for, and payment of an Order.

Premises: shall mean our commercial premises based at 34 Old Church Road, Terrington St John, Wisbech, Cambridgeshire, PE14 7XA.

Product(s): the standard trailer products (or any part of them) set out in the Order.

Services: the manufacture of commercial trailers, including installations or any additional Bespoke Modifications, Significant Changes and the provision of Warranty Work.

Significant Change: Any changes to the Product which are reasonably disproportionate to the standard trailer, so as to render the Product difficult to re-sell, hire or store. These include but are not limited to, axle size, outlandish colours or ANY changes before 5 Business Days prior to Delivery.

Storage Costs: Storage is charged at £10/day (including VAT) until the Product isdelivered to you, collected by you disposed of by us in accordance with clause 7.11 or 7.12.

Supplier: shall mean any supplier which we use to obtain materials, equipment, workmanship, software or IT processes in order to produce the Products.

Terms: the terms and conditions set out in this document as amended from time to time in accordance with clause 20.6.

After Care Sheet: the Product pack that is provided by us to you, and to our Dealers for onward passing to you that includes any keys for the Product (including trailer doors or coupling) and the Certificate of Conformity.

UK Data Protection Legislation: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Warranty: as set out in clause 11.5.

Warranty Work: works required to be carried out by us under the terms of the Warranty.

Website: www.ticknertrailers.co.uk.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order**. Our acceptance of your Order will take place when we contact you and send you our Order Confirmation in writing, at which point a contract will come into existence between you and us ("**Commencement Date**").

3.2 No Contract for the provision of Services shall come into existence until your Order is accepted by the earliest of : a) our written acceptance; b) us commencing the supply of the Services; or c) us sending to you an invoice.

3.3 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Products or illustrations or descriptions of the Services contained in the our Website or any of our catalogues or brochures are issued and published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Contract or have any contractual force.

3.4 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose. When selling Products to a Dealer, you are reminded that the Contract for the sale of the Products is between the Dealer and us on the basis of these Terms and to the exclusion of any other terms and conditions. There is no contractual relationship between any end user of the Dealer and us.

3.5 No variation of the Contract shall be valid unless it is in writing and signed by both parties.

3.6 All of these Terms shall apply to the supply of both Products and Services except where application to one or the other is specified.

3.7 The Terms are deemed to be incorporated into and to form part of any Contract between us and all orders accepted by us are subject thereto. In the event of your official Order Confirmation or other documents containing special conditions, it is a term and condition of any Contract between you and us as a company that such conditions are binding only insofar as they are not at variance with the Contract incorporating these Terms.

3.8 **Payment.** Once you have received an Order Confirmation from us, work shall commence in preparing the Product(s), subject to any circumstances detailed in clause 5.

A full invoice for the Order shall be raised by us at the point whereby the Products are ready for Delivery to the Delivery Location, and we have contacted you to inform you of this. Full payment is to be made prior to the Products being delivered.

3.9 **If we cannot accept your order**. If we are unable to accept your Order, we will inform you of this in writing 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.

3.10 **Your order number**. We will assign a serial number to your Order and tell you what it is when we accept your Order. A serial number is only relevant to a Product which has been built entirely by us. Your serial number will be stated on your Order Confirmation, invoice, Certificate of Conformity and on the “data plate” of the Product if we havemanufactured the Product for you.

3.11 **We only sell to the UK (excluding Northern Ireland) and Channel Islands**. Our Website is solely for the promotion of our Products in the UK and Channel Islands. Unfortunately, we do not accept Orders from or deliver to addresses outside the UK and Channel Islands, including Northern Ireland. Please note that when we accept Orders form the Channel Islands the following provisions apply: a) We will not provide for any delivery to ports and b) collection will be from our Premises.

4. OUR PRODUCTS

4.1 **Products may vary slightly from their pictures**. The images of the Products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the Product accurately reflects for example, the colour of the Products. Your Product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Products are handmade, all sizes, weights, components, materials, capacities, dimensions and measurements indicated on our Website, we reserve the right to provide our Products to you within a reasonable tolerance.

4.2 Sizes, measurements and descriptions of our Products are provided as guidance, and we cannot guarantee exact consistency of size, material, proportion, colour or shade. We cannot accept liability for any such reasonable variations.

4.3 **Making sure your measurements are accurate**. If we are making the Product to measurements you have given us you are responsible for ensuring that these measurements are correct.

4.4 **Products which are bespoke to your specifications**. If you have placed an Order with us which is wholly to your Bespoke Modifications, any similar illustrations on our Website do not relate to your Order. By placing an Order with us for such Products or Services, you accept that the Products supplied may vary from the agreed specifications. These variations include, but are not limited to, variation in colour, catches, handles, doorlocks, material, sizes, weights, attachments, position and size.

4.5 It is your responsibility to check your drivers licence on what you can tow and your towing vehicle's capacity. You must ensure that all loads inside the Product are correctly balanced and secured within the payload of that particular Product. You must always ensure that the Product is correctly attached to the towing vehicle and well balanced for towing. This includes you checking the fitness for purpose, the tow ball height and the electrics of the towing vehicle.

5. YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the Product you have ordered please contact us. 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.

5.2 Excluding Orders for Products which include Bespoke Modifications, all efforts must be made to inform us of a change within 14 days of the Order being placed, and not 14 days from the Order Confirmation. Please bear in mind that availability and or cost of particular materials and other elements of the Products vary on a 2-4 day basis, and that any Significant Change to an Order may effect the total cost of the Product or indeed effect the estimated Delivery. We shall not be liable to any delay in Delivery of the Product if it is as a result of a Significant Change to your Order.

5.3. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract. As some of our Products are or can include Bespoke Modifications and made to the measurements provided by you (see clause 8 Your rights to end the contract) we may deduct reasonable costs of compensation for net costs incurred from the monies you have paid to us on placing the Order for any Products which are deemed unsaleable due a Significant Change made.

5.4. Any additional parts to a Product which has been ordered, are non-refundable unless defective at which point clause 11 shall apply.

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the Products**. We may change the Product:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a safety threat. These changes will not affect your use of the Product.

6.2 **More significant changes to the Products and these terms**. In addition, as we informed you in the description of the Product on our Website, we may make changes to these terms or the Product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 **Delivery costs**. If you have purchased your Product from us, then this can be collected by you from our Premises. If you have purchased a Product from one of our Dealers, then please

arrange collection directly with that Dealer (please see a list of Dealers on our Website or contact our office for further details). We can at your written request deliver the Product to a differing address ("Delivery Location") and we will provide you with details of our delivery charges before you decide whether you would like to pay for us to deliver the Product to you. If you arrange for your Product to be delivered by one of our Dealers, please contact them direct to discuss any further charges. Delivery charges vary for each Delivery Location.

7.2 You will be charged a Storage Costs of £10.00 per day (including VAT) for Products not delivered or collected within 14 days of us having told you that they are ready for collection/Delivery. This daily Storage Cost will be charged from day 15 after we have informed you that the Product is ready for collection/Delivery until the Product has been collected, delivered or until we have brought the contract to an end under clause 15. Any Storage Costs will be charged in addition to the price of the Product and any charge for delivery.

7.3 **When we will provide the products**. During the order process we will let you know when we imagine we will provide the Products to you. We shall use all our reasonable endeavours to provide you with an estimated Delivery date, however we cannot guarantee this.

7.3.1 **If the products are goods**. If the products are goods we will inform you by e-mail or telephone once your Product is ready for collection by you from our Premises or one of our Dealers (or Delivery by us if you have decided to pay for that service). All Products must be either collected or delivered within 14 days of us informing you that they are ready for collection/Delivery. All Products must be paid for in full **before** collection by a third party or Delivery and must be paid for **on** collection when collected by you in accordance with clause 3.8.

7.3.2 **If the products are one-off Services** such as the any Warranty Work carried out on the Product, we will begin the Services on the date agreed with you prior to sending you an Order Confirmation. The estimated completion date for the services is as told to you on the Order Confirmation.

7.4 Risk in the Products shall pass to you on Delivery.

7.5 Title to the Products shall not pass to you until we receive payment in full (in cash or cleared funds) for the Products or Services and all other sums that are or that become due from you.

7.6 **We are not responsible for delays outside our control**. If our supply of the Products is delayed by an Force Majeure Event, an Emergency Event or any other event outside of our control, including but not limited to supplier issues, 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. Provided we do this we will not be liable for delays caused, but if there is a risk of substantial delay, namely more than 6 months from estimated Delivery, you may contact us in accordance with clause 9.

7.7 **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 on Business Days. **You must call us at least two Business Days in advance to arrange collection and make sure that we will be at the Premises when you intend to collect the Product**. Please remember all Products must be paid for in full **before** collection by a third party or delivery and must be paid for **on** collection when collected by you.

7.8 If you engage with a third party /delivery services in order to collect or have your Products delivered to a Delivery Location, then Delivery shall be completed when the third party courier service takes control of the Products from our Premises, or the premises of any of our Dealers.

7.9 **Timeslots for Delivery are approximate and you must be present when the Product is delivered.** Due to staffing, weather and traffic conditions time slots for Delivery are

approximate only. We require you to be present when we arrive to deliver the Product so you can confirm its receipt and indicate to us where it is to be parked at your risk. In any event delivery time is not of the essence.

7.10 **If you are not at present when the product is delivered**. If no one is available at the Delivery Location to take Delivery and we do not consider it practicable or safe to leave the Product unattended whilst you are absent, we will leave you a note informing you of how to rearrange Delivery. This will be subject to additional costs.

7.11 **If you do not re-arrange delivery**. If you do not collect the Product from us or one of our Dealers as arranged or if, after a failed delivery to you and you do not rearrange delivery, we will contact you for further instructions and may charge you for Storage Costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection, we reserve the right to serve notice to you to allow us to deliver the Product, and if this is not carried out within 6 months, we shall dispose of your goods and pass any additional costs of doing so to you.

7.12 **If you fail to collect the Product after we have provided Services**. If you fail to collect the Product from our Premises after we have carried out our Services including Warranty Work, and we have told you that the Product is ready for collection, we will charge you Storage Charges. If, despite our reasonable efforts, we are unable to contact you or you fail to collect the Product, we reserve the right to serve notice to you to collect the Product, and if this is not carried out within 6 months, we shall dispose of your Product.

7.13 **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. If so, this will have been stated in the description of the Products on our Website or in an e-mail from us before we have sent you our Order Confirmation in writing. We will contact you in writing to ask for this information. 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 (and clause 10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

7.14 We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. If information has been requested by us on the location for parts but no instructions have been given by you, we will either supply the parts loose or place the parts in such location as we see fit.

7.15 **Replacements Documents** On collection/Delivery of the Products you will be provided with the After Care Sheet for the Product. We recommend that you read and consider the After Care Sheet carefully and take a copy of our invoice for future use and in case you losethe original document. If we agree to provide replacement documents then we will only do so to you and subject to the following administration charges which are inclusive of VAT: Replacement invoices £10.00, replacement Certificates of Conformity £20.00.

7.16 **All replacement documents shall be provided in electronic form only, and no hardcopy replacements shall be provided by us.**

7.17 **Reasons we may suspend the supply of products to you**. We may have to suspend the supply of a Product to:

7.17.1 deal with technical problems or make minor technical changes;

7.17.2 make changes to components of the Product due to material or supplier issues, including part shortages;

7.17.3 update the Product to reflect changes in relevant laws and regulatory requirements;

7.17.4 make changes to the Product as requested by you or notified by us to you (see clause 6).

7.18 **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. If we have to suspend the Product for longer than 6 months from the estimated Delivery, we will adjust the price so that you do not pay for Products while they are suspended. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 6 months from the estimated Delivery and we will refund any sums you have paid in advance for the Product in respect of the period after you end the contract.

7.19 **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 (see clause 13.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice (see clause 13.8). We will not charge you for the Products during the period for which they are suspended. As well as suspending the Products we can also charge you interest on your overdue payments (see clause 13.7).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **You can always end your contract with us**. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

8.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the Product repaired or replaced or to get some or all of your money back), **see** clause 11.3 if you are a consumer and clause 12 if you are a business;

8.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2; or

8.1.3 **If you are a consumer and have just changed your mind about the product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.

8.2 **Ending the contract because of something we have done or are going to do**. If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any Products which have not been provided. The reasons are:

8.2.1 we have told you about an upcoming change (excluding any changes in accordance with clause 6.1, 7.17.3 or 7.17.4) to the Product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

8.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control in accordance with clause 18.1;

8.2.4 we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 months; or

8.2.5 you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013)**. If you are a consumer then for most Products purchased you have a legal right to change your mind within 14 days from the Order Confirmation and receive a refund. These rights are covered under the Consumer Contracts Regulations 2013.

8.4 **When consumers do not have a right to change their minds**. Any of our Products which have had Significant Changes done to them and made to your specification and or are personalised you do not have an automatic right to change your mind and cancel your Order (Regulation 28 Consumer Contracts Regulations 2013).

8.5 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

8.5.1 **Have you purchased Services (for example, Warranty Work)?** If so, you have 14 days after the day we send to you the Order Confirmation to confirm we accept your Order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

8.5.2 **Have you purchased Products?**, if so you have 14 days after the day you (or someone you nominate) receive Delivery of the Product.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 **Tell us you want to end the contract**. To end the contract with us, please let us know by doing one of the following:

9.1.1 **Phone or email**. Call customer services on 01945 881120, send us an instant message via Whatsapp © on 07940378884 or email us at trailers147@gmail.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **Returning Products after ending the contract**. If you end the contract for any reason after Products have been delivered to you or you have received them, you must return them to us. You must either return the Product in person to the Dealer from where you bought them or allow us to collect them from you. Please call customer services on 01945 881120, send us an instant message via Whatsapp © on 07940378884 or email us at trailers147@gmail.com to arrange collection.

9.3 **When we will pay the costs of return**. We will pay the costs of return:

9.3.1 if the Products are faulty or misdescribed; or

9.3.2 if you are ending the contract because we have told you of an upcoming change to the Product or these terms, an error in pricing or description, a delay in Delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return if applicable.

9.4 **What we charge for collection**. If you are responsible for the costs of return and we are collecting the Product from you, we will charge you the direct cost to us of collection.

9.5 **How we will refund you**. If you are entitled to a refund under these terms we will refund you the price you paid for the Products including delivery costs, by the method you used for payment. If you have purchased a Product via one of our Dealers, then you must seek a refund from that Dealer.

9.6 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind**. If you are exercising your right to change your mind:

9.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Product, if this has been caused by your handling them in a way which would not be permitted by the After Care Sheet. If we refund you the price paid before we are able to inspect the Product and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2 The maximum refund for delivery costs will be the costs of Delivery by the least expensive delivery method we offer. For example, if we offer Delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option. If you are collecting the Product then no charge shall apply.

9.6.3 Where you have ordered a Service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 **When your refund will be made**. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

9.7.1 If the Products have not been offered by us to collect them, your refund will be made within 7 days from the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.

9.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **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:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product;

10.1.3 you do not, within a reasonable time, allow us to Deliver the Products to you or collect them from us.

10.2 **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the Product**. We may write to you to let you know that we are going to stop providing the Product and will refund any sums you have paid for Products which will not be provided.

10.4 **Refund and Cancellation**. We reserve the right to cancel an Order at any time with a full refund of any money paid by you.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 Customer service is important to us. Unless otherwise agreed in writing, and always subject to the availability of partsrequired for any repairs, we will start carrying out those repairs or Warranty Works within 5 working days of being notified. At time of high demand it is possible that we not be able to start work on your Product within that period of time. We reserve the right to sub- contract or recommend another Supplier on those occasions when we are unable to provide Warranty Work or repair workswithin a timescale we consider reasonable.

11.2 **How to tell us about problems**. If you have any questions or complaints about the Product, please contact us. You can telephone our customer service team at 01945 881120 email us at trailers147@gmail.com. Unless the fault lies with Tickners Trailers Limited or the problem in question is covered by our Warranty in clause 11.5 there will be a charge for inspection, labour, parts, materials and any subsequent work involved.

11.3 **Summary of your legal rights**. We are under a legal duty to supply Products that are in conformity with these terms. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. Subject to certain exceptions, all Products will have to be as described, fit for purpose and of satisfactory quality.

11.4 **Your obligation to return rejected Products**. If you wish to exercise your legal rights to reject Products you must either return them in person to us at our Premises, or to the Dealer of which you purchased the Product from or allow us to collect them from you. Please call customer services on 01945 88112 or email us at trailers147@gmail.com.

11.5 **Warranty**. Our Products come with a 12 month return to base warranty ("**Warranty**") from the date of purchase from us. If you purchase a Product from one of our Dealers, the Warranty shall be up to 18 months and begin from the date of your purchase from that Dealer (collectively the "**Warranty Period**").

11.6 Our Product Warranty only applies to new Products, and shall not apply to any demonstration Products, prototype models, hire fleet Products or any second hand Products purchased outside of the Warranty Period.

11.7 At our discretion we will repair or replace Products found to have defective materials or workmanship at no charge. Please note that damage due to overloading, defects which arise as a result of your drawing or design, use for a purpose other than that for which the Product is designed, misuse in accordance with the After Care Sheet, fair wear and tear, third party damage, modification in any way, incorrectly balanced loads and lack of general maintenance will invalidate the Warranty. Tyres are excluded from our Warranty, as are any components of the Product which are covered by a warranty from their manufacturer. The Warranty is provided to you only and is not transferable.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

12.1 If you are a business customer we warrant that on delivery, and for the duration of the Warranty Period, any Products which are goods shall:

12.1.1 conform with their description and any relevant specification;

12.1.2 be free from material defects in design, material and workmanship;

12.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

12.1.4 be fit for any purpose held out by us.

12.2 Subject to clause 12.3, if:

12.2.1 you give us notice in writing during the Warranty Period within a reasonable time of discovery that a Product does not comply with the Warranty set out in clause 12.1;

12.2.2 we are given a reasonable opportunity of examining such Product; and

12.2.3 you return such Product to us if possible at our cost, (if this is not possible we shall collect the Product from you at no additional charge)

we shall, at our option, repair or replace the defective Product, or refund the price of the defective Product in full.

12.3 We will not be liable for a Product's failure to comply with the Warranty in clause 12.1 if:

12.3.1 you make any further use of such Product after giving a notice in accordance with clause 12.2.1;

12.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice, including information provided in the After Care Sheet;

12.3.3 the defect arises as a result of us following any drawing, design or specification supplied by the one of your customer's;

12.3.4 you alter or repair the Product without our written consent; or

12.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

12.4 You or any Dealer shall, prior to sale to an end customer:

12.4.1 store the Products in suitable conditions and protected from any adverse effects of exposure to the weather conditions;

12.4.2 not use the Products nor permit others to use the Products in any way or fashion which would result in any damage to the Products or cause any wear and tear to the Products, including for the avoidance of doubt the hiring or letting of the Products or personal use of the Products for transporting loads, or any uses or actions/omissions not in line with the After Care Sheet.

12.5 Except as provided in this clause 12, we shall have no liability to you in respect of a Product's failure to comply with the Warranty set out in clause 12.1.

12.6 These terms shall apply to any repaired or replacement Products supplied by us under clause 12.2.

13. PRICE AND PAYMENT

13.1 **Where to find the price for the product**. The price of the Product (which includes VAT) will be the price agreed when you placed your Order. Quotations are only valid for a period of 14 days unless otherwise agreed or informed otherwise in writing by us in accordance with clause 6 and/or clause 19. We take all reasonable care to ensure that the price of the Product advised to you is correct.

However please seeclause 13.4 for what happens if we discover an error in the price of the Product you Order. We will not deal with any potential claims for refund of VAT and it is your responsibility to make any claims for refund of VAT to which you maybe entitled.

13.2 **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.

13.3 VAT is applicable on all Products and Services, including if a purchase has been made from the Channel Islands.

13.4 **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 so that, where the Product's correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the Product's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Products provided to you.

13.5 **When you must pay and how you must pay**. We accept payment with via cash or BACS only. When you must pay depends on what Product you are buying:

13.5.1 For **Products**, you must pay for the Products before we allow collection by you, or we Delivery the Product to you.

13.5.2 For **Services**, if you are a Consumer, we reserve the right to demand payment of 50% of the price of the Services before we start providing them. We will invoice you for the balance of the price when wehave completed them. You must pay each invoice prior to collecting your Product after the Services have been completed.

If you are a Business customer, we shall issue you with an invoice at completion of the Services, or (as the case may be) when the Product is ready for collection/Delivery. Payment of our invoice shall be in accordance with clause 3.8.

13.6 **Our right of set-off if you are a business customer**. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13.7 **We can charge interest if you pay late**. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.8 **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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

14.1 **We are responsible to you for foreseeable loss and damage caused by us**. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable, including but not limited to any direct or indirect consequential loss and loss of profit. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 **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 including the right to receive Products which are as described and match information we provided to you, of satisfactory quality, fit for any particular purpose made known to us, supplied with reasonable skill and care and for defective Products under the Consumer Protection Act 1987.

14.3 **We are not liable for business losses**. If you are a consumer we only supply the Products for to you for domestic and private use. If you use the Products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

15.1 Nothing in these terms shall limit or exclude our liability for:

15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

15.1.2 fraud or fraudulent misrepresentation;

15.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

15.1.4 defective products under the Consumer Protection Act 1987; or

15.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 You as a business customer shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legalcosts (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of the Product. This clause 15.3 shall survive termination of the Contract.

15.4 We reserve the right to amend the Products if required by any applicable statutory or regulatory requirement, and we shall notify you in any such event.

15.5 Subject to clause 15.1:

15.5.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct or indirect consequential loss arising under or in connection with any contract between us; and

15.5.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £2.5 million.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information to supply the Product to you, to process payment for the Product, to respond to your enquiries about a Product and our guarantee and when we comply with all our statutory and regulatory obligations.

17. DATA PROTECTION

17.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 17, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

18. FORCE MAJEURE

18.1 Neither party shall be in breach of the Contract or these Terms nor liable for delay in performing, or failure to perform, any of its obligations under the Contract or these Terms if such delay or failure result from a Force Majeure Event. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed and the party not affected may terminate the Contract by giving 30 days' written notice to the affected party

18.2 **Emergency Events**. An Emergency Event shall be any of the following:

18.2.1 Either us, one of our Dealers, our Suppliers, or you as our customer has received a positive diagnosis and / or test of an illness or disease, whether bacterial, infectious, or viral, which includes such illnesses and diseases caused (whether it be directly or indirectly by an epidemic or pandemic and has been ordered to self-isolate as a matter of urgency; or

18.2.2 If any of the above parties have been in contact with someone who has received such diagnosis / or positive test referred to in clause 18.2.1 and has been ordered to self-isolate for 10 or more days.

19. FORCE MAJEURE STATEMENT

In addition to, and in conjunction with our Terms and Conditions, if in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports of the Products of materials required for the Products, for any reason caused by a Force Majeure Event, Emergency Event or any other unforeseen circumstance out of our control, ("**Increases**"), then:

19.1.1 We shall bear the costs incurred by the us in performing our obligations under this statement and under these Terms up to a maximum 2% of the Increases since the price for the Products were last agreed;

19.1.2 If the Increases exceed 2%, then you shall bear the cost of the additional Increases;

19.1.3 We shall not be liable to contribute to any Increases incurred by you in performing its obligations under this statement or under these Terms;

19.1.4 If the price of the Products agreed is at least 10% lower than the market value for similar goods, then we reserves our right to amend the price of the Products to reflect the market value in accordance with this statement and these Terms.

Any changes imposed as stated above, shall not terminate or alter (or give any party a right to terminate or alter) a party's obligations created by this statement, these Terms, or invalidate any of its content or discharge or excuse performance under them. If there is an inconsistency between the provisions of this statement and any other provision of these Terms, then the provisions of this statement shall prevail.

20. OTHER IMPORTANT TERMS

20.1 **We may transfer this agreement to someone else**. We may transfer our rights and obligations under these terms to another organisation.

20.2 **Notices**. Unless specifically expressed to be in writing, any notice or other communication given under theContract may be given in writing, e-mail or communicated verbally. Notices in writing shall be posted , e-mailed or faxed to the place of business or residence of the person to who it is addressed and shall be deemed to havebeen received, in the case of fax or e-mail transmission on the day of transmission and in case of notice given by post, within two days of posting.

20.3 **Severance**. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modificationis not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of aprovision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

20.4 **Waiver**. No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

20.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnershipor joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

20.6 **We reserve our right to amend these Terms**. These Terms are subject to variation from time to time by us. We shall inform you in writing if these Terms have been changed and provide you with an updated copy.

20.7 **Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

20.8 **If a court finds part of this contract illegal, the rest will continue in force**. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.9 **Even if we delay in enforcing this contract, we can still enforce it later**. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

20.10 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer**. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

20.11 **Which laws apply to this contract and where you may bring legal proceedings if you are a business**. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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