

## Bespoke Traffic and Highway Solutions Ltd - Terms & Conditions

These Terms and Conditions apply to all Vehicle construction and conversion Services provided by Bespoke Traffic and Highway Solutions Ltd (trading as BT-HS), a company registered in England and Wales under number 11334771, whose registered office address is at Twin Lakes Industrial Estate, Bretherton Road, Croston, PR26 9RF ("the Company/we/us/our").

Please read these terms and conditions carefully, you should understand that by booking with us, you agree to be bound by these terms and conditions.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Customer/You/Your" means the individual requiring the Services.

"Fee" means the Fee payable for the Services including parts, labour, VAT, and any additional charges.

"Manufacturer" means the Manufacturer of the Vehicle.

"Quotation" means a document giving the total Fee of the Services.

"Services" means the Vehicle construction; and

"Vehicle" means the Vehicle supplied by You, us or a Manufacturer, the subject of the Services.

"Specification" Any Specification as described in the Quotation or Estimate by us in accordance with Clause 10 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "Writing," and any cognate expression, includes a reference to any communication affected by electronic or facsimile transmission or similar means.

1.2.2 A statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.2.3 "These Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time.

1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions; and

1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.2.6 The headings used in these Terms and Conditions are for convenience only and will not affect the interpretation of these Terms and Conditions; and

1.2.7 Words signifying the singular shall include the plural and vice versa.

### 2. Quotations and Estimates

2.1 For us to provide a Quotation or Estimate for the Services, you may be required to bring a Vehicle to us or provide us with a suitable CAD drawing of the proposed Vehicle. Any Vehicle will be stored for 30 days, and the time period after this date shall be chargeable at our current daily storage rate.

2.2 We may provide a Quotation based on photographs You supply to us, though this may not be accurate, and You will be required to bring the Vehicle to us for a formal Quotation which shall be sent in writing.

2.3 The Quotation may be subject to change, and we will inform You of any changes.

2.4 Our Quotations remain open for 14 days, and they may change depending on parts and material prices.

### 3. Contract

3.1 If You accept the Quotation or Estimate in writing this binding contract between You and us shall become in existence. We shall then provide a date and time for You to bring Your Vehicle to us, or in the event of a new Vehicle Manufacturer order, we shall confirm the estimated delivery of the chassis from the Manufacturer.

3.2 Any time estimates are given as a guide only and time is not the essence of the contract.

3.3 Your Vehicle or any Vehicle supplied by the Vehicle Manufacturer must be brought in at the agreed time, otherwise the Services may be delayed, and any Quotation completion time may also be delayed.

3.4 Should You leave Your Vehicle at or outside of our premises outside of working hours (0900-1700 Monday to Friday), we shall have no responsibility for any loss or damage to such.

3.5 The Specification or other details given in any online images, catalogue brochure or other medium is approximate only and the use of such information shall not be used to constitute a sale by description.

3.6 We reserve the right to amend the Specification in such a manner to meet any applicable regulatory or statutory requirement, should such an instance occur we shall notify You of this.

### 4. Fees and Payment

4.1 At the time of acceptance, you may be required to pay a deposit. This must be paid before we shall confirm Your booking.

4.2 The price of the Services shall be the price as set out in the Quotation, or any amended Quotation as agreed prior to the amended Services being undertaken.

4.3 We shall reserve the right to increase the price as set out in the Quotation to take account for any additional work required beyond that which would be reasonably expected, or because of any issue arising once the Vehicle has been provided by the customer or manufacturer.

4.4 We shall reserve the right to increase the price of the Services to reflect any increase in the cost of the Specification that is due to:

a) Any factor outside of our control, including but not limited to increases in taxes and duties, increases in shipping or other delivery costs, increases in materials or other manufacturing costs.

b) Any request by the Customer to change the delivery date or any delay caused by the instructions of the Customer or manufacturer, including delay or inaccurate information/instructions given.

c) Any request by the Customer to change the Specification as set out in the initial Quotation.

4.5 From the point at which Services on the Vehicle commence up until the point at which You have paid in full all sums due, we shall have a general lien on Your Vehicle (i.e. a right to possession of property until payment is made for Services done to that property).

4.6 All remaining sums due shall be payable upon completion of the Services and prior to the collection of the Vehicle. Acceptable payments are by cash, bank, or BACS transfer; cheques will not be accepted. All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction of tax as required by law).

4.7 From the due date of payment any outstanding, we reserve the right to charge interest from the due date until payment is made in full, both before and after any judgement, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.8 Upon request, and at our sole discretion, we may offer for You to open an account with us, this will allow us to agree a credit limit with You to facilitate the Services. We may set a maximum amount of credit allowable upon each account and set payment terms at 30 days or such other period as agreed between us: Such agreement must be in place prior to the Services being commenced on the Vehicle.

4.9 We may obtain, retain, and provide third party references as to Your financial standing at any time within the duration of the Services.

4.10 We reserve the right to change payment terms and to offer, reject, amend and or withdraw credit facilities upon review at any time without notice and or explanation.

### 5. Services

5.1 Any parts or equipment used to complete the Services will be free from defects and fit for purpose.

5.2 If we find during the Services that we need to use additional parts and or labour, we will provide You with an additional Quotation of the Fees and duration of the works which shall only begin when we receive Your consent.

5.3 If we find any damage during the Services, we will notify You and provide an additional Quotation for any repairs that You will have the choice whether to accept or not. Any damage that compromises the safety of the Vehicle or could compromise the Services we provide will be required to be fixed prior to the commencement or completion of our Services.

5.4 You must empty the Vehicle to the best of Your ability before we are due to commence our Services. Whilst we shall use reasonable endeavours to ensure that we take good care

- of Your Vehicle and any of Your possessions inside it, we will not be held liable for the loss or damage to any of Your personal property left inside the Vehicle.
- 5.5 You must notify us of any unusual circumstances toward the operation of the Vehicle including but not limited to any faulty keys or other parts of the Vehicle.
- 5.6 As part of the Services, we shall provide all legal certificates of conformity that are required under UK law.
6. **Delivery**
- 6.1 When the Services are complete, we will contact You, or Your appointed agent/dealer to make arrangements for collection of the Vehicle. Our business opening times are between 9:00am and 5:00pm Monday to Friday.
- 6.2 Upon completion the vehicle shall be collected by You, If You fail to take delivery of the Vehicle within 14 calendar days of notification of completion of the Services, then delivery of the Vehicle shall be deemed to have been completed by 09:00 on the 15<sup>th</sup> day of which we notified You that the Vehicle was ready, except where such delay is caused or deemed to have been caused by a Force Majeure Event.
- 6.3 You will need to sign for the Vehicle on collection. We shall have no liability to You for any loss or damage caused by the release of the Vehicle to any person or persons who present themselves as authorised by You to take delivery of the Vehicle on Your behalf.
- 6.4 If You fail to take delivery of the Vehicle from the 15<sup>th</sup> day, we reserve the right to resell or otherwise dispose of the Vehicle and charge You for all reasonable Storage costs, Stocking charges, Insurance costs, Selling costs and for any shortfall below the price of the Vehicle at the best price obtainable.
- 6.5 Any Vehicle supplied by us shall remain our property until full payment of our contract value is received. Until the title passes:
- 6.5.1 We, our agents, and employees shall be entitled at any time and without the need to give notice, enter upon any property upon which the Vehicle or any part is stored, or upon which we reasonably believe them to be kept for the purpose of removing said Vehicle.
- 6.5.2 You shall store and mark the Vehicle in a manner reasonably satisfactory to us indicating that title remains vested in us.
- 6.5.3 You shall insure the materials to their full replacement value; and,
- 6.5.4 Irrespective of whether title to the Vehicle remains with us, risk in the Vehicle shall pass to the Customer upon collection.
7. **Vehicle Warranties and Liabilities**
- 7.1 Where You request Services to be carried out on a Vehicle supplied by You, you warrant that You have the right of title to the Vehicle or have obtained the expressed permission from the legal owner of the Vehicle or the Vehicle encumbrancer for the Service to be carried out.
- 7.2 We warrant that, except for normal wear and tear, our workmanship and the Services for the period of 36 months from the date of collection will be.
- Free from material defects in design.
  - All material aspects shall conform to all the descriptions, as set out in the Quotation and Specification.
  - In instances where parts, materials or equipment not manufactured by us but used by us becomes faulty, you shall only be entitled to the benefit of such warranty or guarantee as given to us by the original Manufacturer.
  - If any valid defects appear and are due to no fault of You during this period, we will rectify such defects, our liability is limited to repair or replacement of defective parts or faulty workmanship purely on a return-to-site basis.
  - At our discretion we may offer to replace the defective parts free of charge in Lieu of return to works, in such a case we shall arrange for a replacement part to be couriered or posted to You for arrangement to self-fit (only upon the return receipt of the defective part can a Valid claim be authorised). There is a time limit of 14 calendar days for the defective part to be returned to us. Failure to return the defective part will result in us charging you for the replacement part cost.
- 7.3 Any Vehicle including the chassis that has been supplied by You or us will be provided with a Manufacturer's warranty (if new). For further details and terms please refer to the Manufacturer's warranty documentation supplied or contact the Manufacturer for further information.
- 7.4 We shall not be responsible or liable for any failure to comply with any warranties where You have not notified us of those warranties including, but not limited to any warranties where the Vehicle has been supplied by You.
8. **Sub-Contracting**
- 8.1 We may subcontract any of our obligations under these Terms and Conditions provided that any subcontractor we use is reasonably skilled in the relevant practices and provided that we do not pass on to You any additional charges without Your prior consent.
9. **Insurance, Damage and Liability**
- 9.1 We shall at all times have in place suitable and valid insurance, including public liability insurance.
- 9.2 We shall not be liable to You for any loss or damage You suffer due to Your failure to follow our or the Manufacturer's instructions.
- 9.3 We will not be liable to You for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond our reasonable control.
- 9.4 We will only be responsible for any foreseeable direct loss or damage that You may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by You and us when our contract with You is created. We will not be liable to You for any indirect or consequential loss including but not limited to loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.5 Nothing in these Terms and Conditions is intended to or will exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents, or subcontractors) or for fraud or fraudulent misrepresentation.
10. **Cancellation**
- 10.1 If You cancel, and You have paid us any deposit or prepayment under sub-Clause 4.1, the forfeiture of such a deposit shall be mandatory.
- 10.2 If, on or after You have brought Your Vehicle to our premises for the Services to be carried out, You cancel the Services, but we have by that time begun the Services, You must pay us for all labour and for all parts we have used and for all parts we have ordered but not yet used. We shall invoice You for that labour and those parts. We will charge You for that labour at the same hourly rate as we used to calculate the Fees. Clauses 4.5, 4.6 and 4.7 shall apply to the payment of any such invoice.
- 10.3 Any parts we have ordered but not used, or any Vehicles we have ordered from the Vehicle Manufacturer but not yet used will be chargeable. Clause 4 shall apply to the payment of such invoices.
- 10.4 Any such parts or Vehicles ordered will remain our property, we may use or dispose of them as we see fit without any deduction in the Fees due to us.
11. **How We Use Your Personal Information (Data Protection)**
- 11.1 All personal information that we may use will be collected, processed, and held in accordance with the Data Protection Act 2018.
12. **Waiver**
- No failure or delay by us or You in exercising any rights under these Terms and Conditions means that we or You have waived that right, and no waiver by us or You of a breach of any provision of these Terms and Conditions means that we or You will waive any subsequent breach of the same or any other provision.
13. **Severance**
14. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
15. **Law and Jurisdiction**
- 15.1 These Terms and Conditions, the Contract, and the relationship between You and us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.
- 15.2 As a customer, you will benefit from any mandatory provisions of the law. Nothing in these terms and conditions above takes away or reduces Your rights as a customer to rely on those provisions.
- 15.3 Any dispute, controversy, proceedings or claim between You and us relating to these Terms and Conditions, the Contract, or the relationship between You and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.