

QT VanWerks

Customer Terms & Conditions

These Terms & Conditions apply to conversion, installation, modification, upgrade, repair and associated services supplied by **QT VanWerks**, (“VanWerks”, “we”, “us” or “our”).

By accepting a quotation, build specification or order for work, you (“the Customer”, “you” or “your”) agree that these Terms & Conditions form part of the contract between you and VanWerks.

These Terms & Conditions should be read together with the quotation and agreed build specification issued for your vehicle. Where there is a conflict between these documents, the following order of priority applies:

1. Any mandatory statutory consumer rights;
2. Any specific written agreement expressly agreed between you and VanWerks;
3. The agreed quotation and build specification;
4. These Terms & Conditions.

1. Scope of Our Services

VanWerks provides a range of vehicle conversion, installation and modification services, including but not limited to:

- Campervan and day-van conversions;
- Interior fit-outs and furniture;
- Beds and seating systems;
- Windows and glazing;
- Roof systems and pop-top installations;
- Ventilation and roof fans;
- Heating and hot water systems;
- Electrical systems;
- Solar and battery systems;
- Lighting;
- Plumbing and water systems;

- Insulation and lining;
- Flooring;
- Exterior and interior accessories;
- Bespoke fabrication and installation;
- Audio, leisure and electrical upgrades;
- Other vehicle conversion or installation work agreed with the Customer.

The exact work to be carried out will be set out in the quotation and/or agreed build specification.

Only work, materials and components expressly included in the agreed quotation or build specification are included in the agreed price.

2. Quotations and Specifications

Quotations are based on the information available to VanWerks at the time the quotation is prepared.

Unless otherwise stated, quotations are valid for **30 days**.

A quotation does not constitute acceptance of an order by VanWerks. A contract is formed when the quotation and specification have been accepted by both parties and any required deposit has been paid.

The agreed quotation and build specification will identify, where applicable:

- The work to be carried out;
- The components or products to be supplied;
- The agreed price;
- Any applicable options or upgrades;
- The estimated completion date or timescale;
- Any specific assumptions made when preparing the quotation.

Photographs, drawings, examples of previous VanWerks builds, website images and other visual material are provided for illustration unless specifically incorporated into the agreed build specification.

Due to the bespoke nature of vehicle conversions, minor differences in materials, finishes, colours, grain, texture or component appearance may occur.

Where a particular component or product has been specified, VanWerks will endeavour to supply that product. If it becomes unavailable, discontinued or unsuitable for the vehicle, VanWerks will discuss an appropriate alternative with the Customer where the change materially affects the agreed specification.

3. Acceptance of the Terms & Conditions

Before work is confirmed, the Customer will be provided with access to these Terms & Conditions.

The Customer will be required to confirm that they have had the opportunity to read and understand these Terms & Conditions and agree to them before the build or installation is confirmed.

Where the order is accepted electronically, the Customer's electronic acceptance, including ticking an acceptance box, will constitute confirmation that the Customer has agreed to these Terms & Conditions.

The Customer should retain a copy of the Terms & Conditions applicable to their order.

The version of the Terms & Conditions applicable to the order will be the version in force and provided to the Customer at the time the order is accepted.

4. Deposits and Payment

A minimum **50% deposit** is normally required before a job can be confirmed and scheduled.

For larger, highly bespoke or specialist builds, VanWerks may require a different deposit or staged payment structure. This will be agreed with the Customer before the order is confirmed.

The deposit is used to secure the agreed build slot and may also be used by VanWerks to procure components, materials and specialist products required for the Customer's build.

The remaining balance is due on completion of the agreed work and **before the vehicle is released to the Customer**, unless an alternative payment arrangement has been agreed in writing.

Payment must be made by the method specified by VanWerks.

VanWerks reserves the right to delay release of the vehicle where the agreed balance remains unpaid.

Nothing in these Terms & Conditions affects any statutory rights the Customer may have regarding payment, cancellation, refunds or defective work.

5. Customer Cancellation

We understand that circumstances can change and customers may sometimes need to cancel an order.

If the Customer wishes to cancel, they should contact VanWerks as soon as reasonably possible.

Where the Customer cancels an order without VanWerks being at fault, VanWerks may recover reasonable direct costs and losses arising from the cancellation, including where applicable:

- Components or materials already purchased specifically for the Customer's vehicle;
- Bespoke or non-returnable components;
- Work already carried out;
- Specialist services already commissioned;
- Costs reasonably incurred in preparing or commencing the build;
- Other direct losses that could not reasonably have been avoided.

VanWerks will take reasonable steps to minimise any loss resulting from cancellation.

Any amount retained from a deposit or other advance payment will be limited to amounts reasonably required to cover losses directly resulting from the cancellation.

Where the amount paid by the Customer exceeds the reasonable costs and losses incurred by VanWerks, the remaining balance will be refunded.

Nothing in this section limits any statutory cancellation or refund rights that apply to the Customer.

Where the Customer has a statutory right to cancel a contract, VanWerks will provide the relevant cancellation information and follow the applicable legal requirements.

6. Changes and Amendments to the Build

The Customer may request changes to the agreed specification before or during the build.

All requested changes must be discussed with VanWerks and, where appropriate, agreed before the additional work is undertaken.

Changes may result in:

- Additional costs;
- Changes to component availability;
- Changes to the build specification;
- Changes to the estimated completion date;
- Additional labour or specialist work.

Where a requested change affects the agreed price, VanWerks will provide the Customer with details of the additional cost before carrying out the additional work wherever reasonably practicable.

A change will not be considered agreed simply because it has been discussed verbally.

7. Additional and Unforeseen Work

Vehicle conversions often involve working on vehicles that have previously been used, modified or repaired.

Once work begins, VanWerks may discover conditions that could not reasonably have been identified when the quotation was prepared.

These may include:

- Corrosion;
- Previous accident damage;
- Poor-quality previous modifications;
- Incorrect or unsafe wiring;
- Water damage or water ingress;
- Structural problems;
- Mechanical or electrical defects;
- Damaged fixings or mounting points;
- Previous conversion work;
- Concealed defects;

- Other conditions hidden beneath existing trim, flooring, panels or components.

Where such issues affect the proposed work, VanWerks will inform the Customer and, where reasonably practicable, provide details of any additional work and associated cost before proceeding.

Additional work will only be undertaken with the Customer's agreement, except where immediate action is reasonably necessary to protect the vehicle, prevent further damage or address a safety issue.

Where the Customer has authorised VanWerks to proceed with additional work up to a specified value, VanWerks may proceed without obtaining further approval where the additional work falls within that agreed limit.

Additional work may affect the estimated completion date.

8. Pre-Existing Defects and Vehicle Condition

VanWerks is not responsible for defects, damage or mechanical, electrical or structural issues that existed before VanWerks commenced work, except where VanWerks causes or worsens the issue through its own failure to exercise reasonable care and skill.

Where a pre-existing issue is identified, VanWerks will discuss the issue with the Customer and may recommend remedial work.

Any remedial work required to address a pre-existing issue will be treated as additional work unless expressly included in the original quotation.

The Customer authorises VanWerks to carry out reasonable inspection and testing necessary to identify issues that may affect the proposed work.

9. Customer-Supplied Components and Materials

Where the Customer supplies components, products or materials for installation, the Customer is responsible for ensuring that those items are suitable for the intended application unless VanWerks has expressly agreed to assess and approve their suitability.

VanWerks cannot guarantee the compatibility, performance, quality, availability or manufacturer's warranty of customer-supplied products.

Where a customer-supplied component is defective, incorrectly specified or unsuitable, VanWerks may charge for additional labour or materials required as a result.

Where the defect is directly attributable to VanWerks' installation workmanship, the VanWerks workmanship warranty will apply.

Manufacturer warranties relating to customer-supplied components remain the responsibility of the relevant manufacturer or supplier.

VanWerks will not be responsible for delays caused by defective, missing, late or unsuitable customer-supplied components.

10. Components, Products and Substitutions

VanWerks uses a range of products and components from established manufacturers.

Where a specific make or model is included in the agreed specification, VanWerks will endeavour to supply that product.

If a product becomes unavailable, discontinued or unsuitable before installation, VanWerks may propose a suitable alternative, so long as no material or adversely affect van use this change will be self-authorized within QT VanWerks.

Where the proposed alternative materially changes the specification or price, VanWerks will discuss the change with the Customer before proceeding.

Minor changes that do not materially affect the agreed performance, specification or appearance may be made where reasonably necessary, particularly where required for compatibility, safety or availability.

11. Vehicle Weight, Payload and Axle Loading

The Customer acknowledges that conversion work and the installation of additional equipment can increase the weight of a vehicle and reduce its available payload.

This may include, amongst other things:

- Furniture;
- Batteries;
- Solar equipment;
- Water tanks;
- Heating systems;
- Roof systems;
- Windows;

- Appliances;
- Electrical equipment;
- Flooring and insulation;
- Camping equipment and other accessories.

VanWerks will provide information regarding significant additions to the vehicle where reasonably practicable.

The Customer remains responsible for operating the completed vehicle within applicable legal weight limits and in accordance with the vehicle manufacturer's requirements.

Where VanWerks reasonably considers that a proposed specification may result in weight, payload or axle-loading concerns, VanWerks may recommend that the completed vehicle is weighed or professionally assessed before being used.

The Customer should not exceed any applicable maximum vehicle, axle or payload limits.

12. Vehicle Compliance, Registration and Insurance

The Customer remains responsible for ensuring that the completed vehicle is appropriately registered, insured, taxed and operated in accordance with applicable legal requirements.

Where conversion work may affect vehicle classification, registration details, insurance or other documentation, VanWerks may advise the Customer to contact the relevant authority, insurer or specialist professional.

The Customer should inform their insurer of modifications and conversion work where required.

VanWerks does not provide insurance or legal advice regarding the Customer's vehicle.

13. Electrical, Battery and Solar Systems

Where VanWerks installs electrical, battery, solar or related systems, the work will be carried out with reasonable care and skill and in accordance with the agreed specification.

The performance of solar charging systems, batteries and other electrical equipment may be affected by factors including:

- Weather conditions;
- Solar exposure;
- Temperature;
- Battery condition;
- Electrical load;
- Usage patterns;
- Component performance;
- Age and condition of the vehicle's existing electrical system.

Quoted or advertised performance figures should therefore not be interpreted as guaranteed performance under all conditions.

The Customer is responsible for using installed electrical systems in accordance with the manufacturer's instructions.

14. Gas, Heating, Water and Other Specialist Systems

Where VanWerks installs heating, gas, water or other specialist systems, the work will be carried out in accordance with the agreed specification and applicable installation requirements.

Manufacturer instructions and operating requirements must be followed by the Customer.

The Customer must not alter, modify, bypass or interfere with safety systems or specialist installations without appropriate professional advice.

Where a component is subject to a manufacturer's service, inspection or maintenance requirement, the Customer is responsible for following that requirement after completion.

15. Windows, Roofs, Vents and Body Modifications

Where VanWerks installs windows, roof systems, fans, vents, solar panels or other components requiring modifications or apertures to the vehicle body, VanWerks will carry out the work with reasonable care and skill.

The workmanship warranty applies where water ingress or another defect is directly attributable to defective workmanship or installation by VanWerks.

The workmanship warranty does not cover water ingress or damage caused by:

- Subsequent accident or impact;
- Third-party work or modification;
- Alteration or removal of the installed component;
- Damage to seals or components;
- Failure to maintain or inspect components where maintenance is required;
- Normal deterioration;
- Other causes not attributable to VanWerks' workmanship.

The Customer should report suspected water ingress promptly to minimise the risk of consequential damage.

16. Timescales and Completion Dates

VanWerks will provide an estimated completion date or estimated timescale where reasonably practicable.

Unless expressly agreed otherwise in writing, completion dates are estimates and are not guaranteed dates.

Timescales may change because of:

- Additional work;
- Unforeseen vehicle conditions;
- Parts availability;
- Manufacturer delays;
- Specialist supplier delays;
- Customer-requested changes;
- Delays caused by third parties;
- Vehicle damage;
- Supply chain disruption;
- Events outside VanWerks' reasonable control.

VanWerks will endeavour to keep the Customer informed of material delays.

Nothing in this section removes any statutory rights the Customer may have where a legally binding completion period applies.

17. Customer Delays

VanWerks is not responsible for delays caused by the Customer, including:

- Late delivery of the vehicle;
- Failure to provide required information;
- Delayed decisions or approvals;
- Late payment;
- Failure to provide customer-supplied components;
- Changes requested by the Customer;
- Failure to collect the vehicle when agreed.

Where a Customer-caused delay affects the agreed build schedule, VanWerks may need to reschedule the work.

18. Vehicle Storage and Collection

The Customer will be informed when the vehicle is ready for collection.

The Customer should collect the vehicle within the agreed collection period.

Where a vehicle remains at VanWerks after the agreed collection date without prior agreement, VanWerks may charge a reasonable storage fee where the vehicle occupies space required for business operations.

Any storage charge will be communicated to the Customer before it is applied wherever reasonably practicable.

VanWerks may require outstanding invoices or other agreed charges to be settled before releasing the vehicle, subject always to applicable law.

19. Road Testing and Movement of Vehicles

The Customer authorises VanWerks and its employees, agents and contractors to move and, where reasonably necessary, road-test the vehicle for the purposes of carrying out, checking or verifying the agreed work.

VanWerks will take reasonable care when moving or testing vehicles.

The Customer should remove valuable personal belongings from the vehicle before delivering it to VanWerks.

VanWerks is not responsible for loss or damage to personal belongings left in the vehicle except where caused by VanWerks' negligence or other liability which cannot legally be excluded.

20. Vehicle Keys and Security

The Customer must provide VanWerks with the keys, access devices and other items reasonably necessary to carry out the agreed work.

The Customer should inform VanWerks of any security systems, immobilisers or other features that may affect access to the vehicle.

VanWerks will take reasonable care of keys and access devices while they are in its possession.

21. 12-Month Workmanship Warranty

VanWerks takes pride in the quality of its workmanship and all conversion and installation work is carried out with reasonable care and skill.

VanWerks provides a **12-month workmanship warranty** from the date of completion of the relevant conversion or installation work.

This warranty covers defects that are **directly attributable to the workmanship or installation carried out by VanWerks**.

Where a defect covered by this workmanship warranty is identified, VanWerks will, at its discretion and where appropriate, inspect and rectify the defective workmanship at no additional labour charge.

The workmanship warranty applies only to the work carried out by VanWerks and does not constitute a general warranty covering every component, product or system installed in the vehicle.

This workmanship warranty is provided in addition to, and does not affect or limit, any statutory rights available to consumers.

22. Manufacturer's Warranties

Where components or products are supplied and fitted by VanWerks, any manufacturer's warranty will remain subject to the manufacturer's own terms and conditions.

Where a component is covered by a manufacturer's warranty, VanWerks will reasonably assist the Customer with the warranty claim where appropriate.

Any labour associated with the diagnosis, removal, replacement or refitting of a component covered by a manufacturer's warranty will be dealt with in accordance with the manufacturer's warranty terms, unless otherwise agreed by VanWerks or required by law.

Manufacturer warranties may be subject to registration, maintenance, servicing, usage conditions or other requirements. The Customer is responsible for complying with those requirements.

23. Workmanship Warranty Exclusions

The VanWerks workmanship warranty does not cover defects or damage resulting from:

- Normal wear and tear;
- Accidental damage or impact;
- Misuse, neglect or improper use of the vehicle or conversion;
- Modifications, alterations or repairs carried out by a third party without VanWerks' prior agreement;
- Failure to follow manufacturer's or VanWerks' operating or maintenance instructions;
- Damage caused by water ingress where this is not attributable to VanWerks' workmanship;
- Components that have failed independently of VanWerks' workmanship and are covered by their own manufacturer's warranty;
- Customer-supplied components, unless the defect is directly attributable to VanWerks' installation of that component;
- Damage resulting from continued use after a defect should reasonably have been identified;
- Damage resulting from failure to notify VanWerks of a suspected defect within a reasonable period.

Nothing in these exclusions removes or limits statutory rights which cannot legally be excluded or restricted.

24. Inspection and Warranty Claims

Customers should notify VanWerks of any suspected workmanship defect as soon as reasonably practicable after it is discovered.

The Customer should provide sufficient information to allow VanWerks to understand the issue, including photographs or videos where appropriate.

VanWerks will be given a reasonable opportunity to inspect the vehicle and, where appropriate, rectify the issue.

Where a defect is found to be attributable to VanWerks' workmanship, VanWerks will agree the appropriate remedial action with the Customer.

The Customer should not arrange for another business to carry out remedial work before giving VanWerks a reasonable opportunity to inspect the issue, except where immediate action is reasonably necessary to prevent further damage or address a safety concern.

Where third-party remedial work has been undertaken without giving VanWerks a reasonable opportunity to inspect the alleged defect, VanWerks may be unable to determine whether the original issue was attributable to VanWerks' workmanship.

This does not affect any statutory rights the Customer may have.

25. Customer Responsibilities Following Completion

The Customer is responsible for:

- Operating the vehicle and installed systems in accordance with manufacturer instructions;
- Carrying out required maintenance;
- Checking and maintaining seals, fittings and components where required;
- Keeping the vehicle within applicable weight and payload limits;
- Informing insurers and relevant authorities about modifications where required;
- Reporting suspected defects promptly;
- Not carrying out unauthorised modifications that could affect VanWerks' workmanship;

- Following any safety instructions provided at handover.

26. Third-Party Modifications

If another business or individual subsequently modifies, repairs, removes or interferes with work carried out by VanWerks, VanWerks may not be responsible for defects caused by that work.

Where a warranty issue is reported following third-party work, VanWerks may inspect the vehicle to determine the cause.

Nothing in this section limits VanWerks' liability for defects that were present independently of the third-party work.

27. Damage Caused by Continued Use

Where the Customer becomes aware, or should reasonably become aware, of a defect or issue affecting the vehicle or conversion, the Customer should stop using the affected system or vehicle where continued use could reasonably cause further damage or create a safety risk.

VanWerks should be contacted as soon as reasonably practicable.

VanWerks will not be responsible for additional damage caused by continued use after the Customer has become aware of a defect where that additional damage could reasonably have been avoided.

This does not affect any statutory rights or liabilities which cannot legally be excluded.

28. Liability

VanWerks will carry out its services with reasonable care and skill.

Nothing in these Terms & Conditions excludes or limits liability where doing so would be unlawful.

In particular, nothing in these Terms & Conditions excludes or limits liability for:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Breach of statutory rights which cannot legally be excluded;
- Defective goods or services to the extent liability cannot legally be excluded;

- Any other liability which cannot legally be excluded or restricted.

Subject to the above, VanWerks is not responsible for losses that are not reasonably foreseeable or that arise from circumstances outside the scope of the work agreed with the Customer.

Where the Customer is a consumer, nothing in these Terms & Conditions is intended to remove or reduce the rights available under applicable consumer law.

Where the Customer is acting in the course of business, any agreed limitation of liability will apply only to the extent permitted by law.

29. Complaints

VanWerks aims to resolve any concerns quickly and fairly.

If the Customer is dissatisfied with any aspect of the work, they should contact VanWerks as soon as possible and provide details of the issue.

Where appropriate, VanWerks will:

1. Review the complaint;
2. Inspect the vehicle or relevant work;
3. Determine the cause of the issue;
4. Explain the proposed resolution;
5. Carry out appropriate remedial work where VanWerks is responsible.

Customers should give VanWerks a reasonable opportunity to investigate and resolve complaints before arranging third-party remedial work, except where immediate action is reasonably necessary.

Nothing in this complaints procedure prevents a Customer from exercising any statutory or other legal rights.

30. Force Majeure / Events Outside Our Reasonable Control

VanWerks will not be responsible for delay caused by circumstances beyond its reasonable control.

These may include, for example:

- Fire;
- Flood;

- Severe weather;
- Industrial disputes;
- Significant supplier failures;
- Manufacturer shutdowns;
- Transport disruption;
- Government restrictions;
- Serious vehicle or site incidents;
- Utility failures;
- Other events that could not reasonably have been prevented.

VanWerks will take reasonable steps to minimise the effect of such events and keep the Customer informed where the event materially affects the agreed work.

This section does not remove any statutory cancellation or refund rights that apply to the Customer.

31. Ownership of Components and Materials

Where components or materials are supplied as part of the agreed work, ownership of those components will pass to the Customer when full payment for the relevant work has been received, unless otherwise agreed or required by law.

Where a component has been supplied but remains unpaid for, VanWerks may retain possession of it to the extent permitted by law.

Nothing in this section affects the Customer's statutory rights.

32. Personal Belongings

Customers should remove personal belongings from their vehicle before delivering it to VanWerks.

VanWerks will take reasonable care of the vehicle while it is in our possession but does not accept responsibility for loss or damage to personal belongings left inside the vehicle, except where caused by VanWerks' negligence or other liability which cannot legally be excluded.

33. Photographs and Completed Builds

VanWerks may take photographs of completed work for quality-control, record-keeping and portfolio purposes.

Where photographs are intended to be used publicly for marketing purposes and the Customer or identifiable individuals could reasonably be identified, VanWerks will obtain any consent required by applicable law.

The Customer may inform VanWerks if they do not wish identifiable photographs of their vehicle to be used for marketing purposes.

34. Data Protection

VanWerks will process Customer information in accordance with applicable data protection legislation and VanWerks' Privacy Notice.

Personal information may be used for purposes including:

- Processing quotations and orders;
- Communicating with Customers;
- Arranging work;
- Processing payments;
- Managing warranties;
- Maintaining business records;
- Meeting legal and regulatory obligations.

Further information is available in the VanWerks Privacy Notice.

35. Changes to These Terms & Conditions

VanWerks may update these Terms & Conditions from time to time.

Any updated version will apply to new orders accepted after the updated version comes into effect.

The version applicable to an existing order will remain the version provided to and accepted by the Customer when that order was placed, unless the parties expressly agree otherwise.

36. Severability

If any provision of these Terms & Conditions is found to be unlawful, invalid or unenforceable, that provision will be treated as removed or modified to the minimum extent necessary.

The remaining provisions will continue to apply.

37. No Waiver

If VanWerks does not immediately enforce a provision of these Terms & Conditions, this does not mean that VanWerks has waived its right to enforce that provision in the future.

38. Consumer Rights

Where the Customer is acting as a consumer, these Terms & Conditions are subject to the Customer's statutory rights.

In particular, services supplied to consumers must be carried out with reasonable care and skill, and applicable statutory remedies may apply where this requirement is not met.

Nothing in these Terms & Conditions is intended to exclude, restrict or override any statutory right or remedy that cannot legally be excluded or restricted.

39. Business Customers

Where the Customer is purchasing services wholly or mainly for the purposes of their trade, business, craft or profession, different statutory rules may apply.

Where appropriate, VanWerks may agree separate commercial terms with business customers.

Any specific commercial terms agreed in writing will take precedence over these Terms & Conditions to the extent of any conflict.

40. Governing Law

These Terms & Conditions and any contract between VanWerks and the Customer are governed by the law of England and Wales.

Where the Customer is a consumer, they will also benefit from any mandatory protections available under the laws applicable to their place of residence.

The courts of England and Wales will have jurisdiction, subject to any mandatory consumer rights relating to jurisdiction.

41. Entire Agreement

The agreed quotation, build specification, any specific written amendments and these Terms & Conditions together form the agreement between VanWerks and the Customer.

The Customer should ensure that any specific requirement or agreement that is important to them is included in the quotation or build specification.

Verbal discussions or representations that are not included in the agreed documentation should not be relied upon as part of the agreed specification.

42. Contact Details

QT VanWerks

A trading division of **QUATTRO-TECH VANWERKS LTD**

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