

## Consumer Sales - 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.

### 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 landline 01945 881120, mobile 07940 378884 or by writing to us at trailers 147@gmail.com or at our business address at Unit 1C Terrington Park, Old Church Road, Terrington St John, Wisbech Cambridgeshire PE14 7XA.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in enquiries/order..
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 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. Please note that a deposit of 50% of the purchase price (**Deposit**) is payable when you place an order. The Deposit will be used towards the costs of materials, labour used in the manufacture and assembly of the product you have ordered and any storage and other costs incurred under clauses 7.2, 7.8 and 9.2
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the materials for the product are out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product.
- 3.3. **Your order number.** We will assign a serial number to your order and tell you what it is when we accept your order. It will help us if you can tell us the serial number whenever you contact us about your order. Your serial number will be stated on your order confirmation, invoice, Certificate of Conformity and on the "data plate" of the trailer if we have manufactured the trailer for you.
- 3.4. **We only sell to the UK and Channel Islands.** Our website is solely for the promotion of our products in the UK and Channel Islands. Unfortunately, we do not accept order from or deliver to addresses outside the UK and Channel Islands. Please note that when we accept orders from the Channel Islands the following provisions apply: a) We will not provide for any delivery to ports and collection will be from our business address.

### 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 colours accurately reflects 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, capacities, dimensions and measurements indicated on our website are subject to reasonable tolerance.
- 4.2. **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.
- 4.3. 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 trailer are correctly balanced and secured within the payload of that particular trailer. You must always ensure that the trailer 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

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 or not. Any changes must be notified to us in writing within three days of the date we have provided you with our order confirmation. If changes are possible we will let you know about any resulting 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. 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 our products are bespoke and made to the measurements provided by you (see clause 8.3 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.

## 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 (eg. to comply with road safety regulations); and
  - 6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat or cosmetic issue (these changes will not affect your use of the product).

## 7. PROVIDING THE PRODUCTS

- 7.1. **Delivery costs.** The product can either be collected by you from our business address above or from our nearest stockist (please see a list of stockists on our website or contact our office for further details). We can at your written request deliver the product 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. Delivery charges vary for each delivery location.
- 7.2. **When we will provide the products.** Please note that we never agree to deliver a product by a certain deadline as our manufacture and assembly of all products depend on third party involvement such as the supply of component parts. We will provide you with an approximate timespan of when the product is likely to be available for collection or delivery. We will inform you by e-mail or telephone call once your trailer is ready for collection by you from our stockist/our premises (or delivery by us if you have decided to pay for that service). All trailers 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.
- 7.3. **You will be charged a storage charge 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 charge 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 9.1.2. Any storage charges will be charged in addition to the price of the product and any charge for delivery.**
- 7.4. **If the products are one-off services** such as the repair or servicing of your trailer, we will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.
- 7.5. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.6. **Collection by you.** If you have asked to collect the products from our business premises, you can collect them from us at any time during our working hours. **You must call us at least two days in advance to arrange collection and make sure that we will be on site when you intend to collect your trailer.** 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.
- 7.7. **Timeslots for delivery are approximate and you must be present when the product is delivered.** Due to 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.
- 7.8. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and we do not consider it practicable or safe to leave the product at your premises whilst you are absent, we will leave you a note informing you of how to rearrange delivery. This will be subject to additional costs.
- 7.9. **If you do not re-arrange delivery.** If you do not collect the products from us or our stockist 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. Storage is charged at £10/day (including VAT) until your trailer is delivered to you, collected by you or sold by us. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.
- 7.10. **If you fail to collect your trailer after we have provided services.** If you fail to collect your trailer from our business premises after we have carried out repairs or servicing works and we have told you that the trailer is ready for collection, we will charge you storage charges of £10 per day (including of VAT). If, despite our reasonable efforts, we are unable to contact you or you fail to collect the trailer within 28 days of us informing you that the trailer is ready for collection, we may end the contract and clause 9.2.
- 7.11. **When you become responsible for the goods.** A product which is goods will be your responsibility from the time:
- a) you or a carrier organised by you collect it from us/our stockist; or
  - b) if you have paid for us to deliver the product, we deliver the product to the address you gave us.
- 7.12. **When you own goods.** You own a product which is goods once we have received payment in full.
- 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 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. 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.

7.14. **Replacements Documents** On collection/delivery of the products you will be provided with the particulars of the product. We recommend that you take a copy of the particulars and our invoices for future use and in case you lose the original document. If we agree to provide replacement documents then we will only do so to our original customer and subject to the following administration charges which are inclusive of VAT: Replacement invoices £10.00 , replacement Certificates of Conformity £20.00, replacement date plates £35.

## **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 and when you decide to end the contract:

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 a service re-performed or to get some or all of your money back)

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;

8.1.3 In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.3.

8.2 **What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at clause 8.2.1 to clause 8.2.2 below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 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;

8.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, or

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

8.3 **As all our products are bespoke 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).**

8.4 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if not sufficiently covered by the Deposit paid by you, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8.5 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the product in person to the stockists from where you bought them, or allow us to collect them from you. Please call customer services on 01945 881120 or email us at trailers147@gmail.com to arrange collection.

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

8.6.1 if there is a serious fault in the product due to our workmanship or if the product has been misdescribed;

8.6.2 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, or because you have a legal right to do so as a result of something we have done wrong;

In all other circumstances you must pay the costs of return.

8.7 **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. OUR RIGHTS TO END THE CONTRACT**

9.1. **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:

9.1.1 you do not make any payment to us when it is due;

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

9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

- 9.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 or clause 7.9 we will refund any money you have paid in advance for products we have not provided but we may deduct from that refund (or, if you any Deposit paid by you is not sufficient,, charge you) reasonable compensation for the net costs we will incur as a result of ending the contract.
- 9.3. **Warning.** Please note that we often incur significant costs in performing our obligations to you. Depending on the products and the circumstances, if we end the contract in the situations set out in clause 9.1, you may receive little or no refund. You may even be asked to pay money to us to cover the net costs we will incur.
- 9.4. **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.
- 9.5. **Refund and Cancellation.** We reserve the right to cancel an order at any time with a full refund of any money paid by you.
- 10. IF THERE IS A PROBLEM WITH THE PRODUCT**
- 10.1 Customer service is important to us. Unless otherwise agreed in writing, and always subject to the availability of parts required for any repairs, we will start carrying out repair works within 5 working days of being notified. At time of high demand it is possible that we not be able to start repairs 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 servicing or repair works within a timescale we consider reasonable.
- 10.2 **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 landline 01945 881120, mobile 07940 378884 or write to us at Unit 1C Terrington Park, Old Church Road, Terrington St John, Wisbech Cambridgeshire PE14 7XA. Unless the fault lies with Tickners Trailers Limited or the problem in question is covered by our guarantee in clause 10.5 there will be a charge for inspection, labour, parts, materials and any subsequent work involved.
- 10.3 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract
- 10.4 **Your key legal rights.** For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://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.
- 10.5 **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 where you bought them or allow us to collect them from you. Please call customer services on 01945 88112 or mobile 07940 378884 or email us at [trailers147@gmail.com](mailto:trailers147@gmail.com).
- 10.6 **Guarantee.** Our trailers come with a 12 month return to base warranty from the date of purchase. At our discretion we will repair or replace a trailer 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 trailer is designed, fair wear and tear, third party damage, modification in any way, incorrectly balanced loads and lack of general maintenance will invalidate the guarantee. Tyres are excluded from our guarantee as are those components of the trailer which are covered by a warranty from their manufacturer. The guarantee is provided to our customer only and is not transferable,
- 11. PRICE AND PAYMENT**
- 11.1 **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 in writing by us. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.2 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 may be entitled.
- 11.2 **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.
- 11.3 **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.
- 11.4 **When you must pay and how you must pay.**
- 11.4.1 **Goods** (for example trailers) As our products are made to specification and assembled to your order, you must pay the Deposit of 50% of the purchase price on or before we accept your order. The balance of the invoice is due to be paid on or before delivery/collection or within 7 days of us having informed you that the product is ready for collection/delivery, whichever is the first to occur in time.

- 11.4.2 **Services** (for example a service or repair of a trailer) 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 we have completed them. You must pay each invoice prior to collecting your trailer after its service or repair.
- 11.4.3 **How you must pay.** We accept the following payment methods (please use your surname and invoice number as reference):
- a) by credit card
  - b) by debit card
  - c) by BACS to into the bank account stated in our invoice
- 11.5 **Deposits.** After an order has been placed, Deposits not used for any reason can be used against any other product. However, if there is no firm order and or scheduled delivery/collection in place one year after the date of the original order, that order will be deemed to be cancelled and the monies left of the Deposit will be non-refundable.
- 11.6 **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.
- 11.7 **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.
- 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 12.1 **Subject to the limitation in clause 12.2 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. 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.
- 12.2 **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, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987
- 12.3 **We are not liable for business losses.** If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13. HOW WE MAY USE YOUR PERSONAL INFORMATION**
- 13.1 **How we may 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.
- 13.2 **Third parties.** We will only give your personal information to third parties where the law either requires or allows us to do so. Please refer to our GDPR policy available on our website for further details
- 14. GENERAL MATTERS**
- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 14.2 **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, except as explained in clause 14.1.
- 14.3 **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.
- 14.4 **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.
- 14.5 **Which laws apply to this contract and where you may bring legal proceedings.** 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.