

## Swell Standard Terms & Conditions:

**Interpretation:** The Company or We: Lionel Hatch trading as Swell Campers & Custom Fabrications. The Client/customer or You: The owner/keeper of the vehicle to be converted or the person/company to whom the Company supplied Labour and/or associated services.

Site: The site workshop is based at Unit 3A Oak Farm, and the Labour and services will be conducted here.

The Company reserves the right to refuse or decline work at our discretion. Where we agree to undertake works for a Customer those works shall be performed by the designated Operative of the Company at its absolute discretion.

**Consultation:** Following contact with Swell and informing us of your requirements, we may invite you to a more detailed meet and greet consultation where we will discuss your ideas in more detail; this is on a chargeable basis. You will be informed of the cost at that time.

**Estimate:** The price given is an estimate of what we expect to charge you based on our interpretation of your job/project request. It is valid for either 14 or 30 days from date of issue (dependent upon the work required).

Due to the nature of our work, and the fact that previous vehicle repairs/enhancements can be hidden and only reveal themselves once work has commenced, a fixed price is not always possible. Estimates for work are intended to be used as a guide for budgeting/costing.

The cost of new parts is based on prices available to us at the time of pulling together the estimate, and as such are subject to change without notice. Where the manufacturer or supplier has increased their price of the product/part, we the Company reserve the right to pass onto you, the Client. If a specific part is not available and is required for the continuation of the job/project, an alternative may be purchased, occasionally at extra cost.

If there are circumstances, we could not have been aware of that will affect the price, we will provide you with an update at that time. We cannot be held liable for any extra work resulting from the discovery of previous poor repairs/enhancements or rust related damage etc. All discoveries will be notified to you and priced accordingly. You have the right to accept the price or decline. Payment will be required for any work that you have authorised, and we have completed up to the point you cancel.

We may on occasion charge for the preparation of an estimate and build spec due to the amount of time involved at this stage. In the event you accept the estimate and work commences, the charge for the estimate preparation will be deducted from the final balance.

**Contract:** Upon acceptance of the estimate, this then becomes the contract between you, the Client and us, the Company.

This also forms an agreement that we shall issue all invoices and other correspondence to the email address you provided.

**Changes:** If you the Client would like to change what is to be supplied, we would request that you confirm this in writing or other durable form e.g., email. This will ensure that both parties have a record of

what was agreed. Any changes to the contract including all design, improvements and additional extras will incur costs due to the extra research time prior to ordering additional components. We may also charge additional time for subsequent on-site meetings, drop-ins or phone calls that are directly connected to changes to the job being worked on, in line with the project hourly rate. Changes are also likely to impact the original timescales for completion.

**Delay:** We will aim to complete the work within the agreed timescale. We are only liable for delays caused by our own negligence. Any work will be completed within a reasonable time.

**Payment:** A holding deposit is required to secure the job/project/build booking date. Holding deposits are a commitment to buy and are therefore non-returnable. This will then be followed by staged payments, the first of which is required 4-6 weeks prior to the commencement date as materials/parts require advance ordering. All invoices will be issued via email must be paid immediately upon presentation.

Each paid invoice is a commitment to the contract and a commitment to buy and therefore non-refundable. The balance invoice is due upon completion of the job. Your vehicle may only leave site upon cleared funds unless an alternative arrangement has been agreed. The payment method is by BACS into the bank account detailed on the invoice.

In the unlikely event that you are dissatisfied with the work we have done, you are entitled to withhold an amount to cover any corrective work that may be required. We should be given the opportunity to complete any corrective work in the first instance.

**Services Provided:** Your rights under the Consumer Rights Act 2015, state that services should be provided with reasonable care and skill, within a reasonable time, (if no specific time has been agreed) and for a reasonable cost, (if no exact price has been agreed). If a problem arises, we aim to resolve the issue within a reasonable time.

**Goods Provided:** Any goods provided in line with the contract should be as described, of satisfactory quality, and fit for the purpose made known.

All materials remain the property of The Company until final payment has been received.

**Damage:** We will not be liable for any damage unless caused by our negligence.

**Insurance:** Customers/clients must maintain their own insurance policy for the duration of their vehicle being at our workshop; we recommend a 'Laid Up' policy as a minimum. We, the Company will not be liable for any loss of property or vehicle costs in the event of theft, fire, or damage. Vehicles are left with us at the Client/customer's own risk.

**Privacy Policy:** We take your privacy very seriously. and we ask that you read our privacy policy carefully as it contains important information in relation to your personal information, if you would like us to email you a copy, please just ask.

**Complaints Policy:** We are committed to providing the highest levels of care to all our clients. If you are in any way dissatisfied with our services, then please let us know as soon as possible following completion of the job. This will help us to continually improve our service to you.

In the first instance, complaints should be emailed directly to the Company at [info@swellcampers.co.uk](mailto:info@swellcampers.co.uk). Please state 'Complaint' in the reference header and in the body of the email detail the nature of your complaint along with your contact details. We will acknowledge receipt of your complaint within three working days.

**Alternative Dispute Resolution:** We are required by law to advise you if we belong to a dispute resolution service and if we are prepared to use this service in the event a dispute arises.

We are not part of an ADR scheme, if a dispute occurs which we cannot resolve we will provide you with the details of a certified ADR provider and we will let you know whether we intend to use the ADR process. By law we do not have to use an ADR provider, but we do need to provide you with the details.

If you require advice on your consumer rights, please contact Citizens Advice Consumer Service on: 03454 04 05 06 or visit their website [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

**Feedback & Marketing:** To ensure that we continue to provide the best service possible and to help other future customers, we may request your feedback and seek consent to have this feedback published on our website, and/or third-party websites where we may promote our services from time to time.

We occasionally take photos of the work we are undertaking to enable future potential clients to see the variety of services we offer. When we publish these photos on our website or platforms such as Facebook, Instagram we do not state any client's names or addresses.

**CHANGES TO OUR TERMS & CONDITIONS:** We may change these Terms & Conditions from time to time to meet current legislation and business needs. You should check this policy occasionally to ensure you are aware of the most recent version.