



# Terms and Conditions

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## Terms and Conditions ("Terms")

Last updated: 04/01/2022

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.newdawnconversions.co.uk> website operated by us ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. You agree to be bound by these Terms and Conditions, as amended from time to time with or without notice to you. In addition, if you are using a particular service on or through this website, you will be subject to any rules or guidelines applicable to those services and they shall be incorporated by reference into these Terms and Conditions. Please see our Privacy Policy, which is incorporated by reference into these Terms and Conditions by reference.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

### Definitions:

- 1) "You" "Your" "Buyer": The customer.
- 2) "We" "Us" "Our": A general manager, business manager, New Dawn Conversions.
- 3) Manufacturer: The manufacturer of the vehicle.
- 4) Part Exchange: The value attributable to the Part Exchange Vehicle (if any).
- 5) Purchase Price: The purchase price for any Item, Vehicle or service.
- 6) Cleared Funds: Funds received in our account that are available for withdrawal. The delay in becoming Cleared Funds will depend on the payment method you choose.

### Our Service:

Our website and services provided to you on and through our website on an "as is" basis. You agree that we exclusively reserve the right and may, at any time and without notice and any liability to you, modify or discontinue this website and its services or delete the data you provide. Whether temporarily or permanently. We shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy or improper delivery of any data or information. We may also place an extension on any timescales we may have given in which work is to be completed on your vehicle or goods at any time, without warning – although every effort will be made to warn you prior to this eventuality.

### Your responsibilities and registration obligations:

In order to use this service, you must agree to provide truthful information when requested. When registering and/or using any of our services including but not limited to our web-store, you explicitly agree to our Terms and Conditions, which may be modified by us from time to time and available here.

### **Privacy Policy:**

Registration data and other personally identifiable information that we may collect is subject to the terms of our Privacy Policy.

### **Registration and password:**

You are responsible to maintain the confidentiality of your password and shall be responsible for all uses via your registration and/or login, whether authorized or unauthorized by you. You agree to immediately notify us of any unauthorized use or your registration, user account or password.

### **Your conduct:**

You agree that our website may expose you to content that may be objectionable or offensive. We shall not be responsible to you in any way for the content that appears on this website nor for any error or omission. You explicitly agree, in using this website or any service provided, that you shall not: (a) Provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortious, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic, designed to or does interfere or interrupt this website or any service provided, infected with a virus or other destructive or deleterious programming routine, give rise to civil or criminal liability, or which may violate an applicable local, national or internal law; (b) impersonate or misrepresent your association with any person or entity, or forge or otherwise seek to conceal or misrepresent the origin of any content provided by you; (c) Collect or harvest any data about other users; (d) Provide or use this website and any content in a manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising without our prior written consent; (e) Provide any content that may give rise to our civil or criminal liability or which may constitute or be considered a violation of any local, national or international law, including but not limited to laws relating to copyright, trademark, patent or trade secrets; (f) Infringe on any copyrights or intellectual property rights; (g) Contact other members to request they purchase any items of similar nature to that of those provided, designed and manufactured by New Dawn Conversions. This includes any products both holding, and not currently holding a valid patent. (h) Try to hack into <http://www.newdawnconversions.co.uk>'s database and software providers under any circumstances. (u) Log in, or attempt to log in, to an account which is not maintained by yourself.

### **Third party services:**

Goods and services of third parties may be advertised and/or made available on or through this website. Representations made regarding products and services provided by third parties are governed by the policies and representations made by these third parties. We shall not be liable for or responsible in any manner for any of your dealings or interaction with third parties.

### **Indemnification:**

You agree to indemnify and hold us harmless, our subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from any claim or demand, including reasonable legal fees, that may be made by any third party, that is due to or arising out of your conduct or connection with this website or service, your violation of these Terms and Conditions or any other violation of the rights of another person or party.

**Disclaimer of warranties:**

You understand and agree that your use of this website and any service or content provided (The "Service") is made available and provided to you at your own risk. It is provided to you "as is" and we expressly disclaim all warranties of any kind, implied or expressed, including but not limited to the warranted of merchantability, fitness for a particular purpose, and noninfringement. We make no warranty that any part of the service will be uninterrupted, error-free, virus-free, timely, secure, accurate, reliable, of any quality, nor that any content is safe in any manner for download. You understand and agree that neither us nor any participant in the service provides professional advice of any kind and that use of such advice or any other information is solely at your own risk and without our liability of any kind. Some jurisdictions may not allow disclaimers of implied warranties and the able disclaimer may not apply to you only as it relates to implied warranties.

**Limitation of liability:**

You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to: damages for loss of profits, goodwill, use, data or other intangible loss (even if we have been advised of the possibility of such damages), resulting from or arising out of; (I) The use of or the inability to use the Service; (II) The cost to obtain substitute goods and/or Services resulting from any transaction entered into on or through this Service; (III) Unauthorized access to or alteration of your data transmissions; (IV) Statements of conduct of any third party on the Service, or (V) Any other matter relating to the Service. In some jurisdictions, it is not permitted to limit liability and therefore such limitations may not apply to you.

**Reservation of rights:**

We reserve all of our rights, including but not limited to any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that we may have in our website, its content, and the goods and services that may be provided. The use of our rights and property requires our prior written consent. We are not providing you with any implied or express licenses or rights by making services available to you and you will have no rights to make any commercial uses of our website or service without prior written consent.

**Notification of copyright infringement:**

If you believe that your property has been used in any way that would be considered copyright infringement or a violation of your intellectual property rights, you may contact us by clicking on the 'Contact Us' tab. The copyright holder must provide us with all of the following information: (a) A signature of a person authorized to act on behalf of the owner of the copyright that is allegedly infringed. (b) Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information to allow us to locate the material. (c) Contact information for the person giving the notification, such as an address and telephone, and if available, and email address at which such

person may be contacted. (d) A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. (e) A statement that the information in the notification is accurate and, under penalty of perjury, that the person providing the notification is authorized to act on behalf of the owner of the copyright that is allegedly infringed.

**Applicable law:**

You agree that these Terms and Conditions and any dispute arising out of your use or misuse of our products or services shall be governed by and construed in accordance with local laws where the headquarters of the owner of this website is located, without regard to its conflict of law provisions. By registering or using this website and/or our Services you consent and submit to the exclusive jurisdiction and venue of the county or city where the headquarters of the owner of this website is located.

**Miscellaneous information:**

(1) In the event that these Terms and Conditions conflicts with any law under which any provision may be held invalid by a court with jurisdiction over the parties, such provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms and Conditions will remain valid and intact; (2) The failure of either party to assert any right under these Terms and Conditions shall not be considered a waiver of any that party's right and that right will remain in full force and effect; (3) You agree that without regard to any statute or contrary law that any claim or cause arising out of this website or its services must be filled within One year after such claim or cause arose or the claim shall be forever barred; (4) We may assign our rights and obligations under these Terms and Conditions and we shall be relieved of any further obligation.

**Consent:**

By continuing to browse or otherwise accessing the website, you signal acceptance of the terms and disclaimer set out above. If you do not accept any of these terms, leave the website now. You also agree to give your consent when using any services we provide, including but not limited to purchasing a product, by placing a deposit on a vehicle, or booking in for one of the many services we offer.

**Content and materials:**

New Dawn conversions may use your feedback to show potential customers examples of what customers think of our services and products. If, at any point, New Dawn Conversions decide to allow advertising to take place in any section of the website, they reserve the right to display adverts relating to, but not limited to, similar products or services.

**Interpretation:**

Where permissible by law, 'New Dawn Conversions' is the owner of these Terms and Conditions.

**Usage data:**

In the course of navigating through our website, your keystrokes and page views may be recorded and stored as user data. This information resides on our servers and is never passed on to a third party, unless otherwise stated in our Privacy Policy. This information is usually held purely to provide statistical analysis and trace errors, in an effort to benefit our clients.

### **Refund policy:**

Refunds can be appealed for through the contact us page on our website, or by emailing [sales@newdawnconversions.co.uk](mailto:sales@newdawnconversions.co.uk). Refund requests must be made within 14 days of purchase date and will only be considered if the product appears to be faulty or damaged. New Dawn Conversions reserves the right to consider these refunds on an individual basis, and as a result may deny any refund requests made. Refunds may only be applied for by the purchaser only.

### **Service/Sales:**

Sales and/or Services offered by New Dawn Conversions may be suspended at any point and without prior notice. These Services include but are not limited to; camper conversions, seat modification, roof fitting, sales of products, sales of vehicles, manufacture of products. In the event a service is suspended and you are booked in for this service we will be in touch with you regarding this booking.

### **Inactivity:**

We reserve the right to terminate without notice inactive accounts. For the purpose of this operation, inactive means that we receive complaints about the accounts or an extreme delay of time between last log in up to date.

### **Requirements:**

The website is accessible on most internet browser platforms, but will work best on those such as, but not limited to, Google Chrome, Safari and Internet Explorer.

### **Updates:**

From time to time, New Dawn Conversion's servers must be disabled for updates – i.e. important security updates or software upgrades. Where possible, notice will be given of this down-time. An example of an update which will receive no notice is a critical security update which closes a loophole detrimental to our customer's security or experience. In each case, New Dawn Conversions has not legal responsibility to provide notice.

### **Support:**

All support is handled online via the forms and other contact methods, as advertised on the website <http://www.newdawnconversions.co.uk> or by emailing [sales@newdawnconversions.co.uk](mailto:sales@newdawnconversions.co.uk) directly. The New Dawn Conversions registered trading address is Unit 5, PDH Industrial estate, Western Way industrial park, Wednesbury, WS10 7QQ. For enquiries please call +44(0)7850870145

### **Deposits:**

All Deposits taken are non-refundable. In the event of cancellation, by you, you (the customer) agrees to forfeit any deposit paid.

### **Warranty:**

New Dawn conversions warranty any work undertaken for 3 months, unless otherwise stated.

### **Contract:**

A contract is formed between 'you' and 'us' by using this website, when placing a deposit, when making a booking, and/or agreeing to a purchase of a product, vehicle or service. If we are unable to accept your order at any point, we will inform you of this either in writing or via telephone.

Reasons for this may be because; (I) Item is out of stock (II) an error in pricing has been identified (III) It would cause us to breach any legal agreement with our supplier, or any applicable law or regulation.

### **Your rights to make changes:**

If you wish to make a change to your order, vehicle or booking, please contact us so we can let you know if it is possible. If so this may make changes to the purchase price, expected completion times and delivery dates. We will ask you to confirm in writing that you wish to go ahead with the change, which will subsequently take effect if it is agreed in writing by us.

### **Responsibility and ownership of a vehicle:**

The vehicle will be your full responsibility from the time payment has cleared in full. Payment must be cleared in full prior to collection or delivery of a vehicle.

### **Your rights to end the contract:**

- (i) Ending before delivery and/or payment: You may contact us to end your contract for the vehicle at any time before we have delivered it or it has been collected, any deposit placed will be forfeited and we may in some cases charge you reasonable compensation for doing this, for example if materials have been ordered. You do have rights when a product is faulty or mis-described.
- (ii) We have suspended supply of the vehicle for technical reasons.
- (iii) Off trade premises purchases only: Your right to change your mind: If you have entered this contract without any face to face contact between us or anyone acting on our respective behalves or it has been completed off trade premises, you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the vehicle is delivered to you or you arrange for your carrier to collect the Vehicle. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) to either address stated on our Terms and Conditions under Support. To meet this cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. You should keep proof of sending us your communication. This clause does not apply where the Vehicle has been made to your specifications or has been personalized;
- (iv) What happens if you end the contract without good reason: If you are not ending the contract for one of the reasons set out above, then the contract will end immediately. Any

deposit paid will be lost. If advance payments have been made these will be refunded but we may deduct from that refund (or, if you have not made an advance payment, we will charge you) reasonable compensation for the net costs we will incur as a result of your cancellation and the reflect the diminished value of the Vehicle resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the Vehicle;

- (v) Returning the Vehicle after ending the contract: all delivery, return and/or collection costs must be covered by the buyer, 'you'.
- (vi) Should a refund be issued this will be made payable to you by the method used for payment within 14 days of us receiving your written notice of cancellation, providing the vehicle has been returned in the same condition it was initially received.

#### **Our rights to end the contract:**

- (i) We may end the contract if you break it. We may end the contract at any time if you (a) do not make payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due; (b) you do not, within a reasonable time, allow us to deliver the Vehicle to you or collect it from us; or (c) You do not provide us with the information we require.
- (ii) You must compensate us if you break the contract: If we end the contract in the situations set out above, and should any refund be due, this will be made payable to you by the method used for payment within 14 days. Reasonable compensation for the net costs we will incur as a result of you breaking the contract and to reflect the diminished value of the vehicle resulting from the handling other than which is necessary to establish the nature, characteristics and functioning of the Vehicle.

#### **If there is a problem with the vehicle:**

- (i) Summary of your legal rights: We are under legal duty to supply the Vehicle that is in conformity with this contract. For detailed information, please contact the Citizens Advice Bureau. If you wish to exercise your legal rights to reject the Vehicle you must return it in person to where you bought it.
- (ii) Used Vehicles are not sold subject to or with any express warranty or guarantee whatsoever, unless we agree with you in writing and only on such terms and conditions contained in such warranty or guarantee which shall be given separately to this contract. The warranty does not affect your legal rights. You are advised to read the terms and conditions of any warranty carefully as a failure to comply with those terms and conditions may lead to invalidation.

#### **Part exchange vehicle:**

We may agree to accept a Part Exchange Vehicle as part of the Purchase Price. If so, the following applies: ( i) Warranty: You warrant that: (a) the Part Exchange Vehicle is your absolute property, free from any hire purchase agreements, charges or other liens or encumbrances; (b) when delivered to us, the Part Exchange Vehicle will be in the same condition (subject only to fair wear and tear and reasonable increase in mileage) as when examined by us prior to fixing the Part Exchange Allowance; (c) the Part Exchange Vehicle has never suffered serious accident damage; and (d) the mileage shown on the odometer of the Part Exchange Vehicle is correct; (ii) Delivery: You shall delivery the Part Exchange Vehicle to us on or before delivery of the Vehicle to be supplied by us, and that the property in the Part Exchange Vehicle shall pass to us absolutely; (iii)

Charges: We may accept the Part Exchange Vehicle subject to any financial charge or lien disclosed by you and the Part Exchange Allowance shall take into account any payment necessary to release the Part Exchange Vehicle from such charge or lien provided that is the payment required to release the Part Exchange Vehicle from such financial charge or lien exceeds that disclosed to us, the Part Exchange Allowance shall be reduced by and/or you shall pay to us immediately the amount of such excess; (iv) Reducing the Part Exchange Allowance: If the Part Exchange Allowance Vehicle is delivered to our place of business in a worse condition or with an unreasonable increase in mileage or 60 days after agreeing the Part Exchange Allowance (other than as a result of the delay caused by us), we may make reasonable reduction to the Part Exchange Allowance.

**Other important terms:**

- 1) 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.
- 2) 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 a term is unlawful, the remaining terms will remain in full force and effect.
- 3) If we delay in enforcing this contract, we can still enforce it later. If we do not immediately insist that you do anything that you are required to do under these terms, or if we delay in taking steps against you for your breaking this contract, you still have to do those things and it will not prevent us from taking steps against you at a later date.
- 4) 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 the English courts

**Notice:**

New Dawn Conversions reserves the right to terminate accounts without prior notice as well as the right to alter any products pricing / delivery charges, and also the right to remove any specific product from the Web-Store, without having to replace it. Complaints against our site should be directed to our support department which can be reached by emailing [sales@newdawnconversions.co.uk](mailto:sales@newdawnconversions.co.uk). New Dawn Conversions will openly work with the law enforcement agencies to help with any investigations.