

## TERMS AND CONDITIONS

1. Where the agreement is for the purchase of goods to be ordered from any Manufacturer (e.g. built to order), the Seller and Purchaser will agree an estimated delivery date. The Seller will use best endeavours to deliver by such date, but does not guarantee time of delivery, and the Seller shall not be liable for any loss or damage suffered by the Purchaser through any reasonable or unavoidable delay in delivery howsoever caused. If the Seller fails to deliver the vehicle within 30 days of the estimated delivery date the Purchaser may give written notice to the Seller requesting delivery within a further 7 days. If delivery doesn't occur then the contract may be cancelled and any deposit paid shall be returned to the Purchaser in full and the Seller shall have no further liability.
2. In the event of the Manufacturer ceasing to make a caravan/motorhome of the type ordered by the Purchaser, the Seller shall return the deposit in full to the Purchaser and cancel this agreement without further liability on his part.
3. The Purchaser may cancel the order within a cooling-off period of 5 days (for on premises contracts) or 14 days (for off premises contracts) from the date of order, and receive back in full any deposit paid. If the order is cancelled after that date, any refund of the deposit will be at the sole discretion of the Seller.
4. Where the Seller agrees to allow part of the purchase price to be satisfied by the Purchaser delivering a used caravan/motorhome in part exchange, the used caravan/motorhome shall be delivered to and accepted by the Seller subject to the following conditions:
  - a) that the used caravan/motorhome shall be delivered to the Seller in the same condition as described by the Purchaser at the time of order (subject only to fair wear and tear); and
  - b) that any quoted or estimated part exchange value for the used caravan/motorhome will only be confirmed upon physical inspection by the Seller; and
  - c) that either (i) the used caravan/motorhome is the absolute property of the Purchaser and free from any Hire Purchase Agreement or other legal encumbrance whatsoever, or (ii) the used caravan/motorhome is the subject of a Hire Purchase or Credit Sale agreement and any outstanding finance is capable of being settled by the Purchaser of the used caravan/motorhome. In such a case the amount of the part exchange allowance shall be reduced accordingly.
5. In the event of a used caravan/motorhome being taken in part exchange the Seller may proceed to dispose of it before delivery of the goods. If the Seller disposes of the part exchange caravan/motorhome within the cooling off period or if the order is cancelled by the Seller, the sum to be paid back for the part exchange caravan/motorhome shall be the previously agreed part exchange allowance price. In all other circumstances where the goods are not delivered or the order is cancelled by the Purchaser, the sum to be paid back for the part exchange caravan/motorhome shall be the lower of either the price at which it was sold by the Seller or the previously agreed part exchange allowance price.
6. The Purchaser shall pay the Seller the balance of the purchase price of the goods before delivery. Delivery will not take place before the date indicated on the order form unless an earlier delivery date is agreed.
7. If the Purchaser shall fail reasonably to take delivery of, or pay for, the goods, the Seller may cancel the agreement and:
  - a) The deposit shall be forfeited. Unless specifically detailed in writing on the order, the Purchaser's liability will not exceed the full value of the deposit.
  - b) The Seller shall be entitled to dispose of the goods as he may think fit without any liability to the Purchaser.
8. Any notice to be given under this agreement shall be deemed to have been duly served if sent by Recorded Delivery to the Purchaser's last known address in the Seller's possession and subsequently recorded as having been delivered.
9. Where the goods are a new caravan/motorhome and such goods benefit from a Manufacturer's warranty and warranty work is required and authorised, it will be the Purchaser's obligation to return the goods to the Seller's premises for such works to be undertaken. The Seller shall have no liability for any damages or claims of any kind either consequential or economic arising from the undertaking of such warranty work.
10. Nothing in these terms is intended to affect any of the Purchaser's statutory rights with regards to the goods we supply. For more information on these statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.