

Terms and Conditions of Sale

1. Definitions and Interpretation

- 1.1. In these terms unless the context requires otherwise:-
- 1.1.1. "Accessory" means an extra or accessory specified in the Order;
 - 1.1.2. "Allowance" means the sum specified in the Order for a Part Exchange Vehicle;
 - 1.1.3. "Completion" means the completion of the transaction, comprising payment of the Purchase Price, the Seller's delivery of the Vehicle and the Purchaser delivering any Part Exchange Vehicle in accordance with clauses 8.3 and 8.5;
 - 1.1.4. "Contract" means the contract for the sale and purchase of the Vehicle;
 - 1.1.5. "Encumbrance" means any third party charge or interest;
 - 1.1.6. "Estimated Delivery Date" means the estimated delivery date (if any) specified on the Order;
 - 1.1.7. "Manufacturer" means the manufacturer or concessionaire of the Vehicle;
 - 1.1.8. "Order" means the order for the purchase of the Vehicle;
 - 1.1.9. "Part Exchange Vehicle" means any used vehicle offered by the Purchaser and accepted by the Seller in part exchange for the Vehicle, which will be detailed in the Order under the heading "Part Exchange Description" or similar;
 - 1.1.10. "Purchase Price" means the price for the Vehicle (including, where applicable, Accessories, road fund licence, delivery, warranty, insurance, fuel, and value added tax) current at the date of the Order;
 - 1.1.11. "Purchaser" means the person, firm or company placing the Order;
 - 1.1.12. "Seller" means Knowepark Caravans Limited (Company No. SC107878), having their Registered Office at Hardie Road, Deans Industrial Estate, Livingston, West Lothian, EH54 8BA; and,
 - 1.1.13. "Vehicle" means the motorhome or caravan and any Accessory detailed in the Order (subject to clauses 4.4 and 4.5).
- 1.2. Headings are for guidance only and do not form part of the Contract. The masculine shall include all genders and the singular shall include the plural and vice versa. References to statutory provisions also refer to such provisions as amended or re-enacted.
- 1.3. These terms and conditions, together with the terms set out in the Order, constitute the whole terms of the Contract. No variation of the Contract shall be effective unless agreed in writing by both the Purchaser and the Seller.

2. Cancellation

- 2.1. Unless entitled to do so under clause 2.2, 3.5, 4.3 or 13, the Purchaser may not cancel the Contract without the prior written agreement of the Seller. If the Purchaser seeks to cancel the Contract in any other manner, the Seller may (without prejudice to its other rights and remedies) retain from any deposit paid an amount equal to any costs and/or expenses incurred or likely to be incurred by the Seller in connection with the Vehicle, the Contract and/or the cancellation of the Contract. Where the Purchaser cancels the Contract under clause 2.2, 3.5, 4.3 or 13 the Seller shall return any deposit paid to the Purchaser and thereafter shall have no further liability to the Purchaser under the Contract.
- 2.2. If the Vehicle is purchased at a distance within the meaning of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Purchaser has 14 days from of receipt of the Vehicle to notify the

Seller of his wish to cancel the Contract and requires the Seller to refund the Purchase Price. In these circumstances, the Purchaser must immediately cease use of the Vehicle, keep the Vehicle in a reasonable condition and return the Vehicle or make it available for collection and pay the Sellers reasonable costs of collection and the difference, if any, between the value of the Vehicle when returned and the Purchase Price.

- 2.3. Conditions 2.2, 3.5, 4.3 and 13 do not apply to bespoke vehicles manufactured to the Purchaser's specification and cancellations or returns in such circumstances are not accepted.

3. Delivery

- 3.1. Unless otherwise specifically agreed in writing, "delivery" means the Seller making the Vehicle available at the Seller's premises for collection by the Purchaser.
- 3.2. The Estimated Delivery Date is an estimate only. Time of delivery is not of the essence of the Contract. The Seller shall endeavour to deliver the Vehicle by the Estimated Delivery Date but shall not be liable for any loss, damage or delay occasioned by failure to deliver on the Estimated Delivery Date.
- 3.3. As soon as the Vehicle is ready for delivery, the Seller shall inform the Purchaser who shall then have fourteen (14) days in which to pay the Purchase Price (less the Allowance and deposit, if any) and take delivery of the Vehicle.
- 3.4. The Purchaser shall not be entitled to take delivery of the Vehicle unless the Purchase Price has been paid in full by cleared funds. Failure to pay shall entitle the Seller to treat the Contract as repudiated by the Purchaser. If the Seller treats the Contract as repudiated by the Purchaser, the Seller may, without prejudice to its other rights and remedies, retain any deposit paid by the Purchaser, sell the Vehicle and retain the proceeds of sale.
- 3.5. If the Seller fails to deliver the Vehicle within ninety (90) days after the Estimated Delivery Date the Purchaser may give twenty-eight (28) days' notice to the Seller requiring delivery. Failing such delivery the Purchaser may cancel the Contract and the Seller shall refund any deposit paid by the Purchaser.
- 3.6. If the Vehicle is a new motorhome or caravan, the Seller may cancel the Contract and refund any deposit paid by the Purchaser if the Manufacturer ceases to produce that model of motorhome or caravan.

4. Price and Changes to Price

- 4.1. The Seller reserves the right to increase the Purchase Price by a sum equivalent to any increase in the cost or rate of road fund licence or value added tax which occurs between the date of the Order and the date of delivery. The Purchaser shall be bound to pay the price as so varied.
- 4.2. If before the date of delivery an increase occurs in the Manufacturer's price for the Vehicle or any Accessory, the Seller may notify the Purchaser of the amount of any such increase which the Seller intends to pass on to the Purchaser by increasing the Purchase Price by an equivalent amount.
- 4.3. The Purchaser may cancel the Contract within fourteen (14) days after the date of a notice under clause 4.2, failing which the increase in the Purchase Price shall form part of the Contract
- 4.4. If the Seller is unable to supply any Accessory, the Seller may substitute a reasonable equivalent or remove the Accessory from the Order and reduce the Purchase Price by an amount equal to the price of that Accessory.
- 4.5. The Seller's inability to supply an Accessory shall not constitute a breach of contract or entitle the Purchaser to repudiate the Contract or reject the Vehicle.

5. Payment

- 5.1. Unless otherwise agreed by the Seller (and in all cases other than a sale via a finance company pursuant to clause 7) the Purchaser shall pay the Purchase Price in cleared funds by bank transfer. Cheque payments are not acceptable. Credit and debit card payments are only acceptable if specifically agreed in writing by the Seller.
- 5.2. Interest will be charged to the Purchaser on all amounts remaining outstanding and unpaid after the due date for payment and/or on all sums due by way of damages for breach of the Contract at the rate of 2% per annum above the base rate of The Royal Bank of Scotland plc in force from time to time and shall accrue on a daily basis from the date on which payment fell due until payment in full has been received by the Seller. If no specific date for payment is set out in the Contract then the due date for payment shall be the earlier of:-
 - 5.2.1. the date of delivery of the Vehicle; and
 - 5.2.2. the date which is fourteen (14) days after notice from the Seller to the Purchaser that the Vehicle is ready for delivery.

6. Ownership

- 6.1. Ownership of the Vehicle shall remain with the Seller until full payment of the Purchase Price has been made to the Seller.
- 6.2. If, while ownership of the Vehicle remains with the Seller, the Seller grants the Purchaser the use the Vehicle or any other vehicle (both hereinafter referred to as the "Loan Vehicle") the Purchaser:-
 - 6.2.1. shall be entitled to use the Loan Vehicle until the occurrence of the first of the events or dates specified in clause 6.3;
 - 6.2.2. shall keep the Loan Vehicle safe and in good condition and insured for its full replacement value against all usual risks with a reputable insurance company. The Seller shall immediately upon receipt, pay the proceeds of any claim under such insurance, without deduction to the Seller;
 - 6.2.3. shall not use the Loan Vehicle for self-drive hire, taxi work, racing, off-road driving, green laning or any other purpose not reasonably considered as normal domestic use;
 - 6.2.4. shall not create any Encumbrance over the Loan Vehicle nor do anything inconsistent with the Seller's ownership of the Loan Vehicle;
 - 6.2.5. irrevocably authorises the Seller and their representatives to enter any premises at which the Loan Vehicle is situated for the purposes of inspecting the Vehicle and identifying it as the Seller's property.
- 6.3. The Purchaser's entitlement to use the Vehicle shall terminate:-
 - 6.3.1. on the date on which notice is given by the Seller under clause 6.4 and/or if the Purchaser suffers any of the following:-
 - 6.3.1.1. being an individual, is sequestered, enters into an individual voluntary arrangement or signs a trust deed for creditors;
 - 6.3.1.2. being a company, goes into liquidation or if a receiver or an administrator is appointed or makes an application to be declared insolvent or becomes apparently insolvent or makes any arrangement with creditors; or is struck off the register of companies or is dissolved.
- 6.4. The Seller may, by giving notice to the Purchaser, terminate the Purchaser's entitlement to use the Loan Vehicle:-
 - 6.4.1. if the Seller has reasonable grounds to believe that the Purchaser may not pay any sum on the due date to the Seller; and/or,
 - 6.4.2. if the Seller reasonably believes the Purchaser is in breach of the Contract.

- 6.5. Upon termination of the Purchaser's entitlement to use the Loan Vehicle, the Purchaser shall return the Loan Vehicle to the Seller in good condition. The Purchaser irrevocably authorises the Seller to enter upon any of the Purchaser's premises for the purpose of removing the Loan Vehicle.
- 6.6. The repossession of the Loan Vehicle by the Seller in accordance with this clause shall be without prejudice to the Seller's other rights or remedies against the Purchaser.

7. Finance

- 7.1. Notwithstanding the following provisions of this Contract, the Purchaser may, within fourteen (14) days after receiving notification that the Vehicle is ready for delivery, arrange for a finance company to purchase the Vehicle from the Seller for the Purchase Price upon the same terms (other than the identity of the Purchaser) as the Contract. Upon payment of the Purchase Price the finance company so introduced shall be deemed to be the purchaser of the Vehicle (and all references to the Purchaser shall be construed accordingly) and the Seller will deliver the Vehicle to the order of such finance company (and all references to delivery of the Vehicle shall be construed accordingly, delivery to the Purchaser first named in the Order being deemed to be effective delivery to the order of the finance company).
- 7.2. If the Purchaser introduces the sale of the Vehicle to a finance company, as specified in clause 7.1, the provisions of this Contract as regards the Purchaser originally named in the Order shall then cease to have effect with the exception of the terms relating to any Part Exchange Vehicle which shall continue to have effect, with one variation; the Seller shall, on behalf of the Purchaser, account for the Allowance and any deposit paid under this Contract to the order of such finance company. The finance company shall thus be substituted as the Purchaser of the Vehicle hereunder.
- 7.3. The purchase of the Vehicle by the finance company at the request of the Purchaser shall not release the Purchaser from his obligations under clauses 9 and 11 to inspect the Vehicle and satisfy himself that the Vehicle is suitable for his purposes.

8. Part Exchange

- 8.1. The provisions of this clause shall apply where the Purchaser has proffered a Part Exchange Vehicle. Where the Seller agrees to allow part of the Purchase Price to be discharged by the Purchaser delivering the Part Exchange Vehicle to the Seller, the Allowance is given and received and the Part Exchange Vehicle is delivered and accepted as part of the Contract on the conditions set out in clauses 8.2 to 8.7. The Allowance shall be held by the Seller pending Completion.
- 8.2. The Purchaser shall pass good title to the Part Exchange Vehicle to the Seller either:-
 - 8.2.1. free from Encumbrance; or
 - 8.2.2. if there are Encumbrances on the Part Exchange Vehicle which all are capable of settlement by payment of an amount not exceeding the Allowance then the Seller shall apply the Allowance or part thereof, as appropriate, towards settlement of all such Encumbrances and the Allowance shall be reduced by the amount so applied. Settlement of any Encumbrance shall only be made after the Seller has received the Part Exchange Vehicle.
- 8.3. The Seller has had the opportunity to examine the Part Exchange Vehicle for the purpose of determining the Allowance. The condition of the Part Exchange Vehicle shall be in substantially the same condition (fair wear and tear

excepted) at the date of delivery to the Seller as at the date of the Seller's original examination thereof.

- 8.4. Ownership of the Part Exchange Vehicle shall pass to the Seller on delivery.
- 8.5. Without prejudice to clause 8.3 the Purchaser shall deliver the Part Exchange Vehicle to the Seller within fourteen (14) days of notice to the Purchaser that the Vehicle is ready for collection.
- 8.6. If Completion takes place on a date which is more than thirty (30) days after the date of the Order, the Seller reserves the right to reduce the Allowance by an amount equal to 2.5% of the original valuation of the Part Exchange Vehicle for each completed period of thirty (30) days between the date of the Order and Completion.
- 8.7. Where the Seller has already taken delivery of a Part Exchange Vehicle and the Order is cancelled thereafter, the part exchange transaction will be treated as a sale and purchase transaction and a sum equivalent to the Allowance shall be paid by the Seller to the Purchaser as the purchase price of the Part Exchange Vehicle
- 8.8. If any of clauses 8.2 to 8.6 are not fulfilled, the Seller shall be discharged from any obligation to purchase the Part Exchange Vehicle or to make the Allowance and the Purchaser shall discharge the Purchase Price in full in cash.

9. Used Vehicles

- 9.1. If the Vehicle is a used vehicle, the Vehicle is sold:-
 - 9.1.1. subject to any defects which the Seller has drawn to the Purchaser's attention prior to the Purchaser placing the Order; and,
 - 9.1.2. subject to any defects which the Purchaser discovered or ought to have discovered upon examining the Vehicle prior to placing the Order (irrespective of whether the Purchaser has carried out such examination) and in that regard the Purchaser acknowledges that he has been afforded the opportunity to examine the Vehicle.

10. Warranty

- 10.1. A new Vehicle is sold with the benefit of the Manufacturer's warranty, the terms of which are available upon request from the Seller or from the Manufacturer's website. Except where the Vehicle is delivered to the order of a finance company pursuant to clause 7, the Seller shall supply to the Purchaser a copy of the warranty terms on delivery of the Vehicle.

11. Limit of Liability

- 11.1. The Purchaser confirms that he has satisfied himself as to the suitability of the Vehicle for his purposes and of its satisfactory quality. The Purchaser acknowledges that specifications and other information in any Manufacturer's publication for the Vehicle do not form part of the Contract and the Seller shall have no liability for such specifications and other information.
- 11.2. The Seller's total liability for the aggregate claims of the Purchaser shall not exceed the Purchase Price.
- 11.3. Nothing in the Contract shall limit or exclude the Seller's statutory liabilities.

12. Termination

- 12.1. Without prejudice to any of its other rights and remedies, the Seller shall be entitled to postpone delivery of the Vehicle and suspend performance of the Contract and may, by notice in writing to the Purchaser, terminate the Contract at any time:-
 - 12.1.1. following the occurrence of any of the events specified in clause 6.3 and/or

12.1.2. if the Seller reasonably believes that the Purchaser is in breach in whole or in part of any warranty and/or representation given to the Seller.

13. Force Majeure

13.1. The Seller shall not be liable for its inability to comply with any of the terms of the Contract for any reason beyond its control including, but not limited to, Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, pandemic, strike or other action by employees or third parties or the inability to acquire any vehicle required for the performance of the Contract. Failure to deliver the Vehicle for any of the aforementioned reasons shall entitle the Seller or the Purchaser to cancel the Contract and the provisions of clause 2.1 shall apply.

14. Notices and General Provisions

14.1. No waiver of any of the Seller's rights under the Contract shall be effective unless in writing and signed by an authorised representative of the Seller. Any such waiver shall only apply to the specific circumstances in which it is given and is without prejudice to the enforcement of the Seller's rights in relation to different circumstances or the recurrence of similar circumstances.

14.2. Any notice under these terms and conditions must be in writing and sent by pre-paid first-class post or special delivery to or otherwise delivered to or left at the address of the intended recipient as detailed in the Order or to any other address in the United Kingdom which the recipient has subsequently specified as its address for service. Such notices will be treated as served on the second Business Day after the date of posting.

14.3. If any of these terms and conditions are held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of these terms and conditions shall remain unaffected.

14.4. These terms and conditions do not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision herein.

14.5. The Contract is governed by the laws of Scotland and the parties submit to the exclusive jurisdiction of the Scottish courts.