

Motorhome Department Sales Agreement Terms and Conditions (the “Terms”)

These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

1. The leisure asset

- a. All descriptions or illustrations contained in the Company website, brochures, catalogues or elsewhere are for identification purposes only. The Company and their respective servants or agents shall not be responsible for errors of description, unless they are proved to be intentionally mis-leading.
- b. The Buyer should satisfy themselves, prior to sale, as to the condition of the leisure asset and should exercise and rely on their own judgment as to whether the leisure asset accords with any description. The leisure asset is sold on an “as seen as is” basis and no warranty or representation is made by the Company as to the condition of the leisure asset or as to whether the leisure asset accords with any description. All conditions and other terms relating to the leisure asset (whether express or implied by statute or common law) are excluded to the fullest extent permitted by law.
- c. Any reference to the age of the leisure asset in the particulars relating to it, is intended to be a reference to the year of first registration of the leisure asset in the United Kingdom.

2. Basis of sale

- a. The Company warrants to the buyer that they are the true owner of the leisure asset/properly authorised to sell the leisure asset by the true owner and is able to transfer a good and marketable title to the leisure asset free from any third party claims.
- b. Without prejudice to clause 1b, a leisure asset may be sold with the benefit of a third party warranty where the buyer elects to purchase such warranty at the time of sale, or provided by the Company free of charge within the agreed sale price.
- c. The Company and their respective servants or agents shall not be responsible for the administration or enforcement of the warranty referred to in clause 2b. Any claims or issues arising under it shall be dealt with solely by the buyer in accordance with and subject to the terms and conditions of such warranty.
- d. If the buyer wishes additional work to be carried out, then the buyer is liable for all costs relating to that work. This includes payment in full should the purchase deposit agreement not be fulfilled by the buyer, plus any further costs to return the leisure asset to its original state.

3. Payment of deposit and purchase price

The buyer shall pay immediately on agreement of sale (verbal or written), a deposit of ten percent of the purchase price/minimum of £2,000, at which point **the Agreement shall come into force as a contract to buy**. The balance (plus the cost of the warranty referred to in clause 2b and 2d for additional work, where purchased by the buyer) shall be paid in full on the day of handover. Payment is to be made by bank transfer only and must clear our bank account before transfer of ownership can take place. Credit or debit card payments will not be accepted for balance payments.

4. Collection of the leisure asset

- a. Subject to clause 4b, the buyer shall, at their own expense, take away the leisure asset no later than 7 days after being advised the leisure asset is made ready for handover, unless otherwise agreed.
- b. Notwithstanding 4a, the buyer shall pay to the Company charges for removal, storage and insurance of the leisure asset if it is not collected within the said 7 days, at which point (if applicable), the buyer may become liable to further charges incurred in selling the leisure asset on to another buyer, where costs include additional work carried out/valet/reduction in price.

5. Ownership of and risk in the leisure asset

- a. The ownership of the leisure asset shall not pass to the buyer until payment has been made of the purchase price to the Company in full (in cash or cleared funds).
- b. The buyer shall be responsible for loss or damage to the leisure asset from the time of collection or the expiry of 7 days after the handover date (unless otherwise agreed) and neither the Company nor its servants or agents shall afterwards be responsible for any loss or damage (save if and to the extent caused by any act or negligence of theirs) while the leisure asset is in their custody or under their control.
- c. The buyer is solely responsible for complying with all legal requirements relating to the ownership and /or use of the leisure asset, including obtaining all relevant licences, permissions and insurances.

6. Limitation of liability

- a. Nothing in these Terms shall limit, or exclude, our liability for any matter in respect of which would be unlawful for us to exclude or restrict liability.
- b. Subject to clause 6a:
 - (1) We shall under no circumstances whatsoever; whether in contract, tort (including negligence), breach of statutory duty, or otherwise, be liable to you for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms; and
 - (2) Our total liability to you in respect of all other losses arising under or in connection with these Terms shall in no circumstances exceed the price of the leisure asset.
- c. The terms implied by sections 10-11 and 19-24 of the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from these Terms.

7. Remedies for breach of the buyer's obligations

- a. If the leisure asset is not paid for in full and taken away in accordance with clauses 3a and 4, or if there is any breach of these Terms, the Company shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following rights or remedies:
 - (1) take legal proceedings against the buyer for damages for breach of the Agreement. Damages include Motorhome Department costs equating to 10% of the selling price, or £2,000 if greater;
 - (2) rescind the sale of the leisure asset to the buyer (in which case the buyer shall forfeit the deposit);
 - (3) resell the leisure asset or cause it to be resold by public auction or private sale, in which case the buyer shall then pass to the Company any resulting shortfall against the purchase price (after deduction of any part payment and addition of resale costs) and any surplus shall belong to the seller;
 - (4) remove, store (either at the Company premises or elsewhere) and insure the leisure asset at the expense of the buyer;
 - (5) charge the buyer interest on any outstanding sum due under clause 3a from the date such amount was due until the date of payment at the rate of 2% over the Bank of England base rate per month;
 - (6) retain the leisure asset and release it to the buyer only when payment has been made in full (in cleared funds) of the purchase price;
 - (7) apply any proceeds of sale then due, or at any time afterwards becoming due, to the Buyer towards settlement of the Purchase Price and exercise a lien on any property of the Buyer which is in the Company's possession for any purpose.

8. Variation

Any variation to the Agreement and/or these Terms shall only be binding when agreed in writing and signed on behalf of the Company. We reserve the right to revise and amend the Agreement and these Terms from time to time. You will be subject to the terms in force at the date of Agreement.

9. Governing Law

The Agreement, incorporating these Terms, and any matter arising from or in connection with it shall be governed by and construed in accordance with English Law.