

Brokerage Terms and Conditions

These are the Terms and Conditions (the "Terms") for the brokerage of your leisure asset by the broker acting to sell through Motorhome Department ("The Company"). Please read these Terms to ensure that they are complete and accurate before entering the Agreement. The 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.

Notice of the right to cancel

Pursuant to the Terms of the Company and those appointed by the aforesaid Company engaged to carry out business undertaken as a broker, you have the right to cancel this contract within 14 days of signing the agreement to sell and the period will expire 14 days from the appraisal date **when the agreement has not been entered into at the trading place of the Company**. To exercise the right to cancel, you must inform us by email of your decision to cancel this agreement by a clear statement setting out your decision and you must be able to show clear evidence of when the cancellation was made. Please use the form below should you wish to post it, though again evidence must be provided to demonstrate that the cancellation was made within the 14 day cooling off period.

Our Service

The service offered by the Company is to introduce potential buyers to your leisure asset, for which we will receive the difference of the return to you and the price we sell it at on the successful completion of a sale transaction. This service is offered to you on a "no sale, no fee" basis and the Company will manage every aspect of the sale, including advice on current sales trends and likelihood of a realistic return; all associated marketing of the leisure asset, advising offers (where the offer does not meet the minimum return figure) to you for your consideration and handover checks including the documents, warranty applications (where applicable) and payments. We accept no responsibility for the success of the sale, nor do we make any warranty or representation in respect of the same. We do not guarantee that we will be able to sell the leisure asset.

Target/Minimum Return Value

You acknowledge that you have received a target/minimum return value of the leisure asset from us (the "valuation"), or, revised oral confirmation on potential sale. The valuation is provided on a "subject to contract" basis and is not legally binding. The Company reserves the right to withdraw the valuation at any time without legal consequence and with no liability to the seller. The price quoted in the valuation is given in good faith and relies on the information given to the Company by the seller. If the information provided by the seller is inaccurate, false or misleading it will result in an inaccurate valuation which cannot be relied upon by the Company. No liability is accepted by the Company for an incorrect valuation which was given in good faith.

Payment

Once the buyer has paid the accepted purchase price of the leisure asset in full to the Company, the balance (the "target/minimum return") will be paid to the seller, less any further costs beyond that agreed, should work be undertaken to bring the leisure asset up to the standard that ensures it meets MOT pass certificate/habitation damp check and that it is gas and electrically safe; cam belt (where applicable) and being "fit for purpose", plus any other agreed improvements/repairs. The Company will make payment for the leisure asset to the seller as soon as possible following completion of a sale. Completion shall be deemed to have taken place once the Company has received cleared funds from the buyer of the leisure asset and paid the seller. The target/minimum return may be revised by the Company, but only with express agreement of the seller (except where costs have been attributed to make "good" the leisure asset prior to handover to the buyer), unless it does not meet the aforementioned "fit for purpose".

Validity

The Agreement will remain in force for a minimum period of 30 days from the date on which it was signed by the Company and the seller and will continue to be in force thereafter until either a sale is completed, or the Agreement is cancelled in accordance with the cancellation clause below. The Agreement gives the Company the exclusive rights to sell the leisure asset for the term of the Agreement. If you sell the leisure asset during the term of this Agreement without the assistance of the Company, a "sold out of trust" fee will become due and payable by you to the Company. Such fee will be a sum equivalent to 5% of the original Advertised Price of the Leisure Asset, subject to a minimum of £750 and a maximum of £2,500.

Seller Warranties

The seller expressly warrants that;

1. all of the information supplied during the valuation process is accurate and true
2. the leisure asset is not subject to undisclosed finance
3. to the best of his/her knowledge and belief the leisure asset has not been an insurance write-off or involved in any other serious accident or incident that required substantial repairs unless advised to the Company in writing
4. the mileage reading (where applicable) on the leisure asset is true and accurate and that the odometer has not, to the best of his/her knowledge and belief, been altered
5. there are no undisclosed physical defects with the leisure asset
6. there are no undisclosed title defects with the leisure asset
7. he/she is the legal owner of the leisure asset, has the right to transfer the full unencumbered legal title and full ownership of the leisure asset to the buyer; and
8. no other person or entity has any claim to the leisure asset.

Leisure Assets Subject to Finance

It is the responsibility of the seller to disclose any existing finance associated with the leisure asset. The Company may agree to settle the existing finance in lieu of payment, or part payment, of the leisure asset for the seller at its absolute discretion, on behalf of the buyer. If the agreed sale price of the leisure asset is lower than the settlement figure required to fully settle the outstanding finance on the leisure asset; the seller must pay the Company the difference between the settlement figure and the figure required by the Company, less costs, in advance of the Company settling of the outstanding balance on the finance and prior to handover of the leisure asset. The seller remains liable to the finance company, in respect of the finance at all times until the credit agreement has been legally terminated. The Company does not accept any liability with respect to the related finance at any time or for any reason. The Company will use its reasonable endeavours to pay off the settlement sum on or before the due date. However, it is the seller's responsibility to ensure the Company is made aware of any such due date and no liability is accepted if payment cannot be made or is not made by the due date.

Appraisal

The leisure asset will be inspected by a representative of the Company prior to completion of the seller agreement. A revised valuation may be offered where the leisure asset does not comply with the information provided during the valuation process, where the condition is such that it has a substantial impact on the value of the leisure asset or other factors not disclosed which affect the valuation. Where there is a satellite dish, aerial, air conditioning system, solar panel or any such accessory fitted that is not tested on initial inspection, any repairs to ensure that it functions as per its designated use, shall be at the sellers' expense.

Commission

When a sale is agreed, the Seller agrees to accept the Target/Minimum Return Figure, less any other costs that have been incurred. Our commission takes the form of a buyer premium which will have already been deducted from the gross sale price when you are presented with offers. Our commission becomes due and payable when a sale is agreed. For clarity, a sale is agreed when we have presented an offer to you, which you accept verbally or by any other means, or when the target/minimum return valuation is met. The net return to the Seller (the "Valuation") may be less on the day of handover if there is a fault/defect/damage beyond that agreed at the time of Valuation. Furthermore, if it is proved that a pre-existing fault/defect/damage (un-detected on inspection by either the habitation or mechanical services) then becomes apparent within 30 days after/prior to the handover, there may be a full refund required/costs to rectify the fault/defect/damage. In the case of the latter, it will be carried out by the same services that inspected the leisure asset prior to handover, where possible.

Our costs to sell

When a sale is agreed, the seller agrees to accept the target/minimum return figure, less any other costs that have been incurred. Our profit for the sale takes the form of a buyer premium which will have already been deducted from the gross sale price when you are presented with offers. Our payment becomes due and payable when a sale is agreed. For clarity, a sale is agreed when we have presented an offer to you, which you accept verbally or by any other means, or when the target/minimum return valuation is met. The net return to the seller (the "valuation") may be less on the day of handover if there is a fault/defect/damage beyond that agreed at the time of valuation.

Furthermore, if it is proven that a pre-existing fault/defect/damage (un-disclosed by the seller or un-detected on inspection by either the habitation or mechanical services) becomes apparent within 30 days of the buyer taking ownership or within 30 days prior to the handover; it may be necessary for a full refund to be made to the buyer. In the event of a full refund being made to the buyer, the seller agrees to return the net return ("valuation") to the Company,

plus costs, on request and within 7 days of such request, by way of a bank transfer. Alternatively, it may be necessary to rectify the fault/defect/damage. In the case of rectification work being carried out the Company reserves the right to request payment from the seller to cover the cost of such work, or, be deducted from the eventual sale when marketed again.

Cancellation

In addition to the cancellation right set out above, either party may terminate this Agreement at any time after the initial 30 day period by giving the other party 14 days' notice of their intention to terminate the Agreement in writing. If you wish to terminate this Agreement on the 30th day, we will need to receive your cancellation notice on the 16th day after the date of this Agreement. Cancellation notice is required to be sent by recorded delivery and its' receipt acknowledged. If you terminate this Agreement after the cooling off period, if applicable, but during the initial 30 day period or without providing us with 14 days' notice, a cancellation fee will become due and payable. The cancellation fee shall be equal to the costs incurred by the Company in performing its obligations pursuant to this Agreement until the date of cancellation, up to a maximum of £2,000. If, however, cancellation notice is given whilst there is a (proven) sale in progress, then the cancellation fee will be the whole of the agreed difference between the advertised price and the target return (or that which has been agreed if altered in writing beyond the date of this agreement). In addition, where there have been repairs/valet/extraordinary costs met by the Company, they shall become immediately payable by the seller to the Company. Should the Company be in the process of an agreement to buy, by a buyer of the leisure asset, then a cancellation fee will be no less than the amount agreed as the difference between the advertised price and the Target Return, less any further costs incurred by the Company. They shall become payable immediately and further, the leisure asset will be retained until such monies are cleared into the Company account.

Consequential Losses

Neither Motorhome Department and its associated companies, their directors, employees or other agents shall be liable for direct or indirect inconsequential losses of any kind including loss of profits and other forms of expenses and compensation.

Privacy Policy

The Company are committed to responsible data management and subscribes to the principals of the data protection legislation in the United Kingdom. We are committed to maintaining the privacy of our users and maintaining the security of any personal information received from you.

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 or these Terms from time to time. You will be subject to the terms in force at the date of the Agreement.

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.