

Terms and Conditions of Purchase

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms unless the context requires otherwise:

- a) 'Vehicle' means the camper van and any parts, accessories and extras detailed in the Order (subject to clauses 5.4 and 5.5).
- c) 'Order' means the order set out overleaf for the purchase of the Vehicle.
- d) 'Accessory' means an extra or accessory detailed in the Order.
- e) 'Trader' means Vanverso Conversions named overleaf and includes its successors and assigns.
- f) 'Consumer' means the person, firm or company placing the Order.
- g) 'CRA 2015' means The Consumer Rights Act 2015
- h) 'Contract' means the contract 'or the sale and purchase of the Vehicle(s) Purchase Price' means the price for the Vehicle (including, where applicable, accessories, road fund licence, delivery, warranty, insurance, fuel, car tax and value added tax) current at the date of the Order.
- i) 'Allowance' means the amount specified on the Order as allowed by the Trader against a Part Exchange Vehicle.
- j) 'Manufacturer' means the manufacturer of the Vehicle.
- k) 'Estimated Delivery Date' means the estimated collection (if any) specified on the Order.
- l) 'Encumbrance' includes (without limitation any interest or equity of any person, any mortgage, pledge, lien, assignment, hypothecation, security interest, title retention of any other security obligation or any agreement or obligation to create any of the foregoing.
- m) 'Completion' means the completion of the transaction, comprising the Trader's delivery of the Vehicle, and the Consumer delivering the Part Exchange Vehicle in accordance with clauses 9.3 and 9.5.
- n) 'Sales information' means the sale information provided by the Trader and not the manufacturer.
- o) "Wear and tear" refers to the expected deterioration of the campervan due to normal usage over time, which includes, but is not limited to, minor scratches, dents, and a general decrease in the vehicle's aesthetic and mechanical condition.

1.2 Headings are for convenience only and do not affect the construction of the Contract: the masculine shall include all genders and the singular shall include the plural: any reference to statutory provisions is a reference to such statutory provisions as amended or re-enacted from time to time

1.3 These terms together with the terms set out on the Order are the only terms of the Contract No variation to the Contract is effective unless agreed in writing by an authorised representative of the Trader.

2. FORMATION OF CONTRACT

2.1 The Order is the Consumer's offer to purchase the Vehicle upon these terms. The Contract is formed upon the Trader accepting that offer by signing and dating the Order.

2.2 The Contract is personal to the Consumer, who shall not assign the benefit of the Contract without the prior written consent of an authorised representative of the Trader.

2.3 The Sales Information provided by the Trader will form part of the Contract but not otherwise.

3. CANCELLATION AND DEPOSITS

3.1 Unless entitled to do so under clause 4.5, clause 5.3 prior written agreement of an authorised representative of the Trader. If the Consumer seeks to cancel the Contract in any other manner, the Trader may retain any deposit paid (without prejudice to its other rights and remedies). If the Consumer cancels under clauses 4.5, 5.3 the Trader shall return to the Consumer any deposit paid and thereafter shall have no further liability to the Consumer under the Contract. The mileage upon delivery may increase after the deposit is taken if additional work is required, for example an MOT.

4. DELIVERY

4.1 Unless otherwise specifically agreed in writing 'delivery' means the Trader's making the Vehicle available at the Trader's premises for collection by the Consumer. Risk in the Vehicle shall pass on delivery.

4.2 The Estimated Delivery Date is an estimate only. Time of delivery is not of the essence of the Contract. The Trader 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.

4.3 As soon as the Vehicle is ready for collection, the Trader shall inform the Consumer who shall then have seven days in which to pay the Purchase Price (less the Allowance, if any) and take delivery of the Vehicle, unless agreed otherwise.

4.4 The Consumer shall not be entitled to take delivery of the Vehicle unless the Purchase Price has been paid in full, and if he fails to pay, the Trader shall be entitled to treat the Contract as repudiated by the Consumer. Until the Contract is so terminated the Trader may, at its option, either store the Vehicle itself or have it stored by third parties on such terms as the Trader in its absolute discretion thinks fit. The cost of storage and any additional transportation will be added to and form part of the Purchase Price. If the Trader treats the Contract as repudiated by the Consumer, the Trader may (without prejudice to its other

rights and remedies under the Contract) retain any deposit paid by the Consumer and sell the Vehicle and retain the proceeds of the sale.

4.5 If the Trader fails to deliver the Vehicle within thirty days after the Estimated Delivery Date the Consumer may give seven days' notice to the Trader requiring delivery. Failing such delivery the Consumer may cancel the Contract.

4.6 Alternatively, if the Trader fails to deliver the vehicle within a reasonable time after delivery of the vehicle from the manufacturer the rights of the Consumer are not affected under the CRA 2015.

5. PRICE AND PRICE VARIATION

5.1 The Trader reserves the right to vary the Purchase Price by any amount attributable to a variation in the cost or rate of road fund licence, car tax or value added tax between the date of the Order and the date of delivery and the Consumer shall be bound to pay the price as so varied.

5.2 If before the date of delivery a change occurs in the Manufacturer's (or relevant concessionaire's) price for the Vehicle or any Accessory, the Trader shall notify the Consumer: a) if a price increase, of the amount of any such increase the Trader intends to pass on to the Consumer by increasing the Purchase Price; or b) if a price reduction, the amount by which the Trader intends to reduce the Purchase Price (or that no reduction is intended).

5.3 The Consumer may cancel the Contract: a) within fourteen days after the date of a notice under clause 5.2 (a); or b) within fourteen days after the date of a notice under clause 5.2 (b) if the amount by which the Trader intends to reduce the Purchase Price, as stated in such notice, is less than the amount of the reduction in the recommended price.

5.4 If the Trader is unable to supply any Accessory (of whatever nature) the Trader may at its option either: a) substitute a reasonable equivalent; or b) delete the Accessory from the Order and reduce the Purchase Price by an amount equal to the price of the Accessory in question.

5.5 The Trader's inability to supply any Accessory shall not constitute a breach of contract nor entitle the Consumer to repudiate the Contract or reject the Vehicle save that the Consumer's rights to seek repeat performance from the Trader and to seek a price reduction under the CRA 2015 are not affected by this provision in the contract.

6 METHOD OF PAYMENT

6.1 Unless otherwise agreed by the Trader the Consumer shall pay the Purchase Price through bank transfer to the representative of the Trader.

6.2 The Trader reserves the right at any time prior to payment to request banker's or any other references as to the Consumer's financial status. Failing receipt of satisfactory references the Trader may withdraw any agreement to receive payment otherwise than in cash on delivery.

6.3 Interest will be charged to the Consumer 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 Lloyds Bank plc from time to time in force and shall be calculated and accrue on a day to day basis from the date on which payment fell due until payment in full has been received by the Trader (whether made before or after judgement has been obtained). If no specific date for payment is set out in the Contract and credit terms have not been agreed the due date for payment shall be deemed to be the earlier of: i) the date of delivery of the Vehicle; and ii) the date which is seven days after notice from the Trader to the Consumer that the Vehicle is ready for collection.

6.4 Normally, amounts received from the Consumer shall be applied in payment of the oldest debt but the Trader may at any time in its absolute discretion appropriate any payment it receives to such outstanding debt as the Trader thinks fit, notwithstanding any purported appropriation to the contrary by the Consumer.

7. USED VEHICLES

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

7.2 The vehicle is supplied as roadworthy state with a recent MOT at the date of delivery.

7.3 The customer recognises that the condition of the vehicle is representative of its age, mileage and wear and tare. The consumer acknowledges that the vehicle may exhibit signs of wear and tear consistent with age and usage prior to sale. All descriptions and representations are provided in good faith but do not constitute a guarantee of condition

7.4 Prior to signing the order form the Customer shall examine the vehicle. The Customer is reminded that the condition of satisfactory quality implied by The Consumer Rights Act 2015 does not operate in relation to such defects which such an examination ought to reveal.

7.5 Should the goods be sold also subject to defects notified by the trader to the purchaser before signing the agreement, the condition of merchantable quality above referred to does not operate in relation to those defects.

7.6 This would include but is not limited to bodywork defects, paint scratches, tyre or alloy wheel defects, dents, windscreen chips, interior scratches, or cosmetic issues

7.7 If the Goods are sold subject to defects and have been notified by the trader to the Customer before the signing of the contract, the condition of satisfactory quality referred to above does not operate in relation to those defects.

7.8 The Customer confirms that it has satisfied itself as to the suitability of the Goods for its requirements and has not relied upon the trader skill or knowledge regarding the Goods' fitness for any particular purpose or use.

7.9 The data displayed when the vehicle was advertised for sale is without any guarantees, conditions, or warranties as to its accuracy. The material displayed details the usual specification of the vehicle model. It is not the exact data for the actual vehicle being offered for sale and data for older or newer models may vary slightly. Whilst every effort has been made to ensure the accuracy of information when advertised some errors may occur. It is important that you do not rely solely on this information but check with the Trader about any specifications or terms you feel will affect your decision to purchase the vehicle. No liability is acceptable for loss or damage resulting from errors or omission when advertising

8 LIMITS OF LIABILITY

8.1 The Vehicle is sold strictly on the terms that the Consumer has inspected the Vehicle and has satisfied himself of its suitability for his purposes and of its satisfactory quality. The Consumer acknowledges that specifications and details in any catalogue, and forecasts of performance, are approximate only, and that such specifications and details and representations made by the Trader to the Consumer do not form part of this Contract and that in respect of such specifications, details, forecasts and representations the Trader shall be under no liability nor shall the Consumer be entitled to any remedy under the provisions of the Misrepresentation Act 1987 as amended by the Consumer Protection (Amendment) Regulations 2014.

8.2 Internal fixtures and fittings are guaranteed by the Trader for the following period: a) moving and mechanical parts for example hinges, levers, electrical components, and fabrics for a period of 6 months b) other elements for example panels and frames for a period of 12 months

8.3 The Trader is not liable for any costs or damages arising from the wear and tear of the campervan after the sale is completed. The buyer assumes full responsibility for the campervan upon transfer of ownership.

8.4 The Trader's total liability for the aggregate claims of the Consumer arising out of a single act or default of the Trader (whether due to the Trader's negligence or otherwise) shall not exceed the Purchase Price.

8.5 This provision in the Contract does not effect the rights of a Consumer to seek a price reduction in the event that the Trader fails to perform a service without reasonable skill and care.

8.6 Should the consumer, after purchasing the vehicle alter it in any way whatsoever including the introduction of new fixtures, fittings or mechanical components then any the guarantees including that stipulated in 8.2 will be null and void. Any damage caused if after alteration will be repairable at the consumer's expense.

8.7 Should the consumer return the vehicle and request a refund then the equivalent cost of hiring a similar vehicle, for the period of time owned by the consumer, plus any costs related to wear and tear, will be deducted from the original purchase price, prior to a refund.

8.8 Vehicles supplied by the trader are used, simply because the vehicle purchase shows signs of wear (either aesthetic or mechanical), this does not mean the vehicle is of unsatisfactory quality.

8.9 Repairs to the vehicle that are the trader's responsibility will be carried out at the trader's premises. The trader will not accept any associated or consequential costs incurred by the consumer as a result of a vehicle being returned for repair.

9 NOTICES AND GENERAL PROVISIONS

9.1 No waiver of any of the Trader's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Trader. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Trader's rights in relation to different circumstances or the recurrence of similar circumstances.

9.2 Any notice under these terms and conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the Contract or to such address as the Trader and the Consumer from time to time notify to each other as their respective addresses for service and shall be deemed served, in the case of postal notice on the expiry of 48 hours from time of posting, in the case of telex on the recording of the "answer back" code on the sender's machine, and in the case of facsimile on completion of transmission by the sender.

9.3 Each of these terms and conditions and each paragraph hereof shall be construed as separate conditions; should any provision be found to be invalid or unenforceable or an unreasonable restriction of the Trader's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.

9.4 English Law shall govern construction and operation of the Contract and the Consumer agrees to submit to the exclusive jurisdiction of the English courts