

TERMS AND CONDITIONS

V.010318

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 caravan 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 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 the order and receive back in full any deposit paid. If the order is cancelled after that date, the Seller will be entitled to recover their reasonable losses (e.g. as a deduction from any deposit) as a result of the cancellation.
4. Where the Seller agrees to allow part of the purchase price to be satisfied by the Purchaser delivering a used caravan in part exchange, the used caravan shall be delivered to and accepted by the Seller subject to the following conditions:
 - a) that the used caravan shall be delivered to the Seller in the same condition as described by the Purchaser at the time of the order (subject only to fair wear and tear); and
 - b) that any quoted or estimated part exchange value for the used caravan will only be confirmed upon physical inspection by the Seller; and
 - c) that either (i) the used caravan is the absolute property of the Purchaser and free from any Hire Purchase Agreement or other legal encumbrance whatsoever, or (ii) the used caravan 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. In such a case the amount of the part exchange allowance shall be reduced accordingly.
5. In the event of a used caravan being taken in part exchange, the Seller may proceed to dispose of it before delivery of the goods:
 - a) If the Seller disposes of the part exchange caravan 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 shall be the previously agreed part exchange allowance price;
 - b) In all other circumstances where the goods are not delivered or where the order is cancelled by the Purchaser, the sum to be paid back for the part exchange caravan 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 Seller will be entitled to recover their reasonable losses (e.g. as a deduction from any deposit) as a result of the breach.
 - 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. Nothing in these terms and conditions will affect your statutory rights relating to either faulty, misdescribed goods, or poor-quality services. For more information on these statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.