

# Terms and Conditions

These are the terms and conditions (the "Terms") for the brokerage of your Motorhome by the Broker. Please read these Terms and ensure that they are complete and accurate before entering the Agreement. If you have any questions about the Agreement or these Terms please contact us and we will be happy to answer any questions you have. 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.

## Our Service

The service offered by the Broker is to introduce potential buyers to you the seller of the Motorhome, for which we will receive a commission on the successful completion of a sale transaction. We act purely as a third party and as broker between you (the Seller) and buyer of the Motorhome.

This service is offered to you on a no sale no fee basis and the Broker will manage every aspect of the sale, including advice on current climate conditions and likelihood of a realistic achievable return; all associated marketing; arrange and accompany all viewings/demonstrations, relay all offers to you for your consideration and completely manage all sales procedures from initial enquiries through to payment.

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 Motorhome.

## Valuation

You acknowledge that you have received a valuation of the Motorhome from us (the "Valuation"). The Valuation is provided on a "subject to contract" basis and is not legally binding. The Broker 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 will be in pounds Sterling and will be inclusive of VAT. The price quoted in the Valuation is given in good faith and relies on the information given to the Broker 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 Seller. No liability is accepted by the Broker for an incorrect valuation which was given in good faith.

## Payment

Once the buyer has paid the accepted purchase price of the Motorhome in full to MotorhomeDepot.com, the commission shall be deducted and the balance will be paid to the Seller. MotorhomeDepot.com will make payment for the Motorhome to the Seller as soon as possible following completion of a sale. Completion shall be deemed to have taken place once the Broker has received cleared funds from the buyer of the Motorhome.

## Validity

The Agreement will remain in force for a minimum period of 90 days from the date on which it was signed by the Broker 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 Broker the exclusive rights to sell the Motorhome for the term of the Agreement. If any sale is agreed whilst these Terms are in force our commission becomes due and payable, regardless of whom the buyer is or whether or not the Broker introduced the buyer to you. If you sell the Motorhome during the term of this Agreement without the assistance of the Broker or MotorhomeDepot.com, a sold out of trust fee will become due and payable by you to the Broker. Such fee will be a sum equivalent to 10% of the original Advertised Price of the Motorhome, subject to a minimum of £2,000 and a maximum of £5,000.

## Seller Warranties

The Seller expressly warrants that:

- i. all of the information supplied during the valuation process is accurate and true;
- ii. the Motorhome is not subject to undisclosed finance;
- iii. to the best of his/her knowledge and belief the Motorhome has not been an insurance right-off or involved in any other serious accident or incident that required substantial repairs;
- iv. the mileage reading (where applicable) on the Motorhome is true and accurate and that the odometer has not, to the best of his/her knowledge and belief been tampered with;
- v. there are no undisclosed physical defects with the Motorhome that a buyer would want to be informed about;
- vi. there are no undisclosed title defects with the Motorhome;
- vii. he/she is the legal owner of the Motorhome, has the right to transfer the full unencumbered legal title and full ownership of the Motorhome to the buyer; and
- viii. no other person or entity has any claim to the Motorhome.

The Seller shall indemnify the Broker in respect of any and all losses, costs or expenses incurred by the Broker as a result of a breach by the Seller of any of the above warranties or as a result of incorrect information being provided to the buyer of the Motorhome.

## Motorhomes Subject to Finance

It is the responsibility of the Seller to disclose any existing finance associated with the Motorhome.

The Broker may agree to settle off the existing finance in lieu of payment or part payment of the Motorhome to the Seller at its absolute discretion, on behalf of the buyer.

If the agreed sale price of the Motorhome is lower than the settlement figure required to fully settle the outstanding finance on the Motorhome the Seller must pay the Broker the difference between the settlement figure and the agreed sum in advance of the Broker settling off the outstanding balance on the finance.

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 Broker does not accept any liability with respect to the related finance at any time or for any reason.

The Broker 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 that the Broker 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.

## Collection and Delivery

Where the Broker has agreed to collect or deliver the Motorhome for the Seller a charge for this service will be agreed between the Broker and the Seller in advance.

The Seller shall provide the Broker with all necessary documentation relating to the Motorhome such as finance details, service record, invoices, V5 log book, spare keys, manuals etc. at the time of collection / delivery.

## Appraisal

The Motorhome will be inspected by a representative of the Broker prior to completion of the Agreement. A revised valuation may be offered where the Motorhome 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 Motorhome or other factors not disclosed affect the Valuation.

## Commission

When a sale is agreed, the Seller agrees to accept the net amount of the gross sale price less any commission due to the Broker and any other costs that have been incurred and agreed by you. 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. The amount you agree to accept when a sale is agreed is the amount you will receive without any deductions. 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.

## Cancellation

Where this Agreement has been concluded elsewhere than at the Broker's premises, the Seller shall have the right to cancel this Agreement without reason within 14 days of the date of this Agreement ("the Cooling Off Period"). If the Seller agrees in writing that the performance of this Agreement should begin before the end of the Cooling Off Period, then even if the Seller cancels the Agreement the Seller may still be required to pay for goods or services supplied before the cancellation.

In addition to the cancellation right set out above, either party may terminate this Agreement at any time after the initial 90 day period by giving the other party 30 days' notice of their intention to terminate the Agreement in writing. If you wish to terminate this Agreement on the 90th day, we will need to receive your cancellation notice on the 60th 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 90 day period or without providing us with 30 days' notice, a cancellation fee will become due and payable. The cancellation fee shall be equal to the costs incurred by the Broker in performing its obligations pursuant to this Agreement until the date of cancellation, up to a maximum of £1,000.

## Consequential Losses

Neither the Broker nor MotorhomeDepot.com, their directors, employees or other agents shall be liable for direct or indirect consequential losses of any kind including loss of profits and other forms of expenses and compensation.

## Privacy Policy

The Broker is 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 Broker. 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.

### Notice of the right to cancel

Pursuant to the Terms, you have the right to cancel this contract within 14 days without giving any reason.

The Cooling Off Period will expire after 14 days from the date of this Agreement.

To exercise the right to cancel, you must inform us (please use the MotorhomeDepot broker information on the front of this document) of your decision to cancel this Agreement by a clear statement setting out your decision. You do not need to give us your cancellation notice in writing. You may use the attached Cancellation Notice, but it is not obligatory. In any event you must be able to show clear evidence of when the cancellation was made, so it might be better for you to use the Cancellation Notice (on the right).

To meet the cancellation deadline, it is sufficient for you to send us your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired.

### Cancellation Notice

To: (enter name of the MotorhomeDepot broker, geographical address and email address as on the front of this document)

c/o: Motorhome Depot at Mansfield i-Centre, Hamilton Way, Mansfield, Nottinghamshire, NG18 5BR

I/We[\*] hereby give notice that I/We[\*] cancel my/our [\*] contract of sale of the following goods.

Ordered On  Received On

Name of Seller

Address of Seller

Signed\*\*  Date

[\*] Delete as appropriate. \*\*Signature required only if this form is notified on paper