



## TERMS AND CONDITIONS

These are the terms and conditions ("the Terms") for the purchase of the Seller's motorhome by We Want Your Motorhome. Please read these Terms. If you have any questions about 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.

### The Valuation

Before entering into this Agreement you will receive a valuation of your motorhome ("the Valuation"). This Valuation is provided on a "subject to contract" basis and does not constitute an offer to buy the motorhome. We Want Your Motorhome 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 by the Seller. If the information provided is inaccurate, false or misleading it will result in an inaccurate valuation which cannot be relied upon by the Seller. No liability whatsoever can be accepted by We Want Your Motorhome for an incorrect valuation which was given in good faith.

### Inspection and Offer

Prior to completion of this Agreement the motorhome will be inspected by a We Want Your Motorhome representative. The Valuation may be revised where, inter alia, 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 where other factors not disclosed by the Seller affect the valuation. In addition to the initial inspection, the motorhome may be examined by a qualified mechanic and/or engineer.

The motorhome may either be delivered by the Seller to the place designated by We Want Your Motorhome representative at the Seller's expense or We Want Your Motorhome representative may agree to collect the motorhome from the Seller free of charge. The initial inspection will then take place at We Want Your Motorhome's premises. Following the initial inspection We Want Your Motorhome representative will make an offer to the Seller which may be the same as or different to the Valuation ("the Offer").

Following acceptance of the Offer, the Seller shall provide We Want Your Motorhome with all necessary documentation relating to the motorhome such as finance details, service record, invoices, V5 log book, road tax disc, spare keys, manuals etc.

### Payment

We Want Your Motorhome will make payment for the motorhome to the Seller within 3 days of the date of this Agreement. Payment will be made by BACS unless the Seller specifically requests that payment is made by same day transfer. Same day transfers will be made if the transfer is made before 3pm, otherwise, the transfer will take place on the next working day. A fee in the sum of £30 is payable by the Seller for a same day transfer and this sum will be deducted from the Purchase Price payable to the Seller by We Want Your Motorhome.

### Title and Risk

Risk in the motorhome will pass to We Want Your Motorhome on delivery to the designated place or on collection of the motorhome from the Seller.

Title to the motorhome will pass to We Want Your Motorhome once the Seller has received payment in full for the motorhome.

Until title has passed to We Want Your Motorhome, We Want Your Motorhome will take all reasonable care of the motorhome and keep it in reasonable condition and will insure the motorhome with a reputable insurer.

### Seller Warranties

The Seller expressly warrants that:

all of the information supplied during the valuation process is accurate and true;

the motorhome is not subject to undisclosed finance;

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;

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;

there are no undisclosed physical defects with the motorhome that would be likely to decrease the value of the motorhome;

there are no undisclosed title defects with the motorhome;

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 We Want Your Motorhome; and

no other person or entity has any claim to the motorhome.

### Motorhomes Subject to Finance

It is the responsibility of the Seller to disclose to We Want Your Motorhome any existing finance associated with the motorhome.

We will settle the existing finance in lieu of payment or part payment for the motorhome to the Seller. In such circumstances, if the Offer is lower than the settlement figure required to fully settle the outstanding finance the Seller must pay to We Want Your Motorhome the difference between the settlement figure and the Offer in advance of We Want Your Motorhome settling the outstanding balance on the finance. Failure to do so will give We Want Your Motorhome the right to terminate this Agreement.

The Seller remains liable to the finance company in respect of the finance at all times until the credit agreement has been legally terminated. We Want Your Motorhome does not accept any liability with respect to the related finance at any time or for any reason. Subject to receipt of funds from the Seller, We Want Your Motorhome 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 We Want Your Motorhome is aware of any such due date and no liability is accepted if payment cannot be made or is not made by the due date.

In circumstances where the motorhome is subject to finance, risk in and title to the motorhome will not pass to We Want Your Motorhome until the outstanding finance has been settled and the Seller's credit agreement has been validly terminated. Any monies due to the Seller from We Want Your Motorhome in excess of the settlement figure for the finance will be paid to the Seller within 3 days of We Want Your Motorhome receiving confirmation that the Seller's credit agreement has been settled.

### Cancellation

In the event that We Want Your Motorhome discovers a serious defect with the motorhome, We Want Your Motorhome may terminate this Agreement immediately by notice in writing with no further liability to the Seller. In such case, the motorhome will be returned to the Seller and no monies shall be payable by We Want Your Motorhome to the Seller.

In the event of cancellation of this Agreement by either party for any reason the Seller shall also reimburse We Want Your Motorhome for any costs and expenses incurred including collection and delivery costs, valet work and/or repairs which have been undertaken and any other costs and expenses which have been incurred by We Want Your Motorhome in relation to the motorhome.

### Consequential Losses

We Want Your Motorhome, its directors, employees or other agents shall not be liable for direct or indirect consequential losses of any kind including loss of profits and other forms of expenses and compensation incurred by the Seller pursuant to this Agreement.

### Governing Law and Jurisdiction

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 and the parties agree to submit to the full jurisdiction of the English courts..



### CONTACT US

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