

Motorhome Depot - Brokerage Agreement Terms and Conditions (the "Terms")

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.

1 The Motorhome

- 1.1 All descriptions or illustrations contained in the Broker's website, brochures, catalogues or elsewhere are for identification purposes only. The Broker, the Seller and their respective servants or agents shall not be responsible for errors of description.
- 1.2 The Buyer should satisfy himself prior to sale as to the condition of the Motorhome and should exercise and rely on his own judgment as to whether the Motorhome accords with any description. The Motorhome is sold on an "as seen as is" basis and no warranty or representation is made by the Broker as to the condition of the Motorhome or as to whether the Motorhome accords with any description. All conditions and other terms relating to the Motorhome (whether express or implied by statute or common law) are excluded to the fullest extent permitted by law.
- 1.3 Any reference to the age of the Motorhome in the particulars relating to it is intended to be a reference to the year of first registration of the Motorhome in the United Kingdom.

2 Basis of Sale

- 2.1 The Broker sells as agent for and on behalf of the Seller.
- 2.2 The Seller warrants to the Buyer that he is the true owner of the Motorhome or is properly authorised to sell the Motorhome by the true owner and is able to transfer a good and marketable title to the Motorhome free from any third party claims.
- 2.3 Without prejudice to clause 1.2, a Motorhome may be sold with the benefit of a third party warranty where the Buyer elects to purchase such warranty at the time of sale.
- 2.4 The Seller and the Broker and their respective servants or agents shall not be responsible for the administration or enforcement of the warranty referred to in clause 2.3. Any claims or issues arising under it shall be dealt with solely by the Buyer in accordance with and subject to the terms and conditions of such warranty.

3 Payment of the Deposit and Purchase Price

- 3.1 The Buyer shall pay the Deposit immediately on signing the Agreement at which point the Agreement shall come into force and the balance (plus the cost of the warranty referred to in clause 2.3, where purchased by the Buyer) shall be paid in full (in cash or cleared funds) within 7 days.
- 3.2 The Broker will pay all monies received from the Buyer for the purchase of the Motorhome (less commission due to the Broker from the Seller) into a separate designated customer account on behalf of the Seller.

4 Collection of the Motorhome

- 4.1 Subject to clause 4.2, the Buyer shall at his own expense take away the Motorhome not later than 7 days after the date of the Agreement.
- 4.2 The Buyer shall not be entitled to remove the Motorhome prior to making payment in full (in cash or cleared funds) of the Purchase Price. Notwithstanding the foregoing, the Buyer shall pay the Broker's charges for removal, storage and insurance of the Motorhome if it is not removed within 7 days after the date of the Agreement.

5 Ownership of and Risk in the Motorhome

- 5.1 The ownership of the Motorhome shall not pass to the Buyer until he has made payment of the Purchase Price to the Broker in full (in cash or cleared funds).
- 5.2 The Buyer shall be responsible for loss or damage to the Motorhome from the time of collection or the expiry of 7 days after the date of the Agreement (whichever is the sooner) and neither the Broker nor its servants or agents shall afterwards be responsible for any loss or damage (save if and to the extent caused by any act or negligence of theirs) while the Motorhome is in their custody or under their control.
- 5.3 The Buyer is solely responsible for complying with all legal requirements relating to the ownership and/or use of the Motorhome, including obtaining all relevant licences, permissions and insurances.

6 Limitation of Liability

- 6.1 Nothing in these Terms shall limit or exclude our liability for any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 6.2 Subject to clause 6.1:
 - (a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms; and
 - (b) our total liability to you in respect of all other losses arising under or in connection with these Terms shall in no circumstances exceed the price of the Motorhome.
- 6.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 and the terms implied by sections 9 and 10 of the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from these Terms.

7 Remedies for breach of the Buyer's obligations

- 7.1 If the Motorhome is not paid for in full and taken away in accordance with clauses 3.1 and 4.1, or if there is any other breach of these Terms, the Broker as the agent of the Seller shall, at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise one or more of the following rights or remedies:
 - (a) to take legal proceedings against the Buyer for damages for breach of the Agreement. Damages include Motorhome Depot commission that equates to 10% of the selling price;
 - (b) to rescind the sale of the Motorhome to the Buyer (in which case the Buyer shall forfeit the Deposit);
 - (c) to resell the Motorhome or cause it to be resold by public auction or private sale, in which case the Buyer shall then pay to the Broker any resulting shortfall against the Purchase Price (after deduction of any part payment and addition of resale costs) and any surplus shall belong to the Seller;
 - (d) to remove, store (either at the Broker's premises or elsewhere) and insure the Motorhome at the expense of the Buyer;
 - (e) to charge the Buyer interest on any outstanding sums due under clause 3.1 from the date such amount was due until the date of payment at the rate of 4% over the Bank of England base rate per month;
 - (f) to retain the Motorhome and release it to the Buyer only after payment has been made in full (in cash or cleared funds) of the Purchase Price;
 - (g) to apply any proceeds of sale then due or at any time afterwards becoming due to the Buyer towards settlement of the Purchase Price and to exercise a lien on any property of the Buyer which is in the Broker's possession for any purpose.

8 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.

9 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.