

## Motorhome Purchase Terms and Conditions

thl UK & Ireland trading as The RV Super Centre

Motorhome Purchase Terms and Conditions

Last updated 28 July 2023

### Definitions

'I', 'me', 'my', 'you' and 'yours' refers to the person or persons acting as the Buyer.

'This Agreement' means the Order Form and these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and any other RVSC literature, the provisions of these Terms and Conditions apply.

'The RV Super Centre' 'RVSC', 'we' and 'us' means thl UK & Ireland trading as The RV Super Centre, a company registered in England & Wales, No. 04340898, at Redhill Farm, Harlington Street, Toddington, Bedfordshire LU5 6HF.

'Buyer' refers to the person or persons named under the heading 'Customer Name' on the Order Form, and any person whose credit or debit card is presented in payment of the Buyer's charges, or any person who deems themselves to be the legal entity and ultimately responsible for the Motorhome.

'Manufacturer' means the company that manufactures the Motorhome.

'Motorhome' means the motorhome as stated on the Order Form and includes tyres, tools, accessories, the living equipment and any other special equipment and documents related to the Motorhome.

'Deposit' means the amount taken to confirm the order.

### 1. Depot

Redhill Farm, Harlington Street, Toddington, Bedfordshire LU5 6HF (near M1, Junction 12).  
2 Drovers Rd, East Mains Industrial Estate, Broxburn EH52 5ND

### 2. Prices

The price for the Motorhome shall be the price confirmed on the Order Form, unless otherwise agreed by The RV Super Centre in writing, for example following the later addition of extra items to the Motorhome.

The price includes:

- The Motorhome as specified on the Order Form including all standard factory fitted equipment
- VAT (20%) Unless VAT exemption has been applied for and approved by the relevant bodies and there is sufficient paperwork to support this application
- Gas and electrical inspection
- Any extras ordered
- Personal orientation tour on collection

For New Motorhomes only:

- On the road charges (vehicle registration, 1<sup>st</sup> year road tax & production and fitment of number plates)
- Pre Delivery Inspection (PDI)

Any order for tax free personal export, or for VAT-free supply to a disabled person, is subject to HMRC approval. In either case the Buyer will be responsible for any VAT chargeable and the Buyer will indemnify and keep indemnified The RV Super Centre against all claims for VAT including tax, interest, penalties and/or otherwise.

VAT will be charged and payable by the Buyer at the rate prevailing at the date of delivery.

### 3. Ordering and Production lead times – new motorhomes

An order is only binding after a deposit of at least £5,000 per Motorhome has been paid, a signed Order Form has been received and the purchase has been confirmed by The RV Super Centre. Once the deposit payment has been received, we will confirm the order with the manufacturer for your motorhome and secure your chassis. At this point the production date and estimated delivery date to our depot will be provisionally set and your email order confirmation will be sent to you. Our terms and conditions including cancellation policy apply from this point onwards. It is your responsibility to review the order confirmation and notify The RV Super Centre within 48 hours if any details are incorrect.

We will do our utmost to keep you informed of any changes in the production date. Once a Motorhome is produced, we will arrange delivery to the UK on a transporter. As the Motorhome will only be uplifted once two motorhomes are booked for the same journey, we cannot confirm exact uplift dates.

We will use best endeavours to deliver the Motorhome by the estimated delivery date stated in the order confirmation, but do not guarantee time of delivery. We shall not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery whether caused through production or uplift delays, strike action, road closures or issues with ferry or Eurotunnel crossings or any other unforeseen issues.

If we fail to deliver the Motorhome within 30 days of the estimated delivery date you may give written notice to us requesting delivery within a further 7 days. If delivery does not occur the contract may be cancelled and any deposit paid will be returned to you in full and we shall have no further liability.

#### **4. Motorhome specification – new motorhomes**

We will use best endeavours to inform you prior to delivery of any significant change in the specification of the motorhome and standard factory fitted equipment or any increase in the price of the motorhome. If you do not wish to accept the change and/or the increase, we will cancel the order and return to you any deposit paid in full. If the Manufacturer ceases to make a motorhome of the type ordered by you, we will cancel the order and return to you any deposit paid in full and we shall have no further liability.

#### **5. Extras**

Extras can be fitted to your Motorhome. Prices are as confirmed on the Order Form. All extras must be paid for in full prior to fitting to the Motorhome.

#### **6. Payment**

Deposits can be paid in Pounds Sterling by debit card (Visa or MasterCard only), bank transfer, or cash (up to a maximum of £5,000). Payment of the balance is due at least 7 days prior to collection. For debit card payments, the card holder must be present and the pin number is required. Payments cannot be made over the phone or by Credit Card. If you pay the balance by bank transfer, cleared funds will need to be in our account before we can release the Motorhome. We cannot transfer the deposit from one motorhome to another.

If you cancel the order after receipt of the email confirmation, we will be entitled to recover our reasonable losses as a result of the cancellation.

You will pay us the balance of the purchase price at least 7 days prior to collection. If you fail reasonably to take delivery of, or pay for, the motorhome, we may cancel the agreement. We will be entitled to recover our reasonable losses as a result of the breach and to dispose of the Motorhome as we may think fit without any liability to you.

On cancellation of the order in either case, our reasonable losses may be recovered, for example, by retaining part or all of any deposit paid and/or part or all of any prepayment for extras.

#### **7. Part exchange**

Part Exchanges are on a request and confirm basis only and can be accepted as full or part payment against the price of a motorhome. Part Exchanges are facilitated by The RV Super Centre but completed by a separate broker on behalf of the RVSC. The RV Super Centre can accept motorhomes, campervans and caravans for part exchange; any other type of motor vehicle is subject to acceptance from a broker.

The valuation for the part exchange vehicle will be based on a description given by the Buyer. If, on examination, the condition and specification of the vehicle is not as described by the Buyer, and/ or if previously undisclosed defects are found, the valuation offered, and the part exchange allowance, will be reduced accordingly. In these circumstances we also reserve the right to be discharged from any obligation to accept the part exchange vehicle.

If the part exchange vehicle has been examined by The RV Super Centre prior to a valuation, the vehicle must be conveyed to The RV Super Centre in the same condition as on the date of the examination, subject only to fair wear and tear, and complete with all extras and accessories fitted to the vehicle at the date of the examination.

The part exchange vehicle shall be delivered to or collected by the broker by no later than 7 days before collection of the Motorhome along with all relevant documents including but not limited to the Registration document and service and maintenance records. Any outstanding finance needs to be settled prior to this and written confirmation presented.

In the event of the Buyer failing to fulfil any of the conditions set out above, The RV Super Centre shall be discharged from any obligation to accept the part exchange vehicle or to make any allowance in respect thereof and the Buyer shall discharge the full price of the goods to be supplied by The RV Super Centre.

#### **8. Motorhome Collection**

Collection of the Motorhome shall take place at the depot unless otherwise agreed in writing by The RV Super Centre. Please allow 1 hour for the hand-over at the depot to complete the documentation and demonstrate your Motorhome to you.

The Motorhome will only be released once:

- a) The full balance has been settled in full (cleared funds required, please refer to section 6: Payments).
- b) An insurance certificate has been presented that covers the Motorhome from the collection date and time. The person named on the policy must be present upon collection and of fit and sound mind.
- c) The Buyer's driving licence has been presented, is valid and is of a true likeness
- d) For new motorhome purchases - The Confirmation of Registration has been signed

- e) For used/ ex-fleet purchases – V5c new keeper declaration and new keeper details have been signed

The Buyer shall take delivery of the Motorhome within 7 days of The RV Super Centre giving notice that the Motorhome is ready for collection unless otherwise agreed in writing. If the Motorhome is not collected within this time period the Buyer shall be liable for all reasonable related costs and expenses, including, but not limited to, storage and insurance.

#### **9. Warranty**

The Manufacturer provides the habitation warranty and all new motorhomes come with a 10 year body integrity warranty. The chassis manufacturer provides the mechanical warranty. For used/ex-fleet motorhomes the remainder of both warranties will be transferred to you. The manufacturers of individual appliances onboard have their own warranties which normally cover the first year. Please refer to your warranty books for full details, their terms and conditions apply.

#### **10. Title to Motorhome**

I acknowledge that The RV Super Centre retains title to the Motorhome and its contents until the full payment has been received and the Motorhome has been collected.

#### **11. Insurance**

The Motorhome insurance is to be arranged by the Buyer prior to collection and proof of a valid insurance policy and Road Tax must be presented on collection.

#### **12. Payment of Charges, Joint and Several Liability**

All charges and expenses payable by me under this Agreement are due when demanded by The RV Super Centre. If I do not pay all charges on time, I agree to pay interest at 1.5% per month above the base rate as published by HSBC on the outstanding balance and any additional costs incurred by The RV Super Centre, including reasonable legal fees to recover the outstanding money owed.

When the Buyer comprises more than one person, each person is liable jointly and severally for all obligations of the Buyer under this Agreement.

#### **13. Release and Indemnity of The RV Super Centre**

- a) Subject to its obligation to deliver the Motorhome, I release The RV Super Centre, its employees and agents, from any liability to me (regardless of who is at fault) for any loss or damage subsequently incurred by me by reason of this Agreement, including but not limited to loss or damage:
- i. Due to late delivery of the Motorhome;
  - ii. Due to breakdown, mechanical defect, accident or the Motorhome being unsuitable for my purpose;
  - iii. To any property left in or on the Motorhome, in any service vehicle or on any RVSC premises or recovered or handled by The RV Super Centre.
- b) Subject to any insurance arrangements agreed with The RV Super Centre, I hereby indemnify and shall keep indemnified The RV Super Centre, its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of my use and/or possession of the Motorhome.

#### **14. Changes**

Any changes to this agreement must be in writing and must be signed on behalf of The RV Super Centre and by me.

#### **15. Force Majeure**

If, due to circumstances beyond our control, it is not possible for The RV Super Centre to supply your Motorhome, our liability will be limited to the refund of all monies paid by you.

#### **16. My Warranties**

I warrant that all information supplied by me to The RV Super Centre in connection with this agreement is true and accurate.

#### **17. Proper Law**

This agreement shall be governed by the law of Great Britain in which this agreement was signed.

#### **18. Data Protection Act**

Your personal data and information that you have provided to The RV Super Centre will be processed for the following purposes:

- To fulfil this contract/ agreement placed with us, including but not limited to the purchase of your motorhome. Your personal data including copies of all identification documents provided and all data obtained in relation to your purchase will be retained for 7 years for the purpose of, but not limited to the defence of any legal claim(s)
- To fulfil our legal requirements as a company
- To analyse statistics, for market research, credit control and to protect our assets

We will not transfer your personal data to any third party, unless:

- It is to assist you with on road assistance for example Motorhome recovery/breakdown providers and repair workshops
- It is to the police, local authorities, councils or DVLA if we suspect or are notified that a road traffic offence/ contravention has occurred
- It is added in to our Workshop Software to keep you updated with future service reminders and as a record for any work and/or warranty work completed on your account
- It is to local authorities, councils and private parking companies if we suspect or are notified that you breached private parking terms and conditions, dart and congestion charges whilst the Motorhome transfer of ownership is being processed by the DVLA.
- It is to the police, DVLA and Customs and Port authorities if we suspect or are alerted to criminal activity

- Our bank or merchant provider requires it in line with transactional processing
- You have made an application for credit in which case your personal information will be entered in to an online financial application platform through our lender. You will be provided with a notice of how they plan to use your personal information before continuing with your application for credit.
- The third party is our subcontractor or a member of our companies, who is processing personal data on our behalf securely and in accordance with our instructions
- It is for feedback on our products and services provided
- It is to the Motorhome manufacturer to meet their warranty requirements and/or to complete the transfer of ownership process
- You have submitted a photo into a competition that we have run. By entering our competition, you agree to the photo(s) you submit being posted to our website, facebook, twitter, instagram, pinterest and other social media sites. We may also use it for posters and advertising and share with our partners, wholesale and web-based agents for them to use for their own marketing purposes
- It is otherwise authorised under the Data Protection Act

We may use your personal information for marketing purposes and keep you informed by post, telephone, sms, email or other electronic means about products, service reminders, promotions, product launches, events we attend and other relevant services which may be of interest to you. We will contact you only if you have selected 'Yes' to hear about our services and offers on the Order Form. If at any point you would like to stop receiving information from us, you can click unsubscribe at the base of any of our promotional emails or send an email to motorhomesales@RVSupercentre.co.uk and we will remove your email address from the database.

By entering into this agreement you agree that we can process and store your personal information in connection with this agreement. We agree to keep all personal information in a secure environment and will comply with the Data Protection Act 1998 and any other applicable date protection legislation currently in force.

**19. Entire Agreement**

You should discuss with The RV Super Centre any terms that you do not understand and check that all the information provided is accurate and correct, and that any special arrangements that may have been agreed during the sales process are included and detailed on the Order Form, before signing this Agreement. If in any doubt, you should seek independent legal advice before signing this Agreement.

**20. Statutory rights**

Nothing in these terms and conditions will affect your statutory rights relating to either faulty or misdescribed goods, or poor-quality services. For more information on these statutory rights contact a local authority Trading Standards Department or Citizens Advice Bureau.

**By signing the Order Form you agree that you have read and accept the above Terms and Conditions and that these along with the Order Form constitute a legally binding contract between you and the RV Super Centre.**

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Signed on Behalf of RV Super Centre

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Date

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Print Name

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Customer Signature

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Date

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Print name