

TERMS AND CONDITIONS OF TRADE

- 1 This order form constitutes an offer by the potential buyer of the goods the subject of this order form (hereinafter called "the Customer") and Surf Bay Leisure (hereinafter called "the Supplier"); the supplier may at its sole option accept the said offer by delivery to the customer of a copy of this order duly signed by or on its behalf or by performance, that is delivery of the goods which are the subject of this contract.
- 2 **SPECIFICATIONS:** Illustrations, drawings and the like accompanying quotations, tenders or estimates or contained in Catalogue Price Lists or Advertisements must be regarded as approximate representations only and are not binding in detail. weights, measures, powers, capacities and other particulars are stated in good faith as approximately correct, but deviations therefrom shall not be made the basis of any claim against the Supplier. Errors and omissions are subject to correction. In no case does the Supplier accept responsibility for the condition of any goods or structures which may be incorporated in any contract or set to work in conjunction with the machinery plat or goods supplied by the Supplier.
- 3 **WARRANTY:** New units attract a manufacturers warranty which may in certain circumstances give you the rights against the manufacturer, second hand units attract no warranty, unless stated.
- 4 **GENERAL LIABILITY:** The Customer acknowledges he has relied on no guarantee, warranty, condition or representation made by or on behalf of the Supplier. The Supplier shall not be liable for any loss or damage or delay loss of profit or other consequential loss howsoever arising excluding damages for personal injury caused by the act or neglect of the Supplier its servant or agents.
- 5 **PASSING OF PROPERTY AND RISK:** All goods supplied to the Customer shall be at the customers risk immediately upon delivery to the Customer's premises or to other premises directed by the Customer, whichever is the earliest. Whilst the goods supplied under this contract remain the property of the Supplier the Customer shall indemnify the Supplier against any loss or damage to the said goods whenever wheresoever and howsoever caused save for any loss or damage caused occasioned by negligence of the Supplier its servants or agents.
- 6 Title to the goods the subject of this Contract shall not pass to the Customer or to any other person until payment in full as been made by the Customer to the Supplier of all monies payable hereunder.
- 7 If payment is overdue in respect of the goods supplied pursuant to this contract or in respect of any other goods or services supplied by the Supplier to the Customer the Supplier may without prejudice to any of its other rights recover or resell the goods or any of them and may enter upon the Customer's premises or other lands where the goods are situated by the Supplier's servants or agents to recover or resell the goods or any of them.
- 8 **RIGHT TO SUB-CONTRACT:** The Supplier shall be entitled to sub-contract the whole or part of the Suppliers Contract with the Customer whether for the supply of goods or services.
- 9 **TIME FOR COMPLETION:** If any time is specified to complete performance of the Contract the same shall be considered estimate only and time shall not be the essence of the contract.
- 10 **PRICE AND TERMS FOR PAYMENT**
 - (a) Price - the price or prices to be paid by the customer to the Supplier shall be the manufacturers retail price ruling on the goods supplied as at the relevant date which date shall be deemed to be the date the Supplier delivers the goods to the Customer (or as at the date the Supplier attempts or offers to deliver the goods to the Customer if the Customer refuses to accept delivery for any reason) less any discount stated on this order form plus and value added tax chargeable on the goods. This provision shall apply unless otherwise stated in writing by the Supplier. For the avoidance of doubt, Value Added Tax shall be chargeable at the rate prevailing on the relevant date.
 - (b) Terms of Payment: payment is due before delivery or collection and should be cleared funds (or from the date on which the Supplier first attempts or offers to deliver the goods to the Customer if the Customer refuses to accept delivery for any reason if that date is earlier).
 - (i) Transport Charges: Where the Supplier agrees to transport the Goods to the Customer, the price or prices to be paid by the Customer to the Supplier for transport shall (unless paragraphs 10(b) (ii) and (iii) below apply) be the price stated on this order form of the price for delivery plus any Value Added Tax chargeable at the relevant date, as defined in clause 10(a) of these Terms and Conditions of Trade.
 - (ii) On or before the relevant date the Supplier may notify the Customer that the cost to the Supplier of transport has increased since the date on which the Supplier agreed to supply transport. Where this happens the Supplier shall propose a new price to the Customer for transport (and the remainder of these Terms and Conditions or Trade shall continue to apply). The Customer may at the Customer's absolute choice accept the price for the transport or decline it and elect to collect the Goods from the Suppliers premises or factory at the Customers own cost.
 - (iii) The Proposal of a revised price for transport shall not discharge the Customer from his agreement to purchase the Goods.
 - (c) Interest at 2% above the base lending rate of the suppliers bankers, National Westminster Bank, will be charged on all overdue accounts. If the Supplier instructs Solicitors, Courts or other Agents to recover money owed by the Customer then the Customer will indemnify the Supplier against all fees and costs payable by the Suppliers to solicitors, Courts or other agents.
- 11 **BANKRUPTCY:** If the Customer shall become bankrupt or insolvent or compound with its Creditors or being a limited company commences to be wound up or suffers a Receiver to be appointed, the Supplier shall be at liberty to cancel the contract without prejudice to any right or remedy which shall have accrued thereafter to the Supplier and in particular the Supplier's right to repossess any goods in which the property has not passed to the Customer and the right of entry to the Customers premises for such purpose.
- 12 **WAR RISKS:** If the Contract shall become impossible of performance or otherwise frustrated by reason of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not) civil war, rebellion, revolution, or civil strife consequent upon any of the said events or for any reason whatsoever, the Supplier shall be entitled to cancel the Contract and in such event the Customer shall pay to the Supplier a sum equivalent to the cost of the work done by the Company in or towards performance of the Contract up to the date of such cancellation.
- 13 **CONFLICTING CONDITIONS:** In case any stipulation contained in these General Conditions shall be in conflict with any other stipulations therein contained or in case any stipulation contained in any of the Contract documents shall be in conflict with any stipulation contained in these general Conditions the Supplier shall be entitled to the benefit of that stipulation which is most favourable to the Supplier in the particular circumstances of any case, any rule of law to the contrary notwithstanding.
- 14 Delivery is to the nearest accessible point for the transporters, and no siting or connection of any kind is included (unless itemised separately as an additional cost).
- 15 No responsibility will be taken for any possible faults that may occur to Gas supply or appliances unless the Caravan has been commissioned by a Corgi Registered Gas Engineer. A certificate of completion is required.
- 16 No responsibility will be taken for any possible faults that may occur to Electric supply or appliances unless the Caravan has been commissioned by a fully qualified Electrician. A certificate of completion is required.
- 17 Part exchange quotations are subject to confirmation of condition and year of manufacture.