

TERMS AND CONDITIONS OF CONVERSIONS & VEHICLE SALES

(NOTHING IN THIS DOCUMENT SHALL RESTRICT THE STATUTORY RIGHTS OF A CUSTOMER)

GENERAL.

1. These terms and conditions together with the details set out on the previous page(s) are intended to contain all the terms of the agreement (the "Agreement") between us (as the vendor) and you (as the purchaser) relating to the sale and purchase of the used vehicle described overleaf (the "Vehicle"). If you wish to rely on any amendment or addition, you should ensure it is confirmed in writing by one of our duly authorised representatives. If we agree any variation in the Vehicle to be supplied, this shall be deemed to be an amendment to this Agreement rather than a new agreement.
2. You must provide us with any information we need in order to comply with money laundering legislation, and you guarantee the accuracy of the information so supplied.
3. You may arrange for a finance company to purchase the Vehicle from us for the Purchase price within 7 days of being notified that it is ready for delivery. The Vehicle will then be delivered to the order of such finance company and all references to delivery of the Vehicle shall be construed accordingly. The provisions of this Agreement relating to the Part Exchange Vehicle (if any) shall continue to apply but we shall account for the Part Exchange Allowance and any deposit paid under this Agreement to the finance company on your behalf.

PRICE.

1. The Purchase Price is the price for the Vehicle or Conversion, including where applicable accessories, vehicle excise duty, delivery and VAT, current at the date of the order. If the rate or amount of vehicle excise duty or VAT changes between the date of order and the date of delivery, you must pay the amount current at the date of delivery.

PART EXCHANGE VEHICLE.

1. If we have agreed to accept a Part Exchange Vehicle at an agreed value in part payment of the Purchase Price, we shall only be bound to do so if the Part Exchange Vehicle is :-

(a) Free from any hire purchase agreements, charges or other encumbrances (together "Encumbrances") which you did not disclose to us before the date of order (b) Delivered to our place of business before we deliver the Vehicle to you (c) In the same condition (subject to only wear and tear and reasonable increase of mileage) on delivery to us as it was when we examined it before agreeing the Part Exchange Allowance and (d) Free from any problems or difficulties except those specifically brought to our attention when we agreed to accept the Part Exchange Vehicle; and you have full title to the Part Exchange Vehicle.

If you fail to satisfy any of the above conditions, we will not be obliged to accept the Part Exchange Vehicle or to allow the Part Exchange Allowance against the Purchase Price and you may be required to pay the full Purchase Price before you can take delivery.

1. If the payment required to release the Part Exchange Vehicle absolutely from any Encumbrances is greater than the amount you disclosed to us before the date of order, or if the Part Exchange Vehicle is delivered in a worse condition or with an unreasonable increase in mileage, we may nevertheless in our discretion agree with you in a reduced Part Exchange Allowance and accept the Part Exchange Vehicle.

DELIVERY.

1. While we will endeavour to deliver the Vehicle by the estimated delivery date, we will not be liable for any claim for compensation of any description arising out of a delay in delivery. In the event of such delay, we will contact you to agree an alternative delivery date.
2. If we fail to deliver the Vehicle within 42 days of the estimated delivery date, you may give us notice requiring delivery. If we fail to deliver within 14 days of receipt of such notice, you may give us notice cancelling the Agreement.
3. If you cancel the Agreement, we will refund your deposit and, provided the cancellation was due to circumstances beyond our control, we shall have no further liability to you.
4. We will inform you when the Vehicle is ready for delivery, and you must pay the Purchase Price (less any deposit and/or Part Exchange Allowance) and take delivery within 14 days of being so informed. All payments must be received in cleared funds on or before the date agreed for delivery or collection of the Vehicle. If you fail to pay the Purchase Price and take delivery within 21 days of being informed that the Vehicle is ready for delivery, we may give you notice cancelling the Agreement.
5. If we cancel the Agreement, we will endeavour to sell the Vehicle to another person, if it is not sold within a reasonable time, we will sell it at auction. Within 7 days of the date of sale, we will give you a statement showing the sales price and any additional costs we have incurred in reselling the Vehicle and will refund the balance of your deposit, if any, after deducting the amount we have lost (i.e. any reduction in the sales price and the additional costs of resale). We will provide copies of any receipts if you request them.

Volksavan, Unit 2 Enterprise Park, Priorswood Road, Taunton, TA2 8FR Tel: 01823 288777

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TRANSFER OF OWNERSHIP AND RISK.

1. The Vehicle will continue to belong to us until the total Purchase Price has been paid in full and the Purchase Price has been received by us in the form of cleared funds. You will, however, be responsible for any loss or damage from when it is delivered to you or delivered into custody on your behalf, and shall insure it accordingly. Ownership of the Part Exchange Vehicle will transfer to us when you take delivery of the Vehicle.

WARRANTY.

1. Used Warranty is for 12 months as set out in the Warrantywise used vehicle warranty, subject to the exclusions and limitations set out therein. All warranties, conditions and other terms concerning the state and condition of the Vehicle which may be implied by law are, to the fullest extent permitted by law, expressly excluded from this Agreement. You acknowledge that the Purchase Price has been calculated on this basis, and that additional warranty cover would have been available at additional cost.

DISTANCE SELLING AND OFF-PREMISES CONTRACTS.

1. If you are a consumer and if this Agreement has been concluded (a) under an organised distance sales or service-provision scheme without the simultaneous physical presence of you and us, with the exclusive use of one or more means of distance communication up to and including the time at which the Agreement is concluded or (b) in the simultaneous physical presence of you and us, in a place which is not the business premises of us, you have the right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which you, or a third party other than the carrier and indicated by you, acquires physical possession of the Vehicle. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g a letter sent by post, fax or e-mail). To meet the cancellation deadline, it is sufficient for you to send the communication concerning your exercise of the right to cancel before the cancellation period has expired.
2. If you cancel this Agreement, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any Vehicle supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you any Vehicle supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the Vehicle, or (c) if there was no Vehicle supplied, 14 days after the day on which we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the Vehicle back or you have supplied evidence of having sent back the Vehicle, whichever is the earliest.
3. You shall send back the Vehicle or hand it over to us without undue delay in any event and not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the Vehicle before the period of 14 days has expired. You will have to bear the direct cost of returning the Vehicle. The cost is estimated at a maximum of approximately £500. You are only liable for any diminished value of the Vehicle resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Vehicle.

LIMITATION OF LIABILITY.

1. Unless set out otherwise below, we limit our liability for any breach of this Agreement (and for any other liability arising out of or connected to this Agreement) to the amount of the Purchase Price. We expressly exclude all liability for loss of profit, goodwill or contracts and for any indirect, consequential or economic loss. The limitations of liability do not apply in cases of fraud, death or personal injury.

NOTICES.

1. Unless stated otherwise in this Agreement any notice to be given under this Agreement must be in writing and sent by post to the address of the person to whom it is addressed as set out overleaf, and shall be deemed to have been received in due course of post.

GOVERNING LAW AND JURISDICTION.

1. This Agreement shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the Courts of England and shall be governed and construed in accordance with Northern Ireland Law.

TRADE SALES.

1. The company does not accept any responsibility for verifying either mileage or vehicle history on trade sales.

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We may use this information about you now and in the future (i) to provide you with information on products and services for marketing purposes; (ii) for market research and (iii) tracking of sales data. If you prefer this not to happen, please reply to contact@volksavan.com with the message OPTOUT.

COMPLAINTS

1. Speak to workshop controller in regard to the conversion. They will try to put the matter right. If you are not satisfied you can ask to speak or write to the owner. They will try and resolve the issue.

CONVERSIONS & SERVICES

1. All conversion work will be agreed before start of conversion. Deposits maybe asked for prior to any conversion work, parts and accessories and work commences.
2. Any alternations to the specification, design or colours including additional work or accessories need to be communicated to Volksavan and emailed to contact@volksavan.com by the customer. Volksavan will confirm the changes to the customer.
3. The company does not accept any changes without a confirmation email.
4. The customer has the right to inspect the work carried out and workmanship at any stage.
5. A handover of vehicle and full demonstration of all the features, controls, electrical systems, gas systems, water systems and followed by completion of a customer satisfaction handover form by every customer. (Form in includes additional works required).

SIGNATURES

Customer: Date:

Volksavan: Date:

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