

Solar Leisure Vehicles Ltd – Full Terms

These are the terms and conditions for the purchase of your leisure asset (motorhome, caravan or any other asset) by Solar Leisure Vehicles Ltd. Please read these terms and conditions before entering the agreement. If you have any questions about this agreement, please contact us and we will be happy to answer any questions you have.

Pre-Contract Information

Before entering into an Agreement, you will receive an offer for your leisure asset. This offer is provided is not legally binding. Solar Leisure Vehicles Ltd reserves the right to withdraw the offer at any time without legal consequence and with no liability to the prospective Seller. An agreement to sell will be confirmed in writing by Seller and buyer in advance of inspection and handover date. A signed agreement is a legal binding document.

If required, the Seller will make their own arrangements with DVLA to retain a private registration and a new plate registered to the vehicle prior to a sale (Discuss this with us before transfer as it can take up to 5 weeks for DVLA to process making a vehicle unusable).

Price Quoted

The offer will be in GBP sterling and will be inclusive of VAT.

The offer is given in good faith and relies on the information provided 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 Solar Leisure Vehicles Ltd for an incorrect valuation.

Payment

Solar Leisure Vehicles Ltd will make payment for the leisure asset as soon as possible subject to the usual criteria including physical inspection. Payment will not fall due if Solar Leisure Vehicles Ltd rescinds the contract after physical examination of the leisure asset. The Buyer will not wait until funds are cleared as this may take several hours depending on the receiving banks processing times. We do not pay in cash or at a bank counter unless agreed. Sellers may bring their vehicle to us if preferred.

The Seller Warrants...

- That all information supplied during the valuation process is accurate and true.
- That the leisure asset is not subject to undisclosed finance.
- To the best of his/her knowledge and belief that the leisure asset had not been an insurance right-off or involved in any other serious accident or incident that required substantial repairs.
- That the mileage reading (where applicable) on the vehicle is true and accurate and that the odometer had not, to the best of his/her knowledge and belief been tampered with.
- That there are no undisclosed physical defects with the leisure asset that a purchaser would want to be informed about.
- That there are no undisclosed title defects with the leisure asset.
- That he/she is the legal owner of the leisure asset, has the right to transfer the full unencumbered legal title and full ownership of the leisure asset to Solar Leisure Vehicles Ltd.
- That no other person or entity has any claim to the leisure asset.

Leisure Assets Subject to Finance

It is the responsibility of the Seller to disclose to Solar Leisure Vehicles Ltd any existing finance associated with the leisure asset.

If the agreed sale price of the leisure asset is lower than the settlement figure required to fully settle the outstanding finance the Seller must pay Solar Leisure Vehicles Ltd the difference between the settlement figure and the agreed sum in advance of Solar Leisure Vehicles Ltd settling the outstanding balance with the finance company.

The Seller remains liable to the finance company in respect to the related finance always until the credit agreement has been legally terminated. Solar Leisure Vehicles Ltd does not accept any liability with respect to the related finance at any time or for any reason.

Only once the finance company has declared no further interest in the vehicle, shall the buyer handover take place.

Collection and Delivery

Unless otherwise agreed, the leisure asset is delivered by the Seller to the place designated by Solar Leisure Vehicles Ltd at the Sellers expense.

The Seller shall provide Solar Leisure Vehicles Ltd with all necessary documentation relating to the leisure asset such as finance details, service record, invoices, V5 log book or CRIS registration documents, road tax disc, spare keys, manuals etc., at the time of collection / delivery.

Inspection

The leisure asset will be inspected by a Solar Leisure Vehicles Ltd representative prior to completion of this Purchase Agreement. A revised valuation may be offered where the leisure asset 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 leisure asset or other factors not disclosed affect the valuation.

Should serious defects (that cannot be tested at time of handover) be found with the vehicle that have not been disclosed prior or after the sale is complete, Solar Leisure Vehicles Ltd reserves the right to cancel the sale and return the vehicle at the Sellers expense.

Alternatively, the Seller may reimburse Solar Leisure Vehicles Ltd for loss of profit due to repairs in order to make vehicle safe and good for sale. All batteries must be charged upon handover. Should the Seller of the defected vehicle have purchased a vehicle via Solar Leisure Vehicles Ltd as part-ex, that vehicle shall not be affected and will remain as sold to the Seller. In all avoidance, Solar Leisure Vehicles Ltd may recommend an engineer test to be carried out on a prior appraisal to handover.

The Seller may take the vehicle to the nearest assessment centre, or the engineer may deliver assessment at-site at cost covered for fuel and time by the Seller. Vehicles will have an MOT and a full-service history unless otherwise agreed.

Brokerage

Solar Leisure Vehicles Ltd are also a franchisee of MotorhomeDepot offering a Brokerage solution. The minimum term to Broker is 90 days. The Seller will provide MotorhomeDepot or CaravanDepot with exclusivity to market. Full terms of Brokerage can be provided upon agreement to proceed with an appraisal. The Seller shall not sell the vehicle privately during the contract term.

Cancellation

Subject to distance, it is reasonable for fuel costs to become payable by the Seller if they should cancel the appointment and the Buyer is already in transit. If the Seller wishes to cancel an appointment for any reason, they should do so within 12 hours of the appointed time. For cancellation of a Brokerage Agreement, please refer to MotorhomeDepot or CaravanDepot terms & conditions.

Consequential Losses

Solar Leisure Vehicles Ltd and it's Directors shall not be liable for direct or indirect inconsequential losses of any kind including loss of profits and other forms of expenses and compensation.

Governing Law and Jurisdiction

The governing law is English Law and the parties agree to submit to the full jurisdiction of the English courts. Solar Leisure Vehicles Ltd is fully compliant with the Consumer Rights Act 2015.

Solar Leisure Vehicles Ltd

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