



TERMS AND CONDITIONS

1. Definitions:

I. The Company:

Hathaway Clarke Limited whose registered address is 1 Park View Court, St. Paul's Road, Shipley, West Yorkshire, BD18 3D2 and who's trading address is Lockham Gate, Wrangle, Boston, Lincolnshire, PE22 9DD.
Company Registration Number 09923403, VAT 301758716 trading under the registered trademark of Lincolnshire Motorhomes and Caravans.

II. Vehicle:

'Vehicle' shall mean car, pick-up, caravan, 5th wheel trailers and trucks (motorised and non-motorised)

III. Writing:

Any reference to 'writing' or 'written' includes faxes but does not include writing by email.

IV. Agreed Date of Delivery:

The date which is to be agreed between The Company and The Purchaser relating to the date on which he Purchaser shall take delivery of the vehicle ordered within this Agreement (and in relation to each t double say hello.

V. Static:

Any vehicle over 2.3m wide or 7m in length.

VI. Completion:

'Completion' means actual completion of the sale and purchase pursuant to these conditions.

VII. Interest:

Interest will be payable at 3.25% per month.

VIII. Delivery:

Delivery will be at the trading address of The Company.

IX. Custom Goods:

Vehicles manufactured to the individual specifications of the purchaser.

X. Standard Goods:

Non-custom goods.

XI. Schedules:

Referenced to schedules refers to the Part Exchange Agreement unless otherwise stated.

2. The validity, construction and performance of this Agreement shall be governed by English Law.
3. This Agreement and the schedules to it shall constitute the entire Agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement(s).
4. This Agreement may not be varied except by an instrument in writing signed by the authorised representatives of all the parties to this agreement.
5. This Agreement may be executed in any number of counterparts and by The Company and Purchaser on different counterparts but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall constitute one and the same Agreement.
6. If this Agreement cannot be performed or its obligations fulfilled for any reason beyond either party's reasonable control for a continuous period of 12 months, then either party may at its discretion terminate this Agreement by notice in writing at the end of this term. All deposits made are of a non-refundable nature, regardless of termination of the Agreement by either party. Additionally, The Company shall be entitled to raise a charge for any special expense which it has incurred in its efforts to fulfil the terms of this Agreement, such charge being fair and reasonable in all the circumstances.
7. Standard Goods:
The Purchaser shall pay to The Company a minimum deposit of 10% of the total purchase price forthwith on signature of this Agreement. If the Purchaser fails to pay the entire contractual price to The Company by the due date, The Company will be entitled to terminate the Agreement under the provisions of clause 6. The Company will retain the deposit.
8. Custom Goods:
8.1 Where the Purchaser places an order for a vehicle to be made by a Manufacturer (not being The Company) a non-refundable deposit of 30% of the contractual price shall be paid. A further 30% of the contract price shall be paid on notification from the manufacturer that the vehicle has been built. The balance of the purchase price

shall be paid to The Company on delivery.

8.2 If The Company uses its discretion in exceptional circumstances and chooses to refund part of the deposit for any reason:

(i) the refund will be by credit note or cheque at the discretion of The Company;

(ii) The Company shall retain 10% of the contract price to cover expenses;

9. Discrepancies between the CAD drawing signed by The Purchaser and the vehicle which is delivered shall not be the responsibility of The Company. The Company will not be held responsible for any errors made by or on behalf of the manufacturer nor for any changes made by the manufacturer between acceptance by the Purchaser of the CAD drawing and manufacturer of the vehicle. The manufacturers and The Company shall use their best endeavours to ensure the vehicle meets the CAD spec.
10. Payment of the purchase price (or if appropriate the balance thereof) shall be made on the date agreed for delivery to the Purchaser. Should the Purchaser fail to pay the balance due to The Company on such delivery, The Company will retain the vehicle until such time as the full purchase price has been paid. Cleared funds are required on delivery.
11. In the event of late payment, interest will be added from the agreed date of delivery to the date when full payment is made at the rate of 8% pa.
12. Time shall not be of the essence for the purposes of this Agreement save for under clauses 8 and 10 of this Agreement.
13. The vehicle shall remain the property of The Company until the full purchase price (and any interest due under the provisions of clause 11 hereof) has been paid.
14. The vehicle shall be delivered to the Purchaser at the trading address of The Company. The risk in the goods shall pass to the Purchaser upon such delivery taking place. The Purchaser shall insure the vehicle from that date. Should it be agreed between The Purchaser and The Company that delivery shall be at alternative address, a reasonable charge will be levied by The Company.
15. In the event of the manufacturer of the goods the subject of this Agreement ceasing to make a vehicle of that type ordered, The Company shall be at liberty to return the deposit to The Purchaser and to cancel this Agreement without further liability on its part.
16. Where The Company agrees to allow part of the purchase price to be satisfied by a part exchange of a vehicle, the Purchaser shall be subject also to the Terms and Conditions of the Part Exchange Contract entered into with The Company whether signed by both parties or not.
17. Any notice to be given under this Agreement shall be deemed to have been duly served if sent by prepaid post to The Purchaser's last known address and shall be deemed to have been received in due course of post.
18. The Company reserves the right to assign or transfer all or any part of this Agreement to any other person or Company.
19. Any vehicle over 2.3m wide or 7m in length is sold as static and therefore requires a specialist vehicle for delivery. It is the responsibility of the Purchaser to ensure that the static vehicle is towed or delivered by way of a low-loader or however in compliance with the prevailing law.
20. Agreed price for the part exchange is subject to a final inspection on delivery to The Company. Unless noted, all part exchange should carry at least six months MOT and have no faults or damage. The Company reserves the right to review a part exchange price offered at any time.
21. The foregoing terms and conditions are in addition to and without prejudice to The Company's rights and obligations set out in statute and do not affect the Purchaser's statutory rights.