

Terms and Conditions of Contract – Faircourt Management Limited

1 Definitions & Interpretation

- 1.1 Company** shall mean Faircourt Management Ltd, registered in England, no: 3497150 or any trading style adopted by the company.
- 1.2 Customer** shall mean the entity purchasing goods from the company; this may be a person, agent, firm or company. The **first owner** is deemed to be the entity who will be purchasing the goods for their personal use; this includes use for sub-letting or hiring. The **vendor** shall be the company or agent selling the goods to the first owner.
- 1.3 Conditions** shall mean these standard terms and conditions of sale set out herein and any special terms as agreed in writing between both parties.
- 1.4 Contract** means the contract between the company and the customer for the sale and purchase of the goods and/or the supply of the services in accordance with the conditions.
- 1.5 Goods** shall mean any Caravan, Mobile-home, Holiday or Leisure Home or Lodge (these designations may be inter-changeable); related accessories, spare parts, leisure related items or any other materials or services as supplied from time to time by the company which the customer agrees to buy from the company.
- 1.6 Delivery** shall be on the Incoterms basis of 'Ex-works'. This shall infer ex-works of the appropriate supplying manufacturer of goods for the customer or the place of loading from storage if the finished goods are temporarily stored away from the place of manufacture. Delivery shall be deemed to have been effected when the designated transporter, his agent or sub-contractor takes possession of the goods ex-works.
- 1.7 Price** shall mean the price as agreed between the company or their agent and the customer. This may be in accordance with a pro-forma invoice raised by the company or their agent or by another form of written offer (e-mail, letter, fax) for the goods or services to be provided. Where a price is quoted without tax, UK VAT at the ruling rate or rates shall be applied at the point of delivery, (unless for export to a VAT registered company in the country of destination). Where a price has been quoted including VAT this may be subject to modification subsequent to any amendments in the rates or scope of UK VAT ruling at the time of delivery.
- 1.8 Services** shall mean provision of any services: professional or otherwise, wherever undertaken or provided as may be agreed between the company and the customer. This shall not be restricted to the normal trading activities of the company.

2 Contract conditions

- 2.1** These conditions apply to the contract between the company and the customer to the exclusion of any other terms that the customer seeks to impose or incorporate or which may be implied to the extent that this is permitted by law.

- 2.2** No contract shall exist until the company accepts in writing the customer's request for purchase; the contract date being deemed effective from when the company accepts the purchase request or instigates work to procure the goods or services.
- 2.3** Quotations and estimates shall not constitute an offer and may be withdrawn or revised at any time prior to the customer's acceptance of the same.
- 2.4** The customer may not cancel any contract entered into except with the written agreement of the company or its agent. Any costs which the company may incur as a result of such cancellation, even with its approval, for the primary subject of the cancellation (goods, services etc.), and any ancillary costs or charges for damages, administration, materials, labour and loss of profit shall be indemnified by the customer. The company shall exercise discretion in the application of any such charges.
- 2.5** These conditions shall be binding and invariable unless otherwise agreed in writing by the company or its agent and the customer.
- 2.6** Only those goods or services specified in the contract shall be supplied; any variation or modification shall be the subject of a separate contract. Where the contract is for supply of multiple goods, each product shall be supplied on the basis of a separate contract.

3 Contract Protocols

- 3.1** The procedure for the sale shall be that upon agreement to purchase the goods at a price agreed with the company or their agent, (not limited to ABI Leisure Parks SARL, 83310 Grimaud, France), the company shall provide the customer with a pro-forma invoice for the goods or services: ex-works, including UK VAT (or excluding VAT for export to a VAT registered destination company).
- 3.2** An indicative date of manufacture of the goods or supply of services shall be given at this time. This may not be construed as a delivery date until the manufacturer or their agent confirms an ex-works collection date.
- 3.3** Unless otherwise agreed with the company or their agent, the goods will only be ordered with the manufacturer upon receipt of cleared funds for the full amount in the currency transacted and in the appropriate bank account of the company. All payments shall be made by bank transfer only, with related charges at the sender's expense. Upon receipt of the funds a receipt will be issued to confirm this, indicating the goods or services to which the monies are designated.
- 3.4** The order will then be placed with the relevant manufacturer or agent and an ex-works delivery date indication requested. In the event of a manufacturer offering a later delivery than anticipated the company shall not be held responsible for such delays or any subsequent contingent loss, financial or otherwise. Similarly, as the contract is on an ex-works basis, any late delivery due to shipping or transport delays, for whatever reason, shall not be the responsibility of the company.

- 3.5** Where the goods ordered are no longer available from the manufacturer or not within a reasonable timescale, an alternative product from the same or another manufacturer may be offered as a substitute, subject to satisfying the sales criteria of the company or its agent. Any price differential shall be resolved by a credit or supplementary invoice of the appropriate value.
- 3.6** Where goods already ordered are subject to manufacturers' modification of design or materials prior to delivery, these changes shall be advised to the customer by the company. Notwithstanding this, any such changes of which the company is not advised by the manufacturer prior to delivery (by reason of, but not limited to: shortage of raw materials or their discontinuation or unsuitability for use, or changes to conformity specifications for national or international standards), shall not be deemed the fault of the company and may not incur any contingent loss, financial or otherwise.
- 3.7** Advice or information given by third parties (manufacturers or their agents or employees), shall not be binding upon the company or constitute part of the contract. Performance characteristics and description of goods shall be deemed to be accurate within the scope of the product brochures and demonstration models, but any variation to these criteria shall not be binding upon the company for redress.
- 3.8** Errors and omissions in brochures, quotations, price lists, invoices (including pro-forma invoices) or other documents or literature issued by the company, (whether their own or not) shall be subject to correction without liability of the company, whether caused by clerical or typographical reason.
- 3.9** Manufacturers' brochures and demonstration models may be subject to modification at their discretion and shall only be indicative of the goods which the company will order from them in good faith. The customer shall not directly modify or seek to modify any order placed by the company with a manufacturer or their agent by personal negotiation, either verbally or in writing. Any request for such modifications would have to be made through the company or its agent and on the understanding that any changes in price or delivery times would be at the expense of and possible delay to the customer.
- 3.10** Arrangement for collection of goods shall not be made until full and final financial settlement has been effected by the customer and authority to permit collection by the agent or their sub-contractor has been provided to the manufacturer or their agent to release the goods.

4 Risk and Title

- 4.1** Title of the goods shall only pass to the customer upon full and final settlement of the sum agreed in the contract.
- 4.2** Risk for the goods (loss or damage), shall pass to the customer upon advice of the date which goods are ready for collection by the customer or his agent. The company recommends that the customer has in place an 'all risks' insurance policy effective from that date, even if the goods are covered by a separate insurance policy held by an agent, shipper, transporter or sub-contractor.

- 4.3** Until the title of the goods passes to the customer, the customer shall hold the goods as the company's fiduciary agent and bailee. The goods shall be kept separate from all other goods and property of the customer or third party and properly stored, identified as the company's property and fully insured for loss or damage by the customer for at least the full replacement value, which funds, in the event of any claim, shall be immediately payable to the company.
- 4.4** The customer shall not assign any lien or charge to the goods and they shall be kept at the customer's premises only or other location approved by the company, provided this meets the criteria of the foregoing.
- 4.5** Where the title of the goods has not yet passed to the customer, the goods shall be correctly stored at the approved location with [in respect of caravans] the corner steadies (4) levelling the goods in accordance with the manufacturer's instruction manual and with all notices, packing materials and instructions retained. The goods are not to be modified, defaced or have identifying marks or labels removed, altered or obscured (bar codes, serial or chassis plates, decals etc.), to anonymise the goods, whether intentionally or otherwise.
- 4.6** Until the title passes to the customer, the company shall be fully entitled to require the customer to make the goods readily available to the company or its agent without let or hindrance from the customer's premises or other location. Failure to comply with this requirement will invoke the right of the company or its agent to enter any premises where the goods may be stored and irrevocably repossess them and remove them to another location of the company's choice. In the event of the goods no longer being at the customer's premises, the customer shall obtain the necessary permissions to access the location where the goods are held. Any costs or damage incurred by such actions and any subsequent findings of damage, missing materials and components will be at the expense of the customer.
- 4.7** Title of the goods may not pass to a third party by sale by the customer without the express written agreement of the company and with written evidence of the impending provision of funds in full settlement to the company. The goods may not be removed from their location until such agreements are in place.
- 4.8** The customer shall immediately give the company notice in writing if they have a bankruptcy order or insolvency proceedings against them; if the customer enters into voluntary or compulsory liquidation; if a receiver is appointed; if the customer is the subject of a winding-up order or ceases trading or threatens to cease trading. The company, on being informed of any of the foregoing or reasonably apprehending any of the above, shall be entitled to immediately recover the full payment for the goods and without prejudice cancel the contract and any other contracts without liability to the customer.
- 4.9** Any costs involved in repossession of the goods and any damage to the goods or the premises from which they were recovered will be at the charge of the customer.

4.10 The company will accept no liability for any promise or implied agreement with or to a third party for any consequential loss, financial or otherwise, occasioned by repossession of the goods.

5 Customer obligations

5.1 It is exclusively the responsibility of the customer to have correct authorisations for installation and siting of holiday homes in accordance with national, regional and local authority regulations. The company is not responsible for any action taken by caravan park operators, land owners or government bodies for illegal or unauthorised siting of caravans, leisure homes or holiday homes, nor for any losses sustained resulting from such a breach.

5.2 Holiday and leisure homes built to European Standard EN1647 are not designed for permanent occupancy as a residence; use as such will invalidate their warranty and insurance policies may not be effective in their scope of cover.

5.3 Products built to British Standard BS3632 for residential homes may encompass the requirements of EN1647 and associated standards (EN1949 – gas installations and EN721 – ventilation), but their use for residential purposes will only be permissible if the site licence provides for such use or if specific individual permission has been granted by the appropriate authority.

5.4 Holiday homes are to be correctly prepared and sited for the purchaser following accepted industry codes of practice. Where sub-contractors or third parties are engaged for siting and/or installation and commissioning, these services must be undertaken with due regard to these requirements. Only competent, qualified persons are to be engaged for such services and their bona-fides should be verified prior to them undertaking these works. Installation must be in accordance with all requirements in force at their location (e.g. but not limited to: water, sewerage, electrical and gas), and any necessary certification obtained and provided for the first owner where applicable.

5.5 The customer shall prepare the goods for use by the first owner so that they may satisfactorily use the holiday home immediately after handover. This means that the goods will be in a clean condition with all appliances checked for functionality and water, gas and electrical installations sound in operation. It is the responsibility of the customer, not the first owner, to verify the goods in their pre-delivery inspection and any fault or defect shall be reported within the time scales set out by the manufacturer. The first owner shall not be left to organise siting or installation themselves unless they are a competent body to do so, but, notwithstanding this, the goods are to be handed over complete and quality control checked for the first owner with all necessary documentation provided as supplied by the manufacturer.

5.6 The customer shall be responsible for dealing with all complaints, claims or queries from the first owner. The first owner shall address all complaints, claims and queries to their vendor and not to the company or manufacturer. This does not affect the customer's statutory rights.

- 5.7** The goods supplied shall only be used for their intended purpose and within the physical design capabilities of the product. Any abusive use which is contrary to good practice (extreme climatic conditions; inadequate siting or siting in precarious locations etc.) will invalidate the warranty.
- 5.8** Failure to ensure the correct siting and installation of the goods may give rise to quality issues and complaints of incorrect functioning of components or appliances. Until any siting defect has been addressed by the customer or their sub-contractor no warranty work can be engaged upon; any damage resultant from defective siting or installation will not be covered by warranty and requests for repairs will be on the understanding that they shall be on a chargeable basis. Costs related to re-siting or siting adjustments will be at the expense of the customer.
- 5.9** Where the customer is a trader selling the goods to a first owner, the foregoing still applies, but the trader must provide a sales agreement to their customer of at least the same conditions as these set out herein. Until the goods have been paid for in full by the customer, no claims under warranty can be entertained by the company or its suppliers. The first owner must complete and return the warranty registration card provided in the owners pack or using electronic means (where available).

6 Warranty

- 6.1** The company warrants that on delivery the goods shall correspond with the description as ordered or any alternative product supplied in agreement with the customer and except where the customer is a consumer (as defined in the terms of the 1977 Unfair Contract Terms Act), all other warranties such as conditions relating to quality, condition or fitness for purpose are excluded; the statutory rights of the consumer are not affected by these conditions.
- 6.2** The manufacturer warranty is limited purely to the first owner and is not transferable to subsequent owners.
- 6.3** Holiday homes sold to first owners benefit from a manufacturers' warranty which should be explained to the customer at the point of sale. Failure to register the purchase by the first owner will at least delay processing of any claims upon the vendor until the warranty registration document has been correctly submitted to the manufacturer (electronic registration may be available); individual manufacturers have their own procedures and period of the warranty covered.
- 6.4** Certain materials, components and appliances are covered by separate warranty arrangements. Warranties provided by suppliers of such elements shall be in accordance with their terms as issued to the manufacturer, but shall not exceed the overall warranty period provided by the manufacturer. Where guarantee cards for items such as refrigerators, cookers etc. are supplied these should be completed and submitted appropriately. In the first instance of any complaint with such items the manufacturer may wish a dedicated engineer to undertake any repairs or replacement; in any case the complaint should be directed to the vendor, who will contact the manufacturer to progress the request.

- 6.5** Access for inspection or to effect repairs (interim or otherwise) shall not be unreasonably withheld from the vendor, manufacturer or an appointed sub-contractor. The owner shall advise whether they are prepared to allow unaccompanied access to the goods or only with a vendor's or park owner's representative. If the owner wishes to be present when inspection or repairs are undertaken this may restrict the time available to resolve complaints at issue. In any event, for Health and Safety reasons, due to some processes involved it may not be desirable or permissible to be in attendance. In this regard the decision of the attending engineer is final. Failure to comply with any such instructions will immediately halt or delay the intervention. Filming or taking photographs of operatives, whether actively undertaking repairs or during assessments and inspections is not permitted; neither will physical or verbal abuse or threatening behaviour be tolerated.
- 6.6** Repairs or replacement of faulty components shall be undertaken in accordance with the manufacturer's warranty procedures. Where the manufacturer sub-contracts such works and authorises a third party to resolve complaints at issue, they shall act with the same diligence as the manufacturer's representative and shall be competent to undertake the works for which they have been contracted. Third parties shall not be requested to undertake other works for which they have not received authority from the manufacturer. Any time scale given for inspection, repairs or supply of parts shall only be indicative and all reasonable efforts shall be taken to resolve matters promptly, especially where use of the goods is restricted because of any defect. All reasonable endeavours shall be taken to ensure provision of a satisfactory customer service, but any delays or failure which may be deemed beyond the control of the manufacturer or their agent shall not be grounds for liability or consequential loss. Relevant causes are to be found in the section 'Force Majeure'.
- 6.7** Where replacement parts are being provided and the original components or materials are no longer available a suitable alternative will be proposed; this shall be at the supplier or manufacturer's discretion. It must be noted that certain materials may be subject to shading, colour fastness and design variation, especially, but not restricted to: fabrics, floor coverings and sheet materials. The supplier or manufacturer will seek to minimise the visual impact of any minor disparities, but exact matches may not be possible.

7 Delivery

- 7.1** The company sell only on an ex-works basis, however, it is vital that the customer only engages a haulier for collection and delivery and any intermediate transshipment using a vehicle suitable for the goods purchased; inappropriate vehicles by virtue of their size or body configuration may lead to damage in transit. It is the responsibility of the haulier to ensure that they have the correct authorisations for transport and the necessary permits and pilot cars or escort vehicles for the journey(s).
- 7.2** Whilst holiday homes are fitted with wheels these are not designed for towing, other than for manoeuvring on site and their movement should be restricted to the minimum required distance and at a speed not exceeding 16 kph (10 mph).
- 7.3** Where delivery involves craneage onto the customer's plot or to a location providing access to the plot, only a qualified contractor should be engaged for such work. The

use of stops and spacer bars is to be insisted upon to ensure that no damage is occasioned by the lifting process and the lift should only be effected if and when the crane operator decides that it can be conducted safely. The use of HIAB type cranes is not recommended. Evidence of damage attributable to poor handling, transportation or craneage will render the warranty invalid.

7.4 Refusal of a site or land owner to accept delivery of goods by reason of out of hours or out of season considerations or where necessary approvals have not been obtained is not the responsibility of the company. The customer must satisfy themselves that their proposed delivery date and time is satisfactory to the proprietor or land owner to avoid incurring any expense or consequential loss.

7.5 Failure or delay in collecting goods from their collection point or from docks, quayside, depots or intermediate storage facilities may incur storage or demurrage charges which will be at the customer's expense and in accordance with the costs that these service providers shall prescribe.

8 Force Majeure

8.1 Circumstances beyond the reasonable control of the company may lead to deferring the delivery of or cancellation of the contract or part thereof or of executing repairs and warranty interventions to goods. Causes of such delays would comprise: Acts of God, flood, storm, tempest, fire, explosion; war, riot, national emergency, terrorist activity, protests, sabotage, sequestration; industrial action (direct or indirect), strikes, lock-outs, trade disputes; government interventions: acts, restrictions, requisitions, by-laws, prohibitions resultant thereof; import or export embargoes and restrictions; inadequate supply of raw materials, component parts and skilled labour; machinery breakdown or provision of parts for machinery repair; power failure, shortage of fuel etc. Under such conditions, where an unreasonable delay shall occur, the contract may be terminated by mutual consent provided that all avenues to resolve the delay have been explored.

9 General

9.1 Nothing in these terms and conditions or any contract between the parties is intended to establish any partnership or joint venture.

9.2 Any section of these conditions which is waived or modified by separate arrangement shall not be considered a waiver for any subsequent contract made between parties, nor shall any delay in application of these conditions be considered as a waiver in whole or in part.

9.3 Should any portion of these conditions be deemed in whole or in part invalid or unenforceable by a competent authority, the remainder of these conditions shall not be affected and shall continue to its full force and effect.

9.4 Any dispute with regard to these terms and conditions shall be conducted between the registered office addresses of the company and the customer in writing.

- 9.5** All references to Standards, Norms and Laws mentioned in these terms and conditions shall be understood to be those ruling at the time of establishing the contract and may be subject to amendment by Act of Parliament or EU law or guidelines.
- 9.6** Information provided by the customer and/or first owner shall only be used in connection with the warranty service and for internal statistical analysis. Personal details will not be sold or divulged to third parties other than in pursuance of criminal enquiries by accredited bodies or agencies. See our privacy policy for how data is treated to comply with 2018 GDPR regulations.
- 9.7** These terms and conditions and any contract related to them shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute.
- 9.8** Where a set of these conditions is provided in translation, the text and intent of the English language version shall be deemed to be the only one which shall be valid in the event of inconsistencies or mistranslations.

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