



Caravans in the SunTM
"be at home anywhere"

Terms & Conditions



Important Information

Termination and Repossession

You may terminate this agreement at any time before the final payment is due, by giving us written notice at the address shown under Right of Withdrawal above. You must then immediately pay us the amount by which one half of the Total Amount Payable exceeds the sums paid and the sums due in respect of the Total Amount Payable immediately before termination. We will notify you of the amount due.

Missing Payments

If you fail to make all of the payments in full and on time under this Agreement, the following consequences could occur:

- a) The total cost of the debt may increase.
- b) Charges and default sums could become payable. A list of charges is provided in the Agreement Terms and Conditions.
- c) We may serve a default notice following which corrective action must be taken by you.
- d) Missing payments and associated costs being incurred in locating you or the mobile home may make obtaining credit more difficult in the future and could have severe consequences such as the possibility of us taking legal proceedings against you, which could result in a County Court Judgement (CCJ) being awarded against you. Failure to keep payments under a CCJ could result in one or more of the following consequences:
 - i. An order being made for the possession of the mobile home to the value of the debt.
 - ii. Sums being deducted directly from your wages via your employer.

Default interest and charges

We may charge you default interest in accordance with clause 14 of the Terms and Conditions of this agreement, at a rate of 8% per annum calculated daily for each day you still owe the payment. We can charge this interest even after we have obtained a court judgment against you.

We may also require payment of our reasonable charges arising from our costs for enforcing this agreement, which includes recovery of our costs or charges payable by us to third parties acting on our behalf.

Right of Withdrawal

You have the right to withdraw from this agreement, without giving a reason. You must give us oral or written notice of your intention to withdraw from the credit agreement before the end of 14 days beginning with the day after the day on which you receive a copy of the executed Agreement, in accordance with the provisions below.

a) Notify us of your intention to withdraw from the agreement:

By telephone: **01782 908070**

In writing to us at: Mobile Homes Abroad Limited, Brookside Business Park, Cold Meece, Eccleshall, Stone ST15 0RZ

Or by email at: sales@caravansinthesun.com.

b) Once you have given us notice of your intention to withdraw from this agreement, you must pay to us the amount of credit provided under the agreement together with interest from the date the credit was provided to the day we receive full payment in cleared funds. Payment must be made without delay and no later than 30 calendar days beginning with the day after the day you gave us notice of withdrawal. You may pay us by debit card, standing order, bank transfer, or by whatever other method of payment is agreed by you and us. You may contact us by any of the means shown above.

Withdrawing from the Agreement will not entitle you to cancel any contract, Agreement or arrangement to purchase the Mobile Home that was financed by the Agreement and this will still need to be paid for by alternative means.

Statement of Account

You have the right to receive, on request and free of charge, at any time during the period of this agreement, a statement in the form of a table showing: a) the details of each instalment owing under the agreement; b) the date on which each instalment is due, the amount and any conditions relating to the payment of the instalment; and c) a breakdown of each instalment showing how much comprises- capital, interest and if applicable, any other charges.

Early Repayment

You have the right, at any time to repay in full or in part the outstanding balance under this agreement. To do this you must give us notice, by any of the methods shown above, of your intention:

a) to fully discharge your indebtedness under the agreement; or

b) to partially discharge your indebtedness under the agreement.

Partially discharging your indebtedness will have the effect of reducing your monthly instalments for the remainder of the term of the agreement. The term of the agreement will not reduce. We will confirm your new monthly payment in writing.

Supervisory Authority

The supervisory authority under the Consumer Credit Act 1974 is the Financial Conduct Authority, who can be contacted at 12 Endeavour Square, London, E20 1JN

Complaints Procedure and Ombudsman Scheme

If you have a complaint you should write to us and we will endeavor to resolve it as soon as possible. If you entered into this agreement for non-business purposes you have the right to refer any unresolved complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Web: www.financial-ombudsman.org.uk. Telephone: 020 7964 1000. Fax: 020 7964 1001.

Email: complaint.info@financial-ombudsman.org.uk. If you entered into this agreement for business purposes you may still have this right.

IMPORTANT: USE OF YOUR PERSONAL INFORMATION

Credit decisions and the prevention of fraud and money laundering

We may use credit reference and fraud prevention agencies to help us make credit decisions. A short guide to what we do and how we and credit reference and fraud prevention agencies will use your information is set out below, in the section 'USE OF YOUR PERSONAL INFORMATION'. For full details, please telephone or write to us at the telephone number/address stated in this agreement.

Please read the guide before you sign this agreement as by signing this agreement you are consenting to such use and disclosure of your information.

We may also:

send you information about our products and services and those of other businesses;

pass your details to other selected businesses and to anyone who introduced you to us, to send you information about their products and services.

USE OF YOUR PERSONAL INFORMATION: Condensed guide to the use of your personal and business information by us and at Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs)

In considering whether to enter into this agreement we may search your record with us and at CRAs. Your record may be linked to your spouse/partner or other person with whom you are linked financially ("associated records") in which event you will be assessed with reference to associated records. Please be sure that you have agreement to disclose information about them.

Our search will create "a search footprint". CRAs provide us with both public (including the electoral register) and shared credit and fraud prevention information. They will add to their record about you, details of our search and your application and, where relevant, the name and address of your business and its proprietors. This will be seen by other organisations that make searches and, together with other information about you and those with whom you are linked financially, may be used to make credit decisions about you and those with whom you are linked financially. If you are a director we will seek confirmation from the CRA that the residential address provided is the same as that shown on the restricted register of directors' usual addresses at Companies House. We may use a credit scoring or other automated decision making system.

We will add to your record with CRAs details of your agreement with us, any payments you make under it and any default or failure to keep to its terms. Records remain on file for 6 years after they are closed, whether you settled the debt or defaulted.

It is important that you provide us with accurate information. We may check your details with FPAs. If false or inaccurate information is provided and fraud is identified, details will be passed to FPAs and other organisations to prevent fraud and money laundering. These records will be shared with other organisations and may be used and searched by us and them, for example, to consider applications for credit and credit related services, or other facilities, for you and any associated person; check details on proposals and claims for all types of insurance; trace debtors, recover debts and manage your account(s); check details of job applicants and employees. Law enforcement agencies may access and use this information. We may make periodic searches at CRAs and FPAs to manage your account with us. We and other organisations may access and use from other countries the information recorded by CRAs and FPAs.

We may use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes. If we transfer, charge or assign your agreement to a third party or if we employ a third party to manage any aspect of your account, we may pass relevant information about you to them. Your personal data may also be used for other purposes with your specific consent or, in limited circumstances, where required by law or permitted under the Data Protection Act 2018.

Where any search or application is completed or agreement entered into involving joint parties, you both consent to our recording details at CRAs. As a result an 'association' will be created which will link your financial records and your associate's information may be taken into account when a future search is made by us or another lender unless you file a "disassociation" at the CRAs.

How to find out more

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. Please telephone or write to us at the telephone number/address stated in this agreement if you want to have details of the CRAs or any FPAs from whom we obtain, and to whom we pass, information about you or if you would like to read the full details of how the information held by them may be used. You have a legal right to these details. You have a right to receive a copy of the information we hold about you. A fee may be payable.

HIRE PURCHASE TERMS & CONDITIONS

1 Hire purchase

We enter into this Hire Purchase Agreement with you for the hire to you of the Mobile Home, on the hire purchase terms set out in the preceding pages of this agreement and below.

2 Payment by you

- a) You must pay the Advance Payment, if any, shown in this agreement, on or before signing this agreement.
- b) You agree to pay us the Total Amount Payable (less any Advance Payment paid) by the instalments and at the times shown in this agreement.
- c) It is essential that you make all payments in full and on time (see clauses 10 and 11).
- d) We have charged an administration fee of £250.00 on this Agreement and have spread the payment of this over the term of the Agreement. This fee is included as part of the overall charge for credit.
- e) Payments due from you under this Agreement are to be made by Direct Debit, unless we agree otherwise with you in writing.

3 Calculation of Interest and APR

This Agreement is an interest free agreement.

4. Delivery of the Mobile Home

You must examine the Mobile Home carefully and not take delivery of it until you are entirely satisfied with it. If there are any faults or issues which you have noticed after a reasonable inspection, you should contact us as soon as possible.

5 Safekeeping of the Mobile Home

- a) You must keep the Mobile Home safely at the address where the Mobile Home has been delivered to.
- b) You may not sell or part with possession of the Mobile Home or transfer your rights under this agreement.
- c) You may not use the Mobile Home as security for your outstanding debts or liabilities.
- d) You may not use the Mobile Home for hire or reward without our consent.

6 Caring for the Mobile Home

- a) You must keep the Mobile Home in good condition at your expense. You are responsible for all loss of, or damage to, the Mobile Home even if caused by events beyond your control, except for loss or damage due to fair wear and tear.
- b) You must not let a repairer, or any other person to whom you owe money, take ownership of the Mobile Home as a result of your not paying the money you owe.
- c) You must make sure that any tests or inspections required by law or by the insurer are carried out.
- d) Unless we have consented in writing, you may not make any alterations or additions to the Mobile Home. Any alterations or additions made without our consent will become our property.
- e) You must allow our representative to inspect the Mobile Home at all reasonable times.

7 Change of address or name

You must let us know, in writing, within seven days of any change of your address or name.

8 Insuring the Mobile Home

- a) You must insure the Mobile Home and keep it insured at all times at your expense with a reputable insurer, to its full replacement value under a fully comprehensive policy against such risks as are ordinarily insured against. You must tell us and your insurer about any loss or damage to the Mobile Home within 48 hours of the loss or damage happening, and whether you or anybody else will be making a claim against the insurer.
- b) You agree to hold in trust for us any insurance moneys you may receive.
- c) You authorise us to negotiate and settle any claim with your insurer; and to receive any moneys from the insurer under the policy. You may not withdraw this authority and you agree to accept any settlement we may reach with the insurer. You will still need to pay us any outstanding balance under this agreement. Unless we end this agreement pursuant to clause 11, this agreement will continue even if the Mobile Home is damaged.
- d) If you enter into this agreement for your business purposes, you must also obtain adequate insurance cover for employer's liability, liability to third parties and liability for negligence and loss, damage or injury arising out of your use and possession of the Mobile Home.

9 Ownership of the Mobile Home

We remain the owner of the Mobile Home until you have paid to us all the instalments shown in the Agreement and all other amounts which maybe come payable by you to us under this agreement. Until then your rights are only those of a hirer of the Mobile Home. An option to purchase fee of £10.00 has been spread equally across the monthly repayments and this bears no interest.

10 Your right to end the Agreement

- a) You may end this agreement by taking the steps set out in the notice 'Termination: Your Rights' shown in the agreement. You must then (at your own expense) return the Mobile Home to us. You must also pay to us any further amount mentioned in the notice.
- b) You can settle the Agreement early at any time. When we receive your request, we will work out a settlement quotation in line with the Consumer Credit Act 1974 and send it to you.
- c) You can make an extra payment to settle part of the Agreement. When we receive the payment, we will take the payment and any rebate you may be entitled to, off the relevant account, work out the remaining term of the Agreement and send you a statement explaining the changes to the Agreement.

11 What you must pay if you end this Agreement

You must pay:

- a) If this Agreement ends before you have made all the payments, you must pay us any payments which are overdue on the day the Agreement ended.
- b) If you have not taken reasonable care of the Mobile Home, you must pay us enough to carry out any repairs or bring the Mobile Home back to its proper condition.
- c) You must pay us one half of the total amount due (less your deposit and any payments paid or due up to the day this Agreement ends)
- d) The total of the above is due on the day this Agreement ends.

12 Our right to end the Agreement

12.1 We can (after serving you with a notice under the Consumer Credit Act 1974) end this Agreement or take back the Mobile Home (or both) if:

- a) You default in making any payment due to us in full on its due date
- b) You break any terms of this Agreement
- c) The Mobile Home is seized by any third party or you cease to be in possession for any reason
- d) You provided false information when entering into the Agreement
- d) The Mobile Home is destroyed or treated as a total loss under any insurance claim
- e) If any steps are taken by you or anyone else to declare you bankrupt or make an application for a voluntary arrangement or debt management plan with your creditors
- f) A bailiff or other officer (including, in Scotland, a Sheriff Officer) controls or seizes the Mobile Home or any of your assets following a court order; or
- g) The landlord of the park where the Mobile Home is situated threatens, or takes steps, to seize or in any other way control the Mobile Home or any of your assets.

12.2 If we end this agreement, subject to your rights as set out in the notice, "Repossession: Your Rights," we may take back the Mobile Home from you and you must pay to us:

- a) all instalments and other sums which have become payable by you to us under this agreement, and
- b) the outstanding balance of the Total Amount Payable, less:
- c) any money we receive from selling the Mobile Home after we have deducted the costs of recovery, insurance and storage.

13 Exclusion

a) If you enter into this agreement as a consumer (see clause 12(a)), nothing in this agreement will restrict or exclude your rights under the Supply of Goods(Implied Terms) Act 1973 or the Consumer Rights Act 2015 as may not be restricted or excluded.

b) If you do not enter into this agreement as a consumer:

(i) you must inspect the Mobile Home and use your own skill and judgement to decide whether it conforms with its description, is of satisfactory

quality and fit for your intended purpose; and

(ii) we will not be responsible for the quality of the Mobile Home or whether it is fit for its intended purpose, or whether it matches any particular

description or specification. We will, however, procure for your benefit any manufacturer's guarantee relating to the Mobile Home.

c) In the event that you exercise any statutory right to reject the Mobile Home under section 20 of the Consumer Rights Act 2015, you shall vacate the Mobile Home at the mobile home park as soon as reasonably practicable and in any event within 7 days of communicating your rejection. The Mobile Home shall be in as good condition and running order (fair wear and tear commensurate with its age) as when it was delivered to you. You shall be responsible for the costs of such return.

Your obligations under this clause are without prejudice to our rights under the terms of this Agreement.

14 Default interest and charges

We have the right to make charges to cover our administration costs, if you fail to keep your side of the Agreement or need to make certain changes to the Agreement.

Description	Fee
Court costs and legal fees if we begin court proceedings against you	At cost to Mobile Homes Abroad Limited
Charge for collection or repossessing the Mobile Home	At cost to Mobile Homes Abroad Limited
Late Payment Charges (both before and after any judgment)	We may charge you default interest on the amount overdue from the due date of the payment until its receipt by us at the interest rate of 8.00% per annum

You agree to pay to us any costs and charges shown in this agreement, which may become payable by you, and our reasonable legal and other costs for enforcing this agreement, including any payable to third parties acting on our behalf.

15 General

a) In this agreement “Act” means the Consumer Credit Act 1974; “consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession; “terms” include, without limitation, the Terms and Conditions. “Mobile Home” means the Mobile Home described in this agreement and includes any replacements, renewals and additions, to which we or any insurer may agree. Words and expressions to which meanings have been given on page 1 shall have those meanings in these terms. Headings to clauses shall not affect the interpretation of any of the terms.

b) References to any act or regulation includes any amendments to that act or regulation.

c) If at any time we allow you to do something which is against any of the terms of this agreement, this will not prevent us from insisting that you strictly follow the terms at any later time.

d) If two or more of you have signed this agreement as the Customer, you are liable jointly and severally, that is together as well as separately under this agreement. This means that either of you can be held fully liable for the obligations of the Customer under this agreement.

e) If you discharge part of your indebtedness under this agreement early we may, by written notice to you, vary the amount of the remaining instalments or the remaining duration of this agreement.

f) You may at any time request us to communicate with you by email. You must then provide us with an email address and provided we are practicably able to do so, we will send you statements, documents, notices and letters (other than default notices) by email. It shall be deemed effective service if we write to you or email you at your address or email address last known to us.

g) We may transfer our rights and responsibilities under this agreement to another person. This will not take away any of your rights or responsibilities under this agreement. You may not transfer any of your rights or responsibilities under this agreement to another person.

h) Nothing in this agreement will give any person, other than you or us (or anyone who takes over from us or any person to whom we have transferred our rights under this agreement) any rights under this agreement.

i) English law will apply to this agreement unless your address is in Scotland, in which case Scottish law will apply or your address is in Northern

Ireland, in which case the laws of Northern Ireland will apply. The non-exclusive jurisdiction of the English or Scottish courts or the courts of Northern Ireland will apply (as appropriate). If you entered into this agreement in Scotland, words that are not in current use in Scotland will have their nearest equivalent meanings.

16 When this agreement comes into force

This agreement will only come into force if and when you and we, or our authorised representative, have signed it.

This is a Hire Purchase Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms. The Mobile Home will not become your property until you have made all the payments. You must not sell the Mobile Home before then.