



ABN 39 636 462 765

SHOWROOM 2/76 Lear Jet Drive Caboolture

Phone: 1300 367 181

SALESPERSON:

NAME:

PHONE:

ADDRESS:

EMAIL:

MAKE:

MODEL:

PRICE:

OPTIONAL EXTRAS:

REVERSE CAMERA

ANNEXE

OFFROAD SUSPENSION

EXTRA SPARE TYRE

TOOLBOX WITH SLIDE

DO-35 HITCH

EXTRA SOLAR

DIESEL/GAS HEATER

GREY WATER TANK

MAJESTIC 19" TV

MAJESTIC 22" TV

SIROCCO FAN

BM PRO HA

EXTEND DRAWBAR

SINGLE BEDS

DUAL WINDOWS

OVEN

EXTERNAL KITCHEN

FRONT WINDOW

ACCESSORY PRICE

COMMENT

EFTPOS

DIRECT DEPOSIT

SUBJECT TO FINANCE

TOTAL PRICE:

REGISTRATION:

TOW AWAY:

DEPOSIT:

BALANCE:

SIGNATURE:

DATE:

ORDER FORM

DATE:

EST. DELIVERY DATE:

CUSTOMER NO:

POSTCODE:

LICENCE NO:

Terms and Conditions of Sale

Bush to Beach Pty Ltd trading as Van Hub

1. DEFINITIONS

1. **“ACL”** Australian consumer Law schedule of the competition and consumer act 2010.
2. **“BUYER”** means the person, jointly and several if more than one, buying a product from Van Hub.
3. **“CARAVAN”** product on contract.
4. **“HYBRID”** product on contract.
5. **“CONSUMER”** defined in ACL.
6. **“CONTRACT”** means contract of sale.
7. **“VAN HUB”** means retailer of contract item/s.
8. **“TERMS”** means these terms and conditions of sale.

2. BASIS OF AGREEMENT AND ORDERS

2.1 the Terms apply exclusively to the Contract.

2.2 the Contract is accepted by Van Hub when it signs the contract. Van Hub in its discretion may refuse the offer.

2.3 Buyer must provide Van Hub with its specific requirements, if any, in relation to the caravan. The Buyer acknowledges that it has not relied on any service involving skill or judgement, or any advice, recommendations, information or assistance provided by Van Hub in relation to a caravan or camper and its use.

3. PRICING AND PAYMENT

3.1 Prices quoted include GST.

3.2 Where there is a change in costs incurred by Van Hub in relation to the caravan or hybrid/camper Van Hub may adjust or vary price by notifying Buyer.

3.3 Unless otherwise specified by Van Hub payment for caravan/hybrid/camper must be made as per Contract agreement.

3.4 Payment isn't received until clear funds are receipted.

3.5 Payment terms can be adjusted by giving Buyer written notice.

3.6 Payment times are of the essence.

4. PAYMENT DEFAULT

4.1 if the Buyer defaults in payment by the due date of any amounts owed to Van Hub, then all money which would become payable by the Buyer to Van Hub at a later date on any account, becomes immediately due and payable, and Van Hub without prejudice to any of its other accrued or contingent rights;

- a) charge the Buyer interest on any sum due at the prevailing rate of Interest Rate Act plus 4% for the period from the due date until the date of payment in full.
- b) charge the Buyer for, and the Buyer must indemnify Van Hub from, all costs and expenses (plus legal costs) incurred by Van Hub resulting from default.
- c) cease or suspend supply of the caravan/hybrid or camper; or
- d) by written notice to the Buyer, terminate Contract.

5. CHANGES TO ORDERS AND SPECIFICATIONS

5.1 if the buyer requests changes or variations to the Contract (i.e customisation or specification of the product under Contract) Van Hub may in its discretion;

- a) reject the request.
- b) increase price accordingly.
- c) after plan alterations charge \$250 for new plans.

5.2 Van Hub may change items used or supply at any time required and without liability, provided that;

- a) specifications are equivalent to original items in both cost and performance, composition and quality.

5.3 the buyer acknowledges that customisation can adjust weights and performance of the caravan/hybrid or camper. Any weights given are approximate only. Van Hub are not held liable for variations of approximate weight representation.

6. DELIVERY

6.1 any specified date by Van Hub is an estimate only. Van Hub are not responsible for arrangements made by the Buyer nor liable if manufacture is delayed.

6.2 unless otherwise agreed in writing;

- a) the Buyer is to arrange collection from Van Hub.
- b) delivery of the caravan/camper or hybrid begins at commencement of handover.
- c) the Buyer is responsible for all costs associated not limited to freight, insurance or other charges upon handover.
- d) on and from point of delivery and collection of the Contract item, the Buyer assumes all risk and liability for loss, damage or injury to persons or to property of the Buyer, or third parties, arising out of the use or possession of the caravan/hybrid or camper, unless recoverable from Van Hub on a failure of a statutory guarantee under the ACL.

6.3 the Buyer must arrange payment prior to collection via transfer and collection of caravan/hybrid or camper within 5 days or arrival (space pending), if the Buyer does not collect as outlined, the Buyer;

- a) is deemed to have taken delivery.

7. LIABILITY

7.1 except as this Contract specifically states, or as contained in any express warranty provided in relation to the caravan/hybrid or camper, this Contract does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the caravan/hybrid or camper, or any contractual remedy for their failure.

7.2 Van Hub is not liable for any indirect or consequential losses or expenses suffered by the Buyer or any third party, except to the extent of the liability imposed under the ACL.

7.3 nothing in this Contract excludes or displaces any applicable State or Federal legislation.

8. CANCELLATION

8.1 if Van Hub is unable to deliver, Van Hub may cancel the Buyers order by written notice.

8.2 no purported cancellation or suspension or an order or any part of it by the Buyer is binding on Van Hub once the order has been accepted. If in the even Van Hub accepts the cancellation all deposits are forfeited by the Buyer and may be used at a later date.

9. MISCELLANEOUS

9.1 the law of Queensland from time to time governs this Contract.

9.2 any special conditions specified on the Contract form part there of and prevail to the extent or any inconsistency.

9.3 all brands under Van Hub's banner are only to be used productively and reasonably on advertising mediums and social media not limited to Facebook.