

**SKAMPER KAMPERS**  
**TERMS AND CONDITIONS OF SALE**

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**1. Definitions**

In these terms and conditions of sale the following terms have the meaning indicated:

- (a) “**business day**” means Monday to Friday, excluding public holidays;
- (b) “**EFT**” means an electronic funds transfer;
- (c) “**sale price**” means the price that we quote for the sale of the trailer to you and that you accept;
- (d) “**trailer**” means the Skamper Kamper trailer, tent and all components that you purchase from us;
- (e) “**We**”, “**Us**” or “**Our**” means Aquabay Marine Pty Limited t/as Skamper Kampers;
- (f) “**You**” or “**Your**” means the person who purchases a trailer from us (and if more than one, all persons).

**2. Terms and Conditions**

Your purchase of a trailer is made subject to these terms and conditions.

**3. Deposit**

You must pay a deposit of 10% of the sale price, inclusive of GST, when you agree to purchase a trailer from us.

Cancellations after 7 days or 14 days subject to finance, will result in the deposit being forfeited.

**4. Time to Fulfill Order**

You acknowledge that the trailer may be supplied from the stock held by us or may be manufactured after your agree to purchase the trailer. We will inform you of the estimated delivery date. In some cases (due to circumstances beyond our control) we will not be able to deliver the trailer by the estimated date but we will ensure that the trailer is delivered to you as soon as possible after that date.

**5. No Liability for Delay**

If the trailer is not available by the estimated delivery date, notified to you in accordance with Clause 4, we are not liable to compensate you for any costs or damages claimed by you as a consequence of the delay in the delivery of the trailer.

## **6. Notification that Trailer is ready for Collection**

We will notify you when the trailer is ready to be collected by you. We will also remind you of the amount that you must pay before you collect the trailer from us.

## **7. Collection of Trailer**

You must pay the balance of the purchase price for the trailer (after deduction of the deposit) on or before collecting the trailer. The timing of your payment will be determined by condition 8.

## **8. Payment**

You must pay the balance of the purchase price for the trailer by one of the following methods:

- (a) a cash payment;
- (b) a bank cheque, drawn in favour of Aquabay Marine Pty Limited; or
- (c) an EFT from your bank account to our bank account.

## **9. Payment by EFT**

If you pay by EFT, then the funds transferred into our account must be confirmed (by our bank) to be cleared funds before you collect the trailer from us.

## **10. Credit Card Payments**

If you use your credit card to pay us the balance of the sale price for the trailer then you must also pay to us an additional amount, equal to 1% of your payment, to cover the charges made by our bank for processing your credit card payment.

## **11. Failure to Collect the Trailer**

If you do not attend at our premises to collect the trailer within ten (10) business days of our notification to you that the trailer is available for collection then we may charge you:

- (a) a reasonable storage charge, which must be paid up to and including the date on which you finally collect the trailer;
- (b) interest on the unpaid purchase price at the rate that is 2% above the standard Westpac overdraft rate.

## **12. Return Policy**

If you request us to accept the return of the trailer that you have purchased, and if we accept that return, then you must pay us a re-stocking fee equivalent to 25% of

the sale price, and you must also reimburse us for any associated costs that we incur.

### **13. Warranty**

The trailer is sold subject to the *Skamper Kamper Product Warranty*.