

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



## TLL Rent

**Head Office:** 21a Rowantree Road  
Dromore, BT25 1NN, Co. Down  
**Rental Depot:** 62c Drumnabreeze Road  
Magheralin, BT67 ORH, Co. Armagh

**Telephone:** +44 (0) 2892 693999 (Option 2)  
**Email:** [rent@thompsonleisure.com](mailto:rent@thompsonleisure.com)  
[www.thompsonleisure.com](http://www.thompsonleisure.com)

## INTRODUCTION

Thank you for choosing to book your trip with **TLL Rent** by **Thompson Leisure Ltd.** We hope you have a fantastic trip!

Your safety is our priority, so to ensure that you have the best holiday, please carefully read **TLL Rent's** Terms and Conditions (**T&Cs**) to ensure you are fully informed of our rental services and extras. Enjoy your holiday where *you choose the view!*

## DEFINITION OF TERMS AND CONDITIONS

**'THOMPSON LEISURE LTD.'** or **'THE COMPANY'** means TLL Rent by Thompson Leisure Ltd.; 21a Rowantree Road, Dromore, Co. Down, N. Ireland, BT25 1NN (NI609785).

**'RENTAL AGREEMENT'** means the document read and signed by the hirer prior to collection and on return of the vehicle. It includes Rental Agreement Part A and Rental Agreement Part B.

**'YOU / YOUR / YOURSELF / HIRER / DRIVER'** includes all authorised drivers based on the hire or a person, firm, company renting the vehicle and includes any and all Joint Renters identified on the Rental Agreement Part A.

**'LOSS' or 'DAMAGE'** means any loss or damage to the Vehicle, including damage that is caused by theft of the Vehicle or any adverse weather events that requires repair or replacement including assessment fees, towing, recovery and reasonable storage fees.

**'VEHICLE'** is the vehicle hired as detailed under the heading 'Vehicle' under the 'Rental Agreement Part A' and includes tyres, tools, accessories, living equipment and any other special equipment, documents relating to the vehicle and any replacement or substitute vehicle provided by Thompson Leisure.

**'SECURITY DEPOSIT/LIABILITY'** is the amount You are liable for if there are any loss or damages.

**'THIRD-PARTY'** refers to another party that was directly involved in the event that resulted in loss or damage. The client is required to provide the name, licence, registration, address, telephone number and name of insurer along with other reasonable requests to assist in any recovery or settlement attempt. Third party can also refer to a Third-Party Insurer, Broker or other Representative.

**'TRAVEL RESTRICTIONS'** refers to areas where the vehicle is not allowed to travel or mode in which they cannot be driver.

## 1 CONTRACTUAL RENT AGREEMENT

- 1.1 To understand the T&Cs of this Agreement including all financial obligations, cover, features and services, please carefully read the entire Agreement. This is a contract between You and Thompson Leisure Ltd. If you have any questions or queries regarding the content, please let us know before accepting the Agreement.
- 1.2 Rental Agreement Part A and Part B forms your Hire Contract Agreement please read through both documents as these documents form the agreement between You and Thompson Leisure Ltd.
- 1.3 Thompson Leisure Ltd. reserves its right to refuse any rental based on reasonable grounds and may refuse any rental at its discretion.

## 2 RESERVATIONS

- 2.1 Reservations are only binding after Thompson Leisure Ltd has confirmed the reservation. Thereafter, our Terms and Conditions, including cancellation policy will apply.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



- 2.2 Full payment is required 30+ days before vehicles are released for rent.
- 2.3 All prices quoted and charged in the local currency of the depot.
- 2.4 Payment is only accepted by credit card (Visa or MasterCard), debit card (Visa Debit or UK Maestro) or Bank Transfer (BACS).

## 3 HIRE PERIOD

- 3.1 'Hire Period' refers to the selected dates selected by the hirer and confirmed by Thompson Leisure Ltd.
- 3.2 Rental is charged per night. Minimum hire period is 3 nights, during low and mid-season. Minimum hire period is 7 nights during peak season.
- 3.3 Thompson Leisure Ltd. reserves the right to increase the minimum rental period.
- 3.4 Should the customer request to extend the rental period, this request must first be authorisation by Thompson Leisure Ltd. Any extensions are dependent on Vehicle availability. The extra cost of an extended rental must be paid by credit card via phone call or alternatively at a Thompson Leisure branch as soon as a rental extension has been confirmed. Additional days will be charged dependent on the standard daily rental cost related to the Vehicle at the time of extension.

## 4 HIRE RATES INCLUDE

- Local Sales Tax (e.g. VAT)
- Fully Comprehensive Insurance for one named\_driver aged 23 – 75 and holding a full valid driving licence for more than 2 years\*
- Full Breakdown & Roadside Assistance\*\*
- Full inclusive pack: kitchen kit, bike rack, TV / DVD, car parking, X2 gas bottles, toilet chemical

*\* excluding any insurance loading. If the insured driver has any prior driving convictions or is in an occupation that is deemed high risk extra charges may apply. In this instance, these charges will be passed onto the customer. See Section 6 for full details.*

*\*\* Thompson Leisure Ltd. will supply full breakdown cover in the event of any mechanical faults to the base chassis of the vehicle. However, any other call out charges imposed by the customer through operator fault, e.g. a flat vehicle battery etc. will be the customers financial responsibility.*

## 5 HIRER/DRIVERS & PASSANGERS

- 5.1 We cannot provide driver insurance if any of the below circumstances apply:
  - (a) Should any driver be unable to present the required documentation and identification upon pick-up the vehicle. The documentation must meet the driver requirements set out in the terms and conditions. If this is not the case, then Thompson Leisure Ltd. will not let the vehicle out for rental. The customer will be liable for any cancellation fees.
  - (b) Drivers under 23 and over 75 years of age
  - (c) Drivers who have not held a full valid driving licence as outlined below for at least 24 months.
  - (d) Drivers holding only an automatic driving licence.
  - (e) Those that obtain driving faults within the past 3 years.
  - (f) Persons who have been disqualified from driving for a period exceeding six months in the last three years or drivers who have been disqualified for a period exceeding three months in the past year.
  - (g) Drivers that have had their insurance declined due to the following; renewal refused and/or special terms imposed and/or have had their insurance cover led or avoided by an insurer.
  - (h) UK drivers who do not provide both parts of their licence.
  - (i) Drivers that have been involved in any of the following acts, occupations or professions
    - i. Professional entertainment or theatrics.
    - ii. Professional sport.
    - iii. Jockeys or if you are in connection with racing of any sort
    - iv. Service personnel born outside of the United Kingdom if they have held their full driving licence for less than twenty-four months.
    - v. Courier services if the vehicle is to be used for business purposes
    - vi. Fast food establishments (including food delivery) if the vehicle is to be used for business purposes.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



- vii. Motor factors if the vehicle is to be used for business purposes.
  - viii. Wholesale deliveries if the vehicle is to be used for business purposes
  - ix. General dealers or street and/or market traders if the vehicle is to be used for business purposes.
- \*In all circumstances, our insurer has the final say.

- 5.2 Any given driver(s) is obligation to obtain a full valid manual driving licence for at least 24 months prior to rental that allows them to drive a European category B vehicle or comparable Vehicle up to 3500kg GMW.
- 5.3 Any driver (s) holding only an automatic transmission licence are not eligible drive any of our vehicles.
- 5.4 Valid driving licences for insurance purposes are outlined below:
  - (a) UK, EU, Canada, Australia, New Zealand.
  - (b) If the driving licence is not in the language of the country of rental or issued in the EU (including Switzerland), then an international driving licence is required. A certified translation may be accepted depending on the country where the original licence was issued.
- 5.5 If the customer does not show an appropriate driving license based on the above, the customer can withdraw from the Rental Agreement, but will be liable for the cancellation cost.
- 5.6 Age limits:
  - (a) Standard driver insurance is obtainable on all vehicles for drivers aged 24-75
  - (b) A young driver aged 23-24 can be added at an additional cost. Any driver (s) must show proof of age at the time of booking and a young driver charge will be applied then if applicable. Young driver cost can vary depending on insurer requirements and will be stated upon review.
- 5.7 All drivers need to be physically present for collection of the Vehicle.
- 5.8 All drivers must provide at least 2 different forms of photographic identification upon collection of the vehicle. If drivers fail to do so the hire will be annulled, and cancellation costs will apply. Accepted forms of identification include a valid passport and driving license.
- 5.9 Your driving licence must detail your current residence. If this is not possible, then we require 2 additional separate proofs of identification. In this instance, a utility bill and bank statement dated no more than 60 days old, which has your name and current address listed, will be appropriate.
- 5.10 Those holding a GB driving licence, we require a DVLA check. Your rental will be cancelled without refund if we are unable to DVLA check your driving licence details.
- 5.11 Those holding a Northern Ireland driving licence, we need the photo card and the paper counterpart.
- 5.12 If you hold any endorsements on your driving license this needs to be stated at the time of booking. In this instance, Thompson Leisure Ltd. may not be able to provide cover for you to drive the vehicle if you have endorsements imposed on your driving licence. Charges apply for penalty points. Failure to declare any accidents or driving convictions invalidates insurance.
- 5.13 Drivers are accountable for any legal penalties (parking fines, speeding tickets etc) suffered during the rental period. In this instance.

## 6 VEHICLE COLLECTION AND RETURN

- 6.1 Collection and return of the Vehicle is to the agreed location:  
Thompson Leisure Ltd.  
62C Drumnabreeze Road  
Magheralin  
Co. Armagh  
BT67 0RH

### Collection

- 6.2 You will be elected a collection time as agreed with Thompson Leisure Ltd. The customer should allow 30mins to complete paperwork.
- 6.3 One security deposit payment is payable by credit or debit card only at least 10 days prior to collection. See section 8.
- 6.4 All drivers must be present on collection of the motorhome and must present their full valid driving licence and counterpart (as outlined in section 5 of these terms and conditions).
- 6.5 Thompson Leisure Ltd. will supply the Vehicle in a clean, safe and road worthy condition which meets the company's quality assurance program along with all regulatory and registration requirements and You acknowledge that:

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



- (a) The Vehicle will be given to You in a proper operating condition and the customer must agree to return the Vehicle in the same condition, excluding any ordinary wear and tear (having regard to the period of hire excluding windscreen or tyre damage) together with all tools, accessories, tyres, and equipment to the Return Location on the Return Date as specified in Rental Agreement Part A.
- (b) The Vehicle always remains the sole property of Thompson Leisure Ltd.
- (c) You inspected the Vehicle at the beginning of the rental period and are satisfied with the condition of the Vehicle.

6.6 Thompson Leisure Ltd. will aim to ensure your vehicle is ready for pick-up at the agreed time, provided delays do not occur that or out of our control or we are exceptionally busy. Should either of these circumstances occur, we cannot give any refund or extend the hire period, as we will need to meet the agreed return time.

## Return

- 6.7 You will be elected a return time as agreed with Thompson Leisure Ltd. Customers should allow approximately 1 hour following the return.
- 6.8 The Vehicle must return; undamaged, with a full tank of fuel, with an empty and clean toilet cassette, empty wastewater tanks (if applicable), a clean interior that is completely free of mud and rubbish and in the same condition as it left the depot. If this is not the case, the customer will be liable for additional costs as stated in section 9.
- 6.9 Thompson Leisure Ltd. will charge a cleaning fee of up to £200 if the vehicle is returned unclean. For further possible penalties and additional charges please refer to section 9.
- 6.10 The exterior of the vehicle will not require cleaning unless it is covered with excess mud or dirt making it challenging for Thompson Leisure Ltd to assess the condition of the vehicle.
- 6.11 There are no refunds for early returns. A charge of £100 per hour will apply for late returns.
- 6.12 You do not return the vehicle to the agreed company depot; you acknowledge that you are responsible for any recovery costs back to the Thompson Leisure Ltd. depot and for any daily rental fees for the vehicle for the period which it is off the road as the result of not returning the vehicle to the depot by the agreed return time.

## Late Returns

6.13 Thompson Leisure Ltd. must be notified immediately to prevent any prosecution for driver(s) driving whilst uninsured. Late returns will be charged at £100 per hour regardless of circumstances.

## 7 INSURANCE

- 7.1 Thompson Leisure Ltd. provides fully comprehensive insurance through our insurers for the driver(s) specified on the rental agreement. This is true subject to driver (s) meeting the requirements outlined in section 5. No other hire insurance is acceptable.
- 7.2 The vehicle insurance does not cover personal insurance for the customer including personal possessions or in the event injury or death.
- 7.3 It is advised that the customer take out personal travel insurance.
- 7.4 Public Liability Insurance is included in the nightly rental rate. The public liability insurance that covers the registered drivers is £2 million.
- 7.5 The below instances may require additional charges:
  - (a) Additional driver(s).
  - (b) Young driver(s) aged over 23 to 24 years.
  - (c) An additional premium of £5 per endorsement per day applies to any driver with penalty points/convictions on their driving licence dated within 5 years from the commencement of the hire.

## 8 DRIVING IN MAINLAND EUROPE

8.1 Vehicles hired from the UK or Ireland incur an additional charge of £200 per week to travel to the approved Mainland European covers listed below. European cover is mandatory for travel to Mainland Europe, and you will be in breach of these terms and conditions should you take a motorhome into Mainland Europe without purchasing the European cover. European cover must be booked at least 14 days in advance and cannot be added at check-in as an additional Vehicle on Hire certificate is required for travel.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



## 9 APPROVED COUNTRIES FOR EUROPEAN TRAVEL

9.1 Travel is permitted to the following European countries only:

- (a) Austria
- (b) Belgium
- (c) Denmark
- (d) Finland
- (e) France
- (f) Germany
- (g) Ireland
- (h) Italy
- (i) Luxembourg
- (j) Netherlands
- (k) Portugal (excluding Madeira or the Azores)
- (l) Spain (excluding Balearic & Canary Islands)
- (m) Sweden
- (n) United Kingdom

9.2 It is your responsibility to obtain any required driving permits before commencing your journey. Please refer to <https://www.gov.uk/driving-abroad/international-driving-permit> for further advice.

## 10 SECURITY DEPOSIT AND LIABILITY OF THE HIRER

10.1 A security deposit will be taken as a pre-authorisation on the hirer's credit or debit card at least 10 days prior to your rental collection date (Visa or MasterCard). The card used for the security deposit should be in the lead driver's name and the amount will be held on your card immediately.

10.2 The security deposit is given to cover both the liability of the hirer in the event of any first incident or reported incident and the proper return of the vehicle in the same condition as it was let out to the hirer. If an incident occurs a second security will be required to continue the rental.

10.3 In the event of any damage to the vehicle or third-party property, the hirer will be liable for the excess amount attributed to the hired vehicle:

- (a) £2000 for the entire fleet (for drivers aged 25-75)
- (b) Drivers outside of the above age bracket will require separate quotation for insurance.

10.4 Security deposits are authorised in the currency of the hire depot.

10.5 Thompson Leisure Ltd. reserves the right to increase the security deposit when required.

10.6 The security deposit will be fully refunded within 28 days of return of the vehicle. This is on the basis that no claims have been made.

## 11 PENALTIES AND INCURRED CHARGES

11.1 The hirer irrevocably authorises Thompson Leisure Ltd. to deduct from the security deposit any amounts due to Thompson Leisure Ltd. arising out of this agreement caused by the below cleaning fees:

- (a) A nominated valeting fee of up to £200 will be charged against the deposit if the vehicle is not returned with the interior in a clean condition.
- (b) £200 will be charged against the deposit if the toilet and waste tank are not emptied and cleaned prior to the return of the vehicle.
- (c) £500 will be charged if it is found that smoking has been permitted in the vehicle.
- (d) £200 will be charged if an unauthorised pet has been carried in the vehicle.

11.2 Unpaid Toll charges incurred will be deducted from the security deposit.

11.3 As agreed in the Rental Agreement Part B, a 1,000 mileage per week cap comes as standard, a charge of 45p per mile will be deducted from the security deposit.

11.4 The security deposit will be used to fund any refuelling costs arising from not returning the vehicle with a full tank of fuel.

11.5 A charge of £100 per hour will apply for late returns.

11.6 Loss or damage to equipment, fixtures, fittings, windows, cleaning fees, tyres, or negligent damage to the vehicle. Please note, these additional damages will not be discussed at the time of return of the vehicle. The cost will be calculated and discussed with the driver on the Monday following the return.

11.7 The hirer agrees to pay Thompson Leisure Ltd. any additional costs over and above the security deposit value should damages exceed the security deposit value within 28 days of your hire.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



## 12 EXTRAS

12.1 Other chargeable extras include:

- (a) Additional Toilet Chemical
- (b) Additional Driver(s)
- (c) Pet Fee
- (d) Mainland Europe Insurance Cover
- (e) Points/endorsements on driving licence

## 13 EXCLUSIONS

13.1 The hirer accepts that the limitation of liability to the contractually agreed security deposit does not apply to:

- (a) Damage or loss caused by a negligent act/For damage or loss intentionally caused by You.
- (b) Replacement or repair of aerials, glass, wheels or incorrect fuelling.
- (c) Mechanical problems E.g., clutch/gearbox due to driver negligence.
- (d) Replacement or repair of aerials, glass, wheels or incorrect fuelling.
- (e) In case You deliberately infringe the contractual obligations stipulated under "Conduct in the event of accident or damage".
- (f) Missing wheel trims, tools or spares.
- (g) Damage to the underside of the vehicle or the roof, which includes the overhead "Luton" area is deemed as gross negligence. Any such damage will be charged at a fixed cost of £2500 plus the full security deposit on the vehicle.
- (h) For damages caused by neglecting proper operating procedures, e.g., incorrect fuel type and quality, ignoring oil or coolant levels, air pressure, etc.
- (i) The theft of the vehicle if the keys are left in the ignition or in or on the vehicle whilst unoccupied and the hirer shall be held fully responsible for a replacement vehicle.
- (j) For damage caused by the incorrect use of snow chains.
- (k) Damage caused to windscreen, mirrors and/or tyre damage unless Special Cover has been purchased.
- (l) For damages caused by neglecting proper operating procedures, e.g., incorrect fuel type and quality, ignoring oil or coolant levels, air pressure, etc.

13.2 If any of the above circumstances apply to a rental, the customer will be liable for the full amount of damages. If gross negligence occurs the customer will be liable to Thompson Leisure Ltd for a specified amount equal to the gravity of the negligence, up to and including the full amount of the loss. The customer is responsible for providing any proof that negligence has not occurred.

13.3 Thompson Leisure Ltd. is permitted to reserve the security deposit, until your liability and the amount of damage or loss has been decided.

## 14 CANCELLATION BY THOMPSON LEISURE LTD.

14.1 Thompson Leisure Ltd. may cancel a rental before, on or after the commencement of hire according to the following circumstances:

- (a) The hirer is in breach of any term in this given agreement.
- (b) If a UK driver fails to give access to information on the counterpart driving licence (if applicable).
- (c) The hirer does not provide a valid passport/identity card and driving licence as proof of ID.
- (d) If the named driving licence is not given or valid in accordance with stated conditions.
- (e) The address on driving licence does not match billing address where additional proof of ID is not supplied.
- (f) If any statement made or documentation given by the hirer regarding themselves, or additional drivers is incorrect or unsatisfactory.
- (g) The hirers were fraudulent or misrepresented themselves when providing details to obtain the vehicle.
- (h) The hirer does not agree to pay agreed pricing rate.
- (i) Over occupancy of vehicle with the provision of seatbelts.
- (j) If technical issues have been experienced.
- (k) The hirer fails to provide the security deposit payment by credit card or debit card.
- (l) Due to operational concerns affecting rental fleet.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



- (m) The vehicle appears to be abandoned.
- (n) In the event of any damage to the vehicle regardless of fault.
- (o) The vehicle is not returned at the agreed date and time, or Thompson Leisure Ltd. reasonably thinks the vehicle will not be returned on the agreed return date or time.
- (p) Thompson Leisure Ltd. considers on reasonable grounds that the safety of passengers or the vehicle is in danger. The hirer appreciates that in the event of such a situation arising that the hirer has no right to a refund or any part of the rental charges or the security deposit.

14.2 In the event of cancellation, the company's liability is limited only to the refund of money paid by the hirer. No compensation is available for additional arrangements booked by hirer, including, tickets, other travel, flights etc.

14.3 Thompson Leisure Ltd. reserves the right to amend our cancellation policy for certain events.

## 15 CANCELLATION OR CHANGE BY THE HIRER

15.1 In the event of a cancellation by the hirer then following charges shall be incurred:

- a) Cancellation 30+ days prior to pick-up you will be reimbursed 100% of the total amount paid until that date.
- b) Cancellation between 30 – 14 days prior to pick-up you will be refunded 25% of the total amount paid until that date.
- c) Cancellation 14 days or less prior to pick-up you will not be entitled to receive any refund.
- d) Cancellation on day of pick-up or no-show you will not be entitled to receive any refund and will incur a charge of £100 taken from your security deposit.
- e) Alternative payment can be refunded in the form of a voucher from Thompson Leisure Ltd.

15.2 Credit card and debit card charges are non-refundable.

15.3 Thompson Leisure Ltd. reserve the right to impose standard cancellation procedure in regard to COVID-19. Unless otherwise stated by the Northern Ireland Government COVID-19 Restrictions.

15.4 In the event the hirer wishes to make changes to this contract with regards to change their vehicle type or dates of hire requests should be made in writing and agreed by Thompson Leisure Ltd. and the hirer. The following charges shall be incurred:

- a) Amendments to reservation dates or vehicle type will be adjusted where possible and are subject to availability and any increase in price.
- b) No refund will be given on changes within 14 days of pick-up if the value of the hire for the new dates or vehicle type is of lesser value than the original booking.

15.5 To secure a booking with 50% down payment, the booking must be placed 90+ days prior to collection date. Failure to settle balance no later than 30 days prior to collection, you may result in non-refundable cancellation of your booking by Thompson Leisure Ltd.

## 16 RIGHT TO CHANGE OF VEHICLE

16.1 Acting reasonably, Thompson Leisure Ltd. Can change the vehicle to a similar specification vehicle in the event of an unforeseen situation such as accidents, operational issues or other losses. In the event of a downgraded vehicle type, the hirer may be entitled to a partial refund.

16.2 If there is no appropriate alternative, Thompson Leisure Ltd. liability is limited to a refund of the hire charge. No compensation is available for additional arrangements booked by hirer, including, tickets, other travel, flights etc.

16.3 Vehicles are booked by vehicle category and not by make or model.

16.4 If the hirer decides to rent a Vehicle of a lesser class than the pre-booked vehicle, the hirer is not entitled to a refund (in part or in full)

16.5 The hirer is not accountable for any increased rental charges from the alternate vehicle. However, the hirer is liable for any increased operational costs relating to the alternate vehicle.

16.6 The offer of an alternate vehicle due to unforeseen circumstances is not a breach of contract and does not necessarily result in a refund. However, Thompson Leisure Ltd. will provide a refund entitlement where there has been a breach of the contract-giving rise to the right for a refund.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



## 17 HOLIDAY DISRUPTION COVERAGE

- 17.1 If the rental is interrupted due to a mechanical breakdown or system malfunction (which does not extend to accident or damaged caused by the hirer), for more than 48 hours after reporting to Thompson Leisure Ltd., the hirer will be reimbursed up to a maximum of the gross nightly rental rate for each night affected until the problem is rectified.
- 17.2 In the event of a breakdown, please refer to the vehicle instruction manual and contact the relevant manufacturer breakdown recovery service.
- 17.3 Failure systems including cabin heating/hot water, water pump, shower, toilet, refrigerator, gas hob/oven must be assessed by the depot or authorised repairer.
- 17.4 Compensation is only feasible when Thompson Leisure Ltd. has been contacted to fix the problem and the hirer assists in achieving the repair.
- 17.5 If the hirer fails to report any issue, it is assumed these are of a minor nature and as such the hirer cannot claim for loss of time in respect to the rental. Small defects and repairs of radio/CD player, reversing camera, cruise control etc are thought to be minor issues and are not included in Holiday Disruption Coverage.
- 17.6 Minor habitational issues can be reviewed by Thompson Leisure Ltd. over the phone Mon-Fri 9.00am-5.30pm, Sat 9.00am-3.00pm.

## 18 MOTORHOME SYSTEMS

- 18.1 Thompson Leisure Ltd. will fully inspect all onboard components of the vehicle to ensure they function correctly prior to collection. You will receive a handover video demonstration before collection to observe how each component functions and to understand the process if a system fails during hire. Thompson Leisure Ltd. will hope to resolve any issues without having to return to the depot. However, if the situation arises where this is not possible Thompson Leisure Ltd. will not be responsible should any loss of function occur and are not liable to any refunds or provide a substitute vehicle. Regarding winter hire, Thompson Leisure Ltd is not responsible for any damage or disruptions due to freezing conditions.

## 19 USE OF VEHICLE

### 19.1 Prohibited use of the vehicle – Travellers

Only Persons identified in Rental Agreement Part A as either the renter or authorised driver may drive the Vehicle. Even when identified in the Rental Agreement Part A, the following persons are not permitted to drive the vehicle:

- (a) Anyone who provides a false, fake or counterfeit licence.
- (b) Anyone whose driver licence is expired, cancelled or suspended within the last two years.
- (c) Anyone who has given, or for whom You have given, a false name, age, address or any driver licence detail.
- (d) Anyone who is a learner, provisional or probationary licence holder or has not held a full driver's licence for any class of Vehicle for at least two years.
- (e) Anyone who uses or aims to use the Vehicle for illegal purposes.
- (f) Anyone whose blood alcohol concentration or level of drugs surpasses the lawful percentage, including anyone under the influence of or impaired by a drug, intoxicating liquor or any other substance.

### 19.2 Prohibited use of the vehicle – Travel

Prohibited use of the Vehicle is based on both the safety of You and the preservation of our vehicles.

Prohibited use include, but may not be limited to:

- (a) For carrying persons for hire, gain or reward, or to carry any inflammable, explosive or corrosive materials.
- (b) For towing any vehicle, trailer, boat or other object unless previously approved by Thompson Leisure Ltd.
- (c) Natural disasters, weather-based events or other major circumstances.
- (d) Carrying a greater load and/or more persons for which the Vehicle is not intended or agreed upon.
- (e) Racing, pace-making, speed trials, driving in a dangerous, wilful or reckless manner.
- (f) Carrying illegal substances or product either for commercial purposes, financial gain or delivery of such goods; and



# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



- (g) Leaving the vehicle with the ignition key in or unlocked while it is unoccupied (this invalidates insurance).
- (h) Driving the Vehicle on unsealed and non-public 18 roads.
- (i) Driving the Vehicle on any and all unnumbered roads and highways.
- (j) Driving the Vehicle in an unsafe or unroadworthy condition.
- (k) Driving the vehicle recklessly which could cause damage.
- (l) Submerging the vehicle in water or in contact with salt water.
- (m) Journeys into areas at war.

19.3 I understand that Thompson Leisure Ltd. can limit vehicle movements in particular areas at their discretion due to adverse road or weather conditions or any other reasonable cause.

19.4 The hirer will ensure they maintain the vehicle whilst on renting, including checking oil and coolant levels, tyre pressures and batteries every 500 miles/kilometres.

19.5 The hirer must contact Thompson Leisure Ltd. if the oil is above or below the recommended level or the warning indication light is illuminated. The hirer will need to add water/coolant to the cooling system and employ a licenced mechanic to complete any tasks needed subject to the manufacturer's specifications.

19.6 We provide 24-hour Roadside Assistance under the hire contract. Any faults or damage must be reported immediately to Thompson Leisure Ltd. Support or if for any reason this is not achievable, report the issue on return of the vehicle at the latest.

19.7 The hirer needs to maintain the Vehicle to these conditions and if the damage is the fault of the hirer, the hirer will be liable for the cost incurred.

19.8 If you encounter any minor repairs or more serious issues, you must call TLL Rent and speak with our team and we will attempt to fix the situation, including contacting nearby repairers, mechanics and other necessary suppliers to repair the problem and direct the hirer to the nearest supplier or Branch when required.

19.9 The hirer will be liable for any costs associated with the incorrect use of fuel. All Thompson Leisure Ltd. vehicles run on diesel.

## 20 RERSPONSIBILITY WHEN AN INCIDENT OCCURS

20.1 In the event of any accident, loss or damage arising out of the use of vehicle including damage to a third-party vehicle, the hirer will:

- (a) Notify Thompson Leisure Ltd within 24 hours of the event
- (b) Obtain the names and address of third parties and any witnesses and report the event to the nearest police station
- (c) Complete the incident reporting form supplied in the vehicle
- (d) Not make any admittance of liability or make a settlement offer to other parties
- (e) Assist Thompson Leisure Ltd. in handling any claim arising from the event
- (f) Will pay any costs relating to a change of vehicle as a result of an incident regardless of which party is at fault.
- (g) Accept that no security deposit/excess will be refunded until the claim is settled.
- (h) Recognise that the excess or other amount due in respect of any damage arising from an accident, loss or damage is payable at the time of reporting the event and not at the completion of the rental period, regardless of which party is at fault.

## 21 TIMEFRAME FOR SETTLEMENT OF CUSTOMER LIABILITY CLAIMS

21.1 Thompson Leisure Ltd. will reimburse any security deposit as soon as practicable after receiving the final resolution and payment involving third party claims. However, third-party claims can take months or even years to resolve. Thompson Leisure cannot force the destiny of these claims, and the Customer acknowledges that the handling of these claims is up to Thompson Leisure Ltd.'s insurers and the third party, whether they be insured or not.

21.2 The hirer must offer all reasonable support to Thompson Leisure Ltd. in managing claims, including information and attending court to give evidence if required.

21.3 For information regarding outstanding claims or security deposit refunds, the guest should contact [rent@thompsonleisure.com](mailto:rent@thompsonleisure.com)

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



## 22 VIOLATION OF TRAFFIC LAWS AND REGULATION

- 22.1 Driver(s) are personally liable for all legal penalties and fees relating to any traffic violations under the current Road Traffic Legislation pertinent in the country of travel.
- 22.2 If any traffic violation infringements are presented to Thompson Leisure Ltd. for your hire period, the hirer is liable for this.

## 23 CONDITION OF HIRE

- 23.1 The company takes no responsibility for any delay, loss, damage or injury that a hirer might experience no matter how it is caused or by whom.
- 23.2 The company's camper van rental agreement is the sole contract for hiring the vehicle between Thompson Leisure Ltd. and the hirer(s), driver(s) and/or passenger(s).
- 23.3 These conditions cannot be varied or altered or waived by any employee or representative of Thompson Leisure Ltd. or by anyone providing services or facilities.
- 23.4 No refunds are payable on accommodation or other arrangements by Thompson Leisure Ltd. where a hirer or passenger changes, cancels or seeks to vary this agreement.
- 23.5 Any representative or statement cannot bind the company unless it is confirmed in writing by Thompson Leisure Ltd.'s management.

## 24 SMOKING

- 24.1 Smoking is strictly prohibited in or within 5 metres of the Thompson Leisure Ltd. vehicles and a penalty fee of £500 will be enforced for smoking inside the vehicle to cover the costs of cleaning.

## 25 PETS

- 25.1 All Thompson Leisure Ltd.'s vehicle types are pet friendly, provided they are domestic pet dogs only. A maximum of 2 dogs and only following express consent of Thompson Leisure Ltd. and the additional cost paid.
- 25.2 The hirer is accountable for guaranteeing compliance with the corresponding animal protection, carriage, vaccination, and transit/ entry requirements. Additional cleaning costs may be incurred due to non-compliance or infringement of these regulations and the hirer shall accept any loss of profit consequently incurred by Thompson Leisure Ltd. due to the extended downtime required.

## 26 EXCHANGE RATE/CURRENCY FLUCTUATIONS/REFUNDS

- 26.1 Transactions under this Agreement are conducted in the currency of the hire location.
- 26.2 Due to exchange rate fluctuations, in some cases variance can occur between the amount initially debited against the hirers' credit card and the amount refunded. Any such variation does allow for a refund.
- 26.3 Refunds by credit card including security deposit refunds may take up to 28 days, unless there are unforeseen circumstances, in which case it could take longer.

## 27 VEHICLE ILLUSTRATION DISCLAIMER

- 27.1 Thompson Leisure Ltd.'s brochures, websites and advertising collateral show representations of our vehicles. Pictures, illustrations, descriptions and measurements of the vehicles are not exact. Vehicle's may vary slightly due to modifications and/or upgrades. Thompson Leisure Ltd. is not accountable for any such variance.

## 28 COMPLAINTS

- 28.1 Any faults or damage must be reported immediately to Thompson Leisure Ltd or if this is not possible, it should be communicated upon the return of the vehicle at the latest. If a complaint is not reasonably solved upon return, the hirer must update Thompson Leisure Ltd. by email to [rent@thompsonleisure.com](mailto:rent@thompsonleisure.com) within 14-days of returning the vehicle.

## 29 RENTAL COMPANY'S LIABILITY, EXPIRY BY LIMIATION

- 29.1 Thompson Leisure Ltd. bears unlimited liability for deliberate action and gross negligence. In the case of simple negligence Thompson Leisure Ltd. is only accountable for foreseeable loss/ damage typical of the type of contract concerned where there is a breach of an obligation the meeting of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). This standard of liability also applies in cases of obstacles to performance at the time of the conclusion of the contract.

# Rental Terms & Conditions

Valid for travel: From 1<sup>st</sup> March 2022 – 31st March 2023



29.2 Claims must be notified in writing to TLL within 12 months of the end of the hire, no claim made outside that period will be considered.

## **30 PRIVACY**

30.1 The hirer acknowledges and agrees to be bound by our privacy policy. See website for details.

## **31 FINAL CALUSE**

31.1 Any changes to the general rental conditions and agreements need to be detailed in writing by both parties to be validated. Third-party declarations will be eliminated and will have no binding effect on the rental agreement between Thompson Leisure Ltd. and the hirer.

31.2 Should terms of this Agreement lose their effectiveness due to later conditions or should an error arise in this Agreement, the legal effectiveness of the other provisions is not affected. The invalid contractual provision will be substituted, or the loophole filled by an appropriate provision which comes as close as possible to what the parties to the Agreement would have wanted, had they considered the point.