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Thompson Leisure Limited Terms & Conditions of Business

Nothing in these terms and conditions will affect or restrict the statutory rights of a Consumer.

1. Your Agreement with Us

1.1 Upon signing the Order Form with Thompson Leisure, you accept the terms and conditions set out in this Agreement. You should discuss with us any terms that you do not understand and check that all the information provided is accurate and correct. Any special arrangements that may have been agreed should be included and detailed on the Order Form, before signing this Agreement.

1.2 Definitions:

a) "The Dealer/We/Us" refers to Thompson Leisure Limited who are the vendor supplying goods and/or services to the customer.
b) "The Customer/You " refers to the person contracting for the supply of goods and/or services by Thompson Leisure Limited.
c) "Goods" refers to the goods being ordered and supplied by Thompson Leisure Limited.
d) “Agreement” refers to the contractual agreement including the terms and conditions contained within this document.

2. Pricing

2.1 Prices are quoted inclusive of value added tax, where applicable. This will be charged at the valid rate at the date of supply.

2.2 If the cost of the goods as set out on the Order Form increases between the date of the order and the estimated delivery date, we (Thompson Leisure Limited) will notify you (the Customer) of the increase, and, if you do not wish to accept this increase, we will cancel the order and return to you, any deposit paid in full.

3. Delivery

3.1 Where the agreement is for the purchase of goods to be ordered from any Manufacturer (e.g., built to order), an estimated delivery date will be agreed between Thompson Leisure and the Customer. Every effort will be made to deliver the Goods by this estimated delivery date, but we do not guarantee time of delivery. We will not be liable for any claim for compensation or loss that may result from delay due to reasons beyond our control.

3.2 Where a new vehicle is ordered from the Manufacturer, if they fail to deliver the vehicle within the estimated delivery date, you may give written notice to Thompson Leisure requesting the return of your deposit in full.

3.3 Once goods have been paid for in full, we will give you a reasonable length of time in which to take delivery. If you fail to do so, we will dispose of the goods and recover our losses before issuing the proceeds of the sale to you.

3.4 Delivery will not take place before the date indicated on the Order Form unless an earlier delivery date is agreed.

4. Cancellation

4.1 In the event of the Manufacturer ceasing to make a vehicle of the type ordered by you, we shall return your deposit in full and cancel this agreement. We will have no further liability for any losses that were not foreseeable by both parties at the time the agreement was signed.

4.2 If you fail reasonably to pay the balance of the purchase price of the goods, we may cancel the agreement and be entitled:

a) To recover our reasonable losses (e.g., as a deduction from any deposit) because of the breach, and
b) To dispose of the goods as we may think fit without any liability to you.

5. Payment

5.1 If you purchase a vehicle from stock, you have 14 days to pay the balance in full.

5.2 If you purchase a vehicle which is not in stock (i.e., built to order from a Manufacturer), payment of the full balance is due within 7 days of the vehicle arriving into our stock.

5.3 A minimum of a 10% Deposit is required with all signed orders.

5.4 No goods shall be delivered until entire balance is paid and funds cleared in our account.

6. Part Exchange Goods

6.1 Where we agree to allow part of the purchase price to be satisfied by you delivering a used vehicle in part exchange, we agree to supply the goods on the Order Form subject to the following conditions:

a) That the used vehicle will be delivered to us in the same condition as described at the time of the order (subject only to fair wear and tear); and
b) That the quoted or estimated part exchange value for the used vehicle will only be confirmed upon physical inspection by us; and
c) That either: -
    i) The used vehicle is your absolute property and free from any Hire Purchase Agreement or other legal encumbrance whatsoever, or
    ii) The used vehicle is the subject of a Hire Purchase or Credit Sale agreement, and any outstanding finance is capable of being settled by us. In such a case the amount of the part exchange allowance shall be reduced accordingly.

6.2 In the event of a used vehicle being taken in part exchange, we may proceed to dispose of it before delivery of the goods:

a) If we dispose of the part exchange vehicle within the cooling off period or if the order is cancelled by us, the sum to be paid back for the part exchange vehicle shall be the previously agreed part exchange allowance price.
b) In all other circumstances where the goods are not delivered or where the order is cancelled by you, the sum to be paid back for the part exchange vehicle shall be the lower of either the price at which it was sold by us or the previously agreed part exchange allowance price.

7. Notice

7.1 Any notice provided under this Agreement shall be deemed to have been duly served if sent by Recorded Delivery to the addressee's last known residence or place of business in our possession and subsequently recorded as having been delivered.