

Terms & Conditions

These Terms and Conditions can be viewed online at: strafford.co.uk

General

- (i) The hire period shall (subject to the terms and conditions set out herein) commence on the date and at the time specified in the cover sheet and shall continue for the period and end on the date and at the time the Vehicle is returned to Owner.

Charges

- (ii) You having paid by credit or debit card prior to the commencement of this agreement the hire charge specified in the cover sheet no part of such charge shall under any circumstances be returned except at the discretion of the Owner.
- (iii) If the You fail to return the Vehicle at expiration of the term of the hire without prejudice to the other rights of the Owner You shall pay to the owner for every hour elapsing between the time of such expiration and the time the Vehicle is returned to the Owner (such hourly rate being a prorated charge of the total charge, to be determined by Owner).
- (iv) Owner may in its sole discretion offer a 20% reduction on any charges due in respect of a Vehicle that is returned outside of the agreed hire period.
- (v) If the overdue period enters a time when the Owner's offices are closed then the overdue charge shall automatically default to a full non discounted extra day rate being charged until the offices next open.

DEPOSIT

- (vi) You shall leave either a pre-authorized deposit or debited deposit using debit or credit card prior to the commencement of the period of the hire for the full amount of the deposit specified in the cover sheet, or otherwise determined by Owner.
- (vii) The owner shall (without prejudice to his other rights against You) be at liberty to retain out of such deposit:
 - a. the first portion of any damage or loss which the You undertakes to be responsible.
 - b. the amount of any loss of damage for which You are responsible for under the terms set out herein;
 - c. any additional charges payable in respect of the later return of the Vehicle; and
 - d. any amounts due in respect of any penalties, fines or charges imposed on You.

CARE USE AND CUSTODY OF THE VEHICLE

- (viii) You shall at all times:
 - a. drive the Vehicle only while qualified to do so and whilst holding all necessary current licences and permits;
 - b. drive the Vehicle in a careful and skilful manner and in accordance with all legal requirements and with the Owners standard policy of insurance which is available for inspection at the Owners offices; and
 - c. be responsible for the loading and unloading of the vehicle;
 - d. keep the Vehicle at all times in your possession and custody and not part with possession or custody to any other person;
 - e. use tachographs (if fitted to the Vehicle) in accordance with all applicable law and regulation;
 - f. use the Vehicle in accordance with the manufacturers seating and loading capacities which must not be exceeded (including maximum payload and axle weights).
- (ix) You shall not:
 - a. use the vehicle for racing, pace making, business, or for any purpose other than for domestic, social purposes;
 - b. carry passengers in the vehicle for hire or reward; and
 - c. take the Vehicle outside Great Britain without the prior written consent of the Owner.

LOSS & CONDITION

- (x) You shall be responsible for the first portion of any loss or damage to the Vehicle as set out in the cover sheet (the insurance excess / deposit) but shall not be responsible for any further loss or damage to the extent which the Owners insurers agree to compensate the Owner. You shall indemnify the owner against all loss suffered by the Owner (including loss resulting from inability to use the Vehicle or let the same on hire) in consequence of the destruction, loss of, theft of or damage to the Vehicle prior the vehicle being returned to the Owner.
- (xi) On or prior to the expiration of the period of hire You shall return the Vehicle in as good order and condition as when collected by You, leaving the Vehicle at the address of the owner stated in this agreement or at such other address within a radius of twenty miles thereof as the owner shall require.

ACCIDENTS

- (xii) You shall report any accident involving the Vehicle to the Owner within forty-eight hours of the occurrence of the accident and also to the police or the other proper authority with the time prescribed by law.
- (xiii) You shall supply such information drawings and assistance in connection with the accident as the Owner and its insurers may require.
- (xiv) You shall not without prior consent of the owner give any instruction for any repair to the vehicle or for the replacement of any parts thereof rendered necessary by the accident.

- V. to provide Customer Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period; and
- VI. provide Customer Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organization or authority.

In each instance Owner shall only use Customer Personal Data out of (i) contractual necessity, (ii) compliance with a legal obligation and/or (ii) Owner's legitimate interests.

(XXXVII) GOVERNING LAW – this agreement shall be governed by the laws of England and Wales.