

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

(I) GENERAL

- a. 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.

(II) CHARGES

- a. 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.
- b. 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).
- c. 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.
- d. 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.

(III) DEPOSIT

- a. 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.
- b. The owner shall (without prejudice to his other rights against You) be at liberty to retain out of such deposit:
 - i. The first portion of any damage or loss which the You undertakes to be responsible.
 - ii. The amount of any loss of damage for which You are responsible for under the terms set out herein;
 - iii. Any additional charges payable in respect of the later return of the Vehicle; and
 - iv. Any amounts due in respect of any penalties, fines or charges imposed on You.

(IV) CARE USE AND CUSTODY OF THE VEHICLE

- a. You shall at all times:
 - i. Drive the Vehicle only while qualified to do so and whilst holding all necessary current licences and permits.
 - ii. 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.
 - iii. Be responsible for the loading and unloading of the vehicle.
 - iv. Keep the Vehicle at all times in your possession and custody and not part with possession or custody to any other person.
 - v. Use tachographs (if fitted to the Vehicle) in accordance with all applicable law and regulation.
 - vi. Use the Vehicle in accordance with the manufacturers seating and loading capacities which must not be exceeded (including maximum payload and axle weights).
- b. You shall not:
 - i. Use the vehicle for racing, pace making, business, or for any purpose other than for domestic, social purposes.
 - ii. Carry passengers in the vehicle for hire or reward.
 - iii. Take the Vehicle outside Great Britain without the prior written consent of the Owner.

(V) LOSS AND CONDITION

- a. 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 to the vehicle being returned to the Owner.
- b. 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.

(VI) ACCIDENTS

- a. 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.
- b. You shall supply such information drawings and assistance in connection with the accident as the Owner and its insurers may require.
- c. 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.

(VII) EXCLUSION OF LIABILITY

- a. The Owner shall not under any circumstances be liable to make any payment to You or to indemnify You against any loss or injury or damage sustained by You or by any third party as a result of the presence or use of the Vehicle as a result of any defect therein and in taking delivery of the Vehicle You shall be deemed to have satisfied yourself that the Vehicle is in all respects roadworthy and in a proper and safe condition.

(VIII) CHANGE OF VEHICLE

- a. If for any reason the Vehicle described in the cover sheet or any other vehicle ordered by You prior to the commencement of the period of the hire is not available at the time of such commencement the Owner shall have the right to replace the Vehicle with an alternative of similar seating capacity and performance and if no such alternative vehicle is available or if the Owner shall decline to provide an alternative then You shall be repaid any hire charge and deposit paid but shall have no other claim of any kind whatsoever against the Owner.

(IX) GENERALLY

- a. In this agreement the Vehicle includes all replacements and renewals thereof and all additions and accessories thereto whether made before or after the date of this agreement.

(X) DELAYED START OF HIRE / SUPPLY OF VEHICLE

- a. In the event of the Owner supplying the Vehicle later than the booked collection time which may be caused by a late return from the previous hirer or non return from the previous hirer then You shall be entitled to cancel the hire and receive a full refund of no more than 100% of the hire charges providing the delayed supply of the vehicle has exceeded 3 hours and 30 minutes after the reserved time on the booking. If You decide to still take the hire at the delayed time then You shall be entitled to an equivalent extension at the end of the hire in full compensation for the delayed departure or if this is not possible You shall receive a pro rata refund of hire charges after 120 minutes of delayed departure has elapsed.

(XI) USING HIRERS OWN INSURANCE

- a. You undertake to insure the Vehicle until it is returned to the Owner in its full value against loss or damage (including windscreen damage) by accident, fire or theft under a comprehensive policy of insurance with an insurance office of repute to be approved by the Owner. You shall at the Owner's request supply full details and shall instruct the insurers that the Owner's name shall be endorsed on the policy. You shall procure that any compensation under the said insurance is paid directly to the Owner (without deduction or set-off) and shall be liable to compensate for any loss or damage suffered by the Owner in excess of the moneys (if any) paid to the Owner by the relevant insurer.

(XII) FIXED PENALTIES, CONGESTION CHARGES ETC

- a. You shall be liable as the owner of the Vehicle in respect of:
- i. Any of the following offences which may be committed with respect to that Vehicle when it is stationary and when a fixed penalty notice is issued: being on road during the hours of darkness with lights or reflectors required by law; waiting, or being left parked, or being loaded or unloaded in a road: being used or kept on a public road within the meaning of the vehicles (Excise) Act 1971 without a licence under that Act being exhibited on the vehicle in the manner prescribed under the Act; and the non-payment of the Charge made at street parking place;
 - ii. Any penalty charge notices incurred on any land (including land above or below ground level) other than:
 1. A highway maintainable at the public expense (within the meaning of section 329(1) of the Highways Act 1980).
 2. A parking place which is provided or controlled by a traffic authority.
 3. Any land (not falling within paragraph (a) or (b)) on which the parking of a vehicle is subject to statutory control.
 - iii. Any excess charge which may be incurred in pursuance of an order under section 35 and 36 of the Road Traffic Regulation Act 1967 (provision of highways of parking places where charges are made); and
 - iv. Any excess charges, congestion charges, fixed penalty charges during this period of hire be incurred and if You fail to pay the authorities within the prescribed timescales which results in enforcement correspondence being received by Owner, Owner reserves the right to charge to the original payment card such amounts due without prior request in addition to an administration fee.

(XIII) SPEEDING / BREAKING THE LEGAL SPEED LIMIT

- a. **Speed Kills.** Owner operates a safer hire policy administered by our partners Planti Telematics (which if elected by Owner in its sole discretion) provides satellite and road imagery with journey overlay for your hire period. The system is configured to alert Owner to any speeds driven at greater than 120% of legal maximum speed (that's 20% over) the legal speed limit. You shall not drive the Vehicle in excess of the legal speed limit and doing so is jeopardising the safety of other road users. In addition to this the occupants of the vehicle would have their safety jeopardised, and You would be applying premature and excessive wear to the hired Vehicle outside of what is expected of it. Lastly the fuel consumption would vastly worsen thus needlessly increasing the carbon footprint of this vehicle. If Owner receives an alert from our safety partners of over 20% over the legal limit you are deemed to have been without doubt at least 20% over the legal maximum speed limit. If Owner is alerted to a breach of the applicable national speed limit You will be provided a brief summaries notification of the contravention incidents which our insurers also receive notification of. If You want the full detailed Planti Telematics giving you the satellite and road imagery of your journey overlay print out we can also provide that on request in writing to staffordoffice@gmail.com where you must provide your rental contract number. If you drive the Vehicle in excess of the national speed limit Owner reserves its rights to impose a charge of £25 per breach with a maximum charge of £60 in any one day / 24 hours period which will be adjusted from your deposit.

(XIV) PAYMENT

- a. Payment is acceptable by any major credit or debit card should we have the merchant facilities to accept that card. Cash or cheques are not accepted as methods of payment unless pre authorised to do so by the management.

(XV) INSURANCE, EXCESS AND DEPOSITS

- a. May be requested in addition to estimated rental charge at the time of collection. The minimum Insurance Excess / Deposit required at time of rental is currently £150 on the smaller cars and vans. Insurance Excess / Deposits on larger cars and vans are entirely on Owner's discretion. All Insurance Excess / Deposits are deemed non refundable in the event of any damage or incident involving the hired vehicle. In the event of damage or incident which is proved not to be the hirers fault, the Insurance Excess / Deposit can be reclaimed subject to claims success and co-operation from all concerned.

(XVI) FULL DRIVING LICENSES

- a. Must be produced and valid at every hire start time and must entitle You to drive that type of vehicle legally for the duration of that hire. Owner has the right to reject any licences in its sole discretion.

(XVII) ENDORSEMENTS

- a. Are acceptable depending on the type and severity of the offence and fine. Please call for extra costing or terms quoting your current endorsement details. All endorsements are valid for insurance purposes for 5 years from the date of conviction or 11 years from date of conviction on serious offences such as "DR" offences. AGE to hire is a minimum of 21 years old on the lower grouped cars and vans and between 25 to 30 years old on certain high cost groups. All drivers under the age of 25 attract extra cost as do all drivers over the age of 70.

Drivers over the age of 70 are only acceptable with clearance from our insurers, which is strictly subject to their acceptability.

(XVIII) IDENTIFICATION

- a. Is very important and is required in one form or another. If you elect to pay in cash additional identification, merely because cash is untraceable. If you intend paying by cash totally (rental and Insurance Excess / Deposit) then please remember to bring other valid identification in addition to your drivers licence. The best form being your house rates bills, gas bill, electric bill, etc which have your name and address printed on them. A passport is not classed as ID as it has no address. Clients paying by any "plastic" authorised payment method will only usually require one extra method of ID.

(XIX) OVERSEAS TRAVEL

- a. Is Owner's speciality, and is quoted for on an entirely different price structure. Owner will be happy to supply the cost of your mainland European trip on request. Travelling outside the British mainland without consent and paying the extra costs will result in prosecution and You driving without insurance.

(XX) RESERVATIONS

- a. Can be made by telephone, in person, or by post. Pre-payments made at the time of reservation are deemed non-refundable unless made in writing using the following time scales.

(XXI) CANCELLATIONS

- a. For all reservations made in person at the rental office depot or by telephone where a pre-payment has been made to secure the reservation we offer the following refunds of money paid providing we receive a written notice of cancellation directed to - Reservation cancellations
Strafford self drive Preston Road Brighton East Sussex BN1 4QG. NOTICE OF CANCELLATION TIMES FOR REGULAR TELEPHONE OR IN PERSON RESERVATIONS (NON ON-LINE INTERNET RESERVATIONS) - listed below is the amount of refund we offer should you need to cancel prior to your reservation:
 - i. Within 60+ days written notice you will receive FULL REFUND (100%)
 - ii. Within 50 - 59 days written notice you will receive 75% REFUND
 - iii. Within 40 - 49 days written notice you will receive 65% REFUND Within 30 - 39 days written notice you will receive 55% REFUND
 - iv. Within 20 - 29 days written notice you will receive 45% REFUND
 - v. Within 10 - 19 days written notice you will receive 35% REFUND
 - vi. Within 3 - 9 days written notice you will receive 25% REFUND
 - vii. Within 48 hours written notice you will receive 15% REFUND
 - viii. Within 24 hours written notice you will receive 10% REFUND
 - ix. Within 12 hours written notice you will receive 5% REFUND
 - x. Within less than 12 hours n/a 0% NO REFUND

(XXII) NOTICE OF CANCELLATION TIMES ON LINE INTERNET RESERVATIONS

- a. Due to the high level of discounts enjoyed by customers for reserving and paying online using www.strafford.co.uk we are unable to offer any rebates or refunds from internet bookings, although subject to Owner's approval and subject to availability we will move an internet reservation to an alternative date/time/vehicle for a small administration amendment fee. No fee is payable if the amendment results in an upgrade in cost. If the amendment results in lower cost we regret that the balance is not offered as a cash refund, so you are urged to amend for similar or higher value reservation. To amend an internet reservation please email your change request to bookings@strafford.co.uk and we will do our best to meet your request. You will be emailed back at the earliest possible opportunity.

(XXIII) EARLY RETURNS AND CANCELLATIONS

- a. Less than 12 hours render all of the tendered prepaid money non refundable.

(XXIV) FUEL

- a. Will be charged for if the Vehicle is returned with less than supplied as at near to current garage pump prices. No cash refunds are given on excess fuel returned, although we will always endeavour to supply the excess fuel on the next hire date if the client so wishes (subject to availability).

(XXV) BREAKDOWN COVER

- a. Is offered nationwide mostly by the RAC, or other organisations depending on which make and model of vehicle you have hired which is usually attached to the tax disc holder. The membership number is usually the vehicle registration. Although legitimate non fault assistance is given free of charge, some driver error call outs are subject to charge like running out of fuel, leaving lights switched on, damaging tyres or vehicles etc. If You do break down and the emergency service is unable to repair the vehicle on the road side then you must request relay recovery back to our base where you hired the vehicle from and we will supply a replacement vehicle. It is very important that You request relay recovery back to the Owner's offices. Please Note - Very Important - you are only allowed one recovery service point to point so if you ask to be recovered to another destination then the secondary recovery back to Owner's offices will be charged to You so make sure you tell the breakdown organisation to recover back to the office you hired the vehicle from where they will replace the vehicle for you and make any adjustments on time you may have lost.

(XXVI) CHILD SEATS

- a. Are always available in all sizes for a very small extra charge.

(XXVII) EXTRA DRIVERS

- a. Can be elected to drive for a small extra cost but must meet all the criteria that the principal driver is required to do. Extra drivers are only permitted to drive after Owner's written approval.

(XXVIII) DATA PROTECTION

- a. Owner, acting as an independent data controller, may use Your personal data (and the personal data of any additional driver) collected or any related agreement or service ("**Customer Personal Data**"), and disclose it, for the following purposes:
 - i. to process Customer Personal Data to manage the rental and the commercial relationship, communicate with the Customer about or assist with the rental;
 - ii. to store Customer Personal Data that relates to any incident arising from Your dealings or an additional driver's dealings with Owner if it thinks that, as a result of such incident, You or an additional driver could be a risk for future rentals;
 - iii. to verify personal, driving and credit information (including Customer Personal Data) provided by the You and any additional driver through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other sources;
 - iv. to provide details of any accidents in which You or any additional driver of the Vehicle are involved (including Customer Personal Data) to relevant insurance databases;
 - 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.
 1. 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.

(XXIX) DART CHARGES AND PENALTY CHARGES. DARTFORD CROSSING.

- a. **When and who do I pay?**
 - i. **Any Dart Crossings (Dartford) must be paid directly to Trafford Self Drive either before your crossing or no later than 48 hours after your crossing.**
 - ii. **This is to avoid any extra charges.**
 - iii. Failing to follow this late payment procedure will result in a penalty charge plus administration fee being processed from your deposit.
 - iv. All Dartford crossings northbound or southbound must be **PREPAID to Trafford self drive or no later than 48 hours after the crossing to Trafford self drive** by the hirer or punitive charges / penalties will be incurred.
- b. **What if I incorrectly paid my Dart Crossing directly to Dart Charge?**
 - i. **In this instance you will still be charged by Trafford self drive and you will need to call Dart Charge to get your refund.**

Call Dart Charge on 0300 300 0120. Tel Dart Charge on 0300 300 0120.

All Dartford crossings northbound or southbound must be **PREPAID to Trafford self drive or no later than 48 hours after the crossing to Trafford self drive** by the hirer or punitive charges / penalties will be incurred.
- c. **What if I failed to pay Trafford Self Drive no later than 48 hours after my crossing?**
 - i. If you did not follow our terms of hire and **PREPAID to Trafford self drive or retrospectively pay Trafford self drive no later than 48 hours after the crossing** punitive charges / penalties will be incurred.
- d. **Useful information**
 - i. Online is quick and easy at this link <https://www.gov.uk/pay-dartford-crossing-charge>
 - ii. **Tel Dart Charge on 0300 300 0120.**
 - iii. **PAYG number 1172060849 Trafford Self Drive**

(XXX) COVID 19 SUSPENSION OF VEHICLE EXTRAS POLICY - ALL OPTIONAL EXTRAS HAVE TO BE BOOKED THROUGH THE WEBSITE AND ARE NOT OFFERED AS STANDARD THROUGH ANY ADVERTISED OR OTHERWISE PLATFORMS.

- a. **Covid 19 policy** - Valid for all Bookings made from the 1st January 2021.
 - i. Any booking made if not legal to travel where the tiers prohibit travel we will move the booking to another date. *Any seasonal price fluctuations the amended higher price difference will be due.*
Subject to availability.
- b. Booking or postponement without penalty, if the UK government imposes restrictions that cause the following:
 - i. UK government guidance causes closure of Trafford Self Drive on the date when your collection is due to take place.
 - ii. UK government guidance advises a full UK-wide lock down resulting in a full ban on all non-essential travel over the dates you are due to hire.
 - iii. Any booking made if not legal to travel where the tiers prohibit travel we will move the booking to another date. *Any seasonal price fluctuations the amended higher price difference will be due.*
Subject to availability.
- c. **Cancellation policy general and Covid.**
 - i. Cancellations are not accepted under any circumstances if government restrictions permit you to use the self drive vehicle.

(XXXI) GOVERNING LAW

- a. This agreement shall be governed by the laws of England and Wales.