

# Terms & Conditions Of Hire

## **Strafford self drive / Vehicle Hire (GB) Ltd**

Agreement for Hire - An agreement made between Vehicle Hire (GB) Ltd T/A Strafford self drive Rental House Preston Road, Brighton East Sussex, BN1 4QG (Hereinafter called the owner which expression shall where the context so admits include the owner's successors in title) of the one part and the hirer named in the schedule hereto (hereinafter called the hirer) of the other part. WHEREBY IT IS AGREED AS FOLLOWS:

1. The owner will let and the hirer will take on hire upon the following terms and conditions the motor vehicle described in the schedule hereto (hereinafter called the vehicle) and the hirer shall be a mere borrower of the vehicle and no interest in it shall pass to the hirer.
2. The hiring shall (subject to the provisions of clause 13 hereof) commence on the date and at the time specified in the schedule and shall continue for the period and end on the date and at the time therein stated.
3. HIRE CHARGES: - The Hirer having paid by credit or debit card prior to the commencement of this agreement the hire charge specified in the schedule no part of such charge shall under any circumstances be returned except at the discretion of the owner. If the hirer shall fail to return the vehicle at expiration of the term of the hire without prejudice to the other rights of the owner the hirer shall pay to the owner for every hire elapsing between the time of such expiration and the time the vehicle is returned to the owner the sum specified as the additional hourly charge in the schedule. Overdue hires usually attract 20% of the non discounted single day rate per hour or part hour overdue with a full non discounted single day rate being charged after 4 hours overdue has expired. If the overdue period enters a time when the offices are closed then the overdue shall default to a full non discounted extra day rate being charged until the offices next open.
4. DEPOSIT: - The hirer 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 schedule. The owner shall without prejudice to his other rights against the hirer) be at liberty to retain out of such deposit:
  1. The first portion of any damage or loss which the hirer undertakes to be responsible for negligence as set out in the schedule.
  2. The amount of any loss of damage for which the hirer is responsible under the provisions of clause 7 hereto.
  3. Any additional charge payable under clause 3 hereto.
5. CARE USE AND CUSTODY OF THE VEHICLE:-The hirer shall drive the vehicle only while qualified to do so and whilst holding all necessary current licences and permits and shall at all times 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. The hirer shall not use the vehicle for racing or pace making or for any purpose than for domestic, social purposes; business connected with the hirers occupation and shall not carry passengers in the vehicle for hire or reward. The vehicle manufacturers seating capacities must not be exceeded and the maximum payload and axle weights must not be exceeded. The hirer is responsible for the loading and unloading of the vehicle. (1) Tachographs when fitted must be used in accordance with all current regulations.
6. The hirer shall not take the vehicle outside Great Britain without the written consent of the owner and shall keep the same at all times in his possession and custody and not part with possession or custody to any other person.
7. The hirer shall be responsible for the first portion of any loss or damage to the vehicle as set out in the schedule (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 for the same pursuant to the said policy of insurance. Save as aforesaid the hirer 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. On or prior to the expiration of the period of hire the hirer shall return the vehicle in as good order and condition as when collected by the hirer for the owner, 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.

8. ACCIDENTS : - The hirer 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. The hirer shall supply such information drawings and assistance in connection with the accident as the owner and its insurers may require. The hirer 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.
9. EXCLUSION OF LIABILITY: - The owner shall not under any circumstances be liable to make any payment to the hirer or to indemnify against any loss or injury or damage sustained by the hirer 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 the hirer shall be deemed to have satisfied himself that it is in all respects roadworthy and in a proper and safe condition.
10. CHANGE OF VEHICLE:- If for any reason the vehicle described overleaf or any other vehicle ordered by the hirer 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 the hirer shall be repaid any hire charge and deposit paid by him but shall have no other claim of any kind whatsoever against the owner.
11. GENERALLY: - 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.
12. No relaxation forbearance or indulgence by the owner in enforcing any of the terms of this agreement shall prejudice or affect the rights and powers of the owner hereunder nor shall any waiver of any breach operate as a waiver of any subsequent or continuing breach.
13. This agreement shall not come into force until it has been signed on Behalf of the owner by one of its officers duly authorised for that purpose and unless and until any deposit prescribed by law has been said by the hirer. CDW (excess reduction) IMPORTANT INFORMATION: - On payment of CDW (Excess reduction), premium and/or increased deposit, the hirer can lower the damage liability. CDW does not cover the following items or circumstances (which may be chargeable in addition to the deposit).
  1. Damage in part or whole to the interior fittings of any vehicle including Any audio equipment, roof and door linings, carpets, seats, dashboard or any glass to the amount printed on this agreement listed as Deposit.
  2. Mirrors, petrol caps, radio antenna, or exterior light clusters, Windscreen wipers.
  3. Loss or breakage of vehicle keys locks etc.
  4. Tyre damage will also be charged for should the tyre be un-repairable.
  5. Excessively dirty vehicles inside or out.
  6. N.B. labour and loss from inability to hire or use the vehicle will also be charged for in addition to the above - fair wear and tear will be allowed for.
  7. DELAYED START OF HIRE / SUPPLY OF VEHICLE. In the event of the lessor 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 the hirer 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 the hirer decides to still take the hire at the delayed time then the hirer 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 the hirer shall receive a pro rata refund of hire charges after 120 minutes of delayed departure has elapsed.
14. USING HIRERS OWN INSURANCE: - The hirer undertakes to insure the Vehicle until it is returned to the Lessor 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 Lessor. The Hirer shall at the Lessor's request supply full details thereof to the Lessor and shall instruct the insurers that the Lessors name shall be endorsed on the policy.
15. The hirer shall not use or permit the vehicle to be used in contravention Of the terms and conditions of the policy.
16. The hirer shall procure that any compensation under the said insurance Is paid directly to the Lessor and shall be liable to compensate for any loss or damage suffered by the Lessor in excess of the moneys (if any) paid to the Lessor by the Hirers insurers.
17. The hire shall be bound by the Terms and Conditions stated hereinafter.

FIXED PENALTIES : CONGESTION CHARGES ETC:- The Hirer shall be liable as the owner of the vehicle in respect of: a) 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; and b) 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). The hirer also fully accepts that should excess charges; congestion charges; fixed penalty charges during this period of hire be incurred and I fail to pay the authorities within the prescribed timescales which results in enforcement correspondence being received at Vehicle Hire (GB) Ltd offices then Vehicle Hire (GB) Ltd reserve the right to charge to the original payment card without prior request a nominal administration fee in return for a detailed invoice. I acknowledge that these liabilities shall extend to any vehicle hired under this same agreement and to any period by which the original hire may have been extended.

**SPEEDING / BREAKING THE LEGAL SPEED LIMIT BY MORE THAN 20%.**

**Speed Kills.** We operate a safer hire policy administered by our partners Planti Telematics giving us satellite and road imagery with journey overlay for your hire period. The system is configured to alert us to any speeds driven at greater than 120% of legal maximum speed (thats 20% over) the legal speed limit. A typical vehicle speedometer will show a higher speed than you are actually going. Tests have proved in some cases a speedometer may show 70mph and the satellite just 65mph is the true speed, it has been proved that the satellite (or otherwise known as Sat Nav) will be the more accurate reading.

On that basis to reach 20% over the speed limit of 70mph on a motorway for example the indicated speed showing on the hired vehicles speedometer may be as high as 88mph and reaching well over the 120% at least of the legal speed limit and is jeopardising the safety of other road users. In addition to this the occupants of the vehicle would have there 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 we receive 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.

By signing this contract you have agreed to keep the hired vehicle within 120% of the lawful speed limit, and if we are alerted to a breach of that 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 [straffordoffice@gmail.com](mailto:straffordoffice@gmail.com) where you must provide your rental contract number. Because of this and the usual increased premium from our insurers we currently 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.

RATES are also available without legal road risk insurance which can be issued on request. These rates apply from today until changed

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.

Insurance Excess / Deposits are necessary 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 Strafford'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.

FULL DRIVING LICENSES must be produced at every hire start time and must entitle the hirer to drive that type of vehicle legally for the duration of that hire.

ENDORSEMENTS 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.

IDENTIFICATION is very important and is required in one form or another. Clients electing to pay totally by cash will be classed as requiring more identification, merely because cash is untraceable. If you intend paying by cash totally (rental and Insurance Excess / Deposit) then please remember to bring other good identification, apart from 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.

INTERNATIONAL/OVERSEAS licenses are welcome but must include English translations and sometimes can attract extra cost.

OVERSEAS TRAVEL is our speciality, and is quoted for on an entirely different price structure. We 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 client driving without insurance.

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

CANCELLATIONS 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.

Within 60+ days written notice you will receive FULL REFUND (100%)  
Within 50 - 59 days written notice you will receive 75% REFUND  
Within 40 - 49 days written notice you will receive 65% REFUND  
Within 30 - 39 days written notice you will receive 55% REFUND  
Within 20 - 29 days written notice you will receive 45% REFUND  
Within 10 - 19days written notice you will receive 35% REFUND  
Within 3 - 9days written notice you will receive 25% REFUND  
Within 48 hours written notice you will receive 15% REFUND  
Within 24 hours written notice you will receive 10% REFUND  
Within 12 hours written notice you will receive 5% REFUND  
Less than 12 hours n/a NO REFUND (0%)

NOTICE OF CANCELLATION TIMES ON LINE INTERNET RESERVATIONS due to the high level of discounts enjoyed by customers for reserving and paying online using [www.strafford.co.uk](http://www.strafford.co.uk) we are unable to offer any rebates or refunds from internet bookings, although subject to manager 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](mailto:bookings@strafford.co.uk) and we will do our best to meet your request. You will be emailed back at the earliest possible opportunity.

EARLY RETURNS and cancellations less than 12 hours render all of the tendered prepaid money non refundable.

FUEL 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).

BREAKDOWN COVER 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 our 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 our base 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.

CHILD SEATS are always available in all sizes for a very small extra charge.

EXTRA DRIVERS 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 notifying the renting office.

SLIGHT OVERDUE is not encouraged but we accept a maximum of 30 minutes after contract return time free of charge as a courtesy for possible traffic congestion or slight delay in getting away initially. After 31 minutes overdue the strict price below applies and is not negotiable.

OVERDUE hires are charged at 20% of the daily rate per hour and a full daily rate after 4 hours overdue.

**Accidents or incidents alleged or otherwise:** The hirer must report to Strafford self drive all Accidents or incidents alleged or otherwise within 12 hours of occurrence by email to [stephen@strafford.co.uk](mailto:stephen@strafford.co.uk) at all times or to 01273 687167 only during office hours with full incident details (compulsory) and photographs if possible. In the event of non compliance in reporting within 24 hours up to 100% of your deposit excess will be forfeited.

**Insurance Excess / Deposits on vehicle hires** No vehicle will be permitted to leave the premises without a pre authorised voucher completed for the full amount listed on the contract. This amount does not leave your account it is however authorised to leave your account in the event of an incident or theft involving the hired vehicle.

If by any chance your card has insufficient limit on it to allow the full deposit to be pre authorised then you may re book using the website or the rental agent in our offices but selecting a lower deposit option, there are 32 price options with varying insurance excess/deposit levels.

There are also a further 32 price option of even lower than that deposits when CDW is purchased. This increases the hire charge but dramatically reduces the insurance excess/deposit.

#### **The only exceptions.**

**Public Sector and known institutional schools as we no longer accept cheques. Charities are excluded from these exceptions and must supply a pre authorised card.** As we have for over 20 years specialised in supplying vehicles to the public Sector and well known institutional schools if those clients are unable to supply a card for pre authorisation then providing we receive an official email or letter from them acknowledging the excess liability and pledging to pay it in the event of an incident within 14 days then we are able to supply the vehicle hire without a card pre authorisation. In the event of a claim the public Sector or known institutional school hirer will be invoiced for the amount due promising to pay fully within 14 days.

We have the right to supply a capacity (larger or smaller) than originally reserved and the hirer must satisfy themselves of the not very often possibility of upgrade or downgrade in preferred vehicle. All published rates are available in detailed written form on request, showing clearly how the `drive away` price was calculated.

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