

## **Terms & Conditions of Hire**

These terms and conditions form an integral part of your hire contract with Storage Factory Exeter, hereinafter referred to as the "Company". The Company address is Storage Factory, Shell House, Dawlish Road, Exeter, EX6 8AA.

### **Definitions**

The "Hirer" is the person whose name & address appears at the top of the hire contract of which these terms and conditions form a part. The Hirer must be at least 18 years old. The Hirer accepts full legal liability for all the equipment listed on the hire contract(s) irrespective of whether the equipment is for the Hirer's personal use, or that of another member of his/her party, booking under the same contract booking number.

"Equipment" includes roof boxes and any other item(s) hired by the Hirer from the Company. The hire period is the date from which the equipment is collected/received by the Hirer from the Company or its agents, until the date that the hirer is due to return the equipment. Both these dates are clearly stated on the hire contract.

### **Conditions of Hire**

#### **1. Identification**

The Hirer must provide a satisfactory form of identification when collecting their Equipment. A Driving licence, as well as proof of address dated within the last 3 months i.e. Bank or Credit Card Statement, Utility Bill or Council tax Bill is required. The Company reserves the right not to hand over any Equipment if the Hirer cannot properly identify himself/herself. In these circumstances no refund will be given.

#### **2. Liability**

**2.1** The Hirer accepts full personal liability for the equipment from the time the Hirer receives it from a member of the Company's staff or agents, until it is returned to the Company at the end of the hire period.

**2.2** The Hirer shall not remove labels from and interfere with the equipment, their working mechanisms or any part of them and shall take reasonable care of the Equipment whilst on hire.

**2.3** The Hirer will take adequate and proper measures to protect the Equipment from theft, damage and or risks such as adverse weather.

#### **3. Replacement Costs**

The Company reserves the right to charge the Hirer the full replacement cost of such equipment in the event that it becomes damaged, lost or stolen during the period of hire, or until it has been returned to the Company.

#### **Replacement costs are as follows:**

##### **Roof Boxes:**

400 Litre Thule Xt M – £460 at Halfords as of 09/09/2022 (You will be charged the cost the replacement at the current retail prices)

500 Litre – £640 at Halfords as of 09/09/2022 (You will be charged the cost the replacement at the current retail prices)

**Lost keys/Damaged lock – £25**

**Broken key in lock – £50**

#### **4. Collecting Equipment**

The Hirer or his/her agent will sign a receipt for the Equipment on collection. By signing, the Hirer or his/her agent acknowledges that they have inspected the equipment and confirms that it is the Equipment ordered and that it is in satisfactory working order and condition.

#### **5. Amendments**

The Company will allow the Hirer to change the details once free of charge after you have completed your booking, subject to the equipment still being available. The Company will not accept any changes within 7 days of your agreed collection date. All amendments must be in writing and sent by post or emailed to the Company.

#### **6. Cancellations**

The following cancellation charges will apply:

**6.1** No refund will be made for cancellations made within seven days from the commencement of the hire period.

**6.2** Cancellations made between 8 to 20 days before the commencement of the hire period are subject to a fee of 20% of the value of the hire contract, (subject to a minimum charge of £10).

**6.3** Cancellations made 20 days or more, before the commencement of the hire period are subject to an administration charge of £10.

#### **7. Product Alternatives**

It is possible that the equipment which you have pre-booked may have been lost or damaged by the previous hirer. In this event, the Company will use every endeavour to provide the Hirer with Equipment of at least the same quality and value as that ordered by the Hirer. Should the Hirer not wish to take the alternative equipment offered, the Hirer will be entitled to a full refund in respect of the missing equipment. However, the Company accepts no further liability. In the event that the Company cannot provide an alternative then a full refund will be offered.

#### **8. Returning Equipment Late**

Where the Hirer does not return the equipment at the end of the hire period, the Company reserves the right to charge the Hirer the 'up to 9 days' rate of hire for each day the equipment is late up to the replacement cost of the equipment as specified in section 3 above, together with any legal fees and associated recovery costs.

#### **9. Security Deposit**

The Company will charge the Hirer a security deposit of £100. This will be refunded in full on the satisfactory return of the equipment. The Company reserves the right to refuse to hire equipment to any customer with whom it does not wish to enter into a contractual relationship. The Company reserves the right to cancel a contract at any time and without notice, whereupon it will refund to the Hirer any monies paid. Following such a refund, no further liability will exist between the Hirer and the Company.

#### **10. Fitting Equipment**

**10.1** It is the Hirer's responsibility to ensure that the hire equipment is correctly fitted to the appropriate vehicle and remain properly fitted during the period of hire. Where members of the Company's staff or agents assist the Hirer with fitting such equipment to a vehicle, this will be entirely at the Hirer's risk and the Company accepts no liability for any damage caused either to the vehicle or third parties as a result of fitting such equipment.

**10.2** In the event the roof box, roof rack or other hire equipment becomes detached from the roof, the Hirer accepts full responsibility for damage caused by the hire equipment to the vehicle, equipment, any other vehicle, property and persons.

**11.** Save as provided in these conditions and to the extent that the exclusion or restriction of liability may be prohibited by statute, the Company will not be liable for any loss, damage or injury caused, directly or indirectly by the equipment or its use. Your statutory rights are not affected.

## **12. Your responsibilities**

It is the hirers responsibility to inform their Insurance provider that they will be installing a Roof Box onto the insured vehicle, as this is classed as a modification, not informing them of this change could invalidate the insurance policy in the event of an incident or claim. It is the hirers responsibility to cover any costs that may occur to the hirers insurance premium once informing them of the modification to the vehicle. It is also the customers responsibility to check the permissible roof weight of the vehicle that will be used in conjunction with the Roof Box to ensure you are adhering to the weight restrictions, this can be found in your vehicle's manual. If you plan to use a Hire Car, please check that their insurance allows for Roof Boxes to be installed on the vehicle.