

Equine Transport UK Hire Terms and Conditions

Equine Transport UK hire would like to ask all our customers to carefully read these terms and conditions when hiring our vehicles so when placing a booking you are agreeing to be bound by them.

If you have any questions or queries in relation to our terms and conditions please don't hesitate to contact Avril on mobile 07812 188871

Details and body of the contract

1. We are Equine Transport UK Hire, Upper Broadreed Farm, Stonehurst Lane, Five Ashes, East Sussex. Avril referred to as the hire of Equine Transport UK horse box and for the purposes of this document provide this service to its clients to enable short term use of a horsebox

2. We shall send to you confirmation in writing by post or email to the address or email address that you have given when hiring from us and deposit received.

On confirmation of your order, a binding legal contract between us and the client will exist and shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

3. A contract will only exist between Equine Transport UK horse Box hire and the client, for the hire of the horsebox once we have received and accepted your order.

4. It is the clients responsibility to us for ensuring the accuracy of any order (including whether the horsebox is adequate for your purposes) submitted by you, and for giving us any necessary co-operation, assistance and information relating to the hire of the vehicle horsebox or as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms.

5. Equine Transport UK Horse Box Hire have the right to change these terms without notice to you in relation to any future hire provided that we shall notify you of any such changes a reasonable time prior to any further hire by you.

Description & price of the hire of the horsebox and services

1. The description and price of our hire services that you order will be as shown on our web and in our quotation already provided to you at the time that you place your order.
2. The horsebox is subject to availability at the time of your order. If, after acceptance of your order, the horsebox you have ordered is not available, Equine Transport UK Horse Box Hire will inform you immediately, and refund all monies in FULL at the date of cancellation.
3. Equine Transport UK Horse Box Hire will make every effort to ensure that prices shown in our quotation and on our web are accurate at the time that you place your order. However, if an error is found, you will be informed as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you decide to cancel, we shall refund you in FULL for any sum that has been paid by you.

Payment

1. Payment for the hire services can be made by debit card or credit card we do not accept American express, we do not charge any extra for paying on your credit card.
2. A 50% deposit of the total hire price will need to be payable at the time of your order. Subject to your rights to cancel the contract in accordance with these terms (see below) this deposit will NOT be refundable to you. You are also liable for the damage/collision of £375.00 excess in the event of an accident.
3. All outstanding sums in respect of the price for the hire services will be taken on the day of the hire. Unless we have already received the full outstanding payment from you in respect of the total price for the hire services.
You hereby acknowledge that you will be required to provide us with your credit card details at the time of your order and by giving us such details you authorise us to charge the outstanding sums and all other sums that may become due from you to us in accordance with these terms.
4. Please note that the horsebox will not be made available to you until we have received and cleared all funds due and payable to us for the hire services.

5. Any payment i.e. cheques sent by post will be at your own risk and we accept no responsibility for any payment not having been received by us or where payments have been incorrectly completed or sent by you.

6. If the payment of any fees by you is not made in accordance with these terms you will be deemed to have requested the termination of the contract and you hereby acknowledge that the horsebox reserved for you at the time of your order may be released by us for hire to any other customer without liability to you.

Collection

1. Unless we agree in writing delivery of the vehicle. We ask you to collect the vehicle from our premises on the date agreed for the commencement of hire. Please note that collection and return times for the horsebox shall be provided for on the confirmation of order form. Note all horseboxes must be returned by 8pm on the date of hire unless prior agreement has been given to return the horsebox later than 8pm a £30.00 charge will automatically be applied for late return.

2. The hiring of the horsebox will commence on the date on which the horsebox is to be collected by you as agreed on the confirmation or order form.

3. Equine Transport UK Horse Box Hire will prepare an acceptance form which will specify the precise details of the horsebox, including details of its state and condition and requirements for its use. At the time of collection of the horsebox you will be required to sign the form to confirm your acceptance of the condition of the horsebox and understand the use and application to which the horsebox is to be put. You will be asked to ensure that you have read the form carefully and checked all inventories and other specifications against the horsebox before signing and thereby accepting the condition and application of the horsebox.

4. Equine Transport UK Horse Box Hire vehicles are provided with a full tank of fuel at the commencement of hire. Please return the horsebox with a full tank of fuel.

Failure to do so will result in a minimum of £25 for the cost of the fuel being deducted from your debit/credit card.

5. Prior to the release of the horsebox, you shall be required to provide us with the following forms of identification in respect of each proposed driver of the horsebox (in each case the original is to be provided) – the hard copy of each driver's current driving licence, UK passport and originals of 2 utility bills less than 3 months old, containing details of their current residential address. Please note that, notwithstanding your payment of all sums owing to us in respect of the proposed hire, the horsebox will not be made available to you until we are reasonably satisfied with your forms of identification and the horsebox will not be released until all such documents have been produced in accordance with these terms.

You're right to cancel

1. You have the right to cancel your booking but this will mean you will lose your booking deposit.

2. You can change a booking date up to a week before but must be redeemed within 3 months.

3. To exercise your right of cancellation you must give written notice to us by hand, by facsimile, by post or email at the address or facsimile number or email address shown on the confirmation of order form, giving details of the hire services ordered.

4. You may request the termination of the hire at any time. Your request must be in writing and sent to us at the address or facsimile number or e-mail address shown on the confirmation of order form and you agree that no refund of the full fee for the hire services will be due to you in the event of such termination.

Our promise to you

1. The hire services will be provided by Avril at Equine Transport UK Horse Box Hire for our skill and care will be to a high standard and

quality that is reasonable for you to expect.

2. We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our or manufacturer instructions (whether oral or written) misuse or alteration or repair of the horsebox without our prior approval.

3. Nothing in these terms shall affect your statutory rights as a consumer. If you are in any doubt as to the extent of your statutory rights as a consumer you should seek your own independent legal advice from an appropriately qualified person.

4. If you have any other complaint about the hire services, you should notify us in writing at the address or facsimile or e-mail address above.

During the course and duration of the hire we will

1. Arrange for the provision of any roadside rescue (if required) you must at all times telephone Equine Rescue Services of which we have a contract with. The telephone number and details are permanently displayed in the tax disc of the cab. Please quote our membership numbers at all times, and note Equine Rescue Services terms and conditions are permanently obtainable in the horsebox.

2. Where any repair or maintenance is necessitated by an accident or by any negligent use of the horsebox, your holding deposit of £375.00 will be retained by us, the final cost of repair will be assessed by an Independent Authorized Horsebox specialist and we will agree a final settlement figure with you, up to a maximum of £750.00 (less your £375.00 holding fee). £750.00 is the excess figure as determined by our insurance company.

In the event that the horsebox becomes temporarily un-roadworthy (other than as a result of accident damage, theft or vandalism) we will

inform you as soon as possible and refund your monies in FULL.

Your obligations to us

1. You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, registrations, memberships, permissions and licences and conform to all relevant rules and regulations as may be required for you to drive and otherwise use the horsebox. Please note that if you did not pass your driving test before 1st January 1997 you may be restricted as to the size of the horsebox you may legally drive. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

2. All drivers whom you have notified us of (and been approved in writing by us on the Delivery and Acceptance Form) of the horsebox must be between the ages of 25 and 65 years and must have held a full clean UK or EC driving licence for a period of at least 3 years prior to the proposed date of commencement of hire. Drivers must have had 1 year recent regular vehicle driving experience; Non-British Subjects must have had at least 3 years recent regular vehicle driving experience in the UK. (This means no minor convictions or motoring convictions in the past 3 years).

3. Drivers must not have any mental or physical infirmity, unless such a condition has been declared to and accepted by the DVLA, drivers must not have had any insurance declined, cancelled, renewal refused or special terms imposed, have had no more than one driving accident in the last 3 years.

4. Foreign Service Personnel, Armed Forces, Entertainers, Students and Professional Sportsmen and students under 23yrs, jockeys and persons connected with racing are excluded from hiring the horsebox.

5. You shall during the continuance of this hire contract:

- Ensure that the horsebox is driven or otherwise operated and used in a safe and proper manner and for the purposes for which it was designed and without risk to health by persons who at all times hold valid and current driving licences in the appropriate classes.
- Pay for all fuel for the proper running of the horsebox.
- Protect us against all fines, penalties and liabilities payable by us by virtue of your hire and/or use of the horsebox or arising in respect of any non-compliance or contravention of any transport, traffic or other law or regulations, together with any costs or expenses relating thereto incurred by such use of the horsebox. Costs incurred will be debited from your holding deposit or Card details.
- Do not take or allow the horsebox to be taken out of England, Wales or Scotland without receiving our prior written authority and, in the event of that authority being given, only on such terms as we deem fit.
- Collect the vehicle from and return to Equine Rescue Services Horse Box Hire, or from and to such place as we shall advise the horsebox which has been made available to you in accordance with these terms.
- Do not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox.
- Do not remove or interfere with any identification marks or plates affixed to the horsebox.
- Please take all necessary steps at your own expense to retain and recover possession and control of the horsebox of

which you lose possession or control.

- Permit us or our authorised representatives at all reasonable times to enter upon the premises where the horsebox may from time to time be garaged or parked to inspect test the condition of the horsebox and to ensure that you are and have complied with your obligations as herein provided.

- Notify us immediately of any change in your address.

- In respect of the condition and maintenance of the horsebox, be solely responsible for ensuring that:
 - (a) fluid levels are checked and adjusted as necessary
 - (b) the exterior, interior and upholstery of the horsebox are kept clean
 - (c) notify us immediately of any damage
 - (d) the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law
 - (e) use all partitions and such other equipment for the sole transportation of equine animals and not transport any equine animal unless they have been properly secured. - no hazardous, explosive or dangerous goods are to be transported
 - (f) not carry more persons or equine animals than is recommended by the horsebox manufacturers (as provided for or referred to in the Delivery and Acceptance Form) and at all times comply with all load and weight restrictions as may apply from time to time in using the horsebox and not overload the horsebox or permit the horsebox to be overloaded. The maximum weight in the Horsebox and cab are 1 person two horses with a maximum combined weight of 1080 kilos (1100kg if spare wheel removed).
 - (g) Do not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox
 - (h) As the hirer you are not to fit towing equipment or other accessories or carry out any alteration or modification to the horsebox nor alter except by way of suitable replacement, any parts or part of it, mechanical or otherwise or any of its accessories, without our prior written consent.

(i) Bear the cost of the repair or rectification of any damage to the horsebox resulting from negligence or improper use of the horsebox by you or any

person who has used the horsebox during the hire contract, up to a maximum of £750.00 (which is the excess laid out to us by our insurers).(LV INSURANCE)

(j) Please keep the horsebox in good repair and condition, fair wear and tear excepted where such expression is to have its ordinary and natural meaning but does not include:

- Bodywork : dents or scratches
- Upholstery : stains, burns or tears in seats, headlining or carpets
- Mechanical : the ramps. Partitions, engine, gearbox, clutch, axles, suspension steering and brakes not being in good working order.
- Electrical : lighting and all equipment not being in good working order.
- Tyres: uneven wear of tyres, slits in tyre walls.

6. Immediately give notice to us of the happening of any loss or damage to the horsebox.

7. Protect us against all damage and neglect (whether caused by animals or otherwise) to the horsebox or its contents arising from the breach of your obligations under these terms (including your failure to return the horsebox and any of its contents and accessories in good clean order and working condition) and you hereby authorise us to charge such costs and expense against your debit/credit card. Please note that there is a £50 surcharge in respect of any failure to return both the living/cab area and the horse area of the horsebox in good clean condition

8. Keep the horsebox adequately secured at all times.

9. You shall be responsible for complying with any legislation or regulations governing the use of the horsebox in the country and destination and for the payment of any duties.

10. All equine animals to be carried by the horsebox must be approved by us prior to the commencement of hire.

11. Please note that smoking is STRICTLY PROHIBITED in any part of the horse box.

12. Dogs may be carried in lorry with our prior agreement , however they may not travel in any part of the cab compartment please state on your order form if dogs are to travel with you please do not let any dogs defecate on the horse box.

13. The horsebox shall not be driven by you for more miles than provided for on the order confirmation form and if you breach this obligation an additional charge will be made to you on the return of the horsebox at the rate of 55p per mile as shown on the order confirmation form which you authorise us to deduct from your debit/ credit card. The maximum mileage allowed on a single daily rate is

200 miles per day (55p per mile thereafter unless arranged otherwise)

14. Do not remove any furniture from the horsebox.

15. All animals transported with the horsebox will be carried at your own risk and you should have appropriate cover in place. Each horse transported should have its own insurance. We reserve the right to satisfy ourselves that each equine travelling is adequately insured and must be accompanied with its own up to date passport.

16. Under no circumstances do we permit the hirer to sublet, or use our horseboxes for the purpose of hire and reward, if any such vehicle is found to have been sublet whilst on hire, the insurance will be void and the hirer will be liable for any accident, damage, or liability to Equine Transport UK horse box hire and any other 3rd party involvement.

Default

1. Equine Transport UK Horse Box Hire, upon any breach by you of any of the provisions of this hire contract may by notice in writing terminate this contract with the hirer and upon that happening this contract and the hiring constituted by it shall determine you will no longer be in possession of the horsebox with our consent and subject to our right to take possession of the horsebox and to recover from you our recoverable losses and to any pre-existing liabilities to us, neither party shall have any rights against the other.

2. Any expenses incurred by us in repossessing the horsebox or in recovering possession of the horsebox on default of delivery by the hirer under these terms, will be reimbursed by the hirer to Equine Transport UK Horsebox Hire on demand.

Ownership

The horsebox shall at all times remain the property of Equine Transport UK Horsebox Hire and the hirer shall have no rights to the horsebox, other than as a hirer.

Return of the horsebox

1. On termination of the hire or on expiry of the period of hire, the hirer will no longer be in possession of the horsebox with our consent unless we otherwise agree. Horsebox must be returned with, including all equipment, tyres, tools, handbooks and all other accessories at our premises in good clean order and working condition and at your expense and risk.

2. Unless we otherwise agree in writing, the return of the horsebox must be made by you returning it at our premises on or prior to the date agreed for the expiry of hire as provided for on the confirmation of order form.

3. Please ensure that you return the horsebox on or before the date and time as provided for in the confirmation of order form and in

accordance with these terms. It is important that the horsebox is returned on time so that it can be prepared in readiness for release to other customers.

4. In the event that you do not return the horsebox on time and for the agreed expiry of the hire and in accordance with these terms unless otherwise notified a penalty payment of £50 will immediately become payable to us and a £30.00 charge will apply if the horsebox is returned after 8.30pm without prior agreement.

5. You must fully protect us against any other claims, liability, damages, losses, costs and expenses suffered or incurred by or awarded against us and arising from your failure to return the horsebox in accordance with these terms.

6. You hereby authorise us to charge all such penalties against your debit/credit card.

7. Please note that NO REFUND or other discount will be given where the horsebox is returned early.

8. The horsebox should be returned with its fuel tank full of fuel. In the event that the horsebox's fuel tank is not returned full you hereby authorise us to fill the tank on your behalf and deduct the cost there after from your debit/credit card, additionally being charged a £10.00 fee for our time in replacing the fuel for you. (This charge is in the minimum £25 deduction made if fuel is lower than a full tank)

9. If your horse/pony will not load and the horsebox is returned early, there will be no refund, so please check before your horse/pony will load and travel calmly and safely.

Insurance

1. Equine Transport UK Horse Box Hire will insure and keep the horsebox insured under a fully comprehensive policy against loss or damage to its full replacement value (with an excess of £750.00) for the period of your hire and there will be no additional charges where your use of the horsebox is to be restricted to England, Wales and Scotland.

2. Only those persons named as drivers on the hire proposal form may drive our vehicles in accordance with our insurance terms.

3. Please note that the use of the horsebox beyond the agreed period of hire is not covered by the above insurance policy and you hereby agree to protect us against all claims liability damages losses costs and expenses including legal fees on a full indemnity basis, suffered or incurred by or awarded against us and arising from your failure to return the horsebox on time and in accordance with these terms.

4. You shall remain solely responsible for insuring and keeping insured all personal goods and possessions that do not belong to us or are otherwise provided by us at the commencement of hire (including all equine animals and such other animals that we consent to being carried in the horsebox and the transportation of the same) under an appropriate insurance policy with suitable cover and with a reputable insurer. Such insurance should include cover against the risk of loss or damage by fire, theft, accident and other risks. We would also advise you to take out appropriate holiday insurance.

5. In no event shall we be responsible to you for any loss or damage or injury to personal goods or possessions equine animals and other animals or yourselves and you hereby agree to protect us against any loss, damage or injury to the horsebox (and any of its contents) in so far as it is not covered by a policy of insurance.

6. You shall not use or allow the horsebox to be used for any purpose not permitted by the terms of the above policies of insurance or do or allow to be done any act or thing whereby such insurance may be

invalidated.

7. In case of an accident:

In the event of an accident that results in damage to the horsebox YOU MUST:

- (a) Notify us of the accident or of any event within 24 hours after the accident.
- (b) The driver of the vehicle must complete and deliver to us the relevant

accident report within 24 hours after the accident.

(c) No admission of liability is to be made to any person in relation to such accident.

(d) Any summons or other document relating to any proceedings arising out of such accident is forthwith delivered to us.

(e) All assistance is rendered to us and our insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing committing such proceedings to be brought by us in the name of you and defending any proceedings brought against us.

(f) You shall immediately upon demand fully and effectually protect us against all losses, liabilities, costs, actions, claims or demands which we may incur or made against us in relation to the horsebox whilst in the clients use. Which are not recoverable under the policy of our insurance.

(g) The names and addresses of all witnesses MUST be collected and given to us also on demand.

Overseas travel

1. We can arrange a separate quotation for overseas travel on a case by case basis.

2. We can also offer European cover at an additional cost...

Our Liability to you

3. We make no promises, whether express or implied, in relation to the accuracy of information supplied by us and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

4. Nothing in these terms shall restrict our liability to you for:

- (a) death or personal injury caused by our negligence
- (b) liability for defective products under the Consumer Protection Act 1987
- (c) fraudulent misrepresentation

5. In no event shall we be liable to you for any damages, including any lost profits or prize funds, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the hire services even if we have been advised of the possibility of such damages.

6. We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of our obligations in relation to the hire services if the delay or failure was due to your breach of these terms or any cause beyond our reasonable control. For example, matters beyond our reasonable control would include (but would not be limited to):

- your failure to provide us with payment when properly due in respect of the hire services in accordance with these terms.
- your failure to provide us with valid and appropriate licence consents, permissions, membership and any other qualifications required for the use of the horsebox.
- your failure to provide us with incorrect or incomplete information.

7. In no event shall we be liable to you for any additional and/or consequential losses, expenses or costs incurred as a result of you agreeing to accept a replacement vehicle and/or horsebox in accordance with these terms. For example this would include (but would not be limited to) matters such as additional ferry charges or

road tolls arising from a larger vehicle and/or horsebox being hired.

8. You acknowledge and agree that the limitations contained in these terms are reasonable in light of all the circumstances and you agree that we would not be able to provide the hire services on an economic basis without such limitations

Data Protection

1. We take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 1998 so that details of your order and payment are kept secure. However, unless we are negligent, we shall not be liable to you for any unauthorised access to information supplied by you.

2. We shall only use the information you provide about yourself for the purpose of fulfilling your order unless you agree otherwise. However we would like to inform you about other products and offers that may be of interest to you from time to time. If you do not want to be notified of these please advise us prior to or upon the commencement of hire. You can correct any information about you, or ask us for information about you to be deleted, by giving written notice to us at the address or e-mail address shown above.

Equine Transport UK Horsebox Hire is not responsible in any way or form, including financially for any driving offence which happened whilst you the hirer were driving/hiring the horsebox. Any offences which occurred whilst the hirer was hiring the horsebox and sent to Equine Transport UK Horsebox Hire at a later date will be forward to the hirer.

Assignment

We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these terms upon notification to you.

Should you have any questions concerning these terms you may contact Equine Transport UK Horsebox Hire at the address or facsimile

number or e-mail address shown on covering correspondence. Please do not take the horsebox from the premises if you do not agree fully to the above terms.

Please note your car may be left at your own risk at our premises during the duration of your hire

DATES OF HIRE..... NAME OF
HIRER..... DATE OF
BIRTH.....

ADDRESS.....
.....
..... TELEPHONE
NO.....

Signed Hirer
Date

Signed Equine Transport UK
Date