

## Rental Agreement – Terms & Conditions of Hire

We are Bathwick Car and Van Hire Ltd.

Bath Road Ind Est, Bath Road, Chippenham, Wiltshire, SN14 0AB 01249 461267

These terms apply, to the hire of the horsebox, that we supply to you the Hirer.

No contract shall exist between you (the Hirer) and us (the Owner) for the hire of the horsebox until we have received and accepted your order which is confirmed when providing payment for the deposit or for the full hire costs. We shall send confirmation to you in writing, either by email to the email address that you provide us, or by letter or text message. On confirmation of your order, there shall exist a binding legal contract between us that shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

The horsebox shall remain the property of the owner at all times. You have no rights to the horsebox other than as the Hirer and you shall not do, permit or cause to be done any matter or thing whereby our rights to the horsebox are or may be prejudicially affected.

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

Your booking is confirmed upon payment of the deposit of £50. This must be paid by credit or debit card. The rental must be paid in full before the horsebox will be made available to you for the hire, the balance can only be paid by card. In addition to the payment in full being received by us, we must be satisfied with your forms of identification and you must ensure that you fulfil the requirements of our insurers. The horsebox will not be released until all relevant documents have been produced in accordance with the terms and conditions. We will endeavour to ensure the horsebox is ready for collection on the date/time agreed. However, in the event of matters arising beyond our control, we will not incur any liability whatsoever if we are unable to meet the agreed time/date.

All hirers and drivers must meet the following criteria, even if they plan not to drive. They must also agree to and sign our Terms & Conditions of Hire

All hirers (and additional hirer drivers) must:

- **The hirer MUST** provide us with the DVLA access code to allow us to check their licence before commencement of hire
- be **aged between 25 & 75 years** (Insurance Deposit may be required)
- hold a **full UK or EU Licence (for the weight of the horsebox) held for at least 2 years** prior to the date of commencement of hire
- **have two years recent regular UK driving experience**
- **have no more than two Minor Motoring convictions or six penalty points in the last five years**
- **Have no non-motoring convictions (unless “spent” under the Rehabilitation of Offenders Act)**

- **not have had any insurance declined, cancelled, renewal refused, or special terms imposed**
- **not have had more than one fault accident or more than two non-fault accidents in the last three years**

Drivers having a medical condition declarable to the DVLA, must have declared it to the DVLA and the DVLA must have issued them with a licence

The following occupations are not automatically covered, and require referral to our insurance providers before we can agree to the hire of the horsebox. Where a referral is required, there is a non-refundable fee (payable in advance) of £15

- Professional Entertainment
- Professional Sportspeople / Professional Sport
- Gaming Industry
- Press of any sort
- Foreign Services Personnel unless they have held a UK/EU Licence for two years

The following will be used for Hirer/Driver identity verification purposes in conjunction with our completed proposal form/questionnaire.

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 (and the Hirer) of the horsebox. In each case the original must be provided:

- **Valid Driver's Licence.** The horsebox is permitted to be driven, subject to meeting the requirements specified, by drivers aged between 25 and 75 years of age.
- **Photo ID e.g. passport or works ID**
- **2 different proofs of address dated within the last 3 months** – i.e. Bank statement, utility bill etc.

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.

The Description and price of hire services that you order will be as shown in our quotation to you or on our website at the time when you place your order. If we find an error has been made we will inform you of the error as soon as possible and offer you the option of cancelling the order or reconfirming the booking at the correct price. If you decide to cancel a refund of any relevant payment will be made.

The Owner will provide the Hirer with the following –

- A rental agreement for the period of hire, signed by both parties to confirm agreement to all terms and conditions held within this contract
- A full tank of fuel upon commencement of hire

- Full instruction on how to operate the horsebox
- A visual inspection to highlight any damage prior to hire (to which both parties agree)
- Comprehensive vehicle insurance for the period of the hire
- Details of the 24 hour roadside rescue for both the vehicle and horse

The Horsebox is only for **Personal and Leisure Purposes**.

**Hire & Reward is not permitted** and your signature confirms that you will only be using our vehicle for this sole purpose.

- All equine animals to be carried by the horsebox **MUST** travel with passports, and it is the sole responsibility of the hirer to conform to this law.
- Any unbroken adults/youngsters/foals (unless travelling with their mare) are not permitted to be carried in the horsebox without the express permission of the owner (permission **MUST** be requested beforehand)
- **Dogs** are allowed to travel in the horsebox, however any damage incurred will be chargeable.
- **No animals other than horses** are to be carried in the lorry without the express permission of the Owner (permission **MUST** be requested beforehand)

Any and all animals transported within the horsebox shall be carried at your risk as the Hirer, and you should have appropriate insurance cover in place.

Unless otherwise agreed in writing, the collection/return of the horsebox will be at our premises on the date(s) agreed for the beginning/end of hire. We expect the horsebox to be collected/returned between the hours of 6am & 8pm, unless otherwise agreed in advance.

If the vehicle is returned late, and we (the Owner) are not notified of the reason for late return and/or kept notified of the expected time of return, a cost of £25 per hour may be charged for every hour or part of after 8pm, or the last notified amended time of return.

**To fulfil your obligation to us**, 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.

During this hire contract, you shall:

- 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. The horsebox is supplied with a full tank of fuel and must be returned with the same.
- indemnify 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

- Ensure that you comply with all weight and load restrictions as may apply and ensure that you do not overload the horsebox, nor permit it to be overloaded. In the event of the horsebox being confiscated due to overloading, all fines, charges and loss of revenue will be charged to the Hirer.
- Ensure that all partitions and equipment are correctly used to ensure safe transportation of animals.
- Ensure animals are properly secured
- Ensure the strict 'NO SMOKING' policy is observed
- Inform us immediately of any change of address
- Immediately inform us of the whereabouts of the horsebox if at any time we request this information from you.
- Not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part possession with the horsebox or any part thereof, nor attempt or purport to do so.
- Not remove any furniture/fixtures/fittings from the horsebox.
- Not remove or interfere with any identification marks or plates affixed to the horsebox.

In respect of the condition and maintenance of horsebox, the Hirer is solely responsible for ensuring that:

- fluid levels are checked and adjusted as necessary
- the exterior, interior and upholstery of the horsebox is kept clean
- the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law
- the paintwork, body and coachwork of the horsebox is not defaced in any way
- no towing equipment or other accessories are fitted
- no alterations or modifications are made to the horsebox or any parts or part of it, mechanical or otherwise, or any of its accessories, without our prior written consent.
- 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 is borne by you
- the horsebox is kept in good repair and condition, fair tear and wear excepted where such expression is to have its ordinary and natural meaning but does not include:
  - Bodywork: dents or scratches (other than small scratches or chips), failure of colour matching where repairs have been made
  - Upholstery: stains, burns or tears in seats, headlining or carpets.
  - Mechanical: the ramp, 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.
- Damage to any glass including the windscreen.

You shall also:

- Indemnify the Owner should the Hirer incur any damages to the vehicle. The Owner will request a quotation for repair and the Hirer will be informed of the quote for the repair and will be made to pay in full.
- Immediately give notice to us of any loss or damage to the horsebox.
- Indemnify 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 in good clean order and working condition). **PLEASE NOTE that there is a £50 surcharge if the any area of the horsebox is not in a good clean condition**
- Make full payment of the value of the vehicle, the amount specified within this agreement, administration fees, loss of revenue at the daily rate, based on the company's loss of use of the vehicle and regardless of whether damages are a result of an act of God; should the client breach this agreement, illegally hire for purposes other than the transport of a horse as a pet and/or provide false information to the company, or the vehicle sustains damage due to uninsured theft, write off.

The horsebox must be kept locked and secured when unattended. The Hirer is completely responsible for the safety and security of the vehicle and its contents at all times. The vehicle must be kept locked/secured when unattended and the keys must be kept safe.

If you, the hirer, lose possession or control you must take all necessary steps at your own expense to retain and recover possession and control of the horsebox.

If the horsebox is stolen, the Hirer expressly agrees to pay the Company on demand the fair market value of replacing the vehicle, administration fees plus loss of revenue, should the client fail to secure the vehicle or misplace the keys, which results in the vehicle being stolen. The theft must be reported to the Owner immediately, and also to the police, where a crime reference number should be obtained.

**Return of the horsebox.** On termination of the hire howsoever or whenever occasioned, or on expiry of the period of hire, you shall no longer be in possession of the horsebox with our consent and shall (unless we otherwise agree) forthwith return the horsebox to us at our premises in good clean order and working condition and at your expense and risk.

Unless we otherwise agree in writing, the return of the horsebox shall be made by you (in accordance with our terms & conditions) returning it to our premises on or prior to the date/time agreed for the expiry of hire, to allow the horsebox to be prepared for the next Hirer. If the fuel tank has not been filled, or if the horsebox is not returned in accordance with our agreed terms & conditions, there will be a penalty charge of £50 which will immediately become payable to us (the Owner). In addition, if the fuel tank is not full, the cost of re-filling the tank will be added to this penalty charge.

You shall fully indemnify us against any other claims, liability, damages, losses, costs & expenses suffered or incurred by or awarded against us & arising from your failure to return the horsebox in accordance with these terms

NO REFUND or discount will be given for early return of the horsebox.

The Hirer must return the vehicle in the same condition as it was prior to the rental period. The Hirer is responsible for any repair or refurbishment costs required to return the vehicle to its condition prior to the rental as well as costs incurred by direct consequence of such repairs or refurbishment being carried out, including but not limited to loss of business due to unavailability of the vehicle. This will include damage caused by kicking, bucking, chewing, biting or pushing the vehicle or equipment supplied.

Any damage however caused by the Hirer, the Hirer's animals, representatives, family or friends will be charged to you the Hirer.

Insurance of the horsebox is provided under a fully comprehensive policy against loss or damage to its full replacement value for the period of your hire ONLY for drivers who have completed our Hirer/drive proposal form, signed the contract and agreed to the terms & conditions. A copy of the insurance policy is available upon request.

**The following excesses apply:**

- Damage excess for drivers aged 25 – 75 years old £1000
- Excess for Fire & Theft £1000
- Windscreen £1000
- Excess for theft by Hirer 20% of loss

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 including third party risks as are normally insured against in this respect.

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

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.

In the event of an accident that results in damage to the horsebox, the hirer must:-

- Not admit liability to any person in relation to the accident
- Ensure names and addresses of all witnesses are collected and passed to us (the Owner)
- Forthwith notify us of the accident and in any event immediately after the accident.

- Complete and deliver to us the relevant accident report within 24 hours of the accident.
- Forthwith deliver any writ, summons or other document relating to any proceedings arising out of such accident to us.
- Render all assistance 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.
- Forthwith upon demand fully and effectually indemnify us against all losses, liabilities, costs, actions, claims or demands which we may incur or have brought or made against us in relation to the horse box or its use and which are not recoverable under the policy of insurance.

The contract shall be subject to your *right of cancellation* (see below).

You have the right to cancel the contract at any time. Any cancellation request must be made in writing to the address given above or by email/text message to the contacts displayed on the website. Confirmation of the cancellation will be made to you. Any monies/deposit paid for the hire are not refundable if cancellation is made within 7 days of the commencement of hire period.

These terms may be changed without notice to you in relation to any future hire.