

# Wheel and Hoof Horsebox Hire Contract of Hire

## 1. Formation of the Contract

1.1 In this document "you" means the horsebox hirer, "we" and "us" means Wheel and Hoof Horsebox Hire, Field Barn Farm, Beenham Hill, Beenham, RG7 5LT

1.2 The terms and conditions in this contract shall apply to the hire of the horsebox and all services that we supply to you. We may change these terms without notice to you in relation to any future hire. By signing this contract, you acknowledge your understanding and acceptance of the terms and conditions contained within this contract.

1.3 This contract is governed by English law.

## 2. Description and price of the Hire Services

2.1 The horseboxes are subject to availability at the time of your order. If, on receipt of your order, the horsebox you have ordered is not available, we shall inform you immediately.

2.2 We shall make every effort to ensure that prices shown in our quotation or on our website are accurate at the time that you place your order. However, if an error is found, we shall inform you as soon as possible and offer you the option of either reconfirming your order at the correct price or cancelling your order. If you decide to cancel, we shall refund you any sum that has been paid by you.

## 3. Payment and Cancellations

3.1 When you make a booking, you become liable for the total hire fee associated with that booking.

Payment terms are as follows:

- a. A £25 per day non-refundable deposit is required at time of booking. No booking will be confirmed until the booking deposit has been received.
- b. The balance of the hire fee must be paid in full no later than 3 days (72 hours) before your collection date.

### 3.2 Cancellation Policy

- a. If you cancel within 24 hours of making your booking, we will refund any payments you have made, including your booking deposit, in full
- b. If you cancel your booking at least 7 days before your hire date, you can transfer your booking deposit to an alternative date, subject to horsebox availability.
- c. If you cancel your booking at least 3 days (72 hours) before your hire date, you will lose your booking deposit but we will waive or refund the balance of your hire fee.
- d. If you cancel your booking less than 3 days (72 hours) before your hire date, you will remain liable for the full cost of your hire.
- e. Each day's hire is treated as a separate booking for the purposes of any cancellation.

3.3 Please note that the horsebox will not be made available to you until we have received in cleared funds all sums due and payable to us for the hire services.

3.4 Any payment sent by post will be at your own risk. We accept no responsibility for any payment not having been received by us or where payments have been incorrectly completed by you.

3.5 If the payment of any fees by you is not made in accordance with these terms, the horsebox reserved for you at the time of your booking may be released by us for hire to any other customer. If we are unable to re-hire the horsebox to another customer, you will remain liable for the full cost of your booked hire.

3.6 The first 200 miles per day are included in the hire charge. You will be charged for any additional mileage at a rate of 30p per mile.

3.7 A deposit of £500 (or £700 for drivers aged between 22 and 25) will be taken by credit or debit card on commencement of the hire agreement, which will be refunded if the vehicle is returned clean, undamaged and in accordance with the terms of the contract.

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## 4. Collection

4.1 Unless we otherwise agree, collection of the horsebox shall be made by you at our premises on the date and at the time agreed for the commencement of hire.

4.2 The hiring of the horsebox will commence on the date and at the time on which the horsebox is to be collected by you as agreed.

4.3 We will prepare a Delivery and Acceptance Form, which will specify the details and condition of the horsebox. At the time of collection of the horsebox you will be required to sign the Form to confirm your acceptance of the horsebox. Please ensure that you have read the Form carefully and checked all specifications, inventories and any existing damage or faults before signing and thereby accepting the vehicle.

4.4 We will use all reasonable endeavours to have the horsebox available for collection on the date and at the time agreed but we shall not incur any liability whatsoever in the event of any delay arising from matters beyond our reasonable control.

4.5 The horsebox will be provided with a full tank of fuel at the commencement of hire. You must return the vehicle is returned with a full tank of fuel at the end of the hire period. If you fail to do so, we will re-fill the tank for you and charge you the cost of the fuel plus a £50 labour and administration fee. You hereby authorise us to charge all such charges against your credit card.

4.6 Prior to the release of the horsebox, you must provide us with the following forms of identification for each proposed driver of the horsebox:-

- current UK or EU driving licence including the appropriate vehicle class, held for at least 2 years, with no more than 6 penalty points.
- Passport or photo identification (if non-photocard driving licence)
- a utility bill or bank statement showing current residential address not more than 90 days old

First-time hirers will also be required to complete an Insurance Proposal form. Each driver must meet any and all conditions imposed by our insurers. For subsequent hires, we will ask you to complete a Repeat Hirers form to confirm that your details have not changed.

Please note that the horsebox will not be made available to you until all documents have been provided by you in accordance with these terms. If you cannot provide the required documentation, you will remain liable for all charges relating to your booking.

4.7 You may park your own vehicle, at your risk, free of charge at our premises for the duration of hire.

## 5. Our promise to you

5.1 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.

5.2 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.

5.3 If you have any other complaint about the hire services, you should notify us in writing at the above address.

5.4 We shall during the continuance of this hire contract:

(a) Arrange for the provision of any roadside rescue (if required)

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(b) Except where any repair or maintenance is necessitated by an accident or by any negligent use or abuse of the horsebox, we shall pay or reimburse you for any costs in respect of any necessary repairs or maintenance undertaken during the hire contract save that any such repairs or maintenance must be authorised by us before the work is commenced. We will require proof of the work having been carried out by way of original receipted invoices.

### **6 Your obligations to us**

6.1 You shall obtain, and ensure that you have all necessary documentation to legally drive our vehicles. Please note that if you did not pass your driving test before 1st January 1997 you may be restricted as to the size of horsebox that you can legally drive. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

6.2 All drivers of the horsebox must be between the ages of 22 and 75 years and must have held a full UK or EU driving licence including the appropriate vehicle class for a period of at least 2 years prior to the proposed date of commencement of hire.

6.3 You shall during the continuance of this hire contract:

6.3.1 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;

6.3.2 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;

6.3.3 Not take or allow the horsebox to be taken out of the United Kingdom mainland without receiving our prior written authority and, in the event of that authority being given, only on such terms as we deem fit;

6.3.4 Not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or any part thereof nor attempt or purport to do so;

6.3.5 Not remove or interfere with any identification marks or plates affixed to the horsebox;

6.3.6 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;

6.3.7 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 is kept clean;

6.3.8 Not carry more persons or animals than is recommended by the horsebox manufacturers 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. Protective brushing boots & tail bandages must be worn by all horses while on board our horseboxes.

6.3.9 Not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox;

6.3.10 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;

6.3.11 Keep the horsebox in good repair and condition, fair wear and tear excepted, including;

(a) Bodywork: dents or scratches (other than small scratches or chips), failure of colour matching where repairs have been made;

(b) Upholstery: stains, burns or tears in seats, headlining or carpets;

(c) Mechanical: the ramps, partitions, engine, gearbox, clutch, axles, suspension, steering and brakes not being in good working order;

(d) Electrical: lighting and all equipment not being in good working order;

(e) Tyres: uneven wear of tyres, slits in tyre walls.

6.3.12 Immediately give notice to us of any loss or damage to the horsebox;

6.3.13 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 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 credit card.

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6.3.14 Keep the horsebox adequately secured at all times (including any outdoor lockers and containers).

6.4 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.

6.5 Please note that smoking is **STRICTLY PROHIBITED** in any part of the horsebox.

6.6 You must only use the quick release ties supplied to secure a horse to the outside of the box. Do not use bailer twine or any other attachments.

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## **7. Default**

7.1 Any expense incurred by us in repossessing the horsebox or in recovering possession of the horsebox on default of delivery by you under these terms will be reimbursed by you to us on demand.

## **8. Ownership**

8.1 The horsebox shall at all times remain the property of Wheel and Hoof Horsebox Hire and you shall have no rights to the horsebox other than as hirer and you shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the horsebox are or may be prejudicially affected.

## **9. Return of the Horsebox**

9.1 Unless we otherwise agree in writing, you must return the horsebox to our premises on or prior to the date and time agreed for the expiry of the hire.

9.2 You must ensure that you return the horsebox on time 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.

9.3 In the event that you do not return the horsebox on time and in accordance with these terms:-

9.4 A penalty payment of £50 will immediately become payable to us for each hour between the agreed expiry of the hire and the actual time of return (subject to a maximum daily penalty charge of £200

9.5 The vehicle must be returned to us cleaned and swept where necessary, with all feed, bedding, rubbish, animal waste and personal belongings removed. There will be an additional charge of £50 if the horsebox is not cleaned out to our satisfaction. You hereby authorise us to charge all such charges against your credit card.

9.6 Please note that no refund or other discount will be given where the horsebox is returned early.

## **10. Insurance**

10.1 We shall insure and keep the horsebox insured (with an excess of £500 or £700 if driver aged between 22 - 25) for the period of your hire and there shall be no additional charges where your use of the horsebox is to be restricted to the United Kingdom mainland.

10.2 Only those persons named as drivers in the insurance proposal form(s) may drive the horsebox.

10.3 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 horses 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.

10.4 In no event shall we be responsible to you for any loss or damage to personal goods or possessions, horses 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. Please note that the insurance policy maintained by us in respect of the horsebox is subject to a £500 (or £700 for drivers aged between 22 and 25) excess and you hereby authorise us to charge all sums not covered by a policy of insurance to your credit card.

10.5 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. The vehicle must not be used for hire and reward.

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### 11. Our Liability to you

11.1 We make no promises, whether express or implied, in relation to the accuracy of information on our website and any material downloaded from our website is at your own risk and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

11.2 Nothing in the 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.

11.3 In no event shall we be liable to you for any damages, including any lost profits or prize funds, entry fees, 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.

11.4 Our liability in respect of damage to your tangible property shall be limited to the sum for which we carry insurance cover.

11.5 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):-

- (a) Your failure to provide us with payment when properly due in respect of the hire services in accordance with these terms;
- (b) Your failure to have valid and appropriate licences, including operators licences, consents, permissions, membership and any other qualifications required for the use of the horsebox;
- (c) Your provision to us of incorrect or incomplete information.

### 12. Indemnity

12.1 You agree to be fully responsible for 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 directly or indirectly as a result of any breach or default on your part in the discharge of your obligations under this hire contract.

### 13. Data Protection

13.1 We shall take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 2018 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.

13.2 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 would like to be notified of these please tick the box below. 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 above

13.3 Our Privacy Policy which sets out the purposes for which we intend to process your personal data is available on our website [www.wheelandhoof.co.uk](http://www.wheelandhoof.co.uk)

### 14. Assignment

14.1 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.