**HORSEBOX RENTAL CONTRACT**

This rental contract (the “**Rental Contract**”) is made between the Owner and you, the hirer of the Horsebox (the “**Hirer**”), subject to the terms and conditions set out in this Rental Contract (“**Terms**”).

**1. Definitions**

Within this Rental Contract the following words and expressions shall have the following meanings:

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| "Daily Rate" | means the daily rate used as stated on the Website and payable by you for each day or part thereof that you are late in returning the Horsebox to the Return Point; |
| "Handover Condition Report" | means the joint report undertaken by you and the Owner prior to the pick up of the Horsebox; |
| "Hirer" | means you, the hirer of the Horsebox. All references to "you" means the Hirer; |
| "Hirer Profile" | means your details to be completed by you at the time of picking up the Horsebox; |
| "Insurance" | means the fully comprehensive road risk self drive hire insurance policy to which the Horsebox will be added for the duration of the Rental Term; |
| "Motor Rental Agreement" | means the additional specific agreed terms for the rental of the Horsebox incorporating the Reservation Details, which forms part of and is incorporated in this Rental Contract, and which will be confirmed to you by return email from the Owner following the acceptance of your booking of the Horsebox through the Website; |
| "Horsebox" | means the Horsebox as is described on the Website; |
| "Owner" | means the legal owner(s) of the Horsebox; |
| "Pick Up Date" | means the date and time stated in the Motor Rental Agreement upon which the Hirer is to collect the Horsebox, the standard Pick Up Time is 19:15pm; |
| "Pick Up Location" | means the place stated on the website or subsequently supplied to the Hirer from where the Horsebox is to be collected on the Pick Up Date; |
| "Reservation Details" | means, *inter alia*, the details of the Horsebox, its Pick Up Location, the agreed hire period and Return Date, the Rental Payment due from you, the number of named drivers and travel region, all of which form part of and are incorporated into these Terms; |
| "Rental Payment" | means the payment due from you for the hire of the Horsebox in accordance with this Rental Contract and the Motor Rental Agreement; |
| "Rental Term" | means the period commencing on the Pick Up Date and ending on the date and time on which the Horsebox is returned to the Return Point; the standard return time is 18.30pm; |
| "Return Date" | means the date and time stated in the Motor Rental Agreement upon which the Hirer is to return the Horsebox to the Return Point; |
| "Return Point" | means the location stated in the Reservation Details to where the Horsebox is to be returned on the Return Date; |
| "Return Report" | means the joint report undertaken by you and the Owner prior to the return of the Horsebox; |
| "Website" | means www.hertshorseboxhire.co.uk or such website as may be used by the Owner from time to time. |

**2. Your contract with the Owner**

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| 2.1 | When confirming your booking, you will be required to confirm your acceptance of these Terms which will govern your rental of the Horsebox. Please read these Terms carefully as they are intended to be and are legally binding. If there is anything you do not understand or do not agree with, please contact the Owner. Payment of the agreed Rental Payment constitutes acceptance of these Terms. You will be required to sign a copy of this Rental Contract when picking up the Horsebox to further evidence your acceptance of their Terms. |
| 2.2 | If you decide to cancel your booking or do not arrive to collect the Horsebox on the Pick Up Date, charges may be made as are explained in these Terms. |

**3. Term**

The rental of the Horsebox is for the period from the Pick Up Date to the Return Date, unless this Rental Contract is terminated earlier by the Owner in accordance with its terms. If you fail to return the Horsebox to the Return Point on the Return Date you are in breach of these Terms and will be charged for every day or part-day after the Return Date for which you fail to return the Horsebox to the Return Point.

**4. Bookings**

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| 4.1 | To book a Horsebox you must:- |

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|  | 4.1.1 | Complete the Motor Rental Agreement and the Hirer questionnaire.  You must fit all the criteria in the Hirer questionnaire in order to be eligible to rent the Horsebox. |
|  | 4.1.2 | Complete the Hirer Profile; |
|  | 4.1.3 | Re-confirm your acceptance of these Terms by signing a copy of this Rental Contract; |
|  | 4.1.4 | Authorise online payment of the Rental Payment by BACS. **Cash payments are not accepted, nor are payments by cheque.** |

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| 4.2 | The Owner will then confirm your booking by return email to the email address stated at the time of booking whereupon this Rental Contract (incorporating the Motor Rental Agreement) between the Owner and you is established. |

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| 4.3 | Payment of the Rental Payment should be made as follows:- |

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|  | 4.3.1 | As soon as a booking is confirmed by the Owner as described in clause 4.2, the booking must be paid for in full via the methods mentioned above in clause 4.1.4. Bank details will be given at the time the booking is confirmed. |
|  | 4.3.2 | All funds constituting the Rental Payment must be from a traceable source and must be cleared before the Horsebox is released for rental to the Hirer. |
|  | 4.3.3 | All amounts due under this Rental Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). |
|  | 4.3.4 | The Rental Payment is exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by you at the rate and in the manner from time to time prescribed by law. |

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| If anyone, any or all of these payments is rejected or denied then the Owner shall be entitled to cancel the Rental Contract, and retain any payment made. |

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| 4.4 | Any documentation requested by the Owner must be provided to the Owner at the point of pick up. Both parts of a drivers’ licence and two proofs of address are required. The address given at the time of booking must match the address shown on the identification documents and proofs of address. |

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| 4.5 | In the event that these documents are not provided, are invalid or out of date or in any way do not meet the conditions required for the Rental Contract, the Owner reserves the right to cancel the Rental Contract and retain all payments made. |

**5. Your responsibilities**

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| 5.1 | You must complete a Handover Condition Report of the Horsebox with the Owner to identify the state of repair of the Horsebox and any damage prior to its pick up. |

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| 5.2 | You must look after the Horsebox and the keys to it. You must always keep the Horsebox locked securely at all times when unattended, ensuring that you use any and all security device(s) fitted to or supplied with the Horsebox. |

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| 5.3 | You must protect the Horsebox against any adverse weather conditions, which can cause damage to the Horsebox. |

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| 5.4 | You must ensure that you use the correct fuel for the Horsebox. |

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| 5.5 | You must not sell, rent or dispose of the Horsebox or any of its parts, fixtures, fittings or items added by the Owner or otherwise. |

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| 5.6 | You must not grant to anyone legal or any other rights over or in respect of the Horsebox, and you acknowledge and agree that at no time during the Rental Period or any other period whatsoever will you acquire any legal rights of ownership or otherwise in respect of the Horsebox. All rights in the Horsebox are reserved and the Horsebox shall at no time whatsoever be your property. The Horsebox shall at all times remain the property of the Owner, and you shall have no right, title or interest in or to the Horsebox (save the right to temporary possession for rental purposes and use of the Horsebox subject to the terms and conditions of this agreement) The hire of the Horsebox to you shall not give you or any other person any licence or other right whatsoever in respect of the Horsebox beyond the rights expressly set out in this Rental Contract. The Hirer shall not, other than in the exercise of its rights under this Rental Contract or applicable law, interfere with the Owner's quiet possession of the Horsebox. |

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| 5.7 | You must not let anyone work on the Horsebox without the Owner's permission. If the Owner does grant you permission to proceed with work, you will only receive a refund if you have a valid VAT receipt for the work and the works carried out have been authorised in writing by the Owner. |

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| 5.8 | You must let the Owner know as soon as you become aware of any fault in or with the Horsebox. |

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| 5.9 | You must return the Horsebox to the Return Point on the Return Date. Until the Horsebox is safely returned to the Owner you will remain responsible for the Horsebox. The Owner must inspect the Horsebox before it is handed back to them so that the Owner can ensure that they are satisfied with the condition in which it has been returned. |

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| 5.10 | You are responsible for any loss or damage to the Horsebox caused by negligence, overloading, misuse or otherwise during the Rental Period, whether or not such loss or damage was caused by you. Including ensuring what you carry in the Horsebox (horses, tack, hay, water etc..) comes in under the payload weight of 1150kg. |

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| 5.11 | You must complete a Return Report with the Owner to identify the state of repair of the Horsebox and any damage prior to its return. Any points as to the state of repair on which you disagree must be clearly identified. In the absence of such identification, you will be deemed to accept the content of the Return Report in its entirety. |

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| 5.12 | You will have to pay for costs of repair of any interior or exterior damage or loss to the Horsebox or its equipment during the Rental Period up to the value of £800. Failure to do so within 14 days of request will result in the debt being passed to our debt collection agency who will charge an additional 15% to the balance for the cost of collection. |

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| 5.14 | Before you return the Horsebox you must ensure you have not left any personal belongings in the Horsebox. The Owner is not under an obligation to return any such belongings left by you. |
| 5.15 | You shall deliver up the Horsebox at the Return Date or on earlier termination of this Rental Contract in accordance with its terms, at such address as the Owner requires, or if necessary allow the Owner or its representatives access to your premises or any premises where the Horsebox is located for the purpose of removing the Horsebox. |

**6 Towing**

You and any other driver must not use the Horsebox for towing unless you have prior written permission from the Owner to do so.

**7 The Driver**

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| 7.1 | No-one other than you and or any other driver named in the Hirer Profile may drive the Horsebox. |

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| 7.2 | No-one may drive the Horsebox unless they are aged between 22 and 75 years of age inclusive during the Rental Term. |

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| 7.3 | Every driver must hold, and have held at the Pick Up Date for at least 2 consecutive years, a valid UK/EU Driving Licence and any other license required for the class and weight of vehicle. A standard Licence is required for a 3.5t vehicle. |
| 7.4 | In order for the Owner to verify any information which you have given with regard to any part of your UK/EU Driving Licence, you expressly hereby authorise the Owner, and agree that the Owner has the right, to contact the DVLA to verify any such information. |

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| 7.5 | Every driver must have completed a Hirer's Profile before driving the Horsebox. |

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| 7.6 | You and any other driver of the Horsebox must not: |

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|  | 7.6.1 | use the Horsebox for hire or reward; |
|  | 7.6.2 | use the Horsebox for any illegal purpose; |
|  | 7.6.3 | use the Horsebox for either racing, pacemaking, testing the Horsebox's reliability and speed and or teaching someone to drive; |
|  | 7.6.4 | use the Horsebox whilst under the influence of alcohol and/or drugs; |
|  | 7.6.5 | allow dogs inside or on the Horsebox; |
|  | 7.6.6 | drive the Horsebox outside England, Scotland and Wales without the prior written agreement of the Owner. |

**8 Rental Damage Liability**

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| 8.1 | Up to £800 is payable within 14 days of request, by you, for each incident or occurrence of any damage or loss caused to the Horsebox or its equipment. |

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| 8.2 | The condition of the Horsebox upon its return will be compared against the condition of the Horsebox upon its pick up by reference to the difference, if any described in the Handover Condition Report and the Return Report. |

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| 8.3 | Should the Horsebox be returned in a worse condition than as at the Pick Up Date, then repairs, replacement or cleaning costs will be charged up to and including the full £800 **for each and every incident.** For the avoidance of doubt, two different accidents or incidents will result in a liability of £800 each. Cleaning costs may be charged in addition to a £800 repair liability per incident. |

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| 8.4 | This paragraph 8 is without prejudice to the rights of the Owner to recover from you, whether under these Terms or otherwise, any sums due in excess of £800 for each incident or occurrence of damage or loss howsoever caused to the Horsebox during the Rental Term. |

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| 8.5 | The following charges are payable by you in addition to the agreed Rental Payment as appropriate: |

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|  | 8.5.1 | Any item of stained upholstery will be charged up to and including £50.00 per item for cleaning. |
|  | 8.5.2 | A £50.00 charge will be made for a very dirty interior or exterior. |
|  | 8.5.3 | You must pay any and all fines and costs (including court costs) incurred for parking, traffic, overloading (max payload 1150kg) or other offences, congestion charges, (including any costs which arise if the Horsebox is clamped). You must pay to the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges incurred by the Owner in dealing with these matters. |
|  | 8.5.4 | You are liable for any charges arising from HMRC or Immigration Authorities seizing the Horsebox, together with a loss-of-income charge for the full period during which the Owner cannot rent out the Horsebox as a consequence. |
|  | 8.5.5 | Any published or agreed rates for delivering and collecting the Horsebox. |
|  | 8.5.6 | Interest which will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate of Royal Bank of Scotland from time to time. Such interest shall be payable by you without limiting the Owner's remedies under clause 21 |
|  | 8.5.7 | Value added tax and all other taxes on any of the charges listed above, as appropriate. |
|  | 8.5.8 | The Daily Rate for every day or part day for which you fail to return the Horsebox to the Return Point. |

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| 8.6 | You are liable to pay a minimum charge of £250 to the Owner to cover loss of earnings if the Horsebox is damaged and needs to be repaired. This amount will increase according to the level of damage and the amount of time it will take to repair the vehicle. |
| 8.7 | This Rental Contract sets forth the full extent of the Owner's obligations and liabilities in respect of the Horsebox and its hiring to the Hirer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on the Owner except as specifically stated in this Rental Contract. Any condition, warranty or other term concerning the Horsebox which might otherwise be implied into or incorporated within this Rental Contract, whether by statute, common law or otherwise, is expressly excluded. |
| 8.8 | Nothing in this Rental Contract shall exclude or in any way limit:either party's liability for death or personal injury caused by its own negligence;either party's liability for fraud or fraudulent misrepresentation; orany other liability which cannot be excluded by law. |
| 8.9 | You acknowledges that the Owner shall not be responsible for any loss of or damage to the Horsebox arising out of or in connection with any negligence, misuse, mishandling of the Horsebox or otherwise caused by you or any other driver named in the Hirer Profile, and you undertake to indemnify the Owner on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by you to comply with the terms of this Rental Contract. |

**9 Insurance**

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| 9.1 | The cost of the Insurance is included within the Rental Payment. |

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| 9.2 | Full details of the Insurance is available on request on reasonable notice from the Owner. |

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| 9.3 | Upon pick up of the Horsebox the Owner will supply you with your Motor Rental Agreement as confirmation of Insurance Cover. |

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| 9.5 | The Owner reserves the right to take action against you to recover the full cost of all loss, repairs and damage suffered by the Horsebox during the Rental Term that is not covered by Insurance. |

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| 9.6 | You shall be liable for the first £800 of each and any claim(s) made under the Insurance. This amount is payable in full within 14 days of request. |

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| 9.7 | The following are excluded from the Insurance cover: |

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|  | 9.7.1 | Damage to the windscreen and windows; |
|  | 9.7.2 | Damage to tyres caused by braking, punctures, cuts or bursts; |
|  | 9.7.3 | Mechanical, electrical, electronic, computer failures, breakdowns or breakages; |
|  | 9.7.4 | Loss of use, wear and tear, depreciation in value of the Horsebox after a claim has been made under the Insurance policy; |
|  | 9.7.5 | Claims involving fraud or deception; |
|  | 9.7.6 | Claims resulting from "taking away" incidents where the Horsebox is taken by a member of your family, household or by someone with a close personal relationship with you; |
|  | 9.7.7 | Claims resulting from anyone driving the Horsebox with or without your permission who has not been included in the Hirer's Profile; |
|  | 9.7.8 | Theft as a result of keys remaining in the Horsebox whilst unoccupied; |
|  | 9.7.9 | The first 25% of the value of any claim for loss or damage following theft or attempted theft of the Horsebox by the hirer or loss of the vehicle due to fire caused by heating or cooking appliances. This amount will be recovered directly from and be payable by the Hirer. |
|  | 9.7.10 | Loss or damage to, or theft of, radio, stereo equipment, and aerials; |
|  | 9.7.11 | Interior damage including burns to seats, carpets and other damage; |
|  | 9.7.12 | Vandalism damage of any kind to the Horsebox; and |
|  | 9.7.13 | Damage or loss of personal effects within or from the Horsebox. |

**10 Theft**

You are entirely responsible for the security of the Horsebox. You must ensure that, if the Horsebox is left unattended at any time, it is securely locked and parked in a safe, well lit location. You must take every precaution to prevent loss from or theft of the Horsebox.

**11 Fuel and oil**

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| 11.1 | A full tank of diesel is supplied with the Horsebox upon pick up of the Horsebox and you must return the Horsebox with a full tank of diesel. Any diesel shortage will be charged to you. You will be liable for all repair costs if the incorrect fuel type is used. |

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| 11.2 | You are responsible for the regular checking of oil and water levels and the use of the correct type of fluids during the Rental Term. |

**2 Cancellations**

All cancellations must be in writing or email, addressed to the Owner.

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| 12.1 | Rental Payments made are non-refundable in the event of a cancellation of a booking by you, If your cancellation is less than 48 hours prior to your hire your booking will become non-transferable and you will forfeit your booking at your own cost. If your notice of cancellation is prior to 48 hours then the owner will use reasonable endeavours on request to transfer the agreed rental day(s) subject to availability, but a transfer fee will be levied for this service please see website for details of charges. Please be aware the transfer must be within 12 months of the original booking date. **Please note** only 1 transfer per booking is permitted if a further cancellation by you is require you will forfeit this booking at your own cost and any rebooking will be at the standard hire charges as detailed on the website. www.hertshorseboxhire.co.uk |

**13 Pick up and return**

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| 13.1 | Pick Up times are negotiable, however they are generally as follows:  The Horsebox will be available for pick up from the Pick Up Location on the Pick Up Date at 19.15pm and must be returned to the Return Point by 18.30pm on the Return Date. Other times for pick up and return can be agreed directly with the Owner in advance. Any delay in returning the Horsebox will result in you being charged the Daily Rate for each day or part thereof for which you fail to return the Horsebox to the Return Point, unless agreed with the Owner. You should contact the Owner immediately if you believe you will be late for any reason. No refund is given for an early return of the Horsebox. |

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| 13.2 | You acknowledge that on pick up, the Horsebox and the contents are free from any defect or damage and complete other than as specified in the Handover Condition Report. On pick up, you are advised to check the Horsebox thoroughly before departure. It is your responsibility to ensure you allow plenty of time to record all defects prior to taking possession of the Horsebox. The breakdown or malfunction of equipment after the Horsebox has been handed over by the Owner will not be accepted as reason to abort or cancel the Rental Contract and the booking of the Horsebox. Any such fault will be rectified as soon as possible after notification. If the fault cannot be rectified within twenty four hours from the Pick Up Date, the balance of the Rental Payment will be paid to the Hirer. Where the fault relates to equipment which results in the loss of a service such as the stereo equipment, but does not affect the safety of the vehicle, there is no obligation for the Owner to refund any of the Rental Payment paid. |

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| 13.3 | Upon return of the Horsebox the Owner will check the Horsebox for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, rooflights, mirrors, doors and internal habitation equipment and complete the Return Report jointly with you. If the hirer does not advise the owner of any issues or damage that has occurred during their hire at the point of return and damage is then subsequently discovered by the owner. The owner reserves the right to contact you within 48 hours of your hire to advise of any issues or damage to the horsebox along with any relevant costs of repair. |

**14 Availability**

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| 14.1 | Every effort is made to ensure that the Horsebox reserved is available. If, due to circumstances beyond the Owner's control which could not reasonably have been foreseen or avoided at any point up until the Pick Up Date, the booked Horsebox is not available, the Owner reserves the right to refund the Rental Payment instead. |

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| 14.2 | In such circumstances as set out in paragraph 14.1 above arise, the liability of the Owner will be limited to the refund of all monies paid to the Owner by you. The Owner cannot accept responsibility or pay any compensation, costs or expenses where the performance of the Rental Contract is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond the Owner's reasonable control. These may include mechanical failure of the Horsebox, late return by previous client, accident etc. Such loss or damage includes any delays to and or restrictions to your rental of the Horsebox to which you may be subject. |
| 14.3 | The Owner shall not be in breach of this Rental Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Rental Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the Owner shall be entitled to a reasonable extension of the time for performing such obligations. |

**15 Suitable persons**

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| 15.1 | The Owner reserves the right to refuse to hand over a Horsebox to any person who, in the opinion of the Owner (acting in sole discretion), is not suitable to take charge of the Horsebox. In such cases of refusal, all payments made by the Hirer will be refunded in full, but the Owner will not have any further liability in relation to the aborted hire, nor to the person to whom hire was refused. |

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| 15.2 | The Owner reserves the right to cancel the hire if at Pick Up Date or at any time during the Rental Term it becomes apparent that any of the drivers' licence(s) are invalid or not in accordance with the Hirer's Profile. In these circumstances all payments made by the Hirer will be forfeited. It is imperative that the Hirer Profile is filled in correctly. |

**16 Damage by Stock**

All animals transported in the Horsebox must be insured for 3rd Party damages, as damage caused by animals may not be covered under the Owner’s insurance policy in respect of the Horsebox, and as such, any such damage will be claimed directly against the owner of the animal which caused the damage. **All animals being transported must have 3rd party liability insurance.** If for any reason it becomes apparent that the insurance of the owner of the animal which caused the damage does not cover the damage to the vehicle by stock or that the animals are not insured, all damage caused by the animals will be the liability of the Hirer.

**17 Smoking**

Neither you nor and any other driver of the Horsebox named in the Hirer Profile shall smoke on or in the Horsebox and you shall not allow anyone else whatsoever to smoke on or in the Horsebox . Failure to comply with the afore-mentioned provision may result in a charge for cleaning.

**18 Breakdown**

In the event of a breakdown in respect of the Horsebox, an emergency service is at your disposal, this is included in the Rental Price. The cost of recovering a lorry and horses can run into thousands and you will be liable to return the Horsebox to the Owner’s location. If you do not, the Owner is entitled to seek damages for the cost of recovering the vehicle themselves. For the avoidance of doubt, under the breakdown cover, the Hirer will be entitled to the recovery of the vehicle and the horses to ONE location each. **We strongly recommend horses are recovered to their home yard and the lorry returned to either the owner or a garage of the owner’s choice. Secondary transport of either the horses or the vehicle will be at the expense of the Hirer.**

**Please Note the recovery company require to see sight of the passports of the horse(s) on board if alternative transport is required. They have the right to refuse recovery if this is not complied with.**

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| 18.1 | You are authorised to spend up to and including £50.00 on minor component replacements such as bulbs, hoses and belts. The cost will be refunded to you on the submission to the Owner of a valid VAT receipt. You are not authorised to carry out work or request others to carry out work on faults or repairs in respect of the Horsebox. |

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| 18.2 | For faults and repairs over and above the £50.00 threshold (including damage to windscreens and tyres), in the first instance call the Owner to agree action. The Owner is not responsible for any consequential expenses or additional costs incurred by, for example, hiring alternative vehicles, late arrival, missed ferries, additional accommodation, travel expenses or any third party claims in connection with a breakdown or accident in respect of the Horsebox. |

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| 18.3 | You will bear all costs of breakdown or repair in circumstances where the incident is the result of negligence on your part, for example by running out of fuel, filling a tank with the wrong fuel, locking keys inside the Horsebox or losing keys. Any damage to the vehicle incurred during the recovery of the vehicle under any circumstances will remain the responsibility of the Hirer unless liability for the damage is accepted by the recovery company. The return of the vehicle to the Owner in the same condition as described in the Handover Condition Report remains the responsibility of the Hirer until the Horsebox has been returned to the Owner and checked against the Handover Condition Report. |

**19 Accident**

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| 19.1 | In the event of an accident and horses are on board the hirer is responsible for any costs incurred to rescue the animals. The breakdown and recovery service does not cover you in the event of an accident only in a breakdown situation. However, collection of the horses from the accident site can be arranged but the cost of this service falls directly to the hirer. No responsibility is or can be accepted by the Owner for any loss or damage or expense which occurs as a result of any accident in respect of the Horsebox. |

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| 19.2 | If you have been involved in an accident please contact the owner as soon as possible, in respect of the Horsebox you must not admit responsibility. You should obtain the names and addresses of all involved, including witnesses. You should also make the Horsebox secure, contact the police immediately if anyone is injured or if there is any disagreement regarding who is responsible. |

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| 19.3 | It will also be necessary for you to prepare an accident report (provided in glove box) and send copies to the Owner. |

**20 Disclosure of Information**

If you break any of the terms of the Rental Contract, we will make available the information you have provided to the insurance company, credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisations. We are also entitled to pass this information on to the British Vehicle Rental and Leasing Association (BVRLA). In line with the Data Protection Act 1998 and 2018.

**Data Protection** – We shall take all reasonable care to ensure that we comply with our obligations under the data protection act 1998 so that your details and payment information are secure. However, unless we are negligent, we shall not be liable to you for any unauthorised access to any information supplied by you. Please be advised in line with the owner’s insurance policy hirers data will be kept on file for 1 year and will then be appropriately destroyed.

**21 Ending the Rental Contract**

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| 21.1 | Without affecting any other right or remedy available to it, the Owner is entitled unilaterally to terminate immediately the Rental Contract by notice in writing to you if:- |

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|  | 21.1.1 | any of these Terms are breached by you; or |
|  | 21.1.2 | you fail to pay any amount due under this Rental Contract on the due date for payment; or |
|  | 21.2.3 | you repeatedly breach any of the terms of this Rental Contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with it having the intention or ability to give effect to the terms of this Rental Contract; |
|  | 21.1.4 | you fail to remedy any breach having been requested to do so by the Owner; or |
|  | 21.1.5 | you die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation; |
|  | 21.1.6 | you are the subject of a bankruptcy petition or order and/or you are made bankrupt; or |
|  | 21.1.7 | your creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part your assets and such attachment or process is not discharged within 14 days; or |
|  | 21.1.8 | a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or |
|  | 21.1.9 | you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors; or |
|  | 21.1.10 | you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 |

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| 21.2 | If the Owner ends the Rental Contract it will not affect the Owner’s right to receive any money accrued and owed to the Owner under the Rental Contract, including under these Terms. At any time after the Owner has terminated the Rental Contract in accordance with this clause 21 or if you fail to return the Horsebox upon the Return Date the Owner is entitled to repossess the Horsebox and charge you for doing so. |
| 21.2 | Termination or expiry of this Rental Contract shall not affect any rights, remedies, obligations or liabilities of the parties to it that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Rental Contract which existed at or before the date of termination or expiry. |
| 21.3 | Upon termination of this Rental Contract, however caused, without prejudice to any other rights or remedies of the Owner, the Hirer shall pay on demand all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 8.5.6, and any costs and expenses incurred by the Owner in recovering the Horsebox and/or collecting any sums due under this Rental Contract (including any storage, insurance, repair, transport, legal and remarketing costs). |
| 21.4 | Upon termination of this Rental Contract, however caused, the Owner’s consent to the Hirer’s possession and/or rental of the Horsebox shall terminate and the Owner may, without notice and at the Hirer’s expense, retake possession of the Horsebox and for this purpose may enter any premises at which the Horsebox is located. |

**22 General**

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| 22.1 | The Motor Rental Agreement and Reservation Details set out the entire agreement between the parties hereto relating to the rental of the Horsebox. You confirm that in entering into the Rental Contract you have not relied upon any warranty or representation of the Owner not set out in these Terms. |
| 22.2 | This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. |

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| 22.3 | These Terms are not intended to nor do they confer any right or entitlement on any third party who is not a party to these Terms whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. |
| 22.4 | This Rental Contract is personal to the parties to it and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Rental Contract. |
| 22.5 | No variation of this Rental Contract shall be effective unless it is in writing signed by both parties or by email where both parties have expressly confirmed their acceptance of the amended terms by return email to the other party. |
| 22.6 | Nothing in this Rental Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties to it, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party hereto confirms it is acting on its own behalf and not for the benefit of any other person. |
| 22.7 | No failure or delay by a party to this Rental Contract to exercise any right or remedy provided under this Rental Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. |
| 22.8 | If any provision or part-provision of this Rental Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Rental Contract. |

**23 Jurisdiction**

These Terms are governed in all respects under the laws of England and Wales and the parties to this Rental Contract submit to the exclusive jurisdiction of the courts of England and Wales.

This Rental Contract has been entered into between the parties stated on the Handover Checklist and Condition Report and all parties have signed below agreeing to the terms of hire.

**Owner Signature** ……………………………………………

**(Herts Horsebox Hire)**

**Primary Hirer Signature**…………………………………… Date:……………………………

PRINT NAME:

**Second Hirer Signature**……………………………………. Date:…………………………….

PRINT NAME: