

# **Gallop and Go horse transport LTD**

## **T&C**

These terms and conditions apply to the hire of the horsebox from Gallop and Go horse transport Ltd .By hiring a vehicle from Gallop and Go horse transport Ltd the hirer agrees to be bound by these Terms and Conditions.

### 1. The Driver

1a – No one other than the named hirer or another named driver may drive the horsebox.

1b – The horsebox may only be driven by persons aged between 22-75 years old.

1c – Drivers must not have any mental or physical infirmity, unless such a condition has been declared to and accepted by the DVLA, not have had any insurance declined, cancelled, renewal refused or special terms imposed, have had no more than one fault driving accident in the last 3 years, nor had their licence suspended for any period within the last 3 years.

1d – Drivers must not have any more than 2 convictions with a maximum of 3 points per conviction, nor had one driving conviction attracting 6 points or more for that one conviction. Drivers must not have obtained a BA, DD, UT conviction.

1e – Each named driver must hold a valid up to date driver's licence for 3 consecutive years prior to the collection date.

1f – You and any other driver of the horsebox must not:

- Use the horsebox for hire or reward.
- Use the horsebox for any illegal purpose.
- Use the horsebox for either racing, pace making, testing the horsebox's reliability and speed and or teaching someone to drive.
- Use the horsebox whilst under the influence of alcohol and/or drugs.
- Drive the horsebox outside England, Scotland and Wales, unless you have requested this in your booking request and there has been prior agreement.

1g – Smoking is not permitted in the horsebox.

1h – The hirer is not to tie haynets to the external rings on the horsebox.

### 2. Responsibilities of the Hirer

2a – You must look after the horsebox and the keys. The horsebox should always be locked securely when unattended, ensuring that you use the security devices fitted to the horsebox. You must always keep the keys with you. You must take every precaution to prevent loss of or theft of the horsebox.

2b – You must protect the horsebox against any adverse weather conditions which may cause damage to the horsebox.

2c – The horsebox runs on DEISEL. You must ensure that you use the correct fuel for the horsebox (we will require your diesel receipt when the horsebox is returned so please make sure to get one

2d – You must not sell, rent or dispose of the horsebox or any of its parts, fixtures, fittings or items belonging to the horsebox and Gallop and Go horse transport Ltd

- 2e – You must let Gallop and Go horse transport Ltd know as soon as you become aware of any fault with the horsebox.
- 2f – You must return the horsebox to the return point on the return date. Until the horsebox is safely returned to Gallop and Go horse transport Ltd you will remain responsible for the horsebox. Gallop and Go horse transport Ltd will inspect the horsebox before it is handed back to them to ensure that they are satisfied with the condition in which it has been returned.
- 2g – You are responsible for any loss or damage to the horsebox caused by negligence, misuse or otherwise, whether such loss or damage was caused by you or not.
- 2h – You must complete a Return Report with Gallop and Go horse transport Ltd identify the state of repair of the horsebox and any damage upon 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.
- 2i – You will be responsible for paying for the costs of repair of any interior or exterior damage or loss to the horsebox or its equipment.
- 2j – All personal belongings must be removed from the horsebox prior to return. Gallop and Go horse transport Ltd is under no obligation to return any such belongings left by you and is not responsible for loss of any belongings.
- 2k – The horsebox is not able to carry more than 3 people. It is the hirer's responsibility to ensure no extra people travel in the horsebox.
- 2l – The hirer must comply with the legal load and weight regulations. You can only be sure you are not overweight by using a weighbridge, Gallop and Go horse transport Ltd is not responsible if you overload the horsebox. Should the horsebox be confiscated due to overloading all fines, charges and lost revenue will be charged to the hirer.
- 2m – It is the sole responsibility of the hirer to ensure that horses travel with passports.

### 3. Damage and Damage Deposit

- 3a – A damage deposit of £200 will be taken via cash or bank transfer on collection of the horsebox to cover any minor damage or loss caused to the horsebox or its equipment, and any extra charges accrued.
- 3b – The condition of the horsebox upon its return will be compared against the condition of the horsebox at collection. Provided the horsebox is returned to the return point on the return date in the same condition as at collection, with a clean interior (including horse and groom area), and there are no extra charges accrued, the damage deposit will be released within 72 hours.
- 3c – Should the horsebox be returned damaged or missing equipment, then repairs, replacement or cleaning costs will be charged against the damage deposit. This may be up to and including the full £200, which is at the discretion of Gallop and go
- 3d – Should the horsebox be returned damaged or missing equipment and the repairs, replacement or cleaning costs total more than £200, then the customer will be charged the actual amount incurred. This will be separately invoiced to the hirer by Gallop and Go and must be paid within 14 days.

3e – In the event of significant damage to the horsebox which necessitates Gallop and Go submitting a claim via insurance, the hirer will be liable for paying the full amount of the insurance policy excess which is £500. This will be separately invoiced to the hirer by Gallop and Go and must be paid within 14 days.

3f – The hirer is responsible for paying any fines and costs incurred for parking (including wheel clamping), traffic, congestion charges or other offences. You must pay the appropriate authority any fines and costs when the authority demands this payment. If you do not, you will be responsible for paying any costs and administration charges incurred by Gallop and Go in dealing with these matters. Any fines incurred and not apparent until a later date will be forwarded to the hirer (such as speeding tickets)..

3g- any extra charges occurred during the hire will automatically be taken from your damage deposit extra charges are listed below

late fee -£10 per hour

Cleaning fee -£25

Returning the horse box without diesel -£20 plus the diesel charge on top

#### 4. Insurance

4a – Insurance of the horsebox is for the period from collection to return of the horsebox and is arranged by Gallop and Go horse transport Ltd, the cost of which is included in the booking fee.

4b –Gallop and Go horse transport Ltd reserves the right to take action against the hirer to recover the full cost of all loss, repairs and damage suffered by the horsebox during the rental term, which are not covered by insurance.

#### 5. Fuel, Oil and Water

5a – The horsebox runs on DIESEL. The fuel tank will be full when you collect the horsebox, and the hirer must return the Gallop and GO horse transport with a full tank. Returning without a full tank will incur a £20 charge in addition to the price of the fuel required to fill the tank.

5b – 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.

#### 6. Mileage

6a – The horsebox daily mileage allowance is 200 miles; any distance thereafter will incur a charge of 35p per mile.

#### 7. Cancellations

7a – Gallop and Go horse transport Ltd will offer a date change for bookings cancelled more than 14 days in advance however deposits are non refundable

7b – Cancellations made less than 14 days in advance of the collection date will not be refunded.

7c –Gallop and Go horse transport Ltd reserves the right to cancel the hire if at collection, or at any time during the rental term, it becomes apparent that any of the drivers' license(s) are invalid or not in accordance with the booking information. In these circumstances, all payments made by the hirer will be forfeited.

7d – Gallop and Go horse transport Ltd reserves the right to refuse to hand over the horsebox to any person who, in the reasonable opinion of the Gallop and Go horse transport Ltd, 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.

#### 8. Collection, Availability and Return of the Horsebox

8a – The horsebox will be available for collection from Gallop and Go horse transport Ltd at 07:00 on the rental date and must be returned to Gallop and Go horse transport Ltd at the date and time specified at booking.

- Full day hire: Collect the box at 07:00 and return by 19:00. No partial refunds will be given for returning the box early. Late return without prior arrangement will be charged at £10 per hour

- Half day hire (Monday to Friday only): Collect the box at 07:00 and return by 12:00 or collect at 13:00 and return by 19:00. Late return without prior arrangement will be charged at £10 per hour.

8b – At collection, the hirer acknowledges the horsebox and its contents are free from any defect or damage and fit for purpose. You are advised to check the horsebox thoroughly before departure.

8c - Upon return of the horsebox Gallop and Go horse transport Ltd will check the vehicle for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors and will complete the return inspection jointly with you.

8d – The horsebox must be swept out thoroughly before it is returned, failure to do so will result in a £25 cleaning fee.

8e – Every effort will be made to ensure that the horsebox will be available on collection day. If, due to circumstances beyond Gallop and Go horse transport Ltd control, which could not reasonably have been foreseen or avoided, and Gallop and Go horse transport Ltd is unable to provide rental of the horsebox, all payments made by the hirer will be repaid in full.

8f – In the event of any of those listed in 8e, Gallop and Go horse transport Ltd cannot be held liable for delays, curtailment of journey or other incidental costs to the hirer.

#### 9. Breakdown

9a - In the event of a breakdown or an accident, Gallop and Go horse transport Ltd has arranged nationwide breakdown assistance who will attempt to fix the vehicle at the roadside. If roadside repairs are not possible, the hirer's horse(s) will be recovered by a professional horse transporter to any UK destination. If it's late at night and too far to travel home, overnight accommodation for the hirer, passengers and horse(s) will be secured along with onward transport in the morning.

9b – Gallop and Go horse transport Ltd cannot be held liable for delays, curtailment of journey or other incidental costs.

9c – The hirer will bear all costs of breakdown or repair in circumstances where the incident is as a 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 the keys.

10. Accident

10a – Gallop and Go horse transport LTd will not accept responsibility for any loss, damage or expense which occurs as a result of an accident.

10b – If you have been involved in an accident you must not admit responsibility. You should obtain the names and addresses of all involved, including witnesses. Take photographs as evidence where possible. You should also make the horsebox secure, contact emergency services immediately if anyone is injured or if there is any disagreement regarding who is responsible. You must also contact the Gallop and Go horse transport LTd as soon as possible.

By signing below you agree to these terms and conditions and agree to abide by them upon rental of the horse box from Gallop and Go horse transport Ltd

Signature ..... Date..... Print Name

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Date Horsebox Rented ..... Type of Hire

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Horsebox registration ..... Time collected

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Expected Return Time .....