

# Medway Horsebox Hire Ltd



## Hire Terms and Conditions

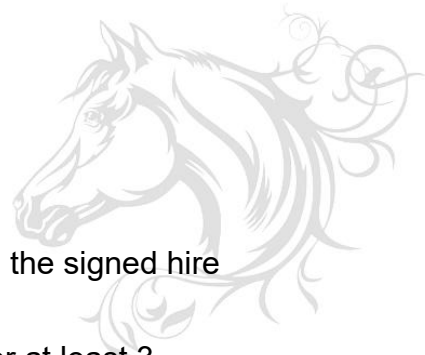
### Definitions

- (i) "The Company" means "Medway Horsebox Hire Ltd"
- (ii) "The hirer" means the person or persons named on the hire agreement who are hiring the horsebox
- (iii) "The horsebox" means the vehicle specified in the hire agreement, including all accessories, fixtures and fittings.
- (iv) "Hire period" means "the agreed dates and times of hire as specified in the agreement"
- (v) "Agreement" means "the contract between the "Company" and the "Hirer" for the hire of the horsebox, which include these terms and conditions".

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## **1. Eligibility to Hire**

- The horsebox may only be driven by the person(s) named on the signed hire agreement.
- Hirers must be aged 22 to 75, hold a full UK driving licence for at least 3 years, and have no more than 6 penalty points.
- The following documents are required before hire:
  - Photocard driving licence and DVLA access code
  - Two proofs of address (dated within 90 days)
  - Completed insurance documents, signed "Hire agreement".

### **1.1 Driver Consent to Licence Checks**

By signing this hire agreement, the hirer gives explicit consent for Medway Horsebox Hire Ltd to:

- Conduct a licence validity check using the DVLA share code provided.
- Verify driving endorsements and penalty points.
- Retain this information for up to 12 months for insurance and audit purposes, unless required longer by law.

The hirer acknowledges that failure to provide accurate and up-to-date information may result in cancellation of the hire.

## **2. Use of the Horsebox**

- The horsebox must not be:
  - Used for hire or reward.
  - Driven outside England, Scotland, or Wales.
  - Used for racing, testing speed/reliability, teaching others to drive, or illegal activities.
  - Driven under the influence of alcohol or drugs.
- The horsebox carries a maximum of 3 people.
- Legal weight limits must be observed. Payload is 1100kg (includes fuel, passengers, tack, equipment and horses).
- Horses must travel with passports (a legal requirement).

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### **3. Responsibilities of the Hirer**

- Keep the horsebox locked and secure when unattended.
- Use the correct fuel (**DIESEL**). Costs of incorrect fuelling are your responsibility.
- Do not modify, repair, or allow repairs to the horsebox without written permission from Medway Horsebox Hire Ltd.
- Any fixtures or fittings, or any items belonging to the horsebox, including the horsebox itself must be adequately protected from any adverse weather that may cause damage.
- Inform Medway Horsebox Hire Ltd immediately of any faults or breakdowns.
- Return the horsebox on the agreed date/time to the agreed location.
- Complete pre- and post-hire vehicle check sheets.
- Remove all personal belongings upon return (we are not responsible for items left behind).

#### **3.1 Responsibilities of the Hirer – Tolls, Congestion, and Emission Charges**

- The Hirer is fully responsible for the payment of all toll charges, congestion charges, Low Emission Zone (LEZ) charges, Ultra Low Emission Zone (ULEZ) charges, and any similar charges incurred during the hire period.
- It is the Hirer's responsibility to ensure all such charges are paid promptly and in full.
- Where these charges are unpaid or outstanding at the end of the hire period, the Company reserves the right to deduct the total amount (including any associated fines, penalties, or administrative fees) from the Hirer's deposit.
- Proof of such charges and deductions will be provided to the Hirer upon request.
- The Hirer acknowledges and agrees to these potential deductions as a condition of the hire agreement

### **4. Damage Deposit & Charges**

- A "Vehicle Return Checklist" will be completed upon return of the vehicle with "Medway Horsebox Hire Ltd" and the hirer. Any disrepair in which the hirer should disagree with, must be stated and reported during people
- inspection.
- A refundable damage deposit is required:

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- £500 (standard)
  - £700 (for hirers aged 22–24)
- The deposit covers any damage, cleaning fees, or other charges.
- Provided the horsebox is returned clean, undamaged and on time, the deposit will be refunded within 72 hours.
- Cleaning fee (if required): £35.
- Hourly late return charge: £15 per hour will be charged on the designated day of return
- Smoking is strictly prohibited inside the horsebox and will incur charges under damage.
- The hirer will be liable to pay the “Daily Rate” for every day or part day the horsebox is not returned.
- Excess mileage: 35p per mile (over 200 miles full day / 100 miles half day).

## 5. Insurance

- Insurance is included in your hire fee.
- You are liable for the first £500 (£700 if under 25) of any insurance claim.
- Insurance exclusions (not covered):
  - Windscreen/windows damage
  - Tyre damage (punctures/cuts)
  - Mechanical/electronic failures
  - Vandalism and interior damage
  - Loss/theft of personal belongings and radio/audio equipment
  - Theft due to keys left inside the horsebox
  - Unauthorised drivers

### 5.1 Negligence invalidating Insurance

- If the Horsebox is stolen, lost, damaged or otherwise devalued to “Medway Horsebox Hire Ltd”; as a result of negligence – including but not limited to leaving the keys in or on the vehicle or failing to secure the horsebox properly- and the insurance policy is consequently invalidated, the hirer will be fully liable for all costs associated with the loss. This includes, but is not limited to, the full replacement value of the horsebox, any associated losses, and all related recovery or legal costs.

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## **6. Fines and Legal Liability**

- You are responsible for all fines (parking, speeding, congestion, etc.) and costs incurred during hire.
- You are liable for costs arising from HMRC or Border Force seizure of the horsebox.
- You are responsible for costs if the horsebox is overloaded.

## **7. Fuel, Oil and Water**

- The horsebox is supplied with a full tank of diesel and must be returned full.
- Regularly check oil and water levels.
- Do not let fuel fall below 1/4 tank to avoid damage (you will be charged for related breakdowns).
- Transporting fuel-powered generators is not permitted.

## **8. Cancellations**

- Cancellations must be in writing.
- 50% of the hire fee (the deposit) is non-refundable.

## **9. Pick-Up and Return**

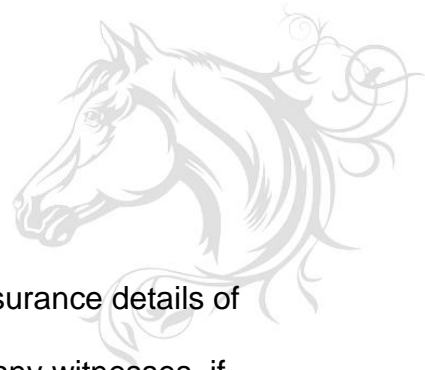
- Full day hire: 7am–7pm.
- Half day hire (weekdays only): 7am–12:30pm or 1:30pm–7pm.
- Early pick-up requests may be accommodated but are not guaranteed.
- You must check the horsebox at pick-up and return, and sign the vehicle check sheet

## **10. Breakdown and Accidents**

- Emergency breakdown service is included (horse recovery charges are your responsibility). ( Does include horse recovery – review this )
- You are responsible for breakdowns caused by negligence (e.g., wrong fuel, running out of fuel, lost keys).
- In an accident:
  - Do not admit liability.

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- Gather Evidence and Information  
Ensure you collect the following details:
  - 1) Names, addresses, contact information, and insurance details of all parties involved in the incident.
  - 2) Names, addresses, and contact information of any witnesses, if available.
  - 3) Photographs of all vehicles from multiple angles, including clear images of license plates.
- Contact police (if injury/dispute) and Medway Horsebox Hire Ltd immediately.

## ***11. Theft and Security***

- Always lock the horsebox and park in a safe location.
- You are responsible for theft or loss caused by lack of care.

## ***12. Right of Inspection and Recovery***

- We reserve the right to inspect the horsebox at any given time during the hire period. If we have reasonable grounds to believe the terms of this agreement are being breached, we may recover the horsebox without prior notice, and all hire charges will remain payable.

## ***13. Termination and Legal***

- Medway Horsebox Hire Ltd can refuse and terminate hire at any point within the hiring term if documents are invalid or terms are breached (no refund).
- You may not sub- hire, rent, sell, or otherwise dispose of any fixtures, fittings items belonging to the horsebox, or the horse box itself. Any breach of this condition will result in immediate termination, and you will be liable for any costs associated, losses, and legal action necessary to recover the property.
- Hire may be terminated, and the horsebox repossessed if terms are breached or the hirer is made bankrupt.
- English law applies and disputes will be handled by English courts.

## ***14. Non- Availability***

- While every effort is made to ensure the horsebox is available for hire as agreed, in the event the horsebox is unavailable due to circumstances beyond our control, we will refund all hire charges paid by the hirer. Our liability will be limited to the refund of the hire charges only, and we shall not be liable for any indirect or consequential losses incurred by the hirer as a result of the cancellation.

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## 15. Breach of Agreement

- If you breach the terms and conditions of the hire agreement, we reserve the right to disclose any information you have provided to us to credit reference agencies, the Driver and Vehicle Licensing agency ( DVLA), debt recovery agencies, and any other relevant authorities or organisations. We are also entitled to share this information with the British Vehicle Rental and Leasing Association ( BVRLA), who may, in turn disclose it to their members for the purposes permitted under the Data Protection Act.

## 16. Data protection and GDPR

We are committed to protecting your personal data and handling it in accordance with the UK General Data Protection Regulation ( UK GDPR ) and the Data protection Act 2018. We collect, process and store your personal information solely for the purpose of the administering your hire agreement, managing our business operations, and complying with our legal obligations.

Your information may be shared with third parties where necessary to enforce the hire agreement, recover debts, prevent fraud, comply with legal requirement, or as otherwise permitted by law. These Third parties may include but are not limited to, Credit Reference Agencies, insurance companies, legal representations, law enforcement authorities, the Driver and Vehicle licensing Agency, British Vehicle Rental and Leasing Association.

We will retain your personal data only for as long as necessary to fulfil the purposes outlined above or as required by law. You have the right access, correct and to object to or restrict it processing, subject to certain legal exceptions.

For further details on how we process your personal data and your rights, please refer to our Privacy Policy, which is available upon request.

## 17. Variation of Terms

- No variation or amendments to this agreement shall be valid unless made in writing and signed by both parties.

### Declaration

By signing below, you confirm that you have read, understood, and agree to abide by the terms and conditions of this agreement, and that you have also read and understood our Health and Safety Policy.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Surname \_\_\_\_\_

Date \_\_\_\_\_

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