

Shropshire Horse Box Hire  
Penhaligon Stud  
Norbury  
Bishops Castle  
SY9 5DU

P -07802 668778  
E- shropshirehorseboxhire.uk

## The Driver

- A. No one other than you and or any other driver named in the Rental Agreement may drive the Horsebox.
- B. No one may drive the Horsebox unless they are aged between 23 and 75 years of age inclusive during the Rental Term without prior insurers agreement.
- C. Every driver must hold and have held at the Pickup Date for at least 3 consecutive years, a valid UK Driving Licence.
- D. Every driver must have completed the Driver Profile before driving the Horsebox.
- E. You and any other driver of the Horsebox must not:
  - I. Use the Horsebox for hire or reward.
  - II. Use the Horsebox for any illegal purpose.
  - III. Use the Horsebox for either racing, pace making, testing the Horsebox 's reliability and speed and or teaching someone to drive.
  - IV. Use the Horsebox whilst under the influence of alcohol and/or drugs; or
  - V. Drive the Horsebox outside England, Scotland and Wales, unless you have requested this in your booking request.

## Requirements

- A. Complete the Rental Agreement.
- B. Complete the Driver Profile for our insurance
- C. Confirm your acceptance of these terms.
- D. Payment of deposit by direct bank transfer.
- E. Provide copies of all driver's licences.
- F. Provide copies of two utility bills.
- G. Agree to pay the Excess of £700 (reducing to £500 if over 25 years of age ) for any insurance related claim . We reserve the right to take additional security deposit for the above excess charges .
- H. Complete and sign the Rental Agreement and Handover Condition Report upon collection and return.
- J. Hire charges can be paid in advance by bank transfer or by credit / debit card on the day.

## Your Responsibilities

- A. You must complete and sign a Rental Agreement with Shropshire Horsebox Hire at collection of the Horsebox.
- B. You must complete a Handover Condition Report of the Horsebox with Shropshire Horsebox Hire to identify the state of repair of the Horsebox and any damage prior to its pickup.
- C. You must look after the Horsebox and the keys to it. You must always keep the Horsebox always locked securely when unattended, ensuring that you use all security device(s) fitted to or supplied with the Horsebox. You must always keep the keys about your person.
- D. You must protect the Horsebox against any adverse weather conditions, which may cause damage to the Horsebox.
- E. You must ensure that you use the correct fuel for the Horsebox, which is pump diesel.
- F. You must not sell, rent or dispose of the Horsebox or any of its parts, fixtures, fittings or items added by Shropshire Horsebox Hire or otherwise.
- G. You must not grant to anyone legal rights over the Horsebox.
- H. You must not let anyone work on the Horsebox without the permission of Shropshire Horse Box Hire. You will only receive a refund if you have a valid VAT receipt for the work, and the works carried out have been authorised by Shropshire Horsebox Hire Ltd.
- I. You must let Shropshire Horsebox Hire know as soon as you become aware of any fault in or with the Horsebox.
- J. You must return the Horsebox to the Return Point on the Return Date. Until the Horsebox is safely returned to Shropshire Horsebox Hire you will remain responsible for the Horsebox. The Representative of Shropshire Horsebox Hire must inspect the Horsebox before it is handed back to them so that they can ensure that they are satisfied with the condition in which it has been returned.
- K. 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.
- L. You must complete a Return Report with Shropshire Horsebox Hire to 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.
- M. You will have to pay for costs of repair of any interior or exterior damage or loss to the Horsebox or its equipment.
- N. Before you return the Horsebox you must ensure you have not left any personal belongings in the Horsebox. Shropshire Horsebox Hire is under no obligation to return any such belongings left by you.
- O. The horsebox is not to be taken out of the U.K. without prior arrangement.
- P. The horsebox is not designed to carry more than 3 people or more animals than recommended.
- Q. You must comply with the legal load and weight regulations as may apply, you can only be sure you are not overweight by using a weighbridge, Shropshire Horsebox Hire is not responsible for overloading. Should the horsebox be confiscated due to overloading all fines, charges & lost revenue will be charged to the hirer.

- R. It is the sole responsibility of the hirer to ensure that horses travel with passports.
- S. You will be responsible for any parking tickets , speeding fines , congestion charges or similar within the hire period .

## Rental Damage

- A. Agree to pay the excess on the insurance policy in the event of an insured claim
- B. The condition of the Horsebox upon its return will be compared against the condition of the Horsebox upon its pickup by reference to the difference, if any, described in the Handover Condition Report and the Return Report.
- C. Provided the Horsebox is returned to the Return Point on the Return Date in the same condition as at the Pickup Date with a clean interior and there are no other extra charges, the Rental Damage Deposit will be refunded within 7 working days of the date upon which the Horsebox is returned.
- D. Should the Horsebox be returned in a worse condition as at the Pickup Date, then repairs, replacement or cleaning costs will be charged.
- E. This paragraph is without prejudice to the rights of Shropshire Horsebox Hire to recover from you, whether under these Terms or otherwise, any sums due in excess of the Rental Damage Deposit for damage or loss howsoever caused to the Horsebox during the Rental Term.
- F. The following surcharges may be charged to you after returning the Horsebox and deducted from your deposit.

- I. Excessively dirty interior or exterior £50
- II. Ban on smoking not adhered to £50

## Insurance

- A. Insurance for the Horsebox for the period from the Pickup Date and time to the Return Date and time as stated in the Rental Agreement is arranged through Shropshire Horsebox Hire.
- B. The cost of the Insurance is included within the Rental Payment.
- C. Full details of the Insurance are available from the offices of Shropshire Horsebox Hire.
- D. Upon pick-up of the Horsebox, we will supply you with your Motor Rental Agreement as confirmation of Insurance Cover.
- E. Shropshire Horsebox Hire reserves the right to act against you 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.
- F. You shall be liable for the first £700 of each and any claim(s) made under the Insurance, reducing to £500 for driver over the age of 25 years
- G. The following are excluded from the Insurance cover:
  - I. Damage to the windscreen and windows.
  - II. Damage to tyres caused by braking, punctures, cuts or bursts.
  - III. Mechanical, electrical, electronic, computer failures, breakdowns or breakages.
  - IV. Loss of use, wear and tear, depreciation in value of the Horsebox after a claim has been made under the Insurance policy.
  - V. Claims involving fraud or deception.

- VI. 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.
- VII. Claims resulting from anyone driving the Horsebox with or without your permission who has not been included in the Hirer’s Profile.
- VIII. Theft as a result of keys remaining in the Horsebox whilst unoccupied.
- IX. Loss or damage to, or theft of, the radio, stereo equipment, or aerials.
- X. Interior damage including burns to seats, carpets and other damage.
- XI. Vandalism damage of any kind to the Horsebox.
- XII. Damage or loss of personal effects within or from the Horsebox.

### Theft

A. 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.

### Fuel, Oil and Water

- A. A full tank of fuel is supplied upon pick up of the Horsebox and you must return the Horsebox with a full tank of fuel, or you accept the charge of 50p per miles driven during the course of the hire. You will be liable for all repair costs if the incorrect fuel type is used.
- B. 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.
- C. Transporting generators that require fuel can invalidate the insurance. Therefore, generators are not permitted.

### Mileage

A. 200 miles per day allowance and 50p per mile thereafter. Pro rata for a half day is 100 miles

### Cancellations

A. All cancellations must be in writing, addressed to Shropshire Horsebox Hire and are charged as follows.

I. The Booking Deposit of £50/day is not refundable in any circumstances.

A. The Horsebox will be available for pick up from the Pickup Location on the Pickup Date and must be returned to the Return Point by appointment, on the Return Date. Any delay in returning the Horsebox will result in you being charged the Hourly Rate for each day or part thereof for which you fail to return the Horsebox to the Return Point. No refund is given for an early return of the Horsebox.

B. You acknowledge upon pick up, the rental of the Horsebox and the contents as free from any defect or damage, fit for purpose and complete other than as specified in the Handover Condition Report. On pick up, you are advised to check the Horsebox thoroughly before departure. The breakdown or malfunction of equipment after the Horsebox has been handed over by Shropshire Horsebox Hire will not be accepted as reason to abort or cancel the Rental Contract. All reasonable endeavours will be used to repair any malfunction.

C. Upon return of the Horsebox, Shropshire Horsebox Hire will check the Horsebox for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors and internal habitation equipment and complete the Return Report jointly with you.

#### Availability

A. Every effort is made to ensure that the Horsebox reserved is available. If, due to circumstances beyond Shropshire Horsebox Hire's control which could not reasonably have been foreseen or avoided at any point up until the Pickup Date, the Rental Payment will be refunded.

B. Shropshire Horsebox Hire cannot accept responsibility or pay any compensation, costs or expenses where the performance of the Rental Contract Shropshire Horsebox Hire is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond Shropshire Horsebox Hire's reasonable control. Such loss or damage includes any delays to and or restrictions to your rental to which you may be subject.

#### Suitable Persons

A. Shropshire Horsebox Hire reserves the right to refuse to hand over a Horsebox to any person who, in the reasonable opinion of the Shropshire Horsebox Hire 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 Shropshire Horsebox Hire will not have any further liability in relation to the aborted hire, nor to the person to whom hire was refused.

B. Shropshire Horsebox Hire reserve 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' license(s) are invalid or not in accordance with the Hirer's Profile. In these circumstances all payments made by the Hirer will be forfeited.

#### Smoking

A. Smoking is not permitted in the vehicle.

## Breakdown

A. In the event of a breakdown or an accident, an emergency service is at your disposal. Shropshire Horsebox Hire cannot be held liable for delays, curtailment of journey or other incidental costs.

B. 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.

## Accident

A. No responsibility is or can be accepted by the Shropshire Horsebox Hire for any loss or damage or expense which occurs as a result of any accident

B. 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 the police immediately if anyone is injured or if there is any disagreement regarding who is responsible. You must also contact the Shropshire Horsebox Hire as soon as possible.

C. It will also be necessary for you to prepare a motor accident report form (in vehicle) and send a copy to Shropshire Horsebox Hire

## Ending the Rental Contract

A. Shropshire Horsebox Hire is entitled unilaterally to terminate immediately the Rental Contract by notice in writing to you if:

I. Any of these Terms are breached by you.

II. You fail to remedy any breach having been requested to do so by Shropshire Horsebox Hire.

III. You are made bankrupt.

B. If Shropshire Horsebox Hire ends the Rental Contract it will not affect Shropshire Horsebox Hire right to receive any money owed under the Rental Contract, including under these Terms. At any time after Shropshire Horsebox Hire Ltd has terminated the Rental Contract in accordance with this clause 21 or if you fail to return the Horsebox upon the Return Date, Shropshire Horse Box Hire is entitled to repossess the Horsebox and charge you for doing so.

## General

A. These Terms, Rental Schedule and the Reservation Details set out the entire agreement relating to the rental of the Horsebox. You confirm that in entering into the Rental Agreement you have not relied upon any representation of either the Shropshire Horsebox Hire not set out in these Terms.

B. These Terms are not intended to, nor do they confer any right or entitlement on any third party whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

## Jurisdiction

A. English Law governs these terms in all respects, and you submit to the jurisdiction of the English Courts.

Agree and Sign below

Signed by the hirer to acknowledge and agree the terms and conditions listed on the 7 pages above

Print name

Dated

Revised terms and conditions. 170822