



## **Terms and Conditions of 3.5t Self Drive Horsebox Hire**

Please read these terms and conditions carefully before completing your booking. If you have any questions in relation to these terms please contact us (details on the website). You must bring a signed paper copy when collecting the hire vehicle.

### **1. Formation of the Contract**

1.1 Forge Horsebox Hire of Forge Stables, Southwell Road, Thurgarton NG14 7GP (referred to as 'The Company') provides these terms which apply to the short term hire of the horsebox (referred to as 'The Vehicle') by all Clients.

1.2 'The Client' (individual/s wishing to hire The Vehicle supplied by The Company) will be provided with the vehicle for an agreed period of time allocated at booking. At no time will the vehicle belong to or become the property of The Client.

1.3 No contract shall exist between The Company and The Client for the hire of The Vehicle until The Company have received and accepted the order. Confirmation in writing will be sent to the email address supplied at time of booking.

1.4 The Client is responsible for ensuring the accuracy of the terms of the order (including whether The Vehicle is adequate for their intended purposes) and is required to give The Company any necessary cooperation, assistance and information related to the hire of The Vehicle as may reasonably be required within a sufficient time to enable The Company to perform the contract in accordance with its terms.

1.5 The Client agrees that any claim brought by you (The Client) against us (The Company) pursuant to these terms of business shall only be brought against The Company and shall not be brought against any of its employees, partners or officers.

1.7 The Company may change these terms without notice to The Client in relation to any future hire.

1.8 The Vehicle is subject to availability at the time of your order. If on receipt of an order, The Vehicle is not available, The Company shall inform the Client immediately.

1.9 The Company shall make every effort to ensure that prices shown are accurate at the time an order is placed. However, if an error is found The Company shall inform The Client as soon as possible and offer the option of reconfirming your order at the correct price or cancelling the order and receiving a full refund.

### **2. Company Website**

2.1 The Company operate and control the website from England and make no promise that any content or any information within the website is appropriate for use in any other jurisdiction. In case of a difference between the website and these terms and conditions, these terms and conditions shall prevail.

### **3. Use of the Vehicle**

3.1 The Client agrees not to use The Vehicle for hire or reward, nor use it in violation of the law,

ordinance or regulation, or remove it from England, Scotland or Wales unless authorised by The Company in writing.

3.2 All drivers of The Vehicle must be named during the booking process. They must be between the ages of 22-75 years and must have held a full unendorsed UK or valid international driving licence for a period of at least 2 years prior to the proposed date of commencement of hire.

3.2 The Client hereby warrants the company and undertakes to The Company to supply accurate information, and shall adhere to all terms and conditions as set within this agreement. The Client shall ensure that the driver is legally able to drive The Vehicle, and is identified as a named driver under this agreement.

3.3 The Client shall ensure that The Vehicle is locked when unattended and the keys are secure. If theft occurs, The Client must immediately contact the police and The Company, to inform all parties of the circumstances, to adhere to the guidelines as detailed within the cover supplied by the insurer. Breach of this agreement will result in immediate legal action and The Client by signing this agreement shall fully indemnify the company against all losses.

3.4 The Client agrees to return The Vehicle to The Company in the same condition received, ordinary wear and tear accepted, on the due date and time as stated on the hire agreement. The Client will hire The Vehicle at the commencement of the hire period and conclude on the completion date. Any extension to the hire period must be agreed prior to the commencement of the hire agreement. The Company cannot guarantee the extension of a hire period.

3.5 The Client expressly agrees to pay The Company on demand:

- a) An excess mileage charge of 75p per mile for all journeys which exceed mileage allowances set out on the booking page of the website.
- b) Full payment of the value of The Vehicle, the amount specified within this agreement, administration fees, loss of revenue at the daily rate, based on The Company's loss of use of the vehicle, and regardless of whether damages are a result of an act of god; should The Client breach this agreement, illegally hire for purposes other than the transport of a horse as a pet, and/or provide false information to The Company or vehicle sustains damage due to uninsured theft or write off.
- c) In the event of theft, fair market value of replacing the vehicle, administration fees plus loss of revenue should the client fail to remove the immobiliser, fail to secure the vehicle, or miss place the keys which results in the vehicle being stolen. If the vehicle is stolen, the client must report the vehicle stolen immediately to the company and the police, and obtain a crime reference number.
- d) All fines, penalties and liabilities payable by The Company by virtue of The Client's use of The Vehicle 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 there to incurred by such use of The Vehicle.
- e) The cost of the repair or rectification of any damage to The Vehicle resulting from negligence or improper use of The Vehicle by you or any person who has used The Vehicle during the hire contract.
- f) The cost of the repairing all damage and neglect (whether caused by animals or otherwise) to The Vehicle or its contents arising from the breach of your obligations under these terms (including your failure to return The Vehicle or any of its contents and accessories in good clean order and working condition).

3.6 Please note that smoking is **STRICTLY PROHIBITED** in any part of The Vehicle. Failure to comply will result in a £75.00 fine.

3.7 In the case of an accident, the client shall:

- a) Notify the company immediately
- b) Ensure the driver of the vehicle completes an accident report and forwards it to the company,

detailing the exact detail of the incident with photographs, people involved and registration numbers of third parties, to include contact details.

c) Not admit liability to any person in relation to such accident

d) Forward all documents relating to the proceedings/incident and deliver them to the company

e) Assist the company and insurers with all proceedings stemming from and in connection with the incident.

f) Upon demand, fully indemnify the company against all losses, liabilities, costs, actions, claims, or demands which the company may incur in relation to the vehicle and/or horses and/or use of the vehicle which is not recoverable under the policy of insurance as held at the time by the company registered against the vehicle.

3.8. The Client is liable for all losses or damages to personal belongings or effects of any persons travelling whilst under the hire agreement.

#### **4. Payment**

4.1 Payment for the hire services must be made electronically by the DRIVER at the time of booking via the website. The hire of The Vehicle is not booked until payment has been made and all forms and information required have been satisfactorily received.

4.2 A deposit of £150.00 (electronic payment) must be made before the vehicle is released for the hire period. This will be deducted to cover minor damages (if any occur) and/or box cleaning charges, refuelling charges, and excess mileage charges (if any occur).

4.3 Before the vehicle is released a valid debit or credit card must be provided which will be used by The Vehicle insurers in the event that a claim must be made resulting from the period of hire.

4.4 Please note that The Vehicle will not be made available until The Company have received in cleared funds all sums due and payable for the hire period.

4.5 If the payment of any fees is not made in accordance with these terms The Client will be deemed to have requested the termination of the contract and will hereby acknowledge that The Vehicle reserved at the time of your order may be released for hire to any other customer without liability to The Client.

#### **5. Collection and Return**

5.1 Unless The Company otherwise agree in writing collection / return of The Vehicle shall be made by The Client. The Client will collect and return The Vehicle from/to our premises (see section 1) on the date and time agreed for the commencement / termination of hire. It is important that The Vehicle is returned on time so that it can be prepared in readiness for release to other customers.

5.2 In the event that The Client does not return The Vehicle on time, and in accordance with these terms, a penalty of £50 will immediately become payable to The Company for each hire period part thereof that The Vehicle is absent for. And The Client shall fully indemnify The Company against any other claims, liability, damages, losses, costs and expenses suffered or incurred by or awarded against us and arising from your failure to return The Vehicle in accordance with these terms.

5.3 The Company will use all reasonable endeavours to have The Vehicle available for collection on the date agreed but shall not incur any liability whatsoever in the event of any delay arising from matters beyond reasonable control.

5.4 The Vehicle will be provided with a fuel tank full of fuel at the commencement of hire. Please note The Client's obligations in respect of fuel are that The Vehicle must be returned with a full tank of fuel. Failure to comply will result in a £30 refuelling fee plus the cost of the fuel.

5.5 Prior to release of The Vehicle The Client shall be required to provide The Company with the following forms of identification in respect of each proposed driver of The Vehicle:

- a) current and valid driving license (both parts if photo license) (driver aged 22 to 75 years)
- b) utility bill or bank statement containing details of their current residential address dated in the last three month.
- c) proof of identity e.g. passport if only an old paper license is held.

5.6 Please note that notwithstanding payment of all sums owing to us in respect of the proposed hire The Vehicle will not be made available to you until we are reasonably satisfied with your forms of identification and The Vehicle will not be released until all such documents have been produced in accordance with these terms. Please also note that you authorise The Company to take a photo of the hirer for insurance purposes.

5.7 The Client may park their own vehicle, at their own risk, free of charge at The Company premises for the duration of the hire.

5.8 Please note that NO REFUND or other discount will be given where/if The Vehicle is returned early.

5.9 In the event that The Vehicle is not returned cleaned to the same standard as when it was accepted for hire, The Client hereby authorise The Company to charge a £20 cleaning fee.

5.10. Any expenses incurred with repossession of the vehicle on default of return will result in additional charges which shall be reimbursed by The Client to The Company in full.

## **6. Cancellations**

6.1 The Client may request the termination of the contract at any time. A full refund will be paid if this request is made no less than 14 days prior to the hire date. A 50% refund will be paid if the request is received 13 to six days prior to the hire date. No refund will be available if the request is made five or fewer days prior to the hire date.

6.2 A refund request must be in writing and sent to The Company via the email address on the website.

## **7. Insurance and Breakdown**

7.1. The Company will insure and keep The Vehicle insured under a fully comprehensive policy against loss or damage to its full replacement value (Drivers 25-75 years of age: with an excess of £500, Drivers 22-24 years of age: with an excess of £700) during the period of your hire and there shall be no additional charges where the use of The Vehicle is to be restricted to the United Kingdom. The Client is liable for payment of the excess in circumstances where it becomes payable.

7.2 Only those persons named as drivers on the hire form and booking page may drive The Vehicle.

7.3 Use of The Vehicle beyond the agreed period of hire is not covered by the above insurance policy and The Client hereby agrees to indemnify The Company against all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity basis, suffered or incurred by or awarded against The Company and arising from failure by The Client to return The Vehicle on time and in accordance with these terms

7.4 The Client shall remain solely responsible for insuring and keeping insured all personal goods and possessions that do not belong to The Company or are otherwise provided by The Company

at the commencement of hire (including all horses and such other animals that we consent to being carried in The Vehicle 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

7.5 In no event shall The Company be responsible for any loss or damage to personal goods or possessions, horses and other animals and The Client hereby agrees to indemnify The Company against any loss, damage or injury to The Vehicle (and any of its contents) (except 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 Vehicle is subject to an excess £500.00 if a claim is to be made (or as per section 7.1 as applicable) and The Client hereby authorises The Company to authorise this amount to your credit/debit card.

7.6 In the unlikely event of the vehicle breaking down, the company provides 24hr roadside assistance through a competent roadside rescue organisation.

## **8. Indemnity**

8.1 The Client agrees 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 rewarded 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.

## **9. Data Protection**

9.1 The Company shall take all reasonable care to ensure that they comply with obligations under the data protection act 1998 so that details of The Client and their order and payment are kept secure.

## **10. Assignments**

10.1 The Company have the right to assign or otherwise delegate all, or any, of The Clients rights or obligations under these terms upon notification to The Client.

**I agree to accept all of the above outlined terms and conditions prior to hiring the vehicle.**

Signed (The Client):

Print:

Client Address:

Date:

Signed (on behalf of Forge Horsebox Hire):

Print:

Date: