

AW Horsebox Hire Agreement

We are AW Horsebox Hire of 1 Douglas Cottages, Longwood Dean Lane, Owslebury, Winchester SO21 1JR.

These terms shall apply to the hire of the horsebox that we supply to you the hirer, when you sign page 1 you accept the terms and conditions set out in this rental agreement.

Please read this agreement carefully. If there is anything you do not understand, please ask!

No contract shall exist between the owner and the renter for the hire of the vehicle or any services until we have received a £30.00 booking fee (made electronically) followed by the remaining balance either electronically the day prior to hire or in cash upon the day of hire.

You shall be responsible to us for ensuring the accuracy of our terms and conditions (including whether the horsebox is adequate for your purposes) submitted by you, and for giving us any necessary cooperation, assistance and information relating to the hire of the horsebox or as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms.

Self-drive hire details and prices

Full details and price of hire can be viewed on our website awhorseboxhire.com or on our facebook page.

We offer a full day hire (7am to 6pm), a half day hire for a 5-hour period (subject to availability), weekend hire (36 hour) or tailored to meet your requirements.

1.AW Horsebox Hire will provide the hirer with the following: -

- a) A rental agreement for the period of hire, signed by the hirer to confirm agreement.
- b) 300 miles on a Weekend and bank holiday day, 180miles on a full day hire and 150miles on half day hire. Excess mileage charged at .90 pence per mile.
- c) Comprehensive vehicle insurance for the period of hire.
- d) Full tank of fuel upon hire of horsebox which is to be returned full
- e) Full instruction on how to operate the horsebox
- f) A detailed inspection report detailing the condition of the horsebox prior to hire
- g) 24hr roadside breakdown & recovery through Equine Rescue Services
- h) On board first-aid kit

Hirer Name

Hirer Signature.....

Date

Date and Time of Hire

2.Extension of Rental Period

AW Horsebox Hire may extend the hire period at the request of the hirer, providing they pay in full for this extension and the vehicle is available.

3.Warranties by Hirer – Owner Rights

- a) The insured vehicle shall be driven by the Hirer or other permitted drivers who have completed and signed a Vehicle Rental Agreement prior to any hiring.
- b) The Hirer agrees to return the horsebox to AW Horsebox Hire in the same condition as received.
- c) The Hirer agrees not to use the horsebox for hire, reward or remuneration nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of owner) from England, Scotland, Wales, Northern Ireland or Republic of Ireland. The horsebox must not be used for the carriage of goods of an explosive, dangerous or hazardous nature.
- d) The Hirer hereby warrants the accuracy of the information provided to AW Horsebox Hire is 100% true and correct.
- e) The Hirer agrees not to operate the horsebox or permit the horsebox to be operated in any way that would violate this contract.
- f) AW Horsebox Hire will not hire or allow the vehicle to be driven by the following persons: -
 - I. Hirers under 23 or over 75 years of age unless otherwise agreed by the Insurer.
 - II. Hirers aged 23 or over unless a full valid UK/EU driving license has been held for 24 months.
 - III. Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving license endorsed or suspended or penalty points imposed. Parking and not more than two speeding offences in the past three years may be ignored. "Spent" convictions, covered by the Rehabilitation of offenders Act 1974 may be disregarded.
 - IV. Persons who have had their license revoked by DVLA due to medical grounds or convictions.
 - V. Persons who have had their insurance declined and/or have had renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had their insurance or cover cancelled by any Motor Insurer.
 - VI. Persons who have been convicted of a drink driving offence.
 - VII. Persons engaged wholly or partly in professional entertainment or professional sports person.
 - VIII. Jockeys and persons connected with racing of any sort.
 - IX. Persons who, whilst driving, have been involved in more than one accident in the past 3 years.
 - X. Foreign Service Personnel other than persons born in the United Kingdom

- g) The hirer agrees that he/she is liable to pay the excess of £500.00 (if age 23 / 24 excess is £700 towards the cost of repair to any damage and that caused by their livestock during the hire period.
- h) The Hirer agrees that in the event of theft he/she will be liable to pay the excess of £500 / £700. The Hirer will further protect the interests of the Insurer and that of AW horsebox hire by ensuring the horsebox is always locked when unattended and the keys are secure.
- i) If the Hirer commits any breach of this agreement, AW horsebox hire may treat the agreement as terminated and may seize, without legal process, or notice to Renter, the horsebox at any time and place and the renter waives all claims for damages connected with such a seizure.
- j) The Hirer authorises AW horsebox hire to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by Renter and any additional drivers.
- k) The Hirer agrees that if ignition keys are lost or broken a cost of £300 will be charged for the replacement key and coding of key and time take to recode key.

4. Payment

- a) A deposit of £30 is payable at the time of order. Subject to your rights to cancel the contract in accordance with these terms, this deposit will not be refundable to you within 14 days of hire date.
- b) The horsebox will not be made available to you until we have received in cleared funds all sums due and payable to us for the hire services.
- c) The hiring of the horsebox will commence on the date on which you collect the horsebox as agreed.
- d) We will use all reasonable endeavours to have the horsebox available for collection on the date agreed but we shall not incur any liability whatsoever in the event of any delay arising from matters beyond our reasonable control.
- e) The horsebox will be provided with a full tank of fuel at the commencement of hire. Please note obligations in respect of fuel when returning the horsebox.
- f) Prior to the release of the horsebox, you shall be required to provide us with the following forms of identification in respect of each proposed driver of the horsebox: – each drivers current driving license, DVLA access code, two recent utility bills from differing suppliers (not more than three months old) containing details of their current residential address.
- h) Please note that, notwithstanding your payment of all sums owing to us in respect of the proposed hire, the horsebox will not be available to you until we are reasonably satisfied with your forms of identification and the horsebox will not be released until all such documents have been produced in accordance with these terms.
 1. You may park your own vehicle, at your own risk, free of charge at our premises for the duration of the hire.
 2. A charge will be made for delivery and collections of the Horsebox.
 3. Collision Damage Waiver (if any), and miscellaneous charges.

- i) By signing the statement of liability on page 1, you acknowledge that you will be liable as the Hirer of the horsebox for:-
- any fixed penalty offence committed with respect to the vehicle for the purpose of the Road Traffic Offenders Act 1988 or the Road Traffic Offenders (NI) Order 1996.
 - Any penalty charge notice issued in respect of the horsebox under the London Local Authorities and Transport for London Act 2003. Any excess charge or penalty charge for parking or for bus lane contraventions which may be incurred in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 or under section 66 of the Road Traffic Act 1991 or under section 144 of the Transport Act 2000 or under the Road Traffic (NI) Orders 1981 and 1985, the Road Traffic Regulation (NI) Order 1997 or the Traffic Management (NI) Order 2005. Any charges and penalty charges incurred under a road user charging scheme established pursuant to the Transport Act 2000, the Greater London Authority Act 1999 or the Transport (Scotland) Act 2001.
 - Any fixed penalty offence committed, and any charges incurred under the Road Traffic (NI) Orders 1981 and 1995 during your hire period.
- j) In the event that the horsebox's fuel tank is not returned full you hereby authorise us to fill the tank on your behalf and collect the monies from you.
- k) Value Added Tax and all other taxes (if any) payable on the aforesaid items.
- l) Owners' costs, including reasonable legal fees where permitted by law, incurred collecting payment due from Renter hereunder;
- m) Fair market value of repairing damage howsoever caused to the actual horsebox supplied, administrative fees, plus loss of revenue at the daily rate as shown on our website, awhorseboxhire.com based on Owner's loss of use of the horsebox, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the Renter or any other person, and regardless of whether damages are a result of an act of God. The Owner shall have the sole right and responsibility to repair the horsebox. Damage should be reported in writing to the owner as soon as possible and in any event within 24 hours after the Vehicle was damaged.
- n) In the event of theft, fair market value of replacing the vehicle, administrative fees, plus loss of revenue at the daily rate shown overleaf based on the Owner's loss of use of the vehicle.
- o) If the horsebox is stolen, it should be reported to the Owner immediately, and in any event within 24 hours after the horsebox was stolen. It should also be reported to the Police immediately and a crime reference number should also be obtained immediately, regardless of Renter's own insurance or if Owner's insurance applies.
- p) The Hirer agrees to allow AW Horsebox Hire to compute and request final charges from your preferred payment method. If the Hirer breaches the agreement, the hirer agrees to cease using horsebox and to pay all expenses incurred by the Owner in returning horsebox to place of rental.

5. Your right to cancel

- a) You have the right to cancel the contract at any time up to the end of one working day prior to commencement of the hire. However, you will NOT be able to cancel the contract once we have begun to perform the hire services with your agreement. If you cancel for whatever reason your deposit is non-refundable.
- b) To exercise your right of cancellation, you must give written notice to us by hand, by post or email at the following address:-
enquires@awhorseboxhire.com
AW Horsebox Hire
1 Douglas Cottages
Longwood Dean Lane
Owslebury
Winchester
SO21 1JR
- c) Once you have notified us that you are cancelling the contract, we will (if you are entitled to cancel the contract in accordance with these terms) refund you within 30 days for any sums that have been paid by you for the hire services excluding the deposit.
- d) You may request the termination of the contract at any time. Your request must be in writing and sent to us at the address shown above and you agree that no refund of any fees for the hire services will be due to you in the event of such a termination.

6. Your Obligations to us

You intake to AW horsebox hire as follows:

- a) You shall not during the hire of this contract, not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or part thereof nor attempt to purport to do so.
- b) We must be notified immediately of any change in your address and upon request by us promptly inform us of the whereabouts of the horsebox.
- c) Use all partitions and such other equipment for the safe transportation of animals and not transport any animals unless they have been properly secured.
- d) Do not carry more persons or animals than is recommended by the horsebox manufacturers and always comply with the load and weight restrictions. The horsebox payload is 980Kgs, do not overload the horsebox or permit the horsebox to be overloaded.
- e) Please note that smoking (including e-cigarettes / vaping) is strictly prohibited in any part of the horsebox.

7. Return of Horsebox

- a) On termination of the hire however or whenever occasioned or on expiry of the period of hire, you shall no longer be in possession of the horsebox with our consent and shall (unless we otherwise agree) forthwith return the horsebox (including tyres, tools, handbooks and accessories) to us at our premises in good clean order and working

- condition and at your expense and risk.
- b) Unless we otherwise agree in writing, the return of the horsebox shall be made by you returning it at our premises on or prior to the date and time agreed for the expiry of the hire.
 - c) Please ensure that you return the horsebox on time and in accordance with these terms. It is important that the horsebox is returned on time so that it can be prepared in readiness for release to other customers.
 - d) In the event that you do not return the horsebox on time and in accordance with these terms: –
a penalty payment of £10.00 per hour will immediately become payable to us. You shall fully indemnify us 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 horsebox in accordance with these terms.
 - e) Please note that no refunds or other discounts will be given where the horsebox is returned early.

8.Owner's Insurance

- a) The Hirer is insured upon and subject to the terms and conditions of the policy of insurance held by the Owner in respect of the horsebox and its use against liabilities to third parties including passengers who are non-fare paying and for whom there are permanently fixed seats. A copy of the policy shall be kept available for inspection by the Renter in the vehicle and at the registered office of the Owner specified overleaf.
- b) In respect of each / every incident resulting in damage to the horsebox interior/exterior the Hirer will be liable for any damage caused. The Hirer must insure their horse for travel and hold a valid passport at all times while travelling. AW Horsebox Hire will not accept any liability for injury caused to the animal as a result of damaged caused by the horse to the horsebox.
- c) You shall remain solely responsible for insuring and keeping insured all personal goods and possessions that do not belong to us or are otherwise provided by us at the commencement of hire including all horses and such other animals that we consent to being carried in a horsebox 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 risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in this respect.
- d) In no event shall we be responsible to you for any loss or damage to personal goods or possessions, horses and other animals and you hereby agree to indemnify us against any loss, damage or injury to the horsebox and any of its contents, except for 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 horsebox is subject to a £500 / £700 excess and you hereby authorise us to charge all sums not covered by a policy of insurance to

you and your preferred payment method.

9. In case of accident

The Hirer shall in the event of an incident that results in damage to the horsebox procure that:

- a) The Hirer of the horsebox completes and delivers to AW Horsebox Hire or their insurers the relevant accident report within 24 hours after the accident;
- b) No admission of liability is made to any person in relation to such accident.
- c) Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to AW horsebox hire at their registered address.
- d) All assistance is rendered to AW horsebox hire and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by the Owner in the name of the Renter and defending any proceedings brought against the Hirer;
- e) The Hirer shall forthwith upon demand fully and effectually indemnify AW horsebox hire against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the horsebox or its use and which are not recoverable under a policy of insurance whether the same is affected by AW Horsebox Hire or hirer;
- f) The names and addresses of all witnesses thereto are collected and given to AW horsebox hire. For the purposes of the DATA PROTECTION ACT (S) 1998, AW horsebox hire or any subsidiary of AW horsebox hire may hold and process by computer or otherwise the information given to AW horsebox hire by the Hirer or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

10. Renters Indemnity Provision

Upon demand from AW horsebox hire, The Hirer agrees to defend, indemnify and hold the Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by AW horsebox hire in any manner from this rental transaction or from the use or operation of the rental horsebox by any party, including claims of or liabilities to third parties and agrees to present a claim to their insurance carrier for all such expenses. If the Hirer has no insurance to cover such events or losses, the Hirer agrees to pay AW horsebox hire for such losses.

11. Ownership

The horsebox shall at all times remain the property of the AW horsebox hire and you shall have no rights to the horsebox other than as renter and you shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the horsebox are or may be prejudicially affected.

