

Merryll Wheeler trading as
Brumfields Self Drive Horsebox Hire

Please read our full Hire Conditions Policy. You can request a copy if required when placing your booking. By signing the declaration, you are accepting these terms and conditions of hire in full.

The Driver.

No one other than you and or any other driver named in the Hirers Questionnaire may drive the Horsebox.

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.

Every driver must hold, and have held at the Pickup Date for at least 2 consecutive years, a valid UK Driving Licence.

Every driver must complete the Millins driver questionnaire before driving the horsebox.

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 teaching someone to drive;

Use the horsebox whilst under the influence of alcohol and/or drugs; or

Drive the horsebox outside England, Scotland and Wales, unless you have requested this in your booking request and this request has been approved.

You will receive our horsebox completely clean and full of fuel. Before returning at the end of your hire time you must fill the fuel tank to maximum and clear out the horsebox completely, removing all horse muck, hay, bedding if used and possessions. The horse area should be returned in the condition it was hired out to you. Failure to clear up may result in retention of the damages deposit or a cleaning charge of £35.

Requirements

Each driver must complete and sign a Millins hirer's questionnaire with Brumfields Self Drive Horsebox Hire prior to collection of the horsebox (four pages).

A £30 non-refundable deposit is required to secure your booking.

A damage waiver of £300 is required by bacs or credit card before collection of the horsebox this will be returned within 48 hours after the horsebox has been returned, inspected and no damage has occurred.

You must complete a Handover Condition Survey of the Horsebox with Brumfields Self Drive Horsebox Hire to identify the state of the horsebox, we will list any damage prior to its pick up.

You must look after the horsebox and the keys to it. You must always keep the horsebox locked securely at all times when unattended, ensuring that you use any and all security device(s) fitted to or supplied with the horsebox. You must keep the keys about your person at all times.

You must protect the horsebox against any adverse weather conditions, which may cause damage to the Horsebox.

You must ensure that you use the correct fuel for the horsebox, which is pump diesel. NOT RED.

You must not sell, rent or dispose of the horsebox or any of its parts, fixtures, fittings or items added by Brumfields Self Drive Horsebox Hire.

You must not grant to anyone legal rights over the horsebox.

You must not let anyone work on the horsebox without the permission of Brumfields Self Drive Horsebox 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 Brumfields Self Drive Horsebox Hire.

You must let Brumfields Self Drive Horsebox Hire know as soon as you become aware of any fault in or with the horsebox. Refer to the Breakdown Information if necessary.

You must return the horsebox to the return point on the return date. Until the horsebox is safely returned to Brumfields Self Drive Horsebox Hire you will remain responsible for the horsebox. Brumfields Self Drive 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.

You are responsible for any loss or damage to the horsebox caused by negligence, misuse or otherwise, whether or not such loss or damage was caused by you.

You will have to pay for costs of repair of any interior or exterior damage or loss to the horsebox or its equipment.

Any work that is completed on the lorry will be invoiced to the Hirer and must be paid within 14 days.

Before you return the horsebox you must ensure you have not left any personal belongings in the horsebox. Brumfields Self Drive Horsebox Hire is under no obligation to return any such belongings left by you.

The horsebox is not to be taken out of the U.K. without prior arrangement.

The horsebox is not designed to carry more than 3 people or more animals than recommended.

You must comply with the legal load and weight regulations as may apply, you can only be sure you are not over weight by using a weighbridge, Brumfields Self Drive Horsebox Hire are not responsible for overloading. Should the horsebox be confiscated due to overloading all fines, charges & lost revenue will be charged to the hirer.

It is the sole responsibility of the hirer to ensure that horses travel with a passport.

The following surcharges may be charged to you after returning the Horsebox and deducted from your deposit.

Excessively dirty interior or exterior £35

Smoking in the vehicle £50

No dogs permitted £50

Not returning the horsebox with a Full Diesel Tank - Cost to fill it up plus 10% (receipt will be provided)

Damage to the vehicle - up to but not exceeding £500 (£700 if under 25yrs)
Invoices for work or proof of payment of the Insurance Excess will be provided.

You must pay any and all fines and costs (including court costs) incurred for parking, traffic, congestion charges or other offences, (including any costs which arise if the horsebox is clamped). You must pay to the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administration charges incurred by Brumfields Self Drive Horsebox Hire 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)

You are liable for any charges arising from HMRC or Immigration Authorities seizing the horsebox, together with a loss of income charge for the full period during which the Owner cannot rent out the horsebox as a consequence.

Interest which will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate of Nationwide Building Society from time to time.

You must pay the Daily Rate for every day or part day for which you fail to return the horsebox to the return point

Cancellations

Cancellations made up to 7 days before the Hire Date will be refunded in Full, under 7 days the Deposit of £30 will be retained and cancellations under 24hours will be charged at Full Daily Rate (unless a new Hirer is found)

Pick-up and Return

The horsebox will be available for pick up from the pickup Location on the pickup date from 7.00am (or the evening before by prior arrangement, subject to availability) and must be returned to the return point by appointment, on the return date no later than 6.00pm. 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. Additional hours are charged at £10 per hour. Late return charges will be taken from your deposit. No refund is given for an early return of the horsebox.

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 and we suggest you video the condition of the horsebox before departing. The breakdown or malfunction of equipment after the Horsebox has been handed over by Brumfields Self Drive Horsebox Hire will not be accepted as reason to abort or cancel the Rental Contract; any such fault will be rectified as soon as possible. If the fault cannot be rectified within twenty-four hours from the Pickup Date, Brumfields Self Drive Horsebox Hire will return the balance of the Rental Payment to the Hirer.

Upon return of the horsebox, Brumfields Self Drive Horsebox Hire will check the horsebox for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, interior lights, mirrors, doors and internal habitation equipment. If there is any damage or the horsebox does not meet the criteria your £350 damage waiver will be retained.

Availability

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

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

Breakdown

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

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.

Accidents

No responsibility is or can be accepted by the Brumfields Self Drive Horsebox Hire for any loss or damage or expense which occurs as a result of any accident. 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 including registration numbers in at least one photo of damaged Horsebox, damaged other vehicles and location. 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 Brumfields Self Drive Horsebox Hire as soon as possible.

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

Insurance excess liability is £500 for over 25 yrs, £700 for 22-25 yrs.

Disclosure Information

If you break the Hire Conditions, we can make available the information you have provided to us to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisations. We are also entitled to pass this information on to the British Vehicle Rental and Leasing Association (BVRLA), who in turn can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.

Ending the Rental Contract

Brumfields Self Drive 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 Brumfields Self Drive Horsebox Hire;
- III. You are made bankrupt.

Hirer's Name.....

Hirer's Signature.....

Date.....

