

Merryll Wheeler trading as
Brumfields Horsebox Hire and Transport

We are Brumfields Horsebox Hire and Transport are based at Fordfield Road, Millbrook, Bedfordshire MK45 2HZ. These terms shall apply to the hire of the horsebox that we supply to you (Hirer) When you sign the last page you are accepting 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. 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.

No contract shall exist between the owner and the renter for the hire of the vehicle or any services until a booking fee of £30.00 per day hire which is non refundable unless otherwise stated by the owner is received. The remaining balance is payable 48hrs before collection of the vehicle.

The Driver.

No one other than you and or any other driver that has completed and signed the Millins insurance form 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 collection Date for at least 2 consecutive years, a valid UK Driving Licence.

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 a cleaning charge of £35 this will be deducted from the insurance deposit.

Requirements

Each driver must complete and sign a Millins Insurance form with Brumfields Horsebox Hire and Transport prior to collection of the horsebox.

The hirer is also required to pay at the time of hire a refundable insurance deposit of £300 by bacs, this will be returned within 48 hours after the horsebox has been returned, inspected and no damage has occurred. If there is any damage that has occurred the deposit will not be refunded and additional cost will be incurred to cover the excess payment of £500 or £700 if aged between 23-25 years.

You must complete a Handover Condition Survey of the Horsebox with Brumfields Horsebox Hire and Transport to identify any prior damage of the horsebox, we will list any damage prior to its pick up. If you wish to take photos or a video of the damage of the vehicle, please do.

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.

The hirer agrees that if the ignition keys are lost or broken a cost of £500 will be charged for the replacement key and cost of recoding.

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 Horsebox Hire and Transport.

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

You must let Brumfields Horsebox Hire and Transport 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 Horsebox Hire and Transport you will remain responsible for the horsebox.

Brumfields Horsebox Hire and Transport 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 due to the damage that has occurred 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 Horsebox Hire and Transport 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, this box has a unladen weight of 1200kg, if overweight your insurance becomes invalid.

Brumfields Horsebox Hire and Transport 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 as this is a legal requirement.

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

- 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)

- 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 Horsebox Hire and Transport 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

The Deposit of £30.00 per days hire will be retained and cancellations under 48 hours will be charged at Full Daily Rate (unless a new Hirer is found)

Pick-up and Return

The horsebox will be available for collection from the pick up Location on the date of hire 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 for half or a full days hire for which you have failed to return the horsebox. Late return charges will be taken from your deposit. No refund is given for an early return of the horsebox. You acknowledge upon collection, 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 collection, 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 Horsebox Hire and Transport 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 collection Date, Brumfields Horsebox Hire and Transport will return the balance of the Rental Payment to the Hirer. Upon return of the horsebox, Brumfields Horsebox Hire and Transport 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 £300 insurance deposit will be retained.

Availability

Every effort is made to ensure that the horsebox reserved is available. If, due to circumstances beyond Brumfields Horsebox Hire and Transport's control which could not reasonably have been foreseen or avoided we will notify you via email or text.

Brumfields Horsebox Hire and Transport 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 minus the booking deposit payment will be refunded in full, but Brumfields Horsebox Hire and Transport 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, please notify Brumfields Horsebox Hire and Transport immediately who will arrange for Equine Rescue to attend. Brumfields Horsebox Hire and Transport 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 Horsebox Hire and Transport 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. In the glove compartment there is a Millins accident form that needs to be completed at the scene. 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 Horsebox Hire and Transport as soon as possible.

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 Horsebox Hire and Transport 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 Horsebox Hire and Transport
- III. You are made bankrupt.

Hirer's Name.....

Hirer's Signature.....

Date.....