



Warwickshire Horse Transport

Terms and Conditions Self Drive Hire

The Driver

- A. No one other than the named drivers on the on-line Hirers Contract Form and or any other driver named may drive the Horsebox.
- B. No one may drive the Horsebox unless they are aged between 25 and 75 years of age inclusive during the rental term.
- 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 Hirers Contract Form
- 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 and sign the Downloadable Terms
- B. Confirm your acceptance of these terms and a printed copy will be available for you to sign at the time of collection of horsebox
- C. Authorise online payment from your credit/debit card;
- D. Provide copies of all driver's licences plus copies of two utility bills and these will need to be provided at the time of pick up
- E. Provide a damage deposit via on-line payment only
- G. Complete and sign the Hirers Contract Form and Handover Condition Report upon collection and return.

Your Responsibilities

- A. You must complete and sign the Hirers Contract Form for Warwickshire Horse Transport via the website prior to the collection of the horsebox
- B. You must complete a Handover Condition Report of the Horsebox with WHT Limited to identify the state of repair of the Horsebox and any damage prior to its pick up.
- C. 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.
- 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 WHT Limited 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 WHT Limited. 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 WHT Limited.
- I. You must let WHT Limited 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 WHT Hire Limited you will remain responsible for the Horsebox. The Representative of WHT Hire Limited 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 or not such loss or damage was caused by you.
- L. You must complete the Return Report with WHT Limited 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. WHT Limited is under no obligation to return any such belongings left by you.
- O. The horsebox is not to be taken out of the UK 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 this may apply, you can only be sure you are not over weight by using a weighbridge, WHT is not responsible for overloading. Should the horsebox be confiscated due to overloading all fines, charges & lost revenue will be charged to the hirer. The maximum payload is 1050 kg

R. It is the sole responsibility of the hirer to ensure that horses travel with passports and their own horse insurance

Rental Damage Deposit

A. A refundable Rental Damage Deposit of £500 is payable in advance by you for any damage or loss caused to the Horsebox or its equipment.

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 Pick Up 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 against the Rental Damage Deposit, up to and including the full £500, however the damage is caused (examples include by horse or other people).

E. This paragraph is without prejudice to the rights of WHT Limited 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

III. Horsebox repairs – The following schedule is a reference to the cost of repair and not an exhaustive list. The actual cost can be a greater or lesser amount based on the actual cost of repair.

IV. Wheel damage £250.00

V. Tyre damage £250.00

VI. Wheel arch damage £400.00

VII. Wing mirror damage £100.00

VIII. Wing mirror housing damage £250.00

IX. Window crack £495.00

X. Headlamp unit £280.00

XI Damage to front bumper £250.00

XII. You must pay any and all fines and costs (including court costs) incurred for parking, traffic, congestion charges, speeding or other offences, (including any other 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 WHT Limited 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)

G. 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.

H. You must pay any published or agreed rates for delivering and collecting in cash to WHT Limited.

I. 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 National Westminster Bank plc from time to time.

J. Value added tax and all other taxes on any of the charges listed above, as appropriate.

K. You must pay the Daily Rate for every day or part day for which you fail to return the Horsebox to the Return Point

L. You are liable to pay the Insurance Policy Excess of £500 per incident if costs of repairs are expected to exceed this amount.

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 Hirers Booking Form Agreement is arranged through the WHT Limited.

B. The cost of the Insurance is included within the Rental Payment.

C. Full details of the Insurance are available from the offices of WHT Limited.

D. Upon pick-up of the Horsebox, we will supply you with your Booking Form as confirmation of your cover which you will need to sign as confirmation of your Insurance Cover.

E. WHT reserves the right to take action 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 £500 of each and any claim(s) made under the Insurance, such sums to be deducted from the Rental Damage Deposit and if insufficient paid by you within 7 days of written demand.

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. Any fuel shortage will be charged to you against the Rental Damage Deposit. 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.

Cancellations

- A. All cancellations must be in writing, addressed to WHT Limited and are charged as follows;
 - I. The Booking Deposit of £50/day is not refundable in any circumstances.
 - II. If the cancellation notice is received 14 days or more before but excluding the Pickup Date, WHT Limited shall refund the Rental Payment less the Booking Deposit. The £500 Rental Damage Deposit is not charged if the hire is cancelled and provided no other sums are unpaid by way of deposit or otherwise.
 - III. If the cancellation notice is received within the period of 14 days before and including the Pickup Date WHT Limited will be entitled to 50% of the Rental Payment. Provided no

other sums are unpaid by way of deposit or otherwise the Rental Damage Deposit shall not be charged. We will waive this fee if an alternative date agreed by both parties

No discount or refund shall be granted in the event that the horsebox is returned earlier than agreed.

WHT Ltd will not be liable to for the refund of any competition/entry fees or losses etc in the unlikely event of our horsebox not being available. This is if WHT Ltd are unable to fulfil a booking due to unforeseen circumstances.

Pick-up and Return

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 o, 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 WHT Limited will not be accepted as reason to abort or cancel the Rental Contract; any such fault will be rectified as soon as possible.

C. Upon return of the Horsebox, WHT Limited 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 WHT Horsebox Hire Limited'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.

Suitable Persons

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

B. WHT Limited 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. WHT Limited 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. WHT Limited will not be liable for any occurrence deemed as negligence by the hirer.

Accident

A. No responsibility is or can be accepted by WHT Limited 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 WHT Limited 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 WHT Limited

D. In the event of accident and horses needing to be rescued, WHT's breakdown company will attend but the hirer you will be responsible for the costs of the rescue.

Disclosure Information

A. If you break the Motor Rental Agreement, we will 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

A. WHT Limited 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 WHT Limited;

III. You are made bankrupt.

B. If WHT Limited ends the Rental Contract it will not affect WHT Limited's right to receive any money owed under the Rental Contract, including under these Terms. At any time after WHT Limited has terminated the Rental Contract in accordance with this clause 21 or if you fail to return the Horsebox upon the Return Date, WHT Limited 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 WHT Booking Form Agreement you have not relied upon any representation of either WHT Limited 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.