

## **Equestrivan Terms & Conditions**

### **1. The Contract**

1.1 We are Equestrivan Horseboxes (trading name of Equestrivan Ltd). These terms shall apply to the hire of the vehicle and all services that we supply to you.

1.2 No contract shall exist between you and us for the hire of the vehicle and any services until we have received and accepted your order. We shall send to you confirmation in writing by post fax or email to the address or fax number or email address that you have given. On confirmation of your order, there shall exist a binding legal contract between us that shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

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

1.4 The contract shall be subject to your right of cancellation (see below).

1.5 We may change these terms without notice to you in relation to any future hire Provided Always that we shall notify you of any such changes a reasonable time prior to any further hire by you.

### **2. Description and price of the Hire Services**

2.1 The description and price of the hire services that you order will be as shown in our quotation already provided to you at the time that you place your order either by post or email.

2.2 The vehicles are subject to availability at the time of your order. If, after acceptance of your order, the vehicle you have ordered becomes not available due to circumstances beyond our control, we shall inform you immediately. In these circumstances we shall refund all monies paid to us by the hirer with no further liability on our part.

2.3 We shall make every effort to ensure that prices shown in our quotation are accurate at the time that you place your order. However, if an error is found, we shall inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you decide to cancel, we shall refund or re-credit you for any sum that has been paid by you.

2.4 The price of the hire services shown on our website and all advertising shall be inclusive of VAT at the current rate (unless otherwise stated) which at present is 15%

### **3. Payment of services**

3.1 Payment for the hire services must be made by credit or debit card. All credit card transactions are subject to a £2.50 processing fee.

3.2 A deposit of 25% (minimum of £25) of the total hire price is payable at the time of your order. Subject to your rights to cancel the contract in accordance with these terms (see below) this deposit will NOT be refundable to you. A further holding deposit of Five hundred pounds (£500) is payable by you at the time of your collection of the vehicle and as security for your compliance with your obligations as herein provided.

3.3 All outstanding sums in respect of the price for the hire services will become payable not less than 14 days before the proposed commencement of hire. Unless we have already received the full outstanding payment from you in respect of the total price for the hire services, we shall automatically charge the balance of the price to your credit card 14 days before the proposed commencement of hire. You hereby acknowledge that you will be required to provide us with your credit card details at the time of your order and by giving us such details you authorise us to charge the outstanding sums and all other sums that may become due from you to us in accordance with these terms.

3.4 Please note that the vehicle will not be made available to you until we have received in cleared funds all sums (including the security deposit) due and payable to us for the hire services.

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

3.6 You herein authorise us to submit the payment, credit card vouchers if a credit card has been presented as a means of deposit or security.

#### **4. Collection of vehicle**

4.1 Unless we otherwise agree in writing delivery of the vehicle shall be made by you collecting it at our premises on the date agreed for the commencement of hire. Please note that collection and return times for the vehicle shall be provided for on the confirmation of order form.

4.2 The hiring of the vehicle will commence on the date on which the vehicle is to be collected by you as agreed on the confirmation or order form.

4.3 We will prepare a Delivery and Acceptance Form which will specify the precise details of the vehicle, including details of its state and condition and requirements for its use. At the time of collection of the vehicle you will be required to sign the Form to confirm your acceptance of the condition of the vehicle and understanding of the use and application to which the vehicle is to be put. You will be asked to ensure that you have read the Form carefully and checked all inventories and other specifications against the vehicle before signing and thereby accepting the condition and application of the vehicle.

4.4 We will use all reasonable endeavours to have the vehicle available for collection on the date and time agreed on the confirmation of order form but we shall not incur any liability whatsoever in the event of any delay arising from matters beyond our reasonable control.

4.5 We will use our reasonable endeavours to ensure that the vehicle will be provided with a fuel tank full of fuel at the commencement of hire. Please note your obligations in

respect of fuel when returning the vehicle (see below).

4.6 Prior to the release of the vehicle, you shall be required to provide us with the following forms of identification in respect of each proposed driver of the vehicle (in each case the original is to be provided) - the hard copy of each driver's current driving licence both parts, passport and a recent utility bill containing details of their current residential address. Please note that, notwithstanding your 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.

## **5. Your right to cancel**

5.1 You have the right to cancel the contract at any time up to the end of seven working days from the date of confirmation of the order for hire. However you will NOT be able to cancel the contract once we have begun to perform the hire services with your agreement.

5.2 To exercise your right of cancellation you must give written notice to us by hand or by facsimile or by post or email at the address or facsimile number or email address shown on the confirmation of order form, giving details of the hire services ordered.

5.3 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 or debited from your credit card for the hire services less the deposit.

5.4 You may request the termination of the contract at any time. Your request must be in writing and sent to us at the address or facsimile number or e-mail address shown on the confirmation of order form and you agree that no refund of the full fee for the hire services will be due to you in the event of such termination. Provided Always that we shall use our reasonable endeavours to re-hire the vehicle on the intended dates of hire subject always to us being entitled to retain 25% of the total hire price in consideration of the additional administrative charges arising as a consequence of your request.

## **6. Our promise to you**

6.1 The hire services will be performed by us that all reasonable skill and care and to a standard of quality that is reasonable for you to expect.

6.2 You are entitled to the benefit of all conditions, warranties or other terms, express or implied, relating to the vehicle given by the suppliers or manufacturers of the vehicle to us (so far as exist and so far we are entitled to transfer it) but, save as otherwise provided in these terms, the vehicle is not hired by us with or subject to any such conditions, warranties or other terms, express or implied, all of which are excluded as between us and you, save those implied by the Supply of Goods and Services Act 1982 section 7 (relating to our right to transfer possession of the vehicle and your right to quiet possession of it).

6.3 We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our or

manufacturer instructions (whether oral or written) misuse or alteration or repair of the vehicle and/or horsebox without our prior approval.

6.4 Nothing in these terms shall affect your statutory rights as a consumer. If you are in any doubt as to the extent of your statutory rights as a consumer you should seek your own independent legal advice from an appropriately qualified person

6.5 If you have any other complaint about the hire services, you should notify us in writing at the address or facsimile or e-mail address above.

6.6 We shall during the continuance of this hire contract:

(a) Arrange for the provision of any roadside rescue (if required) Any Roadside Rescue fees resulting from negligence or misuse of the vehicle, maybe recharged to the hirer. You hereby authorise us to charge any such fees to the credit/debit card used to pay for the deposit or hire charges of the vehicle.

(b) except where any repair or maintenance is necessitated by an accident or by any negligent use or abuse of the vehicle, we shall pay or reimburse you for any costs in respect of any necessary repairs or maintenance undertaken during the hire contract save that any such repairs or maintenance costing more than £750 must be authorised by us before the work is commenced. We will require proof of the work having been carried out by way of original receipted invoices.

(c) If the roadside rescue has to recover the vehicle and any animals on board you must take the option offered by the company. If you require alternative arrangements you are liable to any costs arising from this.

## **7. Your obligation to us**

7.1 You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, registrations, memberships, permissions and licences and conform to all relevant rules and regulations as may be required for you to drive and otherwise use the vehicle and/or horsebox. Please note that if you did not pass your driving test before 1st January 1997 you may be restricted as to the size of vehicle you may legally drive. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

7.2 All drivers whom you have notified us of the vehicle must be between the ages of 23 and 70 years.

7.3 You shall during the continuance of this hire contract:

(a) Ensure that the vehicle is driven or otherwise operated and used in a safe and proper manner and for the purposes for which it was designed and without risk to health by persons who at all times hold valid and current driving licences in the appropriate classes.

(b) Pay for all fuel for the proper running of the vehicle.

(c) indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire and/or 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 thereto incurred by such use of the vehicle.

(d) not take or allow the vehicle to be taken out of England, Wales or Scotland without receiving our prior written authority and, in the event of that authority being given, only on such terms as we deem fit.

(e) Collect from and return to us, or from and to such place as we shall advise the vehicle or any replacement vehicle made available to you in accordance with these terms. The replacement vehicle shall be returned within 24 hours after you have been informed by us that the original vehicle is ready for collection.

(f) Take all necessary steps at your own expense to retain and recover possession and control of the vehicle of which you lose possession or control.

(g) Permit us or our authorised representatives at all reasonable times to enter upon the premises where the vehicle may from time to time be garaged or parked to inspect test the condition of the vehicle and to ensure that you are and have complied with your obligations as herein provided.

(h) Notify us immediately of any change in your address.

(i) the vehicle is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law

(j) Use all partitions and such other equipment for the sole transportation of equine animals and not transport any equine animal unless they have been properly secured.

(k) not carry more persons or equine animals than is recommended by the vehicle or horsebox manufacturers and at all times comply with all load and weight restrictions as may apply from time to time in using the vehicle and not overload the vehicle or permit the vehicle to be overloaded.

(l) bear the cost of the repair or rectification of any damage to the vehicle how ever caused resulting from negligence or improper use of the vehicle by you or any person who has used the vehicle during the hire contract and you hereby authorise us to charge all repair costs against the £500 security deposit and if greater than against the debit/credit card used to pay for the hire charges.

(m) Immediately give notice to us of the happening of any loss or damage to the vehicle.

(n) Indemnify us against 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 and/or horsebox and any of its contents and accessories in good clean order and working condition) and you hereby authorise us to charge such costs and expense against the seven hundred and fifty pound security deposit and if greater then against your credit card. Please note that there is a £40 surcharge in respect of any failure to return both the living/cab area and the horse area of the horsebox in good clean condition, and

(o) keep the vehicle adequately secured at all times (including any outdoor lockers and containers)

(p) You shall be responsible for complying with any legislation or regulations governing

the use of the vehicle.

(q) All equine animals to be carried by the vehicle must be approved by us prior to the commencement of hire.

(r) Please note that smoking is **STRICTLY PROHIBITED** and is illegal to do so in any part of the vehicle.

(s) For the avoidance of doubt any and all animals transported with the vehicle shall be carried at your risk and you should have appropriate insurance cover in place as to the same.

(t) Dogs maybe carried in the cab but a cleaning fee of £25.00 by be levied at Equestrivan Ltd's discretion.

## **8. Default**

8.1 We may, upon any breach by you of any of the provisions of this hire contract by notice in writing terminate this contract and upon that happening this contract and the hiring constituted by it shall determine and you will no longer be in possession of the vehicle with our consent and subject to our right to take possession of the vehicle and to recover from you our recoverable losses and to any pre-existing liabilities to us, neither party shall have any rights against the other.

8.2 Any expenses incurred by us in repossessing the vehicle or in recovering possession of the vehicle on default of delivery by you under these terms will be reimbursed by you to us on demand.

## **9. Ownership**

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

## **10. Return of the vehicle**

10.1 On termination of the hire howsoever or whenever occasioned or on expiry of the period of hire, you shall no longer be in possession of the vehicle with our consent and shall (unless we otherwise agree) forthwith return the vehicle (including all equipment, tyres, tools, handbooks and all other accessories) to us at our premises in good clean order and working condition and at your expense and risk

10.2 Unless we otherwise agree in writing, the return of the vehicle shall be made by you returning it at our premises on or prior to the date agreed for the expiry of hire as provided for on the confirmation of order form.

10.3 Please ensure that you return the vehicle on or before the date and time as

provided for in the confirmation of order form and in accordance with these terms. It is important that the vehicle is returned on time so that it can be prepared in readiness for release to other customers.

10.4. 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 vehicle in accordance with these terms.

10.5 You hereby authorise us to charge all such penalties against the Five hundred pound security deposit and if insufficient against your credit card.

10.6 Please note that NO REFUND or other discount will be given where the vehicle is returned early.

10.7 Where the vehicle is fitted with a toilet it is your responsibility to ensure the toilet is emptied before it is returned to us. If we have to empty the toilet there will be a £40 cleaning charge, this will be taken from the £500 holding deposit.

## **11. Insurance**

11.1 We shall insure and keep the vehicle insured under a fully comprehensive policy against loss or damage to its full replacement value (with an excess of £1000) for the period of your hire and there shall be no additional charges where your use of the vehicle is to be restricted to England, Wales and Scotland. In the event that you intend to use the vehicle other than in England, Wales and Scotland, then additional charges will be payable by you prior to the vehicle being hired.

11.2 Only those persons named as drivers in the insurance proposal form which you will be required to complete prior to the hire commencing may drive the vehicle.

11.3 Please note that the use of the vehicle beyond the agreed period of hire is not covered by the above insurance policy and you hereby agree to indemnify us against all claims liability damages losses costs and expenses including legal fees on a full indemnity basis, suffered or incurred by or awarded against us and arising from your failure to return the vehicle on time and in accordance with these terms.

11.4 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 equine animals 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. We would also advise you to take out appropriate holiday insurance.

11.5 In no event shall we be responsible to you for any loss or damage to personal goods or possessions equine animals and other animals and you hereby agree to indemnify us against any loss, damage or injury to the vehicle (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 vehicle is subject to a £1000 excess and you hereby authorise us to charge all sums not covered by a policy of insurance to the five hundred pound security deposit and if

insufficient to your credit card.

11.6 You shall not use or allow the vehicle to be used for any purpose not permitted by the terms of the above policies of insurance or do or allow to be done any act or thing whereby such insurance may be invalidated.

### **13. Our Liability to you**

13.1 We make no promises, whether express or implied, in relation to the accuracy of information supplied by us and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

13.3 In no event shall we be liable to you for any damages, including any lost profits or prize funds, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the hire services even if we have been advised of the possibility of such damages.

13.4 Our liability in respect of damage to your tangible property resulting from our negligence shall be limited to the sum for which we carry comprehensive insurance cover

13.5 We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of our obligations in relation to the hire services if the delay or failure was due to your breach of these terms or any cause beyond our reasonable control. For example, matters beyond our reasonable control would include (but would not be limited to):

- your failure to provide us with payment when properly due in respect of the hire services in accordance with these terms
- your failing to have valid and appropriate licence consents, permissions, membership and any other qualifications required for the use of the vehicle
- your providing us with incorrect or incomplete information.

13.6 In no event shall we be liable to you for any additional and/or consequential losses, expenses or costs incurred as a result of you're agreeing to accept a replacement vehicle in accordance with these terms. For example this would include (but would not be limited to) matters such as additional ferry charges or road tolls arising from a larger vehicle being hired.

13.7 You acknowledge and agree that the limitations contained in these terms are reasonable in light of all the circumstances and you agree that we would not be able to provide the hire services on an economic basis without such limitations.

### **14. The Data Protection Act**

14.1 We shall take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 1998 so that details of your order and payment are kept secure. However, unless we are negligent, we shall not be liable to you for any unauthorised access to information supplied by you.

14.2 We shall only use the information you provide about yourself for the purpose of fulfilling your order unless you agree otherwise. However we would like to inform you about other products and offers that may be of interest to you from time to time. If you

do not want to be notified of these please advise us prior to or upon the commencement of hire. You can correct any information about you, or ask us for information about you to be deleted, by giving written notice to us at the address or e-mail address shown above.

## **15. Assignment**

15.1 We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these terms upon notification to you.