



LINCS HORSE TRANSPORT SELF-DRIVE HIRE TERMS & CONDITIONS:

Throughout this Rental Agreement Lincs Horse Transport will be referred to as the "Owner". The Vehicle subject to this Rental Agreement shall be referred to as the "Horsebox" and the person hiring the vehicle will be referred to as the "Renter". When you sign herewith you accept the terms and conditions set out in this Rental Agreement. Please read this agreement carefully and consider your responsibilities and liabilities as the Renter.

Legal Terms:

No contract shall exist between the Owner and the Renter for the hire of the Horsebox and any services until we have received and accepted your order. We shall send you confirmation in writing, by post or email to the address or email address that you have provided. 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.

Responsibility:

You shall be responsible to us for ensuring the accuracy of the terms of any order (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.

Full Terms & Conditions:

We may change these terms without notice to you in relation to any future hire.

1. Description and Price of Hire Services
 - a. The description and price of hire services that you order will be as shown in our quotation to you or on our website at the time when you place your order.
 - b. The hiring of the Horsebox will commence on the date on which the Horsebox is collected by you as agreed on the order confirmation. Often the Horsebox can be collected the evening before, but the return must not be later than 6.00pm on the day of your hire unless previously agreed. Collection and return times maybe flexible, subject to availability and entirely at our discretion.
 - c. The company will provide the Renter with:
 - i. a rental agreement for the period of hire
 - ii. 300 miles per day of hire (additional to this is 25p per mile)
 - iii. comprehensive vehicle insurance for period of hire – excess of £500 (£600 for drivers aged 23 and 24 years)
 - iv. full tank of fuel upon hire of the Horsebox
 - v. quality check report detailing the condition of the Horsebox prior to hire
 - vi. quality check report on return of the Horsebox
 - vii. 24/7 roadside assistance through Equine Rescue Service, under the hire agreement.
2. Extension of Rental Period

The Owner may extend the period of rental at the request of the Renter. The Renter will pay such additional deposit or deposits, as the Owner shall require. In the event of extension(s) the new date and time agreed for the return of the Horsebox shall then become the due back date. In no event shall the duration of the rental exceed three months in aggregate.
3. Warranties by the Renter and Additional Driver – Owner Rights
 - a. The Renter agrees to return the Horsebox to the Owner in the same condition received, with the exception of ordinary wear and tear, on due date agreed;
 - b. The Renter agrees not to use the Horsebox for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of the Owner) from England, Scotland, & Wales.
 - c. The Renter hereby warrants and undertakes to the Owner
 - i. the accuracy of the information supplied to the Owner;
 - ii. that he will not operate the Horsebox or permit the Horsebox to be operated in any way that would violate this contract, including: motor sport events (including racing, pace making, rallying, reliability trials, and speed testing); to propel or tow any vehicle or trailer; by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation; by any other person other than the Renter or additional Driver shown overleaf; under authority of any licence other than his own; if the Renter or driver leaves the Horsebox unlocked or fails to secure the keys; other than on a paved public highway, private road or driveway; in a reckless or imprudent manner or if the Horsebox is deliberately damaged;
 - iii. that the licence shown to the Owner at the time the Horsebox is rented is the Renter's own and is fully valid;
 - iv. no driving by any person under 23 or over 75; under two years driving experience; there are no suspensions on the licence/s that have occurred in the last three years; the driver/s have not been involved in more than one fault incident within last three years; no more than two convictions with a max of three points per conviction; has not obtained a BA, DD or UT conviction.
 - v. that the Renter will further protect the interests of the Insurer and the Owner by ensuring the Horsebox is always locked when unattended and the keys are secure.
 - d. If the Renter commits any breach of the agreement, as outlined in clauses 3(a) – (e) inclusive, the Owner may treat the agreement as terminated and may seize, without legal process, or notice to the Renter, the Horsebox at any time and place and the Renter waives all claims for damages connected with such a seizure;
 - e. The Renter authorises the Owner to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by the Renter and any additional drivers overleaf.
4. Payment

- a. A deposit of 25% of the total hire price 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.
 - b. All outstanding sums in respect of the price for the hire services will become payable not less than 10 working days before the proposed commencement of hire.
 - c. Like any lease company a holding cash or card security deposit of one hundred and fifty pounds [£150] (two hundred and fifty pounds [£250] for drivers aged 23 and 24 years) will be taken at the time of your collection of the Horsebox (cheques are not accepted).
 - i. The security deposit will be refunded within 10 working days of the Horsebox being returned to our premises and void of any damage with no outstanding insurance claims.
 - ii. Note: the security deposit will be used to fund any loss or damage whatsoever to equipment, fixtures and fittings, windows, valeting or upholstery fees or negligent damage to the Horsebox. Should these damages exceed the security deposit held, the customer will be liable for the total cost and the difference will need to be settled within seven days of returning the Horsebox.
 - iii. The Renter agrees to allow the Owner to compute and debit final charges from this security deposit any additional fees (see note 14).
 - d. The Horsebox will not be made available to the Renter until the Owner is in receipt of cleared funds in respect of all sums due in connection with the hire of the Horsebox.
 - e. The Horsebox will be provided with a full tank of fuel at the commencement of hire. Non-return of a full fuel tank will incur a £20 fee plus current rate of fuel per litre to fill the tank. The Renter hereby authorises us to charge the costs of such fees and fuel to their credit card.
 - f. The Renter will be totally responsible for arranging and sourcing any assistance that may be required or incurred and for all expenses that may be endured due to the input of incorrect fuel into the Horsebox or for running out of fuel.
 - g. The Renter accepts all the Owner's costs, including reasonable legal fees where permitted by law, incurred collecting any payment due from the Renter.
5. Collection
- a. 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.
 - b. 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 driver's current driving licence, passport or alternative photo ID and two recent utility bills (not more than 3 months old) containing details of their current residential address.
 - c. 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. The Renter expressly agrees to pay the Owner on demand.
 - d. By signing the statement of liability herewith, you acknowledge that you will be liable as the Renter of the Horsebox for the duration of hire for, any fixed penalty offence committed with respect to the Horsebox 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.
6. Your right to cancel
- a. You have the right to cancel the contract at any time up to the end of seven working days 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.
 - b. To exercise your right of cancellation, you must give written notice to us by hand, post or email, at the address shown above, giving details of the hire services ordered.
 - 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 or debited from your credit card for the hire services excluding the deposit.
7. Your Obligations to us
- a. You shall not during the hire of this contract, sell, assign, mortgage, lend, let, hire or otherwise dispose of or part with possession of the Horsebox or part thereof nor attempt to purport to do so.
 - b. In the event of any damage, howsoever caused to the actual Horsebox supplied, the Renter accepts fair market value of all repairs, administrative fees, plus loss of revenue at the daily rate given on the original quote based on the 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 office where the Horsebox was rented as soon as possible and in any event within 24 hours after the Horsebox was damaged;
 - c. In the event of theft, the Renter accepts fair market value of replacing the Horsebox, administrative fees, plus loss of revenue at the daily rate shown overleaf based on the Owner's loss of use of the Horsebox.
 - d. If the Horsebox is stolen, it should be reported to the Owner and the Police immediately and a crime reference number should be obtained;
 - e. 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.
 - f. The Renter agrees to use all partitions and such other equipment for the safe transportation of equine animals and not transport any animals unless they have been properly secured.
 - g. You will not carry more persons or animals than is recommended by the Horsebox manufacturers and always comply with all load and weight restrictions as may apply from time to time in using the Horsebox and not overload the Horsebox or permit the Horsebox to be overloaded. The Gross Vehicle Weight (GVW) of the Horsebox is 3.5 ton.

- h. Please note that smoking is strictly prohibited in any part of the Horsebox.
 - i. Tying horses/ponies to any part of the outside of the Horsebox is strictly prohibited.
 - j. Dogs are not permitted in any part of the Horsebox.
 - k. If the Renter breaches this agreement, the Renter agrees to cease using the Horsebox and to pay all expenses incurred by the Owner in returning the Horsebox to the place of rental.
8. Return of the 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 to 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 per hour or part thereof 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.
9. The Owner's Insurance
- a. The Renter 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 at the registered office of the Owner specified above.
 - b. In respect of each and every incident resulting in damage to the Horsebox, the Renter shall forthwith upon demand pay to the Owner the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by the Owner in proceeding to recover the same from the third party. In the event of the Owner receiving from the third party any part of the amount of such costs and provided the Renter shall have performed its obligations hereunder the Owner shall repay to the Renter the like part of such excess.
 - c. You shall remain solely responsible for insuring and keeping insured all personal goods and possessions that do not belong to the Owner or are otherwise provided by the Owner at the commencement of hire including all horses and such other animals that we consent to being carried in the 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. Not covered under the hire insurance for which the Renter will be solely responsible:
 - i. loss or damage to personal goods, equipment 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.
 - ii. Input of incorrect fuel and running out of fuel. The Renter will be totally responsible for arranging and sourcing any assistance that may be required or incurred and for all expenses that may be endured due to the input of incorrect fuel into the Horsebox or for running out of fuel.
 - iii. Punctures – This is covered by insurance in so much that Equine Rescue will come out to fix/replace any damaged tyres but the cost of the actual tyre(s) is down to the individual Renter. The replacement tyres must be roadworthy and deemed a fair like-for-like replacement in respect of quality and condition.
 - iv. Windscreen – this is covered by the insurance in so much that they will come out and replace the windscreen, there is however an £80 excess fee which will be payable by the Renter.
 - v. Internal fixtures, fittings and upholstery other than general wear & tear.
 - vi. Damage caused by livestock other than general wear & tear.
 - vii. Accidental damage caused by client.
 - viii. The insurance policy maintained by us in respect of the Horsebox is subject to a £500 excess (£600 for drivers aged 23 and 24 years) and you hereby authorise us to charge all sums not covered by a policy of insurance to your credit/debit card.
10. In case of accident
- The Renter shall in the event of an incident which results in damage to the Horsebox procure that:
- a. The driver of the Horsebox completes and delivers to the Owner 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 the Owner at the address above;
 - d. All assistance is rendered to the Owner 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 Renter;
 - e. The Renter shall forthwith upon demand fully and effectually indemnify the Owner 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 effected by the Owner or the Renter;
 - f. The names and addresses of all witnesses thereto are collected and given to the Owner.
11. Mechanical Breakdown

- a. If a warning light appears on the dashboard, or the Horsebox develops a mechanical fault during the hire period, the Renter must pull over and cut the engine as soon as it is safe to do so and notify the Owner immediately. The Renter must then call Equine Rescue Services (as per the membership card, which can be located under the clip on the right hand side of the windscreen) and wait for assistance.
 - b. If the vehicle cannot be repaired at the roadside Equine Rescue Services will provide onward transport for the horse(s), Renter and passengers (where applicable). The Horsebox will be recovered separately and must not be left at the roadside unattended.
 - c. The Owner will refund pro-rata any part of the rental period which the Renter has paid for but not received the benefit of, providing the breakdown is not as a result of the negligence or misuse of the Renter and or any additional named driver or unauthorised driver.
 - d. Under no circumstances will the Owner compensate the Renter for any inconvenience caused in the event of a mechanical breakdown.
 - e. The Renter will be responsible for and will pay to the Owner the total cost of repairing the vehicle and recovery fees if the breakdown is caused by negligence or deliberate misuse, or if loss of or damage to the vehicle arises as a result of a breach of the contract by the Renter and or any additional named driver or any unauthorised driver.
12. Data Protection
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. We shall only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise.
13. Renter's Indemnity Provision
Upon demand from the Owner, the Renter agrees to defend, indemnify and hold the Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by the Owner 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 Renter has no insurance to cover such events or losses, the Renter agrees to pay the Owner for such losses.
14. Ownership
The Horsebox shall at all times remain the property of the Owner and you shall have no rights to the Horsebox other than as the 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.
15. Notes
Fees, Additional Costs (that could be charged or taken from deposit, if not adhered to)
- Deposit - 25% of total, payable at time of booking
 - Payment in full 10 working days before hire
 - Security Deposit £150 (£250 for drivers aged 23 and 24 years), refundable within 10 working days after return of the Horsebox subject to any incurred costs
 - Additional Mileage over 300 per period of 24 hours - 25p per mile
 - Non-return of full fuel tank - £20 + Current rate of fuel per litre to fill tank
 - Late return of the Horsebox - £10 per hour or part thereof
 - Unclean horse area - £30 (all muck, bedding, hay etc. should be removed)
 - Unclean cab - £30
 - Lost Keys - £50 plus the cost of replacement set of keys
 - Accidental damage caused by the client
 - Vehicle insurance excess - £500 (£600 for drivers aged 23 and 24 years)
 - Dogs are not permitted in the Horsebox, breach of clause - £50
 - No smoking ban not adhered to - £50

It is the Renter's responsibility to ensure that the Gross Vehicle Weight of 3.5ton is not exceeded during the period of hire. The number of stalls is not an indication of the number of animals that can be carried within the Gross Vehicle Weight of the vehicle.

Horses are not insured for transport, through or by, Lincs Horse Transport. It is the Renters responsibility to insure horses in transit.

It is a legal requirement under the Horse Passports (England) Regulations 2009 that all horses and ponies are accompanied by their passports during transportation.

You may park your own vehicle, at your own risk, free of charge at our premises for the duration of the hire.

Signed by the Renter..... Renter's Full Name:.....

Signed by Anne Kneen on behalf of Lincs Horse Transport..... Dated.....