

## Self Drive Hire Terms and Conditions

Please read our full Hire Conditions Policy herein. You will have also been emailed a copy of this document to sign, when making the booking.

By signing this document you are accepting these terms and conditions of hire in full and outlined below:-

No Cover is provided for the death of or bodily injury to any hirer, or for damage to their property.

### 1) **The Driver/Hirer**

- a. No Cover is provided for the death of or bodily injury to any hirer, or for damage to their property
- b. The Driver. No one other than the driver named in the Horsebox hirer's proposal form may drive the Horsebox. If you require additional drivers a separate form for each driver must be filled in and submitted prior to start date.
- c. 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
  - Drive the Horsebox outside England, Scotland and Wales
  - Carriage of goods of an explosive, dangerous or hazardous nature is excluded

### 2) **The Driver must have supplied the following documents: -**

- a. Signed copy of the proposal form.
- b. Provided copies of both sides of driving licence.
- c. Provided copies of 2 address ID proofs confirming current resident address, dated less than 90 days old.
- d. Agree and sign the hire agreement terms and conditions.
- e. Each Driver/Hirer must provide 5 years evidence of their driving record.
- f. To pay the booking fee via electronic payment either BACS or via telephone call.
- g. To Pay the Damages deposit of £200. Refunded on return after satisfactory inspection. (See Use of item 5)
- h. Agree and sign the Handover Condition Delivery Note.

### 3) **The horsebox CANNOT be hired by or driven by:-**

- a. Any Persons that have not been pre-approved by Wiltshire Horseboxes.
- b. Persons under 22 or over 75 years of age.
- c. Persons that have held a UK or EU driving licence for less than two years.

- d. Persons that have less than two years recent driving experience of a motor vehicle in the United Kingdom, unless agreed by us in advance in writing.
- e. Persons that have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence suspended or endorsed with more than 6 penalty points within 5 years of the date of them driving; unless agreed by us in advance in writing (Parking offences and "Spent" convictions, covered by the Rehabilitation of Offenders Act 1974, may be disregarded).
- f. Persons with a disability or medical condition that must be notified to the DVLA, unless the DVLA have been notified and a current driving licence valid for the vehicle being driven is held
- g. Persons that have had an insurance declined and/or renewal refused and/or any other special terms imposed and/or have had an insurance policy cancelled by an insurer, unless agreed by us in advance in writing.
- h. Persons who have been involved in more than one fault, or two non-fault motor accidents/thefts/claims in the last three years, unless agreed by us in advance in writing
- i. Persons engaged in any of the following occupations or professions: -
  - i. Professional entertainment or theatrics
  - ii. Undergraduates or students aged under 25 years
  - iii. Foreign Services personnel born outside of the United Kingdom

**4) Collection:-**

- a. Your horsebox will be completely clean and disinfected, and free of all loose materials and belongings.
- b. Your horsebox will have a full tank of fuel (DIESEL), Adblue level maintained, and fluid levels checked and confirmed OK.
- c. You acknowledge upon pick up, the rental of the Horsebox and the contents as free from any defect or damage, is fit for purpose and complete other than as specified in the Handover Vehicle Delivery Report.
- d. On pick up, you are advised to check the Horsebox thoroughly before departure and familiarise yourself with the controls and operation. Any questions you have can be resolved at this point. The breakdown or malfunction of equipment after the Horsebox has been handed over will not be accepted as a 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 24 hours from the Pickup Date, Wiltshire Horseboxes will seek to provide an alternative Horsebox. If this is not possible, the balance of the Rental Payment will be returned to the Hirer.

**5) Use Of:-**

- a. General daily maintenance to be carried out at the start of each new day, checking the fluid levels, visual tyre condition, and lights check.
- b. 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.
- c. You must protect the Horsebox against any adverse weather conditions, which may cause damage to the Horsebox.
- d. The horsebox is not designed to carry more than 3 people or more animals than recommended.

- e. You must comply with the legal load and weight regulations as may apply. This vehicle has been weighted and has a payload of 950kgs. It is the driver's responsibility to ensure that the total weight of people, horses and belongings do not exceed this. Wiltshire Horseboxes are not responsible for overloading. Should the horsebox be confiscated due to overloading all fines, charges and lost revenue will be charged to the Driver/hirer.
- f. It is the sole responsibility of the Driver/hirer to ensure that horses travel with passports at all times. In the event of a breakdown, and horses needing recovery, they will need to be presented to be permitted rescue.
- g. You must ensure that you use the correct fuel for the Horsebox, which is DIESEL.
- h. You must ensure that the Adblue level is maintained as per the warnings on the dashboard and that it never runs out.
- i. You must not sell, rent or dispose of the Horsebox or any of its parts, fixtures, fittings or items added by Wiltshire Horseboxes.
- j. You must not grant to anyone legal rights over the Horsebox.
- k. All faults to be reported to Wiltshire Horseboxes as soon as they arise. You must not let anyone work on the Horsebox without the permission of Wiltshire Horseboxes.
- l. In the event of a break down, please refer to the Equine Rescue Services. (In handbook in cab)
- m. You must return the Horsebox promptly and to the Return Point outlined in the hire agreement. Until the Horsebox is safely returned you will remain responsible for the Horsebox.

**6) Return: -**

- a. You must return the horsebox by the agreed time as per your booking, lateness will incur additional charges, as per the pricing tariff.
- b. You must clear out the horsebox completely, removing all horse muck, hay and possessions. While we don't expect you to jet wash the horse area, we do expect it to be as clean as possible. Failure to clear up may result in retention of the damages' deposit.
- c. You must ensure you have not left any personal belongings in the Horsebox. Wiltshire Horseboxes is under no legal obligation to return any such belongings left at end of the hire agreement contract.
- d. A representative of Wiltshire Horseboxes will inspect the Horsebox for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, roof lights, mirrors, doors and internal habitation equipment 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 and agrees with the signed condition on Handover Vehicle Delivery Note.
- e. Once satisfactory the damages' waiver will be refunded to the Driver/Hirer within 24hrs subject to national holidays.

**7) The Driver/Hirer is responsible for:-**

- a. Any loss or damage to the Horsebox caused by negligence, misuse or otherwise, whether or not such loss or damage was caused by you.
- b. For costs of repair of any interior or exterior damage or loss to the Horsebox or its equipment.
- c. All rectification work to the Horsebox will be carried out by Tony Bolwell and Son Limited. Once complete the invoice will be sent to the Hirer for immediate payment and must be paid within 7 days.

**8) Additional Charges: -**

Subject to returned condition Inspection, and deducted from damages waiver: -

- a. Excessively dirty interior or exterior: £50

Wiltshire Horseboxes LTD

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- b. Smoking in the vehicle: £50
- c. Not returning the Horsebox with a Full Diesel Tank: Cost of Diesel to fill up will be charged at £2.00/Litre
- d. 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.
- e. 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 Wiltshire Horseboxes Ltd in dealing with these matters. Any fines incurred and not apparent until a later date (such as speeding tickets) will be forwarded to the Driver/hirer .
- f. 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 Wiltshire Horseboxes cannot rent out 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 Nat West plc from time to time.
- g. You must pay the Daily Rate for every day or part day for which you fail to return the Horsebox to the Return Point, in line with the hire rates tariff.

9) **Cancellations: -**

- a. Cancellations made up to 14 days before the Hire Date will be refunded in Full, under 14 days the Charge of £50 will be retained, and cancellations under 24 hours will be charged at Full Daily Rate.
- b. Whilst every effort will be made to ensure that the Horsebox reserved is available, if, due to unforeseen circumstances beyond Wiltshire Horseboxes control, the hire horsebox cannot be available, the full Rental Payment and damage waiver will be refunded.

10) **Breakdown:-**

- a. In the event of a breakdown or an accident, an emergency service is at your disposal. Wiltshire Horseboxes cannot be held liable for delays, curtailment of journey or other incidental costs.
- b. Equine Rescue Services is available. (Details in handbook)
- c. 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.

11) **Accidents:-**

- a. No responsibility is or can be accepted by the Wiltshire Horseboxes 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.
- b. You should fill out the “**Accident Report Form**” immediately. This can be found in the cab with all the hire documents. As a priority you must obtain the following information: -
  - Names and addresses of all involved, including witness details.
  - Take photographs as evidence where possible including registration numbers in at least one photo of damaged Horsebox.

- Damage to 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 Wiltshire Horseboxes as soon as possible.
- You should contact Wiltshire Horseboxes immediately and complete the “**Accident Report Form**”, which should then be sent immediately to Wiltshire Horseboxes.
- Insurance excess liability is £500 for over 25 yrs, £700 for 22-25 yrs.

**12) 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.

**13) Ending the Rental Contract:-**

- Wiltshire Horseboxes Limited is entitled unilaterally to terminate immediately the Rental Contract by notice in writing to you if:-
  - Any of these Terms are breached by you;
  - You fail to remedy any breach having been requested to do so by Wiltshire Horseboxes Limited.

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

**SIGNATURES**

**Hirer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_