



Avonside Cottage, Lower End, Birlingham, Pershore WR10 3AD

TERMS & CONDITIONS FOR THE HIRE OF OUR SELF-DRIVE HORSEBOX

These terms & conditions should be read carefully before placing your order and a copy kept for your reference. They shall apply to the hire of the horsebox and all services that we supply to you
IF YOU HAVE ANY QUESTIONS OR QUERIES IN RELATION TO THESE TERMS PLEASE CONTACT Simon Brighton on 07979565355 or email office@point2pointhire.co.uk

1. Formation of the contract

2. We are Point2Point Horsebox Hire of Avonside Cottage, Lower End, Birlingham, Pershore WR10 3AD
- 2.1 No contract shall exist between you and Point2Point Horsebox Hire for the hire of the horsebox and any services until we have received and accepted your order.
- 2.2 We will send you confirmation in writing by email, to the email address that you have given or verbally agreed over the telephone. 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.
- 2.3 It is your responsibility to us for ensuring the accuracy of any order (including whether the horsebox 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 horsebox or as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms.
- 2.4 The contract shall be subject to your right of cancellation.
- 2.5 We have the right to change these terms without notice to you in relation to any future hire provided that we shall notify you of any such changes a reasonable time prior to any further hire by you.

3 Description & price of the hire of the horsebox and services

- 3.1 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.
- 3.2 The horsebox is subject to availability at the time of your order. If, after acceptance of your order, the horsebox you have ordered is not available, we shall inform you immediately, and refund all monies in FULL at the date of cancellation.
- 3.3 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 you in FULL for any sum that has been paid by you.
- 3.4 We shall provide every hire inclusive of Self Drive Hire Insurance for the name/s of the hirer as completed and signed on our terms and conditions in our presence, any persons not named on our completed terms and conditions have no authorisation to drive the hire vehicle.
- 3.5 The hirer is responsible for the first £500.00 (800.00 22 – 24 year old inclusive) insurance excess as a result of any Road Traffic Accident.
- 3.6 The hirer is fully responsible for any minor or major damage caused to the hire vehicle by either their own or a third party's horse/pony/donkey or any other animal including dogs that maybe travelling, the hirer will be required to pay all repair costs in sterling on demand and at the end of the hire duration and on return directly to Point2point Horsebox Hire (Dogs are only permitted by prior agreement).

4 Payment

- 4.1 Payment for the hire services can be made by any method shown or given verbally in our quotation at the time you place your order.
Payment may be made by debit card or credit card via PayPal through our online booking and payment service or by bank transfer after discussion with us. Our account details should not be passed to any 3rd parties without our prior knowledge and consent.
After a deposit has been paid online, the balance of the hire may be paid in cash on the day of collection. There will not be any monies taken upfront on credit/debit cards etc. for un replaced fuel/late payments etc. but which will be requested by us on the return of the horsebox and which is agreed to by the hirer by signing the terms and conditions.
- 4.2 A minimum deposit 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.
- 4.3 You are also liable for the damage/collision excess of £500.00 (800.00 22 – 24 year old inclusive) in the event of a Road Traffic Accident and are fully responsible to pay all costs as a result of damage caused to the horsebox by the hirers or any other third party's horse/pony.

4.4 Please note that the horsebox will not be made available to you until we have received and cleared all funds due and payable to us for the hire services.

4.5 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 horsebox reserved for you at the time of your order may be released by us for hire to any other customer without liability to you.

5 Collection

5.1 Unless we otherwise agree in writing the horsebox will be collected from our above premises on the date agreed for the commencement of hire. Please note that collection and return times for the horsebox shall be provided for on the confirmation of order form.

Note our horsebox must be returned by 7pm on the date of hire unless prior agreement has been given to return the horsebox later than 7pm.

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

5.3 We will prepare an acceptance form which will specify the precise details of the horsebox, including details of its state and condition and requirements for its use. At the time of collection of the horsebox you will be required to sign the form to confirm your acceptance of the condition of the horsebox and understanding of the use and application to which the horsebox 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 horsebox before signing and thereby accepting the condition and application of the horsebox.

5.4 We will use all reasonable endeavours to have the horsebox 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 control.

5.5 We will use our reasonable endeavours to ensure that the horsebox will be provided with a fuel tank full of diesel at the commencement of hire.

Please return the horsebox with a full tank of Diesel Failure to do so will result in the cost of the fuel being requested from you. In such incident that the hirer should refuel with the wrong fuel they will be responsible for all costs including the emptying, replacement of diesel and any mechanical service requirements including all labour and parts.

5.6 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 (in each case the original is to be provided):

1 The paper copy of each driver's current driving licence

2 UK Passport or Photographic Identification

3 Originals of TWO utility bills less than 3 months old containing current residential address.

4 Debit/Credit Card insurance authorisation swipe requirements of our insurers (NO FUNDS at this point are debited however

If the horsebox is returned not refuelled, returned damaged, or in an unsatisfactory condition, an invoice will be generated to the cost of refuelling or repair

The horsebox will not be made 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

5.7 Vehicles can be left on the property however we cannot be held responsible for any damage however caused.

6 Your right to cancel

6.1 To exercise your right of cancellation you must give written notice to us by hand or email to the address shown above.

6.2 Provided always that we shall use our reasonable endeavours to re-hire the horsebox on the intended dates of hire, subject always to us being entitled to retain a minimum 25% of the total hire price in consideration of the additional administrative charges arising as a consequence of your request.

7 Our promise to you

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

7.2 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 horsebox without our prior approval.

7.3 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

7.4 If you have any other complaint about the hire services, you should notify us in writing at the address or email address above.

8 During the course and duration of this contract Point 2 Point Hire will

8.1 Arrange for the provision of roadside rescue if required. You must at all times telephone Equine Rescue with whom we have a contract.

The telephone number and details are permanently displayed in the horsebox. Please quote our membership number on every occasion.

Equine Rescue terms & conditions are also permanently displayed in the horsebox.

8.2 Where any repair, maintenance loss of keys is necessitated by an accident or by any negligent use or abuse of the horsebox by the hirer or any other third party including when the horsebox is left unattended,

the final cost of repair will be assessed by an Independent Authorized Horsebox specialist and we will agree a final settlement figure with you.

8.3 In the event that the horsebox becomes temporarily un-roadworthy (other than as a result of accident damage, theft or vandalism) we will inform you as soon as possible and refund your monies in FULL.

9 Your obligations to us

9.1 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 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 the horsebox you may legally drive.

You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

9.2 All drivers whom you have notified us of the horsebox must be between the ages of 22 and 75 years and must have held a full unendorsed UK or EC driving licence for a period of at least 2 years prior to the proposed date of commencement of hire.

Drivers must have had 2 years vehicle driving experience. Non-British Subjects must have had at least 3 years recent regular vehicle driving experience in the UK.

The hirer must have had no more than two minor convictions or motoring convictions in the past 3 years (6 points maximum)

9.3 Drivers must not have any mental or physical infirmity, unless such a condition has been declared to and accepted by the DVLA, not have had any insurance declined, cancelled, renewal refused or special terms imposed, have had no more than one driving accident in the last 3 years.

9.4 Foreign Service Personnel, Armed Forces, Entertainers, Students and Professional Sportsmen and students under 23 years of age, jockeys and persons connected with racing are excluded from hiring the horsebox.

9.5 You shall during the continuance of this hire contract:

* ensure that the horsebox 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.

*pay for all diesel fuel for the proper running of the horsebox

* indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire and/or use of the horsebox 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 horsebox

* not take or allow the horsebox 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

* collect from and return to us, or from and to such place as we shall advise the horsebox which has been made available to you in

Please notify us immediately of any change in your address

*in respect of the condition and maintenance of the horsebox, be solely responsible for ensuring:

The exterior, interior and upholstery of the horsebox is kept clean and notify us immediately of any damage

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. –

No hazardous, explosive or dangerous goods are to be transported

Not carry more persons or equine animals than is recommended by the horsebox manufacturers

At all times comply with all load and weight restrictions as may apply from time to time in using the horsebox

Do not overload the horsebox or permit the horsebox to be overloaded. The maximum combined payload of the horsebox is a weight of 1150kg

Please be aware that the payload will include all passengers, tack, fuel and water in addition to any horses.

This is YOUR responsibility to ensure that the payload is not exceeded.

Any damage to the horsebox resulting from negligence or improper use of the horsebox by you or any person who has used the horsebox during the hire contract, up to a maximum of £500.00 (800.00 for drivers aged 22 – 24 inc) for any Road Traffic Accident and unlimited amount in sterling for any damage caused to the horsebox by the hirers or any other third party's horse or pony whilst under the hire duration/contract (which the excess laid out to us by our insurers MILLINS INSURANCE)

9.6 Immediately give notice to us of the happening of any loss or damage to the horsebox.

9.7 Keep the horsebox adequately secured and keys safe/removed from the horsebox at all times when the horsebox is unattended

9.8 You shall be responsible for complying with any legislation or regulations governing the use of the horsebox in the country and destination and for the payment of any duties

9.9 All equine animals to be carried by the horsebox must be approved by us prior to the commencement of hire.

9.10 Please note that smoking is STRICTLY PROHIBITED in any part of the horsebox.

9.11 Dogs MAY NOT be carried in the lorry.

9.12 The horsebox has unlimited mileage. No extra charges will be made for mileage

9.13 Not remove any furniture from the horsebox.

9.14 For the avoidance of doubt any and all animals transported with the horsebox shall be carried at your risk and you should have **appropriate insurance** cover in place as to the same. Each horse transported should have its own insurance which should cover any damage caused to our horsebox by the horse or pony.

We reserve the right to satisfy ourselves that each equine travelling is adequately insured.

All equines travelling must be accompanied with its **own up-to- date passport**.

10 Ownership

The horsebox shall at all times remain the property of Point2point Horsebox Hire and you shall have no rights to the horsebox 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 horsebox are or may be prejudicially affected.

11. Return of the horsebox

12.1 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 horsebox with our consent and shall (unless we otherwise agree) forthwith return the horsebox (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.

12.2 Unless we otherwise agree in writing, the return of the horsebox shall be made by you returning it at our premises

12.3 Please ensure that you return the horsebox 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 horsebox is returned on time so that it can be prepared in readiness for release to other customers.

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

12.5 The horsebox should be returned with its fuel tank full of diesel. In the event that the horsebox fuel tank is not returned full you hereby authorise us to fill the tank on your behalf and invoice you the cost and additionally being charged a further £10.00 fee for our time in replacing the fuel for you.

13 Insurance

13.1 We shall insure and keep the horsebox insured under a fully comprehensive policy against loss or damage to its full replacement value (With an excess of £500.00/£800.00drivers under 25yrs) for the period of your hire and there shall be no additional charges where your use of the horsebox is to be restricted to England, Wales and Scotland.

13.2 Only those persons named as drivers on the hire proposal/terms and conditions form may drive our vehicles in accordance with our insurance terms.

13.3 Please note that the use of the horsebox 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 horsebox on time and in accordance with these terms.

13.4 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 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 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..

13.5 In no event shall we be responsible to you for any loss or damage or injury to personal goods or possessions equine animals and other animals or yourselves and you hereby agree to indemnify us against any loss, damage or injury to the horsebox (and any of its contents)

Insofar as it is not covered by a policy of insurance. Please note that the insurance policy maintained by us in respect of the horsebox is subject to a £500.00/£800.00drivers under 25yrs excess for any Road Traffic Accident and you hereby authorise us to charge all sums not covered by a policy of insurance.

13.6 We do not offer any insurance in respect to yours or any third parties horse/ponies travelling under self-drive hire and therefore The hirer is fully responsible for any minor or major damage caused to the hire vehicle by either their own or a third party's horse/pony/donkey or any other animal including dogs that may or may not be travelling including when the horsebox is parked at any other address or event, attended or unattended whilst under the hire contract/duration the hirer will be required to pay all repair costs in sterling on demand and at the end of the hire duration and on return directly to point2point horsebox hire.

(Dogs are only permitted by prior agreement)

13.7 You shall not use or allow the horsebox 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.

13.8 In case of an accident that results in damage to the horsebox:

(a) You shall forthwith notify us of the accident and in any event within 24 hours after the accident. (b) The driver of the vehicle must complete and deliver to us the relevant accident report within 24 hours after the accident. (c) No admission of liability is to be made to any person in relation to such accident. (d) Any writ or summons or other document relating to any proceedings arising out of such accident is forthwith delivered to us. (e) All assistance is rendered to us and our insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing committing such proceedings to be brought by us in the name of you and defending any proceedings brought against us. (f) You shall forthwith upon demand fully and effectually indemnify us against all losses, liabilities, costs, actions, claims or demands which we may incur or have brought or made against us in relation to the horsebox or its use and which are not

recoverable under the policy of insurance. (g) The names and addresses of all witnesses thereto are collected and given to us.

14 Overseas travel is not allowed

15 Our Liability to you

15.1 We make no promises, whether expressed 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.

15.2 Nothing in these terms shall restrict our liability to you for: (a) death or personal injury caused by our negligence (b) liability for defective products under the Consumer Protection Act 1987 (c) fraudulent misrepresentation

15.3 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.

15.4 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 horsebox- you providing us with incorrect or incomplete information.

15.5 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 agreeing to accept a replacement vehicle and/or horsebox 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 and/or horsebox being hired.

15.6 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.

16 Data Protection

16.1 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.

16.2 We shall only use the information you provide about yourself for the purpose of fulfilling your order unless you agree otherwise.

17 Passports

We must draw your attention to the requirements for carrying passports when travelling with your horse. From 28 February 2005, horses **must be accompanied by their passports** when moving under the following circumstances:

- 1 For the purpose of competition
- 2 For the purpose of breeding
- 3 In or out of Great Britain
- 4 To other premises where a veterinary medical product is to be administered
- 5 To the premises of a new keeper
- 6 To a slaughterhouse
- 7 For the purposes of sale.

Trading Standards may carry out spot checks on horse transporters and private owners as they travel throughout Britain and have indicated their intention to impose fines of £2000 - £5000 for any horse travelling without a passport.

Should you have any questions concerning these terms you may contact Point2point Horsebox Hire at the address,

Email address or telephone number shown above.

Please do not take the horsebox from the premises if you do not agree fully to the above terms.

Please note your car may be left at your own risk at our premises during the duration of your hire.

DATES OF HIRE (FROM)(TO).....

Full Name of Hirer..... DOB.....

Address.....

.....

.....POSTCODE.....

TEL.....MOB.....

Additional Driver DOB.....

Address.....

.....

.....POSTCODE.....

TEL.....MOB.....

I have read, agree and fully understand the terms & conditions of this hire agreement

SIGNATURE of HIRER.....

DATE

SIGNATURE of Additional Driver.....

DATE

