

**EQUINE EXPRESS SELF DRIVE HIRE**  
**Terms and conditions.**

**PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER. IF YOU HAVE ANY QUESTIONS IN RELATION TO THESE TERMS PLEASE CONTACT Equine Express AT THE ADDRESS BELOW. PLEASE NOTE a DEPOSIT for each day of hire IS REQUIRED BEFORE A VEHICLE IS SECURED FOR HIRE.**

### **1. Formation of the Contract**

1.1 We are Equine Express horse transport of The Oaks Vicarage Road Burwash Common East Sussex TN197LH 07714206163

These terms shall apply to the hire of the horsebox and all services that we supply to you.

1.2 No contract shall exist between you and us for the hire of the horsebox and any services until we have received and accepted your order. We shall send to you confirmation in writing by post or e-mail to the address or e-mail 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 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.

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.

### **2. Our Website**

2.1 We operate and control our website from England and we make no promise that any content or information within our website is appropriate for use in any other jurisdiction.

### **3. Description and price of the Hire 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 or on our website at the time that you place your order.

3.2 The horseboxes are subject to availability at the time of your order. If, on receipt of your order, the horsebox you have ordered is not available, we shall inform you immediately.

3.3 We shall make every effort to ensure that prices shown in our quotation or on our website 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.

3.4 The day of collection and return of the horsebox is chargeable as just one day's hire from 7am to 7.30pm on the day of hire.

### **4. Payment**

4.1 Payment for the hire services can be made by Credit/Debit Card, BACS or cash.

4.2 A deposit of the total hire price is payable at the time of your order. This deposit will NOT be refundable to you.

4.3 All outstanding sums in respect of the price for the hire services will become payable not less than 7 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/debit card 7 days before the proposed hire date. You hereby acknowledge that you will be required to provide us with your credit/debit card details at the time of your order and by giving us such details you authorize us to charge the outstanding sums and all other sums that may become due from you to us in accordance with these terms.

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

4.5 Any payment sent by post will be at your own risk and we accept no responsibility for any payment not having been received by us or where payments have been incorrectly completed by you.

4.6 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, delivery of the horsebox shall be made by you collecting it at our premises on the date agreed for the commencement of hire.

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

5.3 We will prepare a Vehicle Check List that will be specifying the precise details of the horsebox. At the time of collection of the horsebox you will be required to sign the Form to confirm your acceptance of the horsebox. Please ensure that you have read the Form carefully and checked all inventories and other specifications against the horsebox before signing and thereby accepting the vehicle.

5.4 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.

5.5 The horsebox will be provided with a fuel tank full of fuel at the commencement of hire. Please note your obligations in respect of fuel are that the vehicle must be returned with a full tank of fuel.

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: - each driver's current driving license, passport and two 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 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. Please also note that you also authorize Equine Express to take a photo of the hirer for insurance purposes,

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

## **6. Cancellations**

6.1 Once you have booked and paid a deposit for the hire of the horsebox you will NOT be entitled to a refund upon cancellation.

6.2 You may request the termination of the contract at any time. Your request must be in writing and sent to us at the address shown above and you agree that no refund of any fees for the hire services will be due to you in the event of such termination.

## **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 it is reasonable for you to expect.

7.2 You are entitled to the benefit of all conditions, warranties or other terms, express or implied, relating to the horsebox given by the suppliers or manufacturers of the horsebox to us (so far as we are entitled to transfer it) but, save as otherwise provided in these terms, the horsebox is not let 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 horsebox and your right to quiet possession of it).

7.3 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 horsebox without our prior approval.

7.4 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.

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

7.6 We shall during the continuance of this hire contract:

(a) Arrange for the provision of any roadside rescue (if needed);

(b) except where any repair or maintenance is necessitated by an accident or by any negligent use or abuse of the horsebox, 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 £50 must be authorized by us before the work is commenced. We will require proof of the work having been carried out by way of original receipted invoices;

## **8. Your obligations to us**

8.1 You shall obtain, and ensure the adequacy and accuracy of, all necessary qualifications, registrations, memberships, permissions and licenses 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 horsebox that

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

8.2 All drivers of the horsebox must be between the ages of 23 and 70 years and must have held a full unendorsed UK or valid international driving license for a period of at least 2 years prior to the proposed date of commencement of hire. Further terms apply for insurance and are shown at the end of this document.

8.3 You shall during the continuance of this hire contract:

8.3.1 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 licenses in the appropriate classes;

8.3.2 Deliver and collect the horsebox to and from any maintenance or repairing agent when it has become un-roadworthy ;

8.3.3 Pay for all fuel for the proper running of the horsebox);

8.3.4 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;

8.3.5 not take or allow the horsebox to be taken out of the United Kingdom mainland.

8.3.6 not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or part thereof nor attempt or purport to do so;

8.3.7 Not remove or interfere with any identification marks or plates affixed to the horsebox;

8.3.8 Take all necessary steps at your own expense to retain and recover possession and control of the horsebox of which you lose possession or control.

8.3.9 permit us or our authorized representatives at all reasonable times to enter upon the premises where the horsebox may from time to time be garaged or parked to inspect and test the condition of the horsebox;

8.3.10 Notify us immediately of any change in your address and upon request by us promptly inform us of the whereabouts of the horsebox;

8.3.11 in respect of the condition and maintenance of the horsebox be solely responsible for ensuring that:

(a) Fluid levels are checked and adjusted as necessary;

(b) The exterior, interior and upholstery of the horsebox is kept clean;

(c) Any damage is promptly repaired;

8.3.12 the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law;

8.3.13 use all partitions and such other equipment for the safe transportation of animals and not transport any animals unless they have been properly secured;

8.3.14 not carry more persons or animals than is recommended by the horsebox manufacturers and at all times 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;

8.3.15 not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox;

8.3.16 not fit towing equipment or other accessories or carry out any alteration or modification to the horsebox nor alter, except by way of suitable replacement, any parts or part of it, mechanical or otherwise, or any of its accessories, without our prior written consent;

8.3.17 bear the cost of the repair or rectification of 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;

8.3.18 keep the horsebox in good repair and condition, fair wear and tear excepted, where such expression is to have its ordinary and natural meaning but does not include:

(a) Bodywork: dents or scratches (other than small scratches or chips), failure of colour matching where repairs have been made;

(b) Upholstery: stains, burns or tears in seats, headlining or carpets;

(c) Mechanical: the ramps, partitions, engine, gearbox, clutch, axles, suspension, steering and brakes not being in good working order;

(d) Electrical: lighting and all equipment not being in good working order;

(e) Tyres: uneven wear of tyres, slits in tyre walls.

8.3.19 immediately give notice to us of the happening of any loss or damage to the horsebox;

8.3.20 indemnify us against all damage and neglect (whether caused by animals or otherwise) to the horsebox or its contents arising from the breach of your obligations under these terms (including your failure to return the horsebox and any of its contents and accessories in good clean order and working condition) and you hereby authorize us to charge such costs and expense against your credit/debit card. Please note that there is a £50 surcharge in respect of any failure to return the both the living/cab area and the horse area of the horsebox in good clean condition; and

8.3.21 keep the horsebox adequately secured at all times (including any outdoor lockers and containers).

8.4 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.

8.5 All animals (including dogs and other pets) to be carried by the horsebox must be approved by us prior to the commencement of hire.

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

8.7 The rental vehicle is for personal use only and transportation of own horses and may not be sublet for hire or reward.

## **9. Default**

9.1 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 that you will no longer be in possession of the horsebox with our consent and, subject to our right to take possession of the horsebox 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.

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

## **10. Ownership**

10.1 The horsebox shall at all times remain the property of Equine Express 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**

11.1 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 and all other accessories to us at our premises in good clean order and working condition at your expense and risk.

11.2 Unless we otherwise agree in writing, the return of the horsebox shall be made by you returning it at our premises on or prior to the date agreed for the expiry of hire.

11.3 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.

11.4 In the event that you do not return the horsebox on time and in accordance with these terms: -

11.4.1 A penalty payment of £50 will immediately become payable to us for each hour between the agreed expiry of the hire and the actual time of return (subject to a maximum daily penalty charge of £150);

11.4.2 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.

11.5 You hereby authorize us to charge all such penalties against your credit/debit card.

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

11.7 In the event that the horsebox's fuel tank is not returned full you hereby authorize us to fill the tank on your behalf and charge the costs of such fuel to your credit card.

## **12. Insurance**

12.1 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) the period of your hire and there shall be no additional charges where your use of the horsebox is to be restricted to the United Kingdom.

12.2 Only those persons named as drivers in the hire form may drive the horsebox.

12.3 Please note that 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.

12.4 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 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 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.

12.5 In no event shall we be responsible to you for any loss or damage to personal goods 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. Please note that the insurance policy maintained by us in respect of the horsebox is subject to a £500 excess and you hereby authorize us to charge all sums not covered by a policy of insurance to your credit card or deposit paid to us.

12.6 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. Our Liability to you**

13.1 We make no promises, whether express or implied, in relation to the accuracy of information on our website and any material downloaded from our website is at your own risk and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

13.2 Nothing in the 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.

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 licenses, consents, permissions, membership and any other qualifications required for the use of the horsebox; Your providing us with incorrect or incomplete information.

13.6 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.

### **14. Indemnity**

14.1 You agree to be fully responsible for 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 directly or indirectly as a result of any breach or default on your part in the discharge of your obligations under this hire contract.

### **15. Data Protection**

15.1 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 unauthorized access to information supplied by you.

15.2 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 would like to be notified of these please tick the box below. 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.

**16. Assignment**

16.1 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. Should you have any questions concerning these terms you may contact Equine Express at the address above.

**17.1 Insurance Hire Endorsement Questions**

- 1. I am over 23 years old and under 70 years old?
- 2. I have held a full UK Licence for 24 months or more?
- 3. I have provided copies of my driving licence, paper and card part.
- 4. My occupation is: - .....  
 (below are occupations which will need to be automatically referred or declined)  
 professional entertainment or professional sports person  
 Foreign service personnel other than persons born in the United Kingdom
- 5. I have not had more than two speeding offences in the past 5 years. If the hirer has more than 6 points they will need to be referred.
- 6. I do not have any mental or physical defect or infirmity or suffer from fits, diabetes or heart complaints - will need to be referred if yes
- 7. I have not had my insurance declined and/or renewal refused and/or special insurance terms imposed as a result of claims experience and/or have had my insurance or cover cancelled by any motor insurer – if yes this will need to be referred.
- 8. Whilst driving, I have not been involved in more than one accident during the past 5 years – otherwise will need to be referred.

**Hirer Name**

Hirer Address

Mobile Number

Period of Hire

Signed .....

Date .....

**Equine Express**

Signed .....

Date .....

Driving Licence Number:

Mileage out:

