

Malton Horsebox Hire terms and conditions of hire

Please read the below carefully before placing your order and keep a copy of these terms and conditions for your future reference. If you have any questions in relation to these terms please contact Malton Horsebox Hire in writing either via the postal or email address below.

Formation of the contract

We are Yorkshire Change Consultants Ltd operating as Malton Horsebox Hire of 5 Ducks Farm Close, Kirby Misperton. YO17 6XH (telephone 07970663505 or email enquiries @maltonhorseboxhire.co.uk, these terms apply to the hire of our horsebox and all services we supply to you.

No contract exist between you and us for the hire of the horsebox until we have received and accepted your booking order, we will then send you confirmation in writing by post or by email to the postal address or email address that you have provided to us. On confirmation of your order, a binding legal contract shall exist between us that shall be governed by English law and English Courts.

You shall be responsible for ensuring the accuracy of any order submitted by you (including whether the horsebox is adequate for your purposes) and for giving us any necessary assistance and information relating to the hire of the horsebox or as we may reasonably require within a sufficient timescale to enable us to perform the contract in accordance with these terms

We have the right to change these terms without notice to you in relation to any future hire provided that we notify you of any such changes a reasonable time

1) Description and price of the service

1.1. The description and price of the hire services that you order will be as shown in our quotation at the time of order. Hire 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.

1.2. The horsebox is subject to availability at the time of your order. If, after acceptance of your order, the horsebox is not available, we shall inform you immediately, and refund all monies in FULL at the date of cancellation, without any further liability to you.

1.3. WE shall make every effort to ensure that the prices shown in any quotation are accurate. 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.

2) Payment

2.1 Payment must be made at the time of booking either on-line(via Paypal) through our booking system or you can contact us direct for bank details

2.2 A deposit of 25% 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.

2.3 A security deposit of £150 must be paid by you in the form a cash deposit and will be held by us and returned to you when the horsebox is returned, subject to there being no repairs or maintenance(including cleaning or refuelling) necessitated as a result of an accident, by negligent use or lack of care of the horsebox. We reserve the right to retain your current driving licence as additional security.

2.4 Please note that the horsebox will not be made available to you until we have received and cleared all funds due to us. 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.

2.5 If the payment of any fees 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 we may release the horsebox reserved for you to another customer without liability to you.

2.6 Invoices from us and payments made to us will refer to Yorkshire Change Consultants Ltd rather than Malton Horsebox Hire.

3) Collection/delivery of the horsebox

3.1. Unless we otherwise agree, delivery of the horsebox shall be made by you collecting it at the specified location on the date and time agreed for the commencement of hire. Collection and return times for the horsebox shall be provided for on the confirmation of order form. All horseboxes must be returned by 7pm on the date of hire unless prior agreement has been given

3.2. At the time of collection of the horsebox you will be required to sign 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 contract carefully and checked all inventories.

3.3 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.

3.4 We will ensure that the horsebox will be provided with a full tank of fuel at the commencement of hire. You agree to return the horsebox with a full tank of fuel.

3.5 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) – a scanned copy of each driver’s current driving licence, UK passport and originals of 2 utility bills less than 3 months old, containing details of their current residential address. A signed and dated insurance form is also required on the day. 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 until we are satisfied with the forms of identification for all drivers of the box

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

4) Your right to cancel

4.1 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. To exercise your right of cancellation You must give written notice to us by hand, by post or email to the address or email address shown on the confirmation of order form.

4.2 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. Excluding the non-refundable deposit

4.3 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 e-mail address shown on the confirmation of order form

If the termination is received after the end of seven working days from the date of confirmation of the order for hire but 7 days prior to commencement of hire we will refund you 50% of any monies owed to you

If the termination is received after this period (7 days before commencement of hire) no monies will be refunded

5) What you can expect from us

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

5.2 We shall be under no liability in respect of any defect arising from fair wear and tear, will-ful damage, negligence, abnormal working conditions, failure to follow our manufacturer instructions (whether oral or written) misuse or alteration or repair of the horsebox without our prior approval.

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

5.4 During the course and duration of this contract we will arrange for the provision of any roadside rescue.

5.5 Where any repair or maintenance is required because of an accident or by any negligent use or abuse of the horsebox, your security deposit of £150 will be retained by us. A horsebox specialist will assess the final cost of repair and we will agree a final settlement figure with you, up to a maximum of £500 for 25-75 year olds (less your £150 holding fee). £500 is the excess figures as determined by our insurance company.

5.6 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 (including deposit).

6) What we expect from you

6.1 You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, permissions and licences and conform to all relevant rules and regulations as may be required for you to drive and otherwise use the horsebox. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

6.2 All drivers whom you have notified us of (and been approved in writing by us on the Delivery and Acceptance Form) of the horsebox must be between the ages of 25 and 75 years and must have held a full UK or EU 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 recent regular vehicle driving experience. We cannot hire to any drivers engaged in any of the following occupations or professions: -

- i. Professional entertainment or theatrics
- ii. Undergraduates or students age under 25 years
- iii. Foreign Services personnel born outside of the United Kingdom

6.3 Drivers must not 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).

6.4 Drivers must not have any mental or physical infirmity, unless such a condition has been declared to and accepted by the DVLA. Drivers must not 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, via our insurers in advance in writing.

6.5 Drivers must not 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, via our insurers in advance in writing.

6.6 You shall 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.

6.7 You agree to pay for all fuel for the proper running of the horsebox.

6.8 You agree to 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.

6.9 You agree not to take or allow the horsebox to be taken out of England, Wales or Scotland

6.10 You will 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 accordance with these terms.

6.11 You will not sell, assign, mortgage, lend, let or hire or otherwise dispose of or part with possession of the horsebox or part thereof not attempt or purport to do so.

6.12 You will not remove or interfere with any identification marks or plates affixed to the horsebox.

6.13 You will 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.

6.14 You permit us or our authorised representatives' at all reasonable times to enter upon the premises where the horsebox may from time to time be garaged or parked to inspect test the condition of the horsebox and to ensure that you are and have complied with your obligations as herein provided.

6.15 You will notify us immediately of any change in your address or the address at which the horsebox is to be kept.

6.15 You will be solely responsible for ensuring that fluid levels are checked and adjusted as necessary; the exterior, interior and upholstery of the horsebox is kept clean and YOU must notify us immediately of any damage.

6.17 You will ensure that the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law.

6.18 You will use all partitions and such other equipment for the sole transportation of horses and not transport any horse unless they have been properly secured. No hazardous, explosive or dangerous goods are to be transported.

6.19 You will not carry more persons or horses than is recommended and at all times comply with all load and weight restrictions as may apply in using the horsebox and not overload the horsebox or permit the horsebox to be overloaded. The maximum is two horses and the maximum payload weight of 900 kilos.

6.20 You will not deface or allow to be defaced the paintwork, body and coachwork of the horsebox.

6.21 You will 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.

6.22 You will 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, up to a maximum of £500 (which is the excess laid out to us by our insurers, Millins Chartered Insurance Brokers).

6.23 You will keep the horsebox in good repair and condition.

6.24 You will give notice to us immediately of any loss or damage to the horsebox.

6.25 You will 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 authorise us to charge such costs and expense against your deposit. Please note that there is a £50 surcharge in respect of any failure to return both the living/cab area and the horse area of the horsebox in good clean condition.

6.26 You will keep the horsebox adequately secured at all times. The Vehicle must be parked in a secure off road parking area at the address of the hirer at times when the vehicle is not in transit or being used at a show, event etc. for which it has been hired.

6.27 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

6.28 Dogs and other animals are not permitted to travel inside the horse box or in the cab or driving area at any time.

6.29 The horsebox shall not be driven by you for more miles than provided for on the order confirmation form and if you breach this obligation an additional charge will be made to you on the return of the horsebox of £1 per mile. The maximum mileage allowed on a single daily rate is 300 miles per day (£1 per mile thereafter).

6.30 You will not remove any fixtures or fittings from the horsebox.

6.31 For the avoidance of doubt 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. All horses travelling must be accompanied with its own up to date passport.

6.32 Under no circumstances do we permit the hirer to sublet, or use our horseboxes for the purpose of hire and reward. If any such vehicle is found to have been sublet whilst on hire the insurance will become null and void and the hirer will be liable for any accident, damage, or liability to us and any other third party involvement

7) Breach of terms/contract

7.1 We may, upon any breach by you of any of the provisions of this contract terminate it. In such circumstances 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.

7.2 Any expenses 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.

8) Ownership

8.1 The horsebox shall at all times remain the property of Yorkshire Change Consultants Ltd t/a Malton horsebox hire and Transport 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.

9) Returning the horsebox

9.1 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.

9.2 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 time and date agreed for the expiry of hire as provided for on the confirmation of order form.

9.3 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.

9.4 In the event that you do not return the horsebox on time and in accordance with these terms. A penalty payment of £20 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 £80)

9.5 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.

9.6. Please note that no refund or other discount will be given where the horsebox is returned early.

9.7 The horsebox should be returned with a full tank of fuel. If the horsebox's fuel tank is not returned full, you hereby authorise us to fill the tank on your behalf and deduct the cost thereof

from your deposit, additionally being charged a £20 fee for our time in replacing the fuel for you.

9.8 If your horse/pony will not load and the horsebox is returned early, there will be no refund, so please check beforehand that your horse/pony will box.

10) Insurance

10.1 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 for 25-75 year olds) 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.

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

10.3 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.

10.4 You will 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.

10.5 Under no circumstances shall we be responsible to you for any loss or damage or injury to personal goods or possessions horses 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) 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 for 25-70 year olds excess and you hereby authorise us to charge all sums not covered by a policy of insurance.

10.6 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.

10.7 You shall notify us immediately of any accident that results in damage to the horsebox. The driver of the vehicle must complete and deliver to us the relevant accident report within 24 hours after the accident.

10.8 No admission of liability is to be made to any person in relation to such accident.

10.9 You will ensure that any writ or summons or other document relating to any proceedings arising out of such accident is forthwith delivered to us.

10.10 You will ensure that 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.

10.11 You hereby 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.

10.12 You will ensure that the names and addresses of all witnesses are collected and given to us.

11) **Our liability to you**

11.1. 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.

11.2 Nothing in these terms shall restrict our liability to you for death or personal injury caused by our negligence, liability for defective products under the Consumer Protection Act 1987 or fraudulent misrepresentation.

11.3 Under no circumstances 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.

11.4 We shall not be liable to you or be deemed to be in breach of the contract because 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; your providing us with incorrect or incomplete information.

11.5 Under no circumstances shall we be liable to you for any additional and/or consequential losses, expenses or costs incurred because of your 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.

11.6 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.

11.7 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.

11.8 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 before 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.

11.9 We are not responsible in any way or form including financially for any driving offence

which happened whilst you the hirer were driving/hiring the horsebox. Any offences which occurred whilst the hirer was hiring the horsebox and sent to us later will be forward to the hirer.

11.10 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.

11.11 If you have any questions concerning these terms you may contact us at the address or e-mail address shown on covering correspondence. Please do not take the horsebox from the premises if you do not agree fully to the above terms.

I the hirer/driver understand and agree to these conditions

Signed.....

Print Name.....

Date.....