

Self-Drive Horsebox Hire Terms & Conditions

For Ainscough Limited t/a Ainscough Hire

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER AND KEEP A COPY FOR REFERENCE. IF YOU HAVE ANY QUERIES IN RELATION TO THIS DOCUMENT, PLEASE CONTACT US ON 01695 364210 OR EMAIL info@ainscoughhire.co.uk

1. Details and body of the contract.

- 1.1 We are Ainscough Hire, Steel Point, Staveley Road, Skelmersdale, WN8 8DZ and these terms and conditions apply to the hire of all horseboxes supplied to you (the "hirer").
- 1.2 No contract shall exist between you and Ainscough Hire for the hire of the horsebox until an order has been received and accepted.
- 1.3 We will send confirmation in writing by post or email to the relevant addresses provided to us. On confirmation of the order there is a legal binding contract between us that shall be governed by English law and subject to the exclusive jurisdiction of the English courts.
- 1.4 It is your responsibility to ensure the accuracy of any order (including whether the horsebox is adequate for your purpose) submitted by you. You must also give necessary co-operation, assistance and information relating to the hire of the horsebox that we require within a sufficient time to enable us to perform the contract in accordance with its terms & conditions.
- 1.5 We have the right to change these terms without notice to you in relation to any future hires, we shall notify you of any such changes a reasonable time and manner prior to any further hires by you.

2. Description and rates for horsebox hire

- 2.1 The description and price of the hire services, will be shown in our hire estimate/ contract provided to the hirer when the order is placed.
- 2.2 The horsebox is subject to availability at the time of order. If, after acceptance of your order the horsebox is not available, we shall inform you immediately and refund all pre-paid amounts in full.

3. Payment Details

- 3.1 Payment must be made by debit card or credit card only.
- 3.2 A deposit must be paid at the time of booking, being 50% of the total hire charge.
- 3.3 The hirer is liable for the full value of the vehicle in relation to our insurance, in the event of accident or major damage claim the hirer is solely responsible and must pay the insurance excess of £500 (if aged 25-75 years) or £800 (if aged 22-24 years).
- 3.4 The vehicle will have a full tank of fuel upon collection for the start of the hire period, a £150 deposit will be required upon collection, and the monies will be refunded at the end

of the hire period if the vehicle is returned with a full tank of fuel and no chargeable damage.

- 3.5 All outstanding sums for the hire are payable upon collection using the same debit/credit card as used for the deposit. The hirer must acknowledge that they will be required to provide their credit/debit card details at the time of order, and authorise Ainscough Hire to charge the card accordingly with any outstanding sums. These card details will be kept on file in a secured password protected software system until the vehicle has been off hired and returned as per our terms and conditions.
- 3.6 The horsebox will not be made available until all funds have been received and cleared.
- 3.7 If payment of any fees is not made in accordance with these terms and conditions, we will terminate the contract and may release the horsebox to hire to any customer without any liability.

4. Collection Details

- 4.1 The hiring of the vehicle will commence on the date of which the horsebox is to be collected as per the confirmed hire contract.
- 4.2 Unless otherwise agreed in writing, collection of the vehicle shall be collected by the hirer at our premises on the date agreed on the hire contract.
- 4.3 The collection and return times for the vehicle will be confirmed on the hire contract. Our standard collection times are 5.00pm the day before the hire start date, or 8.00am on the hire start date. The vehicle must be returned NO LATER than 5.15pm on the last day of the hire period, unless previously agreed in writing.
- 4.4 We reserve the right to charge a financial penalty if the horsebox is not returned on time.
- 4.5 An acceptance form will be presented when the horsebox is collected to specify the precise details of the horsebox including the vehicle specification and a description of its condition at that present moment. The hirer will be required to read and sign the form to confirm they acceptance the condition of the vehicle and agree to all our terms and conditions. (Internal and external pictures will be taken of the horsebox before and after each hire, of which will be kept on record and can be sent to the hirer upon their request.)
- 4.6 We will endeavour to have the horsebox available for collection on the date and time agreed, but we shall not incur any liability in the event of a delay arising from matters beyond our control.
- 4.7 Prior to the release of the horsebox for hire, the hirer is required to provide all the necessary forms of identification requested, for each proposed driver of the horsebox. (These include driving licence, utility bill/passport/phone contract (2x forms of binding contracts with full name and registered address) DVLA check code)
- 4.8 Ainscough Hire reserves the right to refuse to hire vehicles without reason or explanation. In this case, all monies will be refunded.
- 4.9 The hirer may leave one car/ vehicle on our premises at Steel Point, Staveley road, Skelmersdale, WN8 8DZ for the duration of the hire. However, the vehicle and its contents are left entirely at the owner's risk.

5. Cancellation, No Show and Early Return Policy

- 5.1 The hirer has the right to cancel the contract at any time up to 48 hours before 8am on the hire start date. We will refund all prepaid amounts within 30 days less your 50% non-refundable deposit.
- 5.2 If less than 48 hours prior notice to cancel the contract is given then any prepaid amount will not be refunded.
- 5.3 If you have not cancelled your reservation and fail to pick up the vehicle then your prepaid amount will not be refunded.
- 5.4 If you return the vehicle before the return date the hire period will end but we will not refund any prepaid daily rental or part thereof.
- 5.5 If we cancel or fail to cancel the booking you will be fully reimbursed for any prepaid sums that you have paid to us for the booking.

6. Our Declaration

- 6.1 The services performed by Ainscough Hire will be to a high standard of quality that is expectable for the hirer.
- 6.2 Ainscough Hire are under no liability in respect of any defect arising from wear and tear, damage, negligence, failure to follow instructions, abnormal working conditions, misuse, alternation or repair of the horsebox without our approval.
- 6.3 Our terms and conditions do not affect your statutory rights as a consumer, if the hirer is in any doubt they should seek the relevant independent legal advice.
- 6.4 If the hirer has any complaints about of the services provided, we should be notified in writing by post or email.

7. Breakdown Cover

- 7.1 Ainscough Hire will arrange the provision of any roadside rescue (if required), the hirer must call Equine Rescue Services of which we have a contract. The hirer must read their terms and conditions which are displayed on the horsebox dashboard along with all relevant telephone numbers and details required. The hirer must quote the membership number at all times.
- 7.2 Ainscough Hire breakdown cover includes Equine Rescue cover, however this excludes accidents. Equine Rescue may provide recovery in the event of accident but this is on a pay-on-use basis and the hirer will be responsible for these costs.

8. Obligations

- 8.1 The hirer shall ensure the appropriate qualifications, registrations and licenses are accurate and in place according to the rules and regulations to allow them to hire the horsebox.
- 8.2 All drivers must be between the ages of 22 and 75 years old.

- 8.3 All drivers must hold a full UK, EU and Channel Islands driving licence (applicable for the weight of the vehicle hired), this must have been held for 2 years.
- 8.4 All drivers must have at least 2 years regular driving experience in the UK.
- 8.5 All drivers must not have any non-motoring convictions and no more than 6 penalty points within the last 5 years.
- 8.6 Drivers must not have any medical condition, unless declared to their licence issuing authority (DVLA), accepted and issued with the license.
- 8.7 Drivers must not have had any insurance declined, cancelled, renewal refused or special terms imposed.
- 8.8 Drivers must not have had more than one fault accident or more than two non- fault accidents (a fault accident is where 100% recovery of all costs has not been made) within the last three years.
- 8.9 The hirer will ensure that the horsebox is driven, operated and used in a safe and appropriate manner.
- 8.10 The hirer will pay for all the fuel in the horsebox whilst on hire.
- 8.11 The hirer is completely liable for any fines or penalties received whilst driving/ responsible for the horsebox while on hire. For example speeding fines, parking tickets etc. These fees will be passed on directly to the hirer to resolve.
- 8.12 The hirer must not take the vehicle out of England, Wales or Scotland without confirming and receiving written consent from Ainscough Hire.
- 8.13 The hirer must collect and return the vehicle to Ainscough Hire as agreed on the hire contract.
- 8.14 The hirer must not sell, lend, let, hire or otherwise dispose of the horsebox.
- 8.15 The hirer must not remove or interfere with any items, belongings or plates affixed to the horsebox.
- 8.16 The hirer must notify Ainscough Hire immediately of any change of address.
- 8.17 The hirer must allow Ainscough Hire to attend the premises of where is horsebox is kept while on hire, if any inspections or testing is required.
- 8.18 The hirer is solely responsible for ensuring that;
 - Exterior, interior and upholstery of the horsebox is kept clean from marks or scratches
 - Fluid levels are checked and adjusted if necessary
 - No hazardous, explosive or dangerous goods are transported
 - Any damage is notified to Ainscough Hire immediately
 - Only equine animals are carried and transported
 - All equine animals are safely loaded and secured before and during travel
 - They comply with all load and weight restrictions as advised by the horsebox manufacture. The maximum is three passengers and two horses with a maximum combined weight of 1100 kilos
 - No towing equipment, alternations or modifications are fitted or completed to the horsebox

- In the event of major damage or an accident, resulting in the horsebox requiring major repair works, the hirer must pay the insurance excess of £500 (if aged 25-75 years) or £800 (if aged 22-24 years)
- Must keep the horsebox in good condition, fair wear and tear is expected and allowed. Fair wear and tear does not include; Dents or scratches to the bodywork, Stains, burns or tears to the upholstery, The ramp, partitions, engine, gear box, clutch or brakes not been in good working order. Any lighting or electrical equipment not been in good working order and slits in the tyre walls.
- Must keep the horsebox secured at all times
- Dogs and other pets are not allowed in the vehicle
- Must not remove any furniture or belongings to Ainscough Hire
- Smoking is STRICTLY PROHIBITED in any part of the horsebox
- All equine animals transported and carried are at the hirer risk and the hirer should have the appropriate insurance cover in place, including insurance for each horse/pony and evidence/ a copy of its up to date passport.
- Ensure the correct type of fuel is used.

9. Default

- 9.1 Upon any breach of these terms and conditions by the hirer, Ainscough Hire shall be entitled to take possession and recovery of the vehicle without prejudice to any pre-existing liabilities on the part of the hirer.
- 9.2 Any expenses incurred by Ainscough Hire in repossessing or recovering the vehicle on default of the hirer, will be payable by the hirer.

10. Ownership

- 10.1 The horseboxes shall remain the property of Ainscough Hire at all times.

11. Returns and Damage

- 11.1 On termination of the hire, the horsebox must be returned (including all equipment, tyres, handbooks and accessories) to Ainscough Hire at our premises, in good clean working condition and the hirer's expense and risk on the date/time as agreed on the signed hire contract. (Unless previously agreed otherwise in writing.)
- 11.2 The horsebox must be returned on time in order to be prepared for other customers. In the event the horsebox is not returned on the specific time/ date a penalty charge of £50 will become immediately payable to Ainscough Hire for each hour after the agreed time/date.
- 11.3 Ainscough Hire must be informed if the hirer is unable to return the horsebox due to accident, damage, loss immediately, then appropriate action can be taken.
- 11.4 In the event the vehicle is not returned with a full tank of fuel, the cost to refuel the vehicle will be deducted from the hirer's cash deposit, plus an additional £20 fee for our time to replace the fuel.

- 11.5 The hirer hereby authorise Ainscough Hire to charge all penalties fees against the credit/debit card details given.
- 11.6 Unless any of the following charges are covered by our insurance (excluding any damage which we estimate to be within the appropriate insurance excess) then you will be responsible for the following charges:-
- 11.6.1 any damage caused to the vehicle and/or accessories
 - 11.6.2 any loss of use of the vehicle while we cannot rent it out to another customer which will be calculated on the basis of the rental charge of each day (or part of a day) in excess of the hire period and until the vehicle is checked in by us as returned)
- 11.7 any damage caused to the vehicle while you have it in your care will be evaluated by us (reasonably) and charged, according to our costs estimation against the debt/credit/charge card you supplied to us at the time of collection of the vehicle in addition to our damage administration fee.

12. Insurance

- 12.1 Ainscough Hire insure and keep the vehicle insured under a fully comprehensive policy against loss or damage to its full replacement value with an (excess of £500 (if aged 25-75 years) or £800 (if aged 22-24 years)).
- 12.2 Any persons wishing to hire/drive the horsebox must complete and return the self-drive hire insurance questionnaire which will be individual checked by Ainscough Hire against our insurance policy and standards. On the occasion the hirer does not meet all of the acceptance criteria, they will be referred to our insurer. A £20 non-refundable referral fee is required in order to refer the persons. There are three possible outcomes from a referral; the hirer will be able to drive on normal terms with no added premium, the hirer is allowed to drive with an increased premium and/or increased excess fee or the hirer is declined.
- 12.3 If the horsebox is used beyond the agreed hire period, the hirer is not covered by our insurance and all liability is solely the hirer.
- 12.4 The hirer is solely responsible for insuring all personal belongings and possessions which do not belong to Ainscough Hire. Ainscough Hire are not liable for any loss or damage to personal goods or possessions including equine animals.
- 12.5 The hirer shall not use or allow the vehicle to be for any purpose not permitted by the terms, conditions and insurance policy whereby the insurance may be invalidated.
- 12.6 In the event of an accident;
- Notify Ainscough Hire of the accident within 24 hours.
 - Complete and provide a written statement/ accident form including a full description of the accident (what happened, where is happened, when it happened and whom was involved) plus any witness/passengers statements and details.
 - A copy of any written/summons or other documents relating to any proceedings arising from the accident is to be given to Ainscough Hire.

- All information, documents and evidence is passed onto our insurers to conduct a thorough investigation and relevant proceedings.

13. Overseas Travel

13.1 Overseas travel is not permitted.

14. Our Liability

- 14.1 Ainscough Hire make no assurances in relation to the accuracy of the information supplied and assume no liability for any loss or damage arising from your use as the hirer.
- 14.2 You agree not to use or allow a vehicle to be used for any commercial or business purpose and we have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings or interest, loss of earnings, loss of margin, loss of use, loss of contract, loss of good will or loss of reputation.
- 14.3 Except as provided herein our total liability to you arising out of or in connection with the hire shall not exceed the total hire charges provided that nothing in these terms shall operate to exclude or limit the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation and any other liability which cannot as a matter of law be excluded.
- 14.4 Ainscough Hire shall not be liable or in breach of contract for any reason or delay in performing if/ failure to perform for reason beyond our practical control. E.g. Failure to provide payment when due, failing to have the correct licenses, permissions and any other qualifications required, providing incorrect or incomplete information.

15. Data Protection

- 15.1 Ainscough Hire take all reasonable duty to comply with the obligations under the Data Protection Act 1998, all details of the hirer and payment details are kept securely filed away.
- 15.2 Ainscough Hire will only use the information provided to fulfil the order unless otherwise agreed. Ainscough Hire will inform all existing customers of new products, offers and services from time to time, if you wish to not be notified please let us know.
- 15.3 Upon written request by the persons, Ainscough Hire will amend or delete any information kept on file.
- 15.4 Ainscough Hire is not held responsible for any driving offences which may occur whilst the horsebox is on hire to the 'hirer'. Any offences that occur while the horsebox is on hire which are sent to Ainscough Hire will be passed onto the hirer at a later date.

16. VAT

All charges herein referred to shall be subject to VAT (value added tax) as appropriate.

17. Applicable Law

It is agreed that in the case of any dispute regarding the rental the applicable law will be English law and subject to the jurisdiction of the English and Welsh courts.

Ainscough Hire have the right refer back to these terms and conditions at any point during the hire period.