

Stirling Trailer Centre Ltd Overlander horsebox hire terms and conditions.

Please carefully read through our terms and conditions raising any questions or queries to a staff member or contacting us on 01786 833424 Email: admin@stirlingtrailercentre.co.uk.

1. We Stirling Trailer Centre Ltd offer the hire of 3.5T motorised Overlander Horseboxes. Where these terms and conditions use terms such as "we", "us" and "our" they refer to Stirling Trailer Centre Ltd.
2. The contract between you and Stirling Trailer Centre Ltd will only exist and be binding when the specified deposit has been paid, all required documentation has been provided and all booking forms presented to you have been completed and signed. On Completion of said process there shall exist a legally binding contract between you and us that shall be governed by Scottish law and be subject to the jurisdiction of the Scottish Courts.
3. It is your responsibility to ensure that the vehicle you are hiring is suitable and legal for your needs.
4. We reserve the right to change these terms and conditions at any time without notice, we will notify you of said changed within a reasonable timescale.
5. The description and price of the hire services that you require will be as shown in our quotation provided to you at the time that you place your order of hire. The horse box is subject to availability at the time of your enquiry. If, after acceptance of your hire, the horse box you have ordered is somehow not available, we shall inform you immediately. We shall make every effort to ensure that prices shown in the quotation are accurate at the time of conformation. However, if an error is found, we shall inform you as soon as possible and offer you the option of reconfirming your hire at the correct price or cancelling your hire. If you decide to cancel, we shall refund you in FULL for any sum that has already been paid by you.
6. Payment Terms: Payment for this service must be made by debit card or credit card.
7. Additional drivers can be authorised at a charge of £10.00 per day (must have a valid licence which has no more than 6 points)
8. Please note that the horse box will not be made available to you until we have received and cleared all funds due and payable to us for the hire services
9. Hire terms of up to 1 month will be subject to a £400 deposit, with any difference of cost of hire and additional charges refunded on return. Hire terms for 1 month or over will be subject to a £500 deposit plus 1 month's payment upfront and invoiced monthly thereafter. The deposit will be refunded on return less any additional charges, we reserve the right to charge for any damages found within a 24hr period of vehicle return.
10. You are liable for the insurance excess of £500 in the event of an accident.
11. The vehicle must be returned with the same fuel level as supplied or you will be subject to £25.00+VAT per ¼ tank of fuel.
12. 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 horse box reserved for you at the time of your order may be released by us for hire to any other customer without liability to you.
13. Collection: Unless we otherwise agree in writing, collection of the vehicle horse box shall be made by you at our premises on the date / time agreed for the commencement of hire. The horse box needs to be returned NO LATER THAN 4.45pm on the last day of your hire unless previously agreed in writing. Otherwise a financial penalty will apply.
14. We will use all reasonable endeavours to have the horse box available for collection on the date and time agreed on the confirmation of hire we shall not incur any liability whatsoever in the event of any delay arising from matters beyond our control.
15. We will prepare a vehicle check sheet form which will specify the details of the horse box, including details of its state and condition and requirements for its use. At the time of collection of

the horse box you will be required to sign the form to confirm your acceptance of the condition of the horse box and understanding of the use. You will be asked to ensure that you have read the form carefully and checked all inventories and other specifications against the horse box before signing and thereby accepting the condition of the horse box.

16. Prior to the release of the horse box, you shall be required to provide us with the following: The hard copy of each driver's current UK driving licence, containing details of their current residential address and another two forms of proof of address eg Utility bill less than 90 days old. Pay the deposit of hire, agree and sign our terms and condition of hire. Check motoring convictions with DVLA.

17. Stirling Trailer Centre Ltd reserve the right to refuse supply any hire vehicles without reason or explanation. In this event all monies will be fully refunded to you.

18. 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. However, you will be charged a handling fee within seven days of collection this will be your £400 deposit minus the hire duration cost up to a maximum of £200.

19. 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 7 days for any sums that have been paid by you or debited from your credit card for the hire services, less your £400 deposit.

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

21. 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 misuse or alteration or repair of the horse box without our prior approval.

22. 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.

23. If you have any other complaint about the hire services, you should notify us in writing at the address Stirling Trailer Centre Ltd, Stirling Agricultural Centre, Stirling, FK9 4RN or e-mail address as above.

24. During the course and duration of this contract we will arrange for the provision of any roadside rescue (if required) You must at all times telephone Equine Rescue Service of which we have a contract. The telephone number and details are permanently displayed in the horse box with the pack given to you at time of collection.

25. All drivers who wish to hire from us must be between the ages of 22 and 75 years and must have held a full UK driving licence for a period of at least 2 years prior to the proposed date of commencement of hire.

26. You shall ensure that the horse box is driven or operated in a safe manner and for the purposes for which it was designed.

27. You shall pay for all fuel for the proper running of the horse box -and do not let the truck run low on fuel.

28. You shall inform us against all fines, penalties and liabilities payable by us by virtue of your hire together with any costs or expenses relating thereto incurred by such use of the horse box.

29. You shall not take or allow the horse box 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.

30. You must not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horse box or attempt or purport to do so.

31. You must not remove or interfere with any identification marks or plates affixed to the horse box

32. You must permit us or our authorised representatives at all reasonable times to enter upon the premises where the horse box may from time to time be garaged or parked to inspect test the

condition of the horse box and to ensure that you are and have complied with your obligations as herein provided.

33. Condition and maintenance of the horse box, you will be solely responsible for ensuring that:

- fluid levels are checked and adjusted as necessary
- the exterior, interior and upholstery of the horse box is kept clean
- we are notified immediately of any damage
- all partitions and other equipment are used for the sole transportation of equine animals and will not transport any equine animal unless they have been properly secured.
- at all times you are complying with all load and weight restrictions as may apply from time to time in using the horse box and not overload the horse box or permit the horse box to be overloaded.
- paintwork, body and coachwork of the horse box are not defaced or suffer to be defaced.
- you bear the cost of the repair or rectification of any damage to the horse box resulting from negligence or improper use of the horse box by you or any person who has used the horse box during the hire contract, up to a maximum of £500.00.
- you keep the horse box in good repair and condition, fair wear and tear excepted but does not include:
 - Bodywork : dents or scratches
 - Upholstery : stains, burns or tears in seats, headlining or carpets
 - Mechanical : the ramps. Partitions, engine, gearbox, clutch, axles, suspension steering and brakes not being in good working order.
 - Electrical : lighting and all equipment not being in good working order.
 - Tyres : uneven wear of tyres, slits in tyre walls.

34. Indemnify us against all damage and neglect, to the horse box or its contents arising from the breach of your obligations under these terms (including your failure to return the horse box and any of its contents and accessories in good clean order and working condition) and you are hereby liable to such costs and expenses up to a maximum of £1500, Please note that there is a £50 p/hour fee in respect of any failure to return both the living & cab area of the campervan in good clean condition.

35. Keep the horse box adequately secured at all times.

36. All animals to be carried by the horse box must be approved by us prior to the commencement of hire. Our Horse Boxes are built to carry equines only.

37. Please note that smoking is STRICTLY PROHIBITED in any part of the horse box.

38. 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 and you will no longer be in possession of the horse box with our consent and subject to our right to take possession of the horse box 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.

39. Any expenses incurred by us in repossessing the horse box or in recovering possession of the horse box on default of delivery by you under these terms will be reimbursed by you to us on demand.

40. The horse box shall at all times remain the property of Stirling Trailer Centre Ltd and you shall have no rights to the horse box other than as hirer.

41. On termination of the hire or on expiry of the period of hire, you shall no longer be in possession of the horse box with our consent and shall forthwith return the horse box 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.

42. Unless otherwise agreed, the return of the horse box shall be made by you returning it at our premises on or prior to the date / time agreed for the expiry of hire as provided on the confirmation form. It is important that the horse box is returned on time so that it can be prepared in readiness for release to other customers.

43. In the event that you do not return the horse box on time and in accordance with these terms 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).

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 horse box in accordance with these terms.

44. . You are hereby liable to pay Stirling Trailer Centre Ltd such penalties up to a maximum of £500.

45. Please note that NO REFUND or other discount will be given where the horse box is returned early.

46. The horse box should be returned with its fuel tank full of fuel. In the event that the horse box'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 debit/credit card.

47. If your horse/pony will not load and the horse box is returned early, there will be no refund, so please check before your horse/pony will box.

48. Insurance: We shall insure and keep the horse box insured under a fully comprehensive policy against loss or damage to its full replacement value with an excess of £500.00, for the period of your hire and there shall be no additional charges where your use of the horse box is to be restricted to England, Wales and Scotland. Loss or damage of less than the maximum excess of £500.00 is chargeable at the actual amount incurred.

49. Only those persons named as drivers in the insurance proposal form which you will be required to complete prior to the hire commencing may drive the horse box.

50. Please note that the use of the horse box 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 horse box on time and in accordance with these terms.

51. 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 that we consent to being carried in the horse box 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.

52. In no event shall we be responsible to you for any loss or damage to personal goods or possessions equine animals and you hereby agree to notify us against any loss or damage to the horse box (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 horse box is subject to a £500.00 excess.

53. You shall not use or allow the horse box 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.

54. In case of an accident:

You shall, in the event of an accident that results in damage to the horse box, procure that:-

- You shall notify us of the accident and in any event within 24 hours after the accident.
- The driver of the vehicle must complete and deliver to us the relevant accident report within 24 hours after the accident.
- No admission of liability is to be made to any person in relation to such accident.
- 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.
- You shall immediately upon demand fully and effectually notify 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 horse box or its use and which are not recoverable under the policy of insurance.
- The names and addresses of all witnesses are to be collected and given to us.

55. Hirer Restrictions:

We are unable to let out on hire or to be driven by:-

- Hirers under the age of 22 or over the age of 75 years of age
- Hirers who do not have a full valid UK driving licence or one that has been held for less than 2yrs
- Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their UK driving licence endorsed or suspended or more than 6 penalty points imposed. ("Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded)
- Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of a claims experience and/or have had their insurance or cover cancelled by any Motor Insurer
- Persons engaged wholly or partly in professional entertainment or theatrics.
- Persons who, whilst driving have been involved in more than one accident during the past 3 yrs.

56. 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.

57. 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
- fraudulent misrepresentation

58. 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.

59. 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 horse box
- your providing us with incorrect or incomplete information.

60. In the event that the vehicle breaks down or has accident damage where it is no longer operational, Stirling Trailer Centre hold no liability for any losses you may incur due to the vehicle failure nor do we have any responsibility to provide a replacement vehicle.

61. 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.

62. Data Protection: 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 hire 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.

63. We shall only use the information you provide about yourself for the purpose of fulfilling your hire order. 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.

Should you have any questions concerning these terms you may contact Stirling Trailer Centre Ltd at the address/number or e-mail address shown on covering correspondence.

Signed:

Date:

Print Name:

Time:

IMPORTANT NOTICE FOR HORSE BOX HIRERS

RE: Horse Passport Regulations

We urgently draw your attention to the requirements for carrying passports when travelling with your horse. From 28 February 2005, horses must be accompanied by their passport 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

Over recent weeks Trading Standards have been carrying out spot checks on horse transporters and private owners as they travel throughout Britain and have indicated their intention to impose fines of between £2,000 - £5,000 for any horse travelling without a passport.

We recommend that you carry your horse passports at all times when travelling. For the purpose of your ESS membership, we must advise that our national network of horse transporters could refuse to help recover your horse from a breakdown or accident if they are not travelling with their passports.

Your co-operation would be greatly appreciated.