

## **Kingstand Horseboxes Hire: Terms & Conditions**

We are Kingstand Horseboxes (owner), Cuckney Road, Budby, Mansfield NG22 9EY. These terms shall apply to the hire of the horsebox that we supply to you (Renter). No contract shall exist between owner and renter for the hire of the horsebox and any services until we have received and accepted your order. 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.

You shall be responsible to us for ensuring the accuracy 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.

We may change these terms without notice to you in relation to any future hire.

### **1. Description and Price of Hire Services**

a) The description and price of hire services that you order will be as shown in our quotation already provided to you or on our website at the time when you place your order.

b) The company will provide the renter with

- i. a rental agreement for the period of hire, signed by both parties to confirm agreement to all terms and conditions held within this contract
- ii. comprehensive vehicle insurance for period of hire
- iii. full tank of fuel upon hire of horsebox
- iv. full instruction of how to operate the horsebox
- v. Twenty four hour rescue/road side assistance.

### **2. Extension of Rental Period**

Owner may extend the period of rental at the request of the Renter. The renter will pay such additional deposit or deposits, as the Owner shall require. In the event of extension(s) the new date and time agreed for the return of the horsebox shall then become the due back date. In no event shall the duration of the rental exceed three months in aggregate.

### **3. Warranties by Renter and Additional Driver - Owner Rights**

a) Renter agrees to return horsebox to Owner in the same condition received, ordinary wear and tear accepted, on due date specified overleaf;

b) Renter agrees not to use horsebox for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of owner) from England, Scotland, Wales, Northern Ireland or Southern Ireland.

c) Renter hereby warrants and undertakes to the Owner

- i) the accuracy of the information supplied to the Owner;
- ii) that in the case of business rental this Agreement is entered into by the Driver for and on behalf of the Renter

iii) that he will not operate horsebox or permit the horsebox to be operated in any way that would violate this contract, including: Driving by any person under 25 or over 70: in motor sport events (including racing, pacemaking, rallying, reliability trials, and speed testing); to propel or tow any vehicle or trailer; by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation: by any other person other than the Renter or additional Driver shown overleaf; under authority of any licence other than his own if renter or driver leaves the horsebox unlocked or fails to secure the keys; other than on a paved public highway, private road or driveway; in a reckless or imprudent manner or if the horsebox is deliberately damaged;

iv) that the licence shown to Owner at the time the horsebox is rented is his own and fully valid;

v) a valid DVLA checkcode and licence check will be required prior to rental

vi) that he will further protect the interests of the Insurer and the Owner by ensuring the horsebox is always locked when unattended: and the keys are secure.

d) If Renter commits any breach of the agreement, as outlined in clauses 3(a) –

e) inclusive, Owner may treat the agreement as terminated and may seize, without legal process, or notice to Renter, the horsebox at any time and place and Renter waives all claims for damages connected with such a seizure;

f) Renter authorizes Owner to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by Renter and any additional drivers overleaf.

#### **4. Payment**

a) Full payment is required at the time of booking by credit/debit card in the name of the driver (No cash). A refund of 50% will be given if cancellation is made 7 days prior to the date of hire.

b) All outstanding sums in respect of the price for the hire services will become payable not less than 10 working days before the proposed commencement of hire. Unless we have already received the full outstanding payment from you in respect of the total hire services, we shall automatically charge the balance of the price to your credit card 10 working days before the proposed commencement of hire. You hereby acknowledge that you will be required to provide us with your credit 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.

c)The horsebox will not be made available to you until we have received in cleared funds all sums due and payable to us for the hire services.

d)The hiring of the horsebox will commence on the date on which you collect the horsebox as agreed.

e) 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.

f) The horsebox will be provided with a full tank of fuel at the commencement of hire. Please note obligations in respect of fuel when returning the horsebox.

g) 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 drivers current driving license, passport and two recent utility bills containing details of their current residential address.

h) Please note that, notwithstanding your payment of all sums owing to us in respect of the proposed hire, the horsebox will not be 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.

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

j) Renter expressly agrees to pay owner on demand:

k) A charge will be made for delivery and collections

i) Service and time charges at rate specified overleaf plus other charges, if applicable even if an account is forwarded to a third party;

ii) Collision Damage Waiver (if any), Theft Protection Insurance (if any), Personal Accident Insurance (if any), Legal Liability Insurance (if any) and miscellaneous charges at the rate specified overleaf;

iii) All fines and court costs for parking, traffic or other legal violations assessed against the horsebox, Renter other Driver or Owner until horsebox is returned, except where caused through fault of Owner. Renter is liable as the owner of the horsebox in respect of: any fixed penalty offence committed in respect of that horsebox under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; any excess parking charge which may be incurred in respect of that horsebox in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991;

l) 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. m) Value Added Tax and all other taxes (if any) payable on the aforesaid items;

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n) Owners costs, including reasonable legal fees where permitted by law, incurred collecting payment due from Renter hereunder;

o) Fair market value of repairing damage howsoever caused to the actual horsebox supplied, administrative fees, plus loss of revenue at the daily rate of £85 based on Owner's loss of use of the horsebox, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the Renter or any other person, and regardless of whether damages are a result of an act of God. Owner shall have the sole right and

responsibility to repair the horsebox. Damage should be reported in writing to the office where the vehicle was rented as soon as possible and in any event within 24 hours after the Vehicle was damaged;

p) In the event of theft, fair market value of replacing the horsebox, administrative fees, plus loss of revenue at the daily rate shown overleaf based on the Owner's loss of use of the horsebox, if Theft Protection Insurance is not purchased or does not apply.

q) If the horsebox is stolen, it should be reported to the Owner immediately, and in any event within 24 hours after the horsebox was stolen. It should also be reported to the Police immediately and a crime reference number should also be obtained immediately, regardless if Renter's own insurance or if Owner's insurance applies;

r) Payment to be made in full before hire commences.

## **5. Your Right to Cancel**

a) You have the right to cancel the contract at any time up to the end of seven working days from the date that the contract was agreed between us. However, you will NOT be able to cancel the contract once we have begun to perform the hire services with your agreement.

b) To exercise your right of cancellation, you must give written notice to us by hand or by post or email, at the address shown above, giving details of the hire services ordered.

c) 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 or debited from your credit card for the hire services.

d) 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 a termination.

## **6. Your Obligations to Us**

You intake to owner as follows:

a) You shall not during the hire of this contract, not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or part thereof nor attempt to purport to do so.

b) We must be notified immediately of any change in your address and upon request by us promptly inform us of the whereabouts of the horsebox.

c) Use all partitions and such other equipment for the safe transportation of animals and not transport any animals unless they have been properly secured.

d) Do 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.

e) Please note that smoking is strictly prohibited in any part of the horsebox.

## **7. Return of Horsebox**

a) On termination of the hire however 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 tyres, tools, handbooks and accessories) to us at our premises in good clean order and working condition and at your expense and risk

b) 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 the hire.

c) 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.

d) In the event that you do not return the horsebox on time and in accordance with these terms: - a penalty payment of £99 will immediately become payable to us. 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.

e) Please note that no refunds or other discounts will be given where the horsebox is returned early.

f). Horsebox should be returned in condition it was taken. This includes mucking out the box inside

## **8. Owner's Insurance**

a) Renter is insured upon and subject to the terms and conditions of the policy of insurance held by the Owner in respect of the horsebox and its use against liabilities to third parties including passengers who are non-fare paying and for whom there are permanently fixed seats. A copy of the policy shall be kept available for inspection by the Renter at the registered office of the Owner specified overleaf.

b) In respect of each and every incident resulting in damage to the horsebox, the Renter shall forthwith upon demand pay to the Owner the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by the Owner in proceeding to recover the same from the third party. In the event of the Owner receiving from the third party any part of the amount of such costs and provided the Renter shall have performed its obligations hereunder the Owner shall repay to the Renter the like part of such excess.

c) 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 a 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 risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in this respect.

d) 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 agree to pay all sums not covered by a policy of insurance, these charges will be invoiced and payable by cash or bank transfer.

## **9. In Case of Accident**

The Renter shall in the event of an incident that results in damage to the horsebox procure that:

- a) The driver of the horsebox completes and delivers to the Owner the relevant accident report within 24 hours after the accident;
- b) No admission of liability is made to any person in relation to such accident;
- c) Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to the Owner at the address overleaf;
- d) All assistance is rendered to the Owner and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by the Owner in the name of the Renter and defending any proceedings brought against the Renter;
- e) The Renter shall forthwith upon demand fully and effectually indemnify the Owner against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the horsebox or its use and which are not recoverable under a policy of insurance whether the same is effected by the Owner or Renter;
- f) The names and addresses of all witnesses thereto are collected and given to the Owner.
- g) If an incident occurs whilst on hire, the hirer must provide photographic evidence of any damage caused to either vehicle by either party.

For the purposes of the DATA PROTECTION ACT (S) 1998, the Owner or any subsidiary of the Owner may hold and process by computer or otherwise the information given to Owner by the Renter or any Additional Driver to identify other products or services which might be relevant and for statistical analysis.

## **10. Renters Indemnity Provision**

Upon demand from Owner, Renter agrees to defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by Owner in any manner from this rental transaction or from the use or operation of the rental horsebox by any party, including claims of or liabilities to third parties and agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses.

## **11. Ownership**

The horsebox shall at all times remain the property of the owner and you shall have no rights to the horsebox other than as renter 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.

## 12. Usage

The Horsebox must not be taken outside England, Scotland or Wales without permission of the owner/ hirer and extra costs would be incurred.

Please note the following Insurance policies.

1. Any person between aged between 25 years and 75 years old and holding a full British licence for 24 months.
2. Free of physical defect or infirmity.
3. Not been convicted of the following motoring offences AC/BA/CD/DD/DR/IN/LC/MS/TT/UT/XX within the past 5 years, or convicted of more than two of the following motoring offences in the categories CU//MS/MW/PC/PL/SP/TS in the past 4 years.
4. Not involved in more than one accident in the past 3 years.
5. Not engaged in any of the following:
  - a) Professional entertainment or sport
  - b) Involved in the horse racing industry
  - c) Undergraduate or students under 25 years of age
  - d) Foreign Service Personnel, Armed Forces
6. A contract of hire not exceeding 30 days (unless approved by the Insurer)
7. The carriage of Passengers for Hire & Reward, Courier Use or fast food deliveries.

NB: Drivers not qualifying with these conditions may at times be included subject to additional terms, this must be approved PRIOR to hire.  
I agree to all the above terms and conditions, I fit all the insurance criteria and have provided proof with valid driving license.

Signed Owner ..... Signed Renter .....

Date ..... Date .....

## **Important Information and numbers**

### Telephone Numbers

Office hours: 07800 901039

Out of office hours: 01623 846380/07973 265773

Equine Rescue No: 0800 032 8321

Equine Rescue Membership no. 327PH181054

Your Equine Rescue card is located on the windscreen sticker.

Hours of collection/return are 7am - 7pm 7 days a week

If the vehicle is returned late, a sum of £10 per hour will be charged

A fee of £50 will be charged if the vehicle is returned in a condition deemed unsatisfactory

### Horsebox Information

Horsebox is a Citroen Relay 3.5 ton long wheel base Number plate is ND62 YRA

Bonnet catch is on the passenger side under glovebox

Toolkit and Jack are under passenger seat

There are brochures in the map holder- please feel free to take one and hand them out if asked

The van realistically does 20 to the gallon when fully laden

Smoking in the vehicle is not allowed