



# TERMS AND CONDITIONS OF HIRE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PLACING YOUR ORDER

## Preliminaries

- 1.1 These terms and conditions form the basis of the contract between T & W Rimmer, trading as Bickerstaffe Hall Stable Yard, of Bickerstaffe Hall Farm, Hall Lane, Ormskirk, Lancashire L39 0EH and you, the hirer. These terms shall apply to the hire of the horsebox and any associated services that we supply to you.

## Contract

- 2.1 No contract shall exist between you and T & W Rimmer for the hire of the horsebox and any associated services until we have confirmed your order by e-mail.
- 2.2 We shall require full payment for the hire at the time of order. Once payment has been made, we shall send an e-mail confirmation of hire to the e-mail address you have provided as part of the order process. Upon confirmation of your order, a binding legal contract shall be established between us that shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.
- 2.3 It is your responsibility to ensure the accuracy of any order (including whether the horsebox is adequate for your purposes), and to provide us with any necessary co-operation, assistance and information relating to the hire of the horsebox as we may reasonably require, within a sufficient timescale to enable us to fulfil our obligations and perform the contract in accordance with its terms.
- 2.4 By placing an order with us for horsebox hire, you are deemed to have accepted and agreed to ALL our current terms and conditions.
- 2.5 The contract shall be subject to your right of cancellation.
- 2.6 We have the right to change these terms and conditions without notice to you, but only in relation to any future hire, provided that we shall notify you of any such changes a reasonable time prior to any future hire taking place.

## Description and price for the hire of the horsebox and services

- 3.1 The description and price of the hire services that you order from us will be as shown in our confirmation e-mail.
- 3.2 The horsebox is subject to availability at the time of your order being placed. If, after acceptance of your order, the horsebox becomes unavailable we shall inform you immediately, and EITHER provide you with an alternative vehicle OR refund all monies paid for your order IN FULL at the date of cancellation.
- 3.3 We shall make every effort to ensure that the prices shown on our website are accurate at the time that you place your order. In the unlikely event that an error is discovered, we shall inform you as soon as possible and offer you the option to EITHER reconfirm your order at the correct price OR to cancel it. In these circumstances, and only in these circumstances, we shall refund all monies paid for your order IN FULL if you decide to cancel it.

## Payment

- 4.1 Payment for the hire services may be made online via our website at the time of order, or by BGC / BACS directly to our bank account. In the case of BGC / BACS, you will be provided with our banking details and a unique reference number which must be quoted, so that your payment can be identified.
- 4.2 The horsebox will not be made available to you until we have received all funds due and payable to us for the hire.
- 4.3 We shall accept no responsibility for any payment not being received by us, or for any instance where the payment process has been incorrectly completed by you.
- 4.4 If the payment of any fees by you is not made in accordance with these terms and conditions, 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 prejudice or further liability to us.
- 4.5 By accepting these terms and conditions of hire, you agree that the first 20% of any payment you make to us shall be immediately treated as a non-refundable deposit or security.

## Collection

- 5.1 Collection of the horsebox shall be made by you from Bickerstaffe Hall Stable Yard, Bickerstaffe Hall Farm, Hall Lane, Ormskirk, Lancashire L39 0EH on the date and time ordered for the commencement of hire. The date and time for collection of the horsebox shall also be clearly stated on our confirmation e-mail.
- 5.2 We shall prepare a delivery and acceptance form, specifying the precise details and condition of the horsebox. At the time of collection, this will be signed by you to confirm your acceptance of the horsebox.
- 5.3 We shall use all reasonable endeavours to have the horsebox available for collection on the date and time set out in our confirmation e-mail, but will not incur any liability whatsoever in the event of any delay arising from matters that are beyond our control.
- 5.4 The horsebox shall be supplied to you with a full tank of fuel at the commencement of hire. The horsebox must be returned to us with a full tank of fuel at the end of hire. If the horsebox is returned with less than a full tank of fuel, you will be surcharged £100 or the full cost of replenishment, whichever is the greater. This charge will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.

- 5.5 You may park your own vehicle at our premises, free of charge, for the duration of the hire. This shall be entirely at your own risk. T & W Rimmer shall accept no liability for any subsequent damage, loss, theft of or theft from your vehicle, howsoever that may occur, whilst it is parked at our premises.

#### **Proof of identity**

- 6.1 Prior to the release of the horsebox, you shall be required to provide us with the following ORIGINAL (not scanned or photocopied) forms of identification in respect of EACH proposed driver:
- photocard AND paper counterpart of current valid UK driving licence (new style)
  - paper driving licence AND current valid UK passport where the driving licence is paper only (old style)
  - TWO utility bills not more than three months old, showing details of current residential address
  - your debit/credit card (details of which will be retained, but only used in circumstances where any surcharge(s) may become payable for fuel shortage, damage, late return of the horsebox, or the £500 insurance excess)

#### **Additional documentation**

- 7.1 At the time of collection, you must also bring (and have available for the full period of hire, especially in the event of an accident or breakdown requiring recovery) a valid certificate of horse insurance and the appropriate horse passport(s). 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 as set out in paragraph 6.1 above, and the horsebox will not be released until all such documents have been produced in accordance with these terms.

#### **Your right to cancel & receive a refund**

- 8.1 You have the right to cancel this contract at any time before the date of hire, but the extent of any refund paid to you shall reflect, on a sliding scale, the amount of advance notice that you have provided to us.
- 8.2 To exercise your right of cancellation you must provide us with formal written notice whether by hand, post or e-mail, such notice clearly confirming the name of the hirer and the dates/times of the hire services no longer required.
- 8.3 If you exercise your right of cancellation, the amount(s) we shall refund to you will be calculated on the following basis:
- where notice of cancellation is provided more than 7 days before the commencement of hire, refund of 80%
  - where notice of cancellation is provided more than 5 days before the commencement of hire, refund of 60%
  - where notice of cancellation is provided more than 3 days before the commencement of hire, refund of 40%
  - where notice of cancellation is provided more than 1 days before the commencement of hire, refund of 20%
  - where notice of cancellation is provided less than 24 hours before the commencement of hire, no refund

#### **Our obligations to you**

- 9.1 The hire services will be performed by us with all reasonable skill and care, to a standard of quality that is reasonable for you to expect.
- 9.2 You are entitled to the benefit of all conditions, warranties or other terms, express or implied, relating to the horsebox by the suppliers or manufacturers of the horsebox (so far as we are entitled to transfer these) 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).
- 9.3 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 instructions or those of the manufacturer (whether oral or written), misuse, alteration, or repair of the horsebox without our prior approval.
- 9.4 For the duration of this contract, we shall arrange for the provision of any roadside rescue as may be required. Except where repair or maintenance is necessitated by an accident caused by negligent use or abuse of the horsebox, we shall pay or reimburse you for the cost of any necessary repairs or maintenance undertaken during the hire contract, save that any such repairs or maintenance costing more than £50 must be authorised by us, in advance, before the work is commenced. We shall require proof of the work having been carried out by way of original receipted invoices. Repairs and maintenance so required may include (but shall not be limited to) tyre punctures, damage to the exhaust system, or replacement of glass for the windscreen of the horsebox, during the period of hire.
- 9.5 Nothing in these terms shall affect your statutory rights as a consumer. If you have any doubts concerning the extent of your statutory rights as a consumer, you should seek your own independent legal advice from an appropriately qualified person. If you have any complaint about the hire services, you should notify us in writing at the address provided at the start of these terms and conditions.

#### **Your obligations to us**

- 10.1 You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, registrations, memberships, permissions and licences, and conform to all relevant rules and regulations as may be required for you to drive and otherwise use the horsebox. PLEASE NOTE: Drivers who passed their test after 1 January 1997 will be subject to additional restrictions regarding the size of horsebox they may legally drive. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.
- 10.2 To drive the horsebox, you must fulfil the age criteria specified by our insurers, have the appropriate number of years regular UK driving experience, and hold a valid driving licence bearing no more than the maximum specified number of endorsements described in our online booking form.
- 10.3 To drive the horsebox, you must not have any mental or physical infirmity, unless such condition has been declared to and accepted by DVLA, nor have had any insurance declined, cancelled, renewal refused or special terms imposed, or more than the maximum specified number of accidents / thefts / claims described in our online booking form.

- 10.4 Drivers of the horsebox agree to be bound by the full terms and conditions of the Self Drive Insurance cover.
- 10.5 You shall, during the continuance of this contract:
- ensure that the horsebox is driven or otherwise operated and used in a safe and proper manner and only for the purposes for which it was designed, without risk to health or safety, and by persons who at all times hold valid and current driving licences in the appropriate classes
  - pay for all fuel for the proper running of the horsebox
  - indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire 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
  - not take or allow the horsebox to be taken out of England, Wales or Scotland
  - collect from and return to us, or from and to such other place as we shall advise, the horsebox made available to you in accordance with these terms
  - not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or any part thereof, nor attempt or purport to do so
  - not remove or interfere with any identification marks or plates affixed to the horsebox
  - 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
  - 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 the condition of the horsebox, ensuring that you are, have been, and continue to comply with your obligations as herein provided
  - notify us immediately of any change in your residential address, and upon request by us, promptly inform us of the whereabouts of the horsebox
- 10.6 In respect of the condition and maintenance of the horsebox, you shall 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
  - you notify us immediately of any damage
  - the horsebox is not used or operated in a manner contrary to any statutory provision or regulation, or in any way contrary to law
  - all partitions and such other equipment are used for the sole transportation of equine animals, and that these animals are not transported unless they have been properly secured
  - you do not carry more persons or equine animals than is recommended by the horsebox manufacturer, and at all times comply with the load and weight restrictions described on our website and online booking form, not thereby overloading the horsebox or permitting the horsebox to be overloaded
  - you do not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox
  - you do 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 part or parts of it whether mechanical or otherwise, or alter any of its accessories, without our prior written consent
  - you bear the cost of repair or rectification of any damage caused to the horsebox following a road traffic accident involving you or any person who has used the horsebox during the hire contract, up to a maximum of £500. This charge will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.
- 10.7 Keep the horsebox in a good state of good repair and condition, fair tear and wear excepted, where such expression is to have its ordinary and natural meaning but does not include:
- Bodywork : dents or scratches (other than small scratches or chips)
  - 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
- 10.8 Immediately notify us of any loss or damage to the horsebox.
- 10.9 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 hereby authorise us to charge you for such costs and expenses. These charges will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.
- 10.10 Pay us a £50 surcharge under circumstances where you neglect to return both the cab area and horse area of the horsebox in good clean condition. This charge will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.
- 10.11 Keep the horsebox adequately secured at all times.
- 10.12 Comply with any legislation or regulations governing the use of the horsebox at any destination to which the horsebox may be driven, and accept full liability for the payment of any duties thereby incurred.
- 10.13 Refrain from smoking in any part of the horsebox

- 10.14 Not remove any furniture from the horsebox
- 10.15 Hold a valid policy of insurance in respect of the animal(s) being transported, and appropriate horse passport(s)
- 10.16 Keep all keys (especially the ignition key) safe at all times. Loss of the ignition key or any other keys provided at the commencement of hire will incur surcharges of £250 (ignition key) and £10 (locker and wardrobe key) for each item requiring replacement. Loss of the fuel cap if not properly secured after refuelling, will incur a £25 surcharge. Any surcharges payable will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.

#### **Default**

- 11.1 We may, upon any breach by you of any of the provisions of this hire contract, terminate it forthwith by notice in writing. Should that happen, this contract and the hire period constituted by it shall determine. You will no longer be in possession of the horsebox with our consent, and subject to our right to take immediate possession of the horsebox and recover from you any losses or pre-existing liabilities, neither party shall have any further rights against the other.
- 11.2 Any expense incurred by us in repossessing or recovering possession of the horsebox under these terms, on default of delivery by you, will be reimbursed by you to us on demand.

#### **Ownership**

- 12.1 The horsebox shall at all times remain the property of T & W Rimmer, 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.

#### **Return of the horsebox**

- 13.1 On termination of the hire, whenever and howsoever occasioned, including normal expiry of the hire period, you shall no longer be in possession of the horsebox with our consent and shall (unless we otherwise agree) forthwith return the horsebox to us (including all equipment, tyres, tools, handbooks and all other accessories) in good clean order and working condition, at your expense and risk.
- 13.2 Unless we otherwise agree in writing, the return of the horsebox shall be made by you delivering it to our premises on the date and time already agreed for the expiry of hire. The date and time for return of the horsebox shall also be clearly stated on our confirmation e-mail.
- 13.3 Where exceptional circumstances prevent you from returning the horsebox to our premises on the date and time agreed for the expiry of hire, you shall notify us forthwith of the reason for any delay, by telephoning 01695 722023 or 07754 813333 whereupon we may, at our absolute discretion, agree to extend the date and time for the expiry of hire. Any extension so granted shall be entirely without prejudice to all other rights afforded us by the terms of this contract, and shall be subject to the same terms and conditions as the original period of hire, and shall include any additional charge that we may, at our absolute discretion, require you to pay.
- 13.4 Save for any exceptional circumstances as described in paragraph 13.3 above, in the event that you do not return the horsebox on time and in accordance with these terms:
- an immediate surcharge equivalent to a half day of additional hire will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions, and the same sum shall be repeatedly surcharged at six hourly intervals until such time as the horsebox is returned to us
  - you shall fully indemnify us against any other claim, liability, damage, loss, cost and expense suffered or incurred by us, or awarded against us, arising from your failure to return the horsebox in accordance with these terms
- 13.5 No refund or other type of discount will be given if the horsebox is returned early.
- 13.6 The horsebox should be returned with a full tank of fuel. If the horsebox is returned with less than a full tank of fuel, you will be surcharged £100 or the full cost of replenishment, whichever is the greater. This charge will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.

#### **Insurance**

- 14.1 We shall insure and keep the horsebox insured under a fully comprehensive self drive hire policy for the period of your hire, and there shall be no additional charges for your use of the horsebox within England, Wales and Scotland.
- 14.2 Only those persons named as drivers at or before collection of the horsebox may drive the horsebox.
- 14.3 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 and such other animals that we consent to being carried in the horsebox and 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. We advise you to take out holiday insurance if using the horsebox as part of a holiday.
- 14.4 In no event shall we be responsible to you for any loss or damage to personal goods or possessions, equine animals or 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 authorise us to charge all sums not covered by a policy of insurance to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.
- 14.5 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, nor do or allow to be done any act or thing whereby such insurance may be invalidated.
- 14.6 In the case of an accident that results in damage to the horsebox, you shall:
- notify us and notify the police about the accident forthwith, and in any event within 24 hours

- complete and deliver to us the relevant accident report within 24 hours
- provide to us forthwith, the names and addresses of all witnesses and other involved parties
- ensure that no admission of liability is made in relation to such accident
- pay us the insurance excess of £500. This charge will be applied to the credit/debit card provided to us at the time of hire commencement, as further described in paragraph 6.1 of these terms and conditions.
- deliver to us forthwith any writ, summons or other document relating to or arising out of such accident
- render as much assistance as may be required by us and our insurers regarding any claims or legal 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

#### **Overseas travel**

15.1 The horsebox may only be driven within England, Wales and Scotland. Overseas travel is strictly prohibited.

#### **Our liability to you**

- 16.1 We make no promises, whether express or implied, in relation to the accuracy of information supplied by us, and shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.
- 16.2 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
  - fraudulent misrepresentation
- 16.3 In no event shall we be liable to you for any damages, including any lost profits or prize funds, competition entry or admission fees, 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.
- 16.4 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.
- 16.5 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. Matters beyond our reasonable control include (but shall 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.
- 16.6 In no event shall we be liable to you for any additional and/or consequential losses, expenses or costs incurred as a result of your agreeing to accept a replacement vehicle and/or horsebox in accordance with these terms.
- 16.7 You acknowledge and agree that the limitations contained in these terms and conditions 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.

#### **Indemnity**

- 17.1 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.
- 17.2 We are not responsible in any way nor shall we accept any liability, including financial, for driving offences committed whilst you are in possession of the horsebox. Fixed penalty notices or similar charges, and any documents relating to driving offences committed during the period of hire and sent to T & W Rimmer, will be immediately forwarded to you. You will indemnify us against all fines, penalties and liabilities arising from your hire or use of the horsebox, and shall, even after expiry of the hire period, remain absolutely responsible for payment of same.

#### **Data protection**

- 18.1 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 unauthorised access to information supplied by you. We shall only use the information you provide about yourself for the purpose of fulfilling your order unless you agree otherwise.

#### **Assignment**

- 19.1 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.