

## **RENTAL AGREEMENT:**

### **PWR Horsebox Hire: Terms & Conditions**

We at PWR Horsebox Hire (Owner) of Cropredy Lawn, Cropredy, Banbury, Oxon, OX17 1DR. These terms shall apply to the hire of the horsebox that we supply to you (Renter). When you sign page 1 you accept the terms and conditions set out in this rental agreement which consists of pages 1 to 4. Please read this agreement carefully. If there is anything you do not understand, please ask any member of staff.

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. We shall send to you confirmation in writing by post or email to the address or email address that you have given. 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.

### 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 day of collection and the day of return if consecutive is charged as one day's hire provided that the period of hire over two consecutive days does not exceed a total period of 24 hrs.
- c) 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, 300 free miles per day of hire (additional to this is 35p per mile)
  - iii, comprehensive vehicle insurance for period of hire
  - iv, vehicle theft protection
  - v, full tank of fuel upon hire of horsebox
  - vi, full instruction of how to operate the horsebox
  - vii, quality check report detailing the condition of the horsebox prior to hire
  - viii, quality check report on return of the horsebox
  - ix, 24hr roadside relay through a competent nationwide roadside rescue organisation under the hire agreement.

### 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 excepted, 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 Republic of 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 21 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) 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;
- e) Renter authorises 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) A deposit of 25% of the total hire price 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 to you.
- 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/debit card 10 working days before the

proposed commencement of hire. You hereby acknowledge that you will be required to provide us with your credit/debit 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 driver's current driving licence, passport and a recent utility bill 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) Collision Damage Waiver (if any), and miscellaneous charges.
  - ii) By signing the statement of liability on page 1, you acknowledge that you will be liable as the owner of the horsebox for; Any fixed penalty offence committed with respect to the vehicle for the purpose of the Road Traffic Offenders Act 1988 or the Road Traffic Offenders (NI) Order 1996. Any penalty charge notice issued in respect of the horsebox under the London Local Authorities and Transport for London Act 2003. Any excess charge or penalty charge for parking or for bus lane contraventions which may be incurred in pursuance of an order under sections 45 and 46 of the Road Traffic Regulation Act 1984 or under section 66 of the Road Traffic Act 1991 or under section 144 of the Transport Act 2000 or under the Road Traffic (NI) Orders 1981 and 1985, the Road Traffic Regulation (NI) Order 1997 or the Traffic Management (NI) Order 2005. Any charges and penalty charges incurred under a road user charging scheme established pursuant to the Transport Act 2000, the Greater London Authority Act 1999 or the Transport (Scotland) Act 2001. Any fixed penalty offence committed and any charges incurred under the Road Traffic (NI) Orders 1981 and 1995
- l) In the event that the horsebox's fuel tank is not returned full you hereby authorise us to fill the tank on your behalf and charge the costs of such fuel to you.
- m) Value Added Tax and all other taxes (if any) payable on the aforesaid items;
- n) Owner's 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 shown overleaf 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.
- 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) Renter agrees to allow Owner to compute and debit final charges from credit/debit card, if that is the form of payment used by Renter, shown overleaf. If Renter breaches this agreement, Renter agree to cease using horsebox and to pay all expenses incurred by Owner in returning horsebox place of rental.

## 5. Your right to cancel

- a) You have the right to cancel the contract at any time up to the end of ten working days prior to commencement of the hire. 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 excluding the deposit
- 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 you 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 and time 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 £300 per day or part thereof 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.

#### 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 £600 excess and you hereby authorise us to charge all sums not covered by a policy of insurance to you.

#### 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.

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.