

# M&K HORSEBOX HIRE TERMS AND CONDITIONS

## Driver and Hirer Responsibilities

1. The Hirer of the Horsebox does not necessarily need to be the Driver of the Horsebox. However, any additional charges as outlined in this document will be the responsibility of the Hirer.
2. Where the Driver has been negligent or acted illegally and fines have been levied; damage or loss of the Horsebox has resulted, the Hirer can seek to recover costs directly with the Driver
3. The Driver is responsible for ensuring the Horsebox is in a safe condition for travel as well as for the welfare of any Horses and Ponies being transported
4. A Hirers Questionnaire must be completed and returned to M&K Horsebox Hire prior to collection of the horsebox
5. No one other than the Drivers identified in the Hirers Questionnaire may drive the Horsebox
6. Each Driver must be aged between 25 and 75 years of age inclusive during the Hire Period
7. The Hirer may request that a Driver outside of the above age limit can drive the vehicle and M&K Horsebox Hire will seek permission from the Insurers, this can take an additional 48 hours and cannot be requested on the day of collection
8. Each Driver must hold a valid Full UK Driving Licence and have held this for at least 3 consecutive years at the start of the Hire Period
9. The Driver must look after the horsebox and the keys to it
10. The Driver must always keep the horsebox locked securely at all times when unattended, ensuring that they use any and all security devices fitted to or supplied by M&K Horsebox Hire
11. The Driver must keep the keys to the Horsebox about their person at all times
12. The Driver must protect the horsebox from any adverse weather conditions, which may cause damage to the horsebox
13. The Driver must have a valid Horse Passport to hand for each Horse they are transporting during the Hire Period
14. The Hirer and/or Driver **MUST NOT**:
  - a. Use the Horsebox for Hire or Reward
  - b. Use the Horsebox for any illegal purpose
  - c. Use the Horsebox for teaching someone to drive
  - d. Use the Horsebox whilst under the influence of alcohol and/or drugs
  - e. Use the Horsebox outside of the United Kingdom unless this has been requested in the booking request and this request has been approved

## Fuel

15. You must ensure that you use the correct fuel for the horsebox, which is Pump Diesel **NOT Red Diesel. Please return the lorry to us with a fuel tank of fuel.**

## Legal Rights

16. You must not sell, rent or dispose of the horsebox or any of its parts, fixtures or fitting added by M&K Horsebox Hire
17. You must not grant to anyone legal rights over the horsebox

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## **Collection**

18. The Horsebox will be available for collection up from 1 Northfield Farm Cottage, Radcot Road, Faringdon, SN7 8DU on the collection date from 6am, or the evening before by prior arrangement and subject to availability.
19. The Driver is advised to inspect the horsebox thoroughly prior to departure and note any defects on the condition report and is free to take photographs of any damage found prior to departure, to send to M&K Horsebox Hire to append to said report
20. Prior to departure, the Driver acknowledges that the Horsebox and contents are free from any defect or damage, fit for purpose and complete; other than for any defects reported in the Condition Report
21. The Driver is advised to read through the Breakdown Cover Document which can be found in the Driver Pack

## **Return**

22. The Horsebox can be returned to the return point by appointment, on the return date, no later than 9pm
23. The Handover Condition Report must be completed upon return to identify if there is any additional damage that has occurred during your hire period
24. You must return the horsebox to the Return Point at the specified time on the planned Return Date
25. Any delay in returning the horsebox will result in you being charged the hourly rate for each day or part of day thereof for which you fail to return the horsebox to the return point. Additional hours are charged at £10 per hour
26. No refund is given for early return of the horsebox
27. Until the horsebox is safely returned to M&K Horsebox Hire you will remain responsible for the horsebox
28. M&K Horsebox Hire must inspect the horsebox before it is handed back to them to ensure that they are satisfied with the condition in which it is returned
29. Before you return the horsebox you must ensure you have not left any personal belongings in the horsebox
30. M&K Horsebox Hire is under no obligation to return any such belongings to you

## **Breakdown**

31. You must let M&K Horsebox Hire know as soon as you become aware of any fault in or with the Horsebox
32. In the event of a breakdown or an accident, a Breakdown Service is at your disposal and breakdown information can be found in the Driver Pack
33. M&K Horsebox Hire cannot be held liable for delays, curtailment of journey or any other incidental costs as a result of an accident or breakdown
34. The Driver will bear all costs of breakdown or repair in circumstances where the incident is the result of negligence on the Driver's part, by running out of fuel, filling up with the wrong fuel, locking keys inside the horsebox or losing keys
35. The breakdown or malfunction of equipment after the Horsebox has been handed over by M&K Horsebox Hire will not be accepted as reason to abort or cancel the Rental Contract

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36. If the fault cannot be rectified within 24 hours from the collection date, M&K Horsebox Hire will seek to provide an alternative horsebox. If this is not possible the balance of the rental payment will be returned to the Hirer.
37. If during the Hire Period the horsebox has a flat tyre, the Driver must call the breakdown provider to replace the tyre
38. The Driver must not let anyone work on the horsebox without permission from M&K Horsebox Hire
39. The Breakdown Service provided by M&K Horsebox Hire does not cover trips outside of the United Kingdom
40. If the Driver has been given permission by M&K Horsebox Hire to use the Horsebox outside of the United Kingdom, they will be responsible for arranging their own comprehensive breakdown cover and pay for any additional insurance excesses related, and provide relevant documentation prior to the start of the Hire Period

### **Additional Costs**

41. You are responsible for any loss or damaged caused to the horsebox through negligence, misuse or otherwise whether or not such damage was caused by you
42. You must pay any and all fines and costs (including court costs) incurred for parking, traffic, congestion charges or other offences, this includes any costs which arise if the vehicle is clamped or stored.
43. You must pay to the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay any costs and reasonable administrative charges M&K Horsebox Hire may incur in dealing with these charges
44. Any charges that are not apparent until a later date will be forwarded to the Driver (such as speeding tickets) and M&K Horsebox Hire will provide the necessary authority information regarding the responsible party
45. The following surcharges may be charged to you after returning the horsebox:
  - a. Excessively dirty interior or exterior £50
  - b. Smoking in the vehicle £50
  - c. Not returning the horsebox with a full tank of Diesel – Cost to fill up tank plus additional 10% (receipt to be provided)
46. You will have to pay for cost of repair for any interior or exterior damage or loss to the horsebox or equipment
47. Costs are up to a maximum of £500, which is the insurance excess fee
48. Any work that is completed on the horsebox will be invoiced to the hirer and must be paid within 14 days

### **Travel Outside the UK**

49. The horsebox must not be taken outside of the United Kingdom without prior permission by M&K Horsebox Hire
50. Where permission is given to leave the UK by M&K Horsebox Hire, it is the responsibility of the Driver to ensure all horses/ponies travel with passports
51. The Driver is liable for any charges arising from HMRC or immigration authorities seizing the horsebox, together with a loss of income charge for full income period whereby M&K Horsebox Hire cannot hire out the horsebox as a consequence.

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Interest will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate

### **Weight Limit**

52. The horsebox is not designed to carry more than 3 people or more horses/ponies than recommended. The total maximum carrying weight limit including passengers and animals is 1100kg.
53. You must comply with the legal load and weight regulations as may apply, you can only be sure you are not overweight by using a weighbridge (nearest locations will be provided in the Drivers Pack)
54. M&K Horsebox Hire are not responsible for overloading, if the horsebox is confiscated as a result and or fines levied, M&K Horsebox Hire will hold the Driver responsible for all charges as well as apply daily charges due to lost revenue

### **Cancellations**

55. Cancellations made more than 7 days before the Hire Period will be refunded in full
56. Cancellations made under 7 days before the hire date, the deposit of £50 will be retained
57. Cancellations made under 24 hours will be charged at full daily rate
58. If for any reason that M&K Horsebox Hire has to cancel the Horsebox Rental due to unforeseen circumstances, the Hirer will be refunded in full.
59. M&K Horsebox Hire reserves the right to refuse to hand over the horsebox to any person who, in their reasonable opinion of M&K Horsebox Hire is not suitable to take charge of the horsebox. In such cases of refusal, all payment made by the hirer will be refunded in full, but M&K Horsebox Hire will not have any further liability in relation to the aborted hire, nor to the person refused.

### **Disclosure**

60. If the Driver and/or Hirer breaks the Term and Condition, M&K Horsebox Hire can make available the information provided to us by the Driver and/or Hirer to credit reference agencies, the Driver and Vehicle Licencing Authority (DVLA), debt collectors and any other relevant organisations.
61. M&K Horsebox Hire are also entitled to pass this information on to the British Vehicle Rental and Leasing Association (BVRLA), who in turn can pass it on to any of their members for any purpose stated in the Data Protection Act 1998
62. Ending the rental contract M&K Horsebox Hire is entitled unilaterally to terminate immediately the Hire Contract if;
  - a. If any of these terms are breached by the Driver and/or Hirer
  - b. The Driver and/or Hirer fails to remedy any breach having been requested to do so by M&K Horsebox Hire
  - c. The Driver and/or Hirer is made bankrupt

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### *Requirements:*

- *Complete the Hirers Questionnaire on the online booking form.*
- *Provide copies of all Drivers Licences*
- *All Drivers and the Hirer must provide 2 copies of recent utility bills and/or bank statements which can be used to provide proof of address within the last 3 months*
- *Provide a deposit of £50 (refundable upon return inspection report).*