

TINDERBOX SPORT HORSES SELF DRIVE HORSEBOX HIRE- TERMS AND CONDITIONS
Please read this agreement carefully and fully consider your responsibilities as the client

1. Tinderbox Sport Horses (referred to as 'The Company' for the purposes of this document) provides this service to its clients to enable the short term use of its horsebox (referred to as 'The Vehicle' for the purpose of this document). The company shall alter or change these terms and conditions without notice from time to time.

2. The Client

'The Client' (individual/s and/or wishing to hire the horsebox supplied by The Company) will be provided with the vehicle for an agreed period of time allocated at booking. At no time will the vehicle belong to or become the property of The Client. The Client agrees not to use The Vehicle for hire or reward, nor use it in violation of the law, ordinance or regulation, or remove it from England, Scotland or Wales unless authorised by The Company in writing. The Client hereby warrants the company and undertakes to The Company to supply accurate information, and shall adhere to all terms and conditions as set within this agreement. The Client shall ensure that the driver is legally able to drive The Vehicle, and is identified as a named driver under this agreement. The client shall ensure that the vehicle is locked when unattended and the keys are secure. The Client agrees that any claim brought by you (The client) against us (The Company) pursuant to these terms of business shall only be brought against The Company and shall not be brought against any of its employees, partners or officers. The Client agrees to return the vehicle to The Company in the same condition received, ordinary wear and tear accepted, on the due date stated on the hire agreement.

The Client will hire the vehicle at the commencement of the hire period and conclude on the completion date. Any extension to the hire period must be agreed prior to the commencement of the hire agreement. The Company cannot guarantee the extension of a hire period.

The Client expressly agrees to pay The Company on demand:

- a) An excess mileage charge of 25p per mile for all journeys which exceed **300 miles** per day of hire.
- b) Full payment of the value of the vehicle, the amount specified within this agreement, administration fees, loss of revenue at the daily rate, based on The Company's loss of use of the vehicle, and regardless of whether damages are a result of an act of god; should The Client breach this agreement, illegally hire for purposes other than the transport of a horse as a pet, and/or provide false information to The Company or vehicle sustains damage due to uninsured theft or write off.
- c) In the event of theft, fair market value of replacing the vehicle, administration fees plus loss of revenue should the client fail to remove the immobiliser, fail to secure the vehicle, or miss place the keys which results in the vehicle being stolen. If the vehicle is stolen, the client must report the vehicle stolen immediately to the company and the police, and obtain a crime reference number.

3. General

The Client will be requested to provide the following documents to the company:

- A valid driving licence (driver aged between **22 and 75 years**)
- Proof of address (utility bill or bank statement dated in the last three months)
- Proof of identify (passport or other photographic I.D.)
- Provide a deposit of 25% of total payable fee via credit/debit card payment if booked more than six weeks prior to the hire start date
- Payment of the full hire fee if less than six weeks prior to the commencement of the hire period. This payment is non-refundable in the event of cancellation two weeks prior to the hire period. However, the client will be provided with the option of rearranging the hire period at an alternative date, given availability and agreement by the company.
- **A damage deposit of £150 (£250 for 22-24yr olds) will be held by the company on a card payment upon collection of the lorry. This will be refunded back to the client upon return of the vehicle in the same condition that it was hired. Please note, card payment can take up to 5 working days to refund.**

The Company will provide the Client with:

- Comprehensive vehicle insurance for the period of hire - £500 excess (**£800 excess for 22-24 year olds**). **The excess will be paid by the client in the event of damage to be claimed on insurance during their hire period. This will be taken from the credit card details held by the company)**
- Full tank of fuel upon hire of vehicle
- Full instruction on how to use the vehicle
- Quality check report detailing the condition of the vehicle prior to hire
- Quality check report upon return of the vehicle
- 24hr Rescue and Recovery Service in the case of any mechanical breakdown or puncture/blow out.

The vehicle will be formally checked for damages prior and post hire by the company. If the vehicle is damaged whilst under the hire period with the client, the cost of putting right such damage will be chargeable to the client, using the credit/debit card details provided on the collection/return form. The company does not provide cover for accidental damage by the client. The company shall provide the vehicle available for collection on the date agreed, but shall not incur any liability in the event of any delay arising from matters beyond the companies control.

4. The Company

- 4.1. In the unlikely event of the vehicle breaking down, the company provides 24hr roadside assistance through a competent roadside rescue organisation.
- 4.2. No refunds are given for the early return of any vehicle
- 4.3. Smoking is prohibited in the vehicle.
- 4.4. The company reserves the right to vary the rates and conditions of hire at any time and to decline hire to any individual or company.
- 4.5. The company reserves the right to offer alternative vehicles, providing a similar standard of service.
- 4.6. All dogs are to be transported in the rear living of the vehicle. Dogs are not permitted in the front cab.

5. The Client

- 5.1. The client will nominate a driver and that individual will become the named driver on the insurance company for the period of hire. The named driver will remain the only driver of the vehicle for the duration of the hire period. Additional names may be added for an additional cost.
- 5.2. All refuelling costs will be billed to the client, along with a £20 charge. The client must ensure the vehicle has a full tank of fuel upon return.
- 5.3. The client is responsible for the security of the vehicle. The vehicle must be securely locked and parked in a safe location whilst unattended. If theft occurs, the client must immediately contact the police and the company, to inform all parties of the circumstances, to adhere to the guidelines as detailed within the cover supplied by the insurer. Breach of this agreement will result in immediate legal action and the client by signing this agreement shall fully indemnify the company against all losses.
- 5.4. The client is responsible for accidental damage resulting from careless driving, acts of sabotage, and improper use or neglect. The client agrees to fully indemnify the company for all the damage incurred during the period of hire.
- 5.5. Collection and return destination is The Tinderbox, Beckingham Rd, Coddington, Newark, Notts NG24 2QU
- 5.6. The client is liable for all losses or damages to personal belongings or effects of any persons travelling whilst under the hire agreement.
- 5.7. The client must inform the company of cancellation as soon as possible. Cancellation with less than seven days notice will incur a charge of 100% of the hire value. The client is advised to insure against unavoidable cancellation.
- 5.8. The client is responsible for all expenses incurred as a result of offences against the road traffic act (speeding/parking fines etc.)
- 5.9. The client is responsible for the safety and welfare of all horses and individuals. The client accepts total responsibility for damage or injuries suffered by the client, horses, and possessions during the hire period.
- 5.10. The client is responsible for all damage to the vehicle by horses, individuals and third parties.
- 5.11. The client is responsible for the internal structure of the vehicle. This includes all upholstery, lighting, and mechanical structures. All damage will be charged to the client using the credit/debit card details provided. A quote of repair will be provided to ascertain the full cost of repair.
- 5.12. The client shall not sell, assign, lend, let, hire or otherwise dispose of, or part with the possession of the vehicle, or part thereof, nor attempt or purport to do so, not to remove or interfere with any identification marks, or plates to the vehicle.
- 5.13. In respect of the maintenance of the vehicle, the client is solely responsible for ensuring that:
 - a) Fluid levels are checked and adjusted as necessary
 - b) Upholstery is kept clean and free from debris
 - c) The vehicle is not defaced in any way, or its appearance altered.
 - d) The vehicle is returned following the hire period, in the same state on cleanliness in which it was found prior to the commencement of the hire period. All hay, bedding, droppings and litter must be removed from the vehicle, and any urine must be washed away. Failure to return the vehicle in an acceptable state, and as described above will result in a £40 cleaning charge to the client.
- 5.14. The client shall authorise the company to charge all such penalties, administration charges, and additional costs i.e. refuelling costs against the clients credit/debit card.
- 5.15. The client shall fully indemnify the company for any loss, damage to personal goods, possessions, third party claims, horses, other animals and claims made outside the company insurance policy, for the vehicle whilst hired by the client. The company strongly recommends that the client seeks advice and insurance cover, and that the client provides for adequate cover should the company invoke clauses due to client negligence and unforeseen circumstances.
- 5.16. The client shall notify the company of any change of address immediately.
- 5.17. Any expenses incurred with repossession of the vehicle on default of delivery to the depot will result in additional charges which shall be reimbursed by the client to the company in full.
- 5.18. In the case of an accident, the client shall:
 - a) Notify the company immediately
 - b) Ensure the driver of the vehicle completes an accident report and forwards it to the company, detailing the exact detail of the incident with photographs, people involved and registration numbers of third parties, to include contact details.
 - c) Not admit liability to any person in relation to such accident
 - d) Forward all documents relating to the proceedings/incident and deliver them to the company
 - e) Assist the company and insurers with all proceedings stemming from and in connection with the incident.
 - f) Upon demand, fully indemnify the company against all losses, liabilities, costs, actions, claims, or demands which the company may incur in relation to the vehicle and/or horses and/or use of the vehicle which is not recoverable under the policy of insurance as held at the time by the company registered against the vehicle.
- 6) Assignment
The company have the right to assign or otherwise delegate all, or any of our rights or obligations under these terms upon written notification to the client.
I agree to accept all of the above outlined terms and conditions prior to hiring the vehicle

Signed (The Client): _____ Print: _____

Signed (on behalf of Tinderbox Sport Horses): _____ Print: _____