

# BSH HORSEBOXES

## TERMS AND CONDITIONS

### Contact details

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PLEASE READ THESE TERMS CAREFULLY AND KEEP A COPY OF THESE TERMS FOR FUTURE REFERENCE. IF YOU HAVE ANY QUESTIONS IN RELATION TO THESE TERMS PLEASE CONTACT BICESTER SELF DRIVE HORSEBOX HIRE AT THE ADDRESS GIVEN BELOW.

#### 1. Formation of the Contract

1.1 We are Bicester self-drives Horsebox hire at The Leverets Blackthorn Road Marsh Gibbon Oxford OX270AG. These terms shall apply to the hire of the horsebox and all services that we supply to you.

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

#### 2. Description and price of the Hire Services

2.1 The horseboxes are subject to availability at the time of your order. If, on receipt of your order, the horsebox you have ordered is not available, we shall inform you immediately. If, prior to the commencement of your hire, the horsebox is not available we shall endeavor to make available to you a replacement horsebox of a similar or superior size and specification. No additional hire charges will be incurred in this respect or if you decide to accept a horsebox of smaller size and less superior specification to that originally to be supplied then we shall refund or re-credit you for the difference in such charges. However, in the event that you do not wish to accept a replacement horsebox then you may cancel the contract without liability by notice in writing to us prior to the commencement of hire.

2.2 We shall make every effort to ensure that prices shown in our quotation or on our website are accurate at the time that you place your order. However, if an error is found, we shall inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you decide to cancel, we shall refund or re-credit you for any sum that has been paid by you.

#### 3. Payment and Cancellations

3.1 Hire services must be paid for in full prior to collection or commencement of hire. This will be non-refundable in the event of a cancellation 72 hours before your booked date. However, before 72 hours of your booked date you may re-book using monies paid against future hire otherwise there is a £25 cancellation fee.

3.2 Please note that 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.

3.3 Any payment sent by post will be at your own risk and we accept no responsibility for any payment not having been received by us or where payments have been incorrectly completed by you.

3.4 If the payment of any fees by you is not made in accordance with these terms 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 liability to you.

3.5 The first 200 miles (3.5 ton) 300 kms (7.5 ton) are free. Rates charged @ 30p per mile/ km thereafter only applies to 1 day hires.

#### 4. Collection

4.1 Unless we otherwise agree, collection of the horsebox shall be made by you at our premises on the date agreed for the commencement of hire.

4.2 The hiring of the horsebox will commence on the date on which the horsebox is to be collected by you as agreed.

4.3 We will prepare a Delivery and Acceptance Form which will specify the precise details of the horsebox. At the time of collection of the horsebox you will be required to sign the Form to confirm your acceptance of the horsebox. Please ensure that you have read the Form carefully and checked all inventories and other specifications against the horsebox before signing and thereby accepting the vehicle.

4.4 We will use all reasonable endeavors 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.

4.5 The horsebox will be provided with its fuel tank full of fuel at the commencement of hire. Please ensure that the vehicle is returned at the end of the hire period with a full tank of fuel. Failure to do so will result in a charge of £50 plus fuel costs.

4.6 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 license, passport and a recent utility bill containing details of their current residential address. Please note that, 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 and the horsebox will not be released until all such documents have been produced in accordance with these terms.

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

#### 5. Our promise to you

5.1 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 or manufacturer instructions (whether oral or written), misuse or alteration or repair of the horsebox without our prior approval.

5.2 Nothing in these terms shall affect your statutory rights as a consumer. If you are in any doubt as to the extent of your statutory rights as a consumer you should seek your own independent legal advice from an appropriately qualified person.

5.3 If you have any other complaint about the hire services, you should notify us in writing at the address or e-mail address above.

5.4 We shall during the continuance of this hire contract:

(a) Arrange for the provision of any roadside rescue (if required)

(b) Except where any repair or maintenance is necessitated by an accident or by any negligent use or abuse of the horsebox, we shall pay or reimburse you for any costs in respect of any necessary repairs or maintenance undertaken during the hire contract save that any such repairs or maintenance costing more than £500 must be authorized by us before the work is commenced. We will require proof of the work having been carried out by way of original receipted invoices.

(c) In the event that the horsebox becomes temporarily un-roadworthy (other than as a result of accident, damage, theft or vandalism), make available a replacement horsebox (not necessarily of the same type and age) for collection by you within 48 hours or as soon thereafter as is practicable) after the receipt of notification from you requesting the same.

#### 6 Your obligations to us

6.1 You shall obtain, and ensure all necessary documentation to legally drive our vehicles. Please note that if you did not pass your driving test before 1st January 1997 you may be restricted as to the size of horsebox that you may legally drive. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

6.2 All drivers of the horsebox must be between the ages of 25 and 70 years and must have held a full unendorsed UK I driving license for a period of at least 2 years free of physical defect or infirmity prior to the proposed date of commencement of hire.

6.3 You shall during the continuance of this hire contract

6.3.1 Ensure that the horsebox is driven or otherwise operated and used in a safe and proper manner and for the purposes for which it was designed and without risk to health by persons who at all times hold valid and current driving licenses in the appropriate classes;

6.3.2 Indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire and/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 incurred by such use of the horsebox;

6.3.3 Not take or allow the horsebox to be taken out of the United Kingdom mainland without receiving our prior written authority and, in the event of that authority being given, only on such terms as we deem fit;

6.3.4 Not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or part thereof nor attempt or purport to do so;

6.3.5 Not remove or interfere with any identification marks or plates affixed to the horsebox;

6.3.6 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;

6.3.7 In respect of the condition and maintenance of the horsebox, be solely responsible for ensuring that:

(a) Fluid levels are checked and adjusted as necessary;

(b) The exterior, interior and upholstery of the horsebox is kept clean;

(c) Any damage is promptly repaired;

6.3.8 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. Protective traveling boots & tail bandages must be worn by horses while on board our horseboxes.

6.3.9 Not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox;

6.3.10 Bear the cost of the repair or rectification of any damage to the horsebox resulting from negligence or improper use of the horsebox by you or any person who has used the horsebox during the hire contract;

6.3.11 Keep the horsebox in good repair and condition, fair wear and tear excepted:

(a) Bodywork: dents or scratches (other than small scratches or chips), failure of colour matching where repairs have been made;

(b) Upholstery: stains, burns or tears in seats, headlining or carpets;

(c) Mechanical: the ramps, partitions, engine, gearbox, clutch, axles, suspension, steering and brakes not being in good working order;

(d) Electrical: lighting and all equipment not being in good working order;

(e) Tyres: uneven wear of tyres, slits in tyre walls.

6.3.12 Immediately give notice to us of the happening of any loss or damage to the horsebox;

6.3.13 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 you hereby authorize us to charge such costs and expense against your credit card.

6.3.14 Keep the horsebox adequately secured at all times (including any outdoor lockers and containers).

6.4 You shall be responsible for complying with any legislation or regulations governing the use of the horsebox in the country and destination and for the payment of any duties.

6.5 Please note that smoking is STRICTLY PROHIBITED in any part of the horsebox.

## 7. Default

7.1 Any expense incurred by us in repossessing the horsebox or in recovering possession of the horsebox on default of delivery by you under these terms will be reimbursed by you to us on demand.

## 8. Ownership

8.1 The horsebox shall at all times remain the property of BSH Horsebox Hire 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.

## 9. Return of the Horsebox

9.1 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 hire.

9.2 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.

9.3 In the event that you do not return the horsebox on time and in accordance with these terms: -

9.4 A penalty payment of £50 will immediately become payable to us for each hour between the agreed expiry of the hire and the actual time of return (subject to a maximum daily penalty charge of £190)

9.5 The vehicle must be returned to us CLEANED, SWEPT and hosed out where necessary. There will be a penalty of £50 if the horsebox is not cleaned out to our satisfaction. You hereby authorize us to charge all such penalties against your credit card.

9.6 Please note that NO REFUND or other discount will be given where the horsebox is returned early.

9.7 The horsebox must be returned with its tank full of diesel fuel. 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 plus a labor charge to your credit card.

## 10. Insurance

10.1 We shall insure and keep the horsebox insured (with an excess of £500) for the period of your hire and there shall be no additional charges where your use of the horsebox is to be restricted to the United Kingdom.

10.2 Only those persons named as drivers in the insurance proposal form may drive the horsebox.

10.3 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 horses and such other animals that we consent to being carried in the 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 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.

10.4 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 authorize us to charge all sums not covered by a policy of insurance to your credit card.

10.5 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 or do or allow to be done any act or thing whereby such insurance may be invalidated. The vehicle should not be used for hire and reward.

## 11. Our Liability to you

11.1 We make no promises, whether express or implied, in relation to the accuracy of information on our website and any material downloaded from our website is at your own risk and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

11.2 Nothing in these terms shall restrict our liability to you for: -

- (a) Death or personal injury caused by our negligence;
- (b) Liability for defective products under the Consumer Protection Act 1987;
- (c) Fraudulent misrepresentation.

11.3 In no event shall we be liable to you for any damages, including any lost profits or prize funds, entry 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.

11.4 Our liability in respect of damage to your tangible property resulting from our negligence shall be limited to the sum for which we carry insurance cover.

11.5 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. For example, matters beyond our reasonable control would include (but would not be limited to): -

- (a) Your failure to provide us with payment when properly due in respect of the hire services in accordance with these terms;
- (b) Your failing to have valid and appropriate licenses, including operator's licenses, consents, permissions, membership and any other qualifications required for the use of the horsebox;
- (c) Your providing us with incorrect or incomplete information.

11.6 In no event shall we be liable to you for any additional and/or consequential losses, expenses or costs incurred as a result of you agreeing to accept a replacement horsebox in accordance with these terms. For example, this would include (but would not be limited to) matters such as additional ferry charges or road tolls arising from a larger horsebox being hired.

## 12. Indemnity

12.1 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.

## 13. Data Protection

13.1 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 unauthorized access to information supplied by you.

13.2 We shall only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. However, we would like to inform you about other products and offers that may be of interest to you from time to time. If you would like to be notified of these please tick the box below. You can correct any information about you, or ask us for information about you to be deleted, by giving written notice to us at the address or e-mail address shown above.

13.3 Please read our Privacy Policy which sets out the purposes for which we intend to process your personal data. Please contact us at the address shown above if you do not already have a copy of our Privacy Policy.

#### 14. Assignment

14.1 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.

Would drivers please be aware that an operator's license is needed if you plan to use our vehicles for hire and reward. This includes prize money and any payments.

15. Our 7.5Ton horse box is not LEZ compliant.