

New Forest Horsebox Hire

Please read this agreement carefully and fully consider your responsibilities and liabilities as the Client.

1. An independent business owned & operated by Acclaim Parcel Express (Southampton) Ltd, operating from 1 Brunel Road Totton Southampton SO40 3WX, (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 horseboxes (referred to as "vehicles" 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 companies wishing to hire the horsebox supplied by The Company) will be provided with a 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 vehicle for hire or reward nor use it in violation of the law, ordinance or regulation, nor remove it from England, Scotland, Wales unless authorised by the Company, in writing.

The Client hereby warrants 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 identified as a named driver under this agreement.

The Client shall ensure the vehicle is locked and immobilized when unattended and the keys are secure.

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 the hire period.

The Client expressly agrees to pay the Company on demand:

- a) Mileage charged at £1.00 per mile which may fluctuate with diesel costs for delivery and collections.
- 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 the vehicle sustains damage due to uninsured theft, write off and/or willful negligence.
- 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, secure the vehicle or misplace 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.
- d) In the event of damage to the vehicle shall inform the company immediately. The Client is requested to obtain digital photographs of damages sustained to the vehicle and forward copies to the Company.

The Client will be requested to provide the following documents to The Company;

- A valid Drivers Licence, Category C1, driver aged between 25-70yrs only.
- Proof of address (Utility Bill, Bank Statement) dated within the last three months.
- Proof of identity (Passport, other photographic ID).
- Proof of insurance cover for each horse to be transported within the hired vehicle and confirmation of ownership of each horse as a pet.
- £500 bond payable upon collection of the vehicle, secured via credit card or cheque. Fully refundable based upon compliance to the terms of this agreement.
- Provide a deposit of 25% of total payable fee via cash or credit card payment, if booked more than 6 weeks prior to hire start date.
- Payment of the full hire fee, if less than 6 weeks prior to the commencement of the hire period. This payment is non-refundable in the event of cancellation 2 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.

The Company will provide The Client with;

- A rental agreement for the period of hire, duly signed by both parties to confirm agreement to all terms and conditions held within this contract.
- Unlimited Mileage
- Comprehensive Vehicle Insurance for period of hire
- Vehicle Theft Protection.
- 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.
- Optional extras include: Delivery and Collection, Travel Planning and valeting.

The Company offers the Client the use of parking facilities at its depot however the Client accepts all risks, liabilities and responsibility for the vehicle whilst held at the depot.

All vehicles will be supplied having been serviced every 8-12 weeks and quality checked after each period of hire. Each 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 Company will retain the deposit of £500 bond provided by the Client The final cost of repair will be assessed by an authorised Horsebox Specialist and the Company will agree a final settlement figure with the Client.

The Client is advised to seek advice on insurance cover in the event of damage caused accidentally to the vehicle whilst hired by the Client, as the Company DOES NOT provide any cover for accidental damage by the Client. Refer to 5.12

The company shall provide a 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 a vehicle breaking down. The Company provides 24 Hour Roadside Relay through a competent nationwide roadside rescue organisation, under the hire agreement. Upon request by The Client, The Company can extend this service to cover European travel.

4.2 The Company offers additional services to ensure the client reaches the specified destination, including services that allow for the planning and booking of events, ferries and additional accommodation (if required) at an additional cost, upon request by The Client.

4.3 No refunds are given for the early return of any vehicle.

4.4 Smoking is prohibited in all vehicles.

4.5 The Company reserves the right to vary the rates and conditions of hire at any time and to decline hire to any individual(s) or companies.

4.6 The Company reserves the right to offer alternative vehicles, providing a similar standard of services.

4.7 The minimum hire period is two (2) days.

4.8 The Company shall ensure it complies with its obligations under the Data Protection Act 1998 in order to keep records secure however, the Company shall not be held liable for any breaches of this act and the Client provides the Company with information freely and without obligation.

5. The Client

5.1 The Client will nominate a driver and that individual will become the named driver on the Insurance policy 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 to the policy for an additional cost.

5.2 The Client will collect and return the horsebox at the agreed times. Delay will incur a charge of £50 per hour from the time of expiry of the rental agreement

5.3 Basic utensils (kitchen equipment and cleaning fluids) will be supplied. All bedding, bed linen, towels, tea towels, must be provided by the Client.

5.4 All refuelling costs will be billed to The Client. The Client must ensure the vehicle has a full tank of fuel upon return to the depot

5.5 The Client may travel to European countries upon written approval of The Company. Additional insurance cover will instigate additional insurance costs and in turn raise the cost of hire. Individual cases will be quoted, upon request.

5.6 The Client is responsible for the security of the vehicle. The vehicle must be securely locked, immobilised and parked in a safe location whilst unattended. The Client must not leave the vehicle in a vulnerable location or unlocked at any time. In the unfortunate circumstance that a theft occurs The Client must immediately contact the police and The Company, to inform all parties of the circumstances and ensure adherence to guidelines as detailed within the cover supplied by the Insurer. All vehicles are fitted with a vehicle Tracking device and removal/tampering will result in a breach of this agreement. All breaches of this agreement will result in immediate legal action.

5.7 The Client is responsible for any damage in connection with or consequent upon any accident or breakdown. Damage to glass, tyres, windscreen and upholstery are not covered by the vehicle insurance, in this circumstance all damage is the sole responsibility of The Client. The Client agrees to fully indemnify the Company for all damage incurred during the period of hire by the Client.

5.8 Collection

Collection Times: Monday to Saturday: 3pm to 5pm

Return Times: Monday to Saturday: 9am to 11am

Collection and Return Destination: Unit 1 Brunel Road Totton Southampton SO40 3WX

The Delivery & collection service is at the discretion of the depot and timeslots are approximate only.

5.9 The Client is liable for all losses or damages to personal belongings or effects of any person or persons traveling whilst under the hire agreement.

5.10 The Client must advise The Company of cancellation as soon as reasonably possible. Cancellation with less than 7 (seven) days notice will incur a charge of 100% of the hire value. The Client is advised to insure against unavoidable cancellation.

5.11 The Client is responsible for all costs and expenses incurred as a result of offences against the Road Traffic Act or otherwise. This includes responsibility for damage above the cabin height.

5.12 The Client will indemnify The Company should The Client incur any damages to the vehicle. The Company will retain the bond of £500 and request a quote of repair from a Company authorised manufacturer or mechanic. The Client will be informed of the quote of repair.

5.13 The Client is responsible for the safety and welfare of all horses and individuals. Horses must be named and agreed with The Company prior to confirmation of the booking. All horses must be insured and a copy of the insurance certificate provided to The Company, prior to collection. The Company shall not accept any responsibility for damage or injuries suffered by The Client, horses and possessions.

5.14 The Client is responsible for all damage to the vehicle by horses, individuals and/or third parties. This applies to the internal and external body of the vehicle. Refer to clause

5.15 The Client is responsible for the internal structure of the vehicle. This includes all upholstery, TV & Video, Fridge, Oven, Sink unit, WC, Shower and basin and mechanical structures. All damage will be charged to The Client and result in retention of the £500 bond plus a quote for repair provided to ascertain the full cost of repair. Refer to clause

5.16 The Client shall not sell, assign, lend, let or hire or otherwise dispose of or part with the possession of the vehicle or part thereof nor attempt or purport to do so; not remove or interfere with any identification marks or plates to the vehicle.

5.17 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) You comply with load restrictions as issued under the Vehicle plate

d) The Vehicle is not defaced in any way or its appearance altered

5.18 The Client shall authorise the Company to charge all such penalties, administration charges and additional costs i.e. refuelling costs against the Clients credit card.

5.19 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 or unforeseen circumstances.

Customer Signature _____

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