

TERMS AND CONDITIONS OF TRAILER HIRE, VERSION 4, MAY 2009

For the purpose of the following conditions of hire, the person hiring the trailer shall be called the 'Hirer'. Equiological is a business division of Vulcan UK Ltd. All trailers are wholly owned by Vulcan UK Ltd, who shall be called the 'Owner'.

1. Responsibility of the Owner

- 1.1 The Owner undertakes to supply the trailer in a roadworthy condition.
- 1.2 The Owner will ensure that the trailer is cleaned and disinfected prior to hire.
- 1.3 The Owner will supply two security devices free of charge.
- 1.4 The Owner will supply a copy of the Ifor Williams safe towing guide.

2. Identity of the Hirer

- 2.1 The Hirer must provide an original valid driving license (both parts and not copies), vehicle registration number, address and telephone number.
- 2.2 The Hirer must provide an original utility bill (not a copy). The bill must not be older than 8 weeks and may be sourced from the following: - Electricity, gas, water supplier, land line telephone service provider, local council domestic rates, or bank statement.
- 2.3 A copy of these documents will be retained by the Owner and returned to the Hirer at the end of the hire period.
- 2.4 The Hirer shall inform the Owner of any change of address without unreasonable delay.

3. Payment

- 3.1 Hire rates include vat.
- 3.2 Reservation deposits are non refundable.
- 3.3 A returnable deposit of £200 is payable by the Hirer at the time of collection. This is fully refundable within seven days of return of the trailer to the agreed location, on the agreed date and time, in the same condition as it was on collection.
- 3.4 The Hirer is required to pay the rental charge in full, prior to collection.

4. Trailer Security & Safety

- 4.1 The Hirer agrees to minimise the risk of damage to or loss of the trailer at all times by employing the most practical and diligent methods of security at all times during the hire period.
- 4.2 The Owner will supply 2 security devices to the Hirer at no charge.
- 4.3 The Hirer must fit the wheel clamp security device, to a rear wheel, whenever the trailer is unattended.
- 4.4 The Hirer must also fit the hitch lock security device whenever the trailer is disconnected from the tow vehicle and is unattended.

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4.5 The Hirer agrees to load a single horse or, in the case of two horses, the heaviest horse in the off-side compartment to help counter the road's camber.

5. Tow Vehicle Suitability & Trailer use

5.1 The Hirer must ensure that the tow vehicle is suitable to tow the expected weight of a fully loaded horse trailer.

5.2 The tow vehicle must be fitted with an EC type approved tow-bar, 50mm ball and a standard 12-volt 7 pin electrical connection socket.

5.3 The Hirer agrees to load the trailer within the manufacturer's limits and to transport the trailer within the UK highway regulations.

5.4 The Hirer shall not make any repairs or adjustments without permission and advice from the Owner.

6. Trailer Inspection and Return

6.1 Prior to the Hirer accepting the trailer, a visual inspection shall be carried out by the Owner and the Hirer together. An inspection sheet, signed by both the Hirer and Owner will be retained by both parties as a record of the condition of the trailer at the beginning of the hire period.

6.2 A similar inspection shall be carried out upon return of the trailer and any damage will be recorded.

6.3 The Hirer shall return the trailer at the agreed time and location. Any change must be agreed in advance with the Owner. In the event of a change to schedule instigated by the Hirer, the Owner reserves the right to make a reasonable surcharge if this causes a disruption.

6.4 The Hirer shall return the trailer in the same clean condition. The Owner reserves the right to make a surcharge of £25.00 if the trailer is not clean both externally and internally to a reasonable standard.

7. Insurance & Liability

7.1 The Hirer agrees that the valuation of the trailer together with the associated security devices is £<value depends on model>.

7.2 The Hirer is liable for the full cost of replacement or repair if the trailer is damaged, stolen, lost, impounded, or involved in an accident during the hire period.

7.3 The Hirer must provide an insurance certificate (covering both the tow vehicle and trailer) to validate full cover against damage, theft and loss of the trailer. Insurance of the trailer must be fully comprehensive.

7.4 The trailer shall not be towed by any other person or any other vehicle other than the Hirer and the vehicle declared on the Hirer's insurance certificate.

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7.5 The responsibility and liability of the trailer and contents passes to the Hirer when the trailer leaves the premises of the Owner and the trailer is then used entirely at the Hirer's own risk.

7.6 The Owner shall not be liable for any indirect or consequential loss arising out of in connection with these conditions or their subject matter even if the Owner had notice of the possibility of such loss.

7.7 the Owner's entire aggregate liability in respect of all claims, losses, damages and costs arising out of or in connection with these conditions or their subject matter (whether in contract, tort including negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sums received by or due to the Owner from the Hirer under these conditions.

7.8 Notwithstanding any other term of these conditions, the Owner does not limit or exclude liability for death or personal injury arising from its negligence or for fraudulent misrepresentation.

7.9 A trailer which is not returned by the end of the agreed hire period will be assumed to be stolen. This will be immediately reported to the police and Hirer's documents will be passed to the relevant authority to assist with recovery and prosecution.

7.10 The Hirer agrees to pay the Owner the full value of the trailer and associated devices if the trailer is stolen, lost, destroyed, confiscated or not returned under any other circumstances. The full amount will become due at the end of the hire period. The Hirer will be liable to pay the Owner the ongoing weekly hire rate from then on until the full cost has been paid in full.

7.11 The Hirer agrees to pay the Owner the full cost of any parts and repairs for any damage to the trailer. The parts and repairs will be sourced from and carried out by an authorised Ifor Williams dealership.

7.12 The Hirer shall be liable for any legal, court or other costs associated with the recovery of the trailer, the cost of the trailer or the cost of any parts and repairs as a consequence of the Hirer breaching these conditions of hire.

7.13 The Owner reserves the right to cancel hire in the event of unforeseeable or uncontrollable circumstances such as theft, accident or late delivery of the trailer. In this case the reservation deposit will be returned in full.

7.14 Except as expressly stated in these conditions and subject to clause 7.8 all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

8. General

8.1 The trailer remains the property of the Owner at all times during the period of hire.

8.2 The trailer shall not be used for any application other than its intended purpose.

8.3 The trailer shall not be transported outside of the UK mainland unless agreed under a separate written agreement.

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8.4 The Owner reserves the right to recall the trailer at any time during the hire period if there is evidence that the Hirer is in breach of these conditions, abusing the hire facility or if the trailer is in a situation of significant risk of loss, damage or theft. The Hirer shall be liable for any costs incurred by the Owner. The Hirer understands that in the event of such termination or repossession, he/she has no right to a refund of any part of the rental charges or deposit.

8.5 These terms together with the 'Horse Trailer Hire Agreement contract' and supporting documents together "the **Agreement**" represents the entire agreement between the parties in relation to its subject matter and supersedes all previous oral and written communication.

8.6 No variation of these conditions shall be binding on the Owner unless made in writing and signed by an authorised signatory of both the Owner and the Hirer.

8.7 The Hirer may not assign, sub-contract, sub-license or otherwise transfer any of its rights or obligations under the Agreement without the Owner's prior written consent signed by an authorised signatory.

8.8 This agreement shall be construed in accordance with English Law the English Courts shall have exclusive jurisdiction.

8.9 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement.

I hereby confirm that I have read and accept these Terms and Conditions.

Signed by the Hirer: _____

Print name: _____

Date: _____

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