

Terms and Conditions of Self-Drive Hire

Please read these terms and conditions carefully before placing your order. If you have any questions in relation to these terms, please contact Holty Hooves at the address below. Please note the total hire cost is required before a vehicle is secured for hire.

1. Formation of the Contract

- 1.1 We are Holty Paws & Hooves Ltd. T/A Holty Hooves (registered at 82a James Carter Road, Mildenhall, Bury St. Edmunds, IP28 7DE). Contact: Ian & Gabriella Holtedahl-Finlay - 07534 971552. These terms shall apply to the hire of the horsebox and all services that we supply to you.
- 1.2 No contract shall exist between you and us for the hire of the horsebox and any services until we have received and accepted your order. We shall send to you confirmation in writing by post or email to the address or email address that you have given. On confirmation of your order, there shall exist a binding legal contract between us that shall be governed by English law and subject to the exclusive jurisdiction of the English courts.
- 1.3 You are responsible for ensuring the accuracy of the terms of any order (including whether the horsebox is adequate for your purposes). You are required and for giving us any necessary cooperation, assistance and information related to the hire of the horsebox as we may reasonably require within a sufficient time to enable us to fulfil the contract in accordance with its terms.
- 1.4 The contract shall be subject to your right of cancellation (see below).
- 1.5 We may change these terms without notice to you in relation to any future hire.

2. Our Website

- 2.1 We operate and control our website from England, and we make no promise that any content or any information contained within our website is appropriate for use in any other jurisdiction. In case of a difference between our website and these terms and conditions, these terms and conditions shall prevail.

3. Description and Price of the Hire Services

- 3.1 The description and price of the hire services that you order will be as shown in our quotation already provided to you or on our website at the time you place your order.
- 3.2 The horsebox/es 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.
- 3.3 We shall make every effort to ensure that prices shown in our quotation or on our website are accurate at the time 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.
- 3.4 The day of collection and return of the horsebox is chargeable as just one day's hire provided that the period of hire does not exceed a total period of 24 hours or as otherwise agreed.

4. Payment

- 4.1 Payment for the hire services are to payment any valid credit/debit card in the name of the hiring driver (payment will be taken from card details provided for the deposit payment, the horsebox will not be allowed to leave the premises until full payment has been received & cleared for hire).
- 4.2 A non-refundable booking deposit of £50.00 (valid card details need to be provided by the driver) will be taken as part of the overall fee at the time of your booking. Subject to your rights to cancel the contract in accordance with these terms (see below), this deposit will NOT be refundable to you.
- 4.3 A security deposit of £1000.00 will be held from the credit/debit card details provided. Holty Hooves will take any further amount payable from the card details provided for box cleanliness, fuel level and damages (if any occur), should the costs exceed the security deposit. Please note that the insurance policy maintained by us in respect of the horsebox is subject to a £500.00 excess if an insurance claim against our insurance policy is needed to be made (or per section 12.1 as applicable) and you hereby authorise us to debit this amount to your credit/debit card should such a claim be made.

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- 4.4 All outstanding sums in respect of the price for the hire services will become payable not less than 7 days before the proposed commencement of hire. Unless we have already received the full outstanding payment from you in respect of the total price of the hire services, we shall automatically charge the balance of the price to your credit/debit card 7 days before the proposed hire date. You hereby acknowledge you will be required to provide us with your credit/debit card details at the time of your order and by giving us such details you authorise us to charge the outstanding sums and all other sums that may become due from you to us in accordance with these terms.
- 4.5 Please note that the horsebox will not be made available to you until we have received cleared funds all sums due and payable to us for the hire services.
- 4.6 We do not accept any payments sent by post and we accept no responsibility for any payment not having been received by us or where payments have been incorrectly completed by you.
- 4.7 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 by you at the time of your order may be released by us for hire to any other customer without liability to you.

5. Collection and Return

- 5.1 Unless we otherwise agree in writing collection/return of the horsebox shall be made by you. You will collect and return the horsebox from/to our premises or any other agreed location on the date agreed for the commencement/termination of hire.
- 5.2 The hiring of the horsebox will commence on the date on which the horsebox is to be collected by you as agreed.
- 5.3 We will prepare a vehicle checklist or provide a short video that will specify the precise details and condition of the horsebox. At the time of collection of the horsebox you will be required to sign the form or agree to have us WhatsApp a copy of the video to you 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 and have checked for damage before signing and thereby accepting the vehicle.
- 5.4 Mileage limits apply. A full day hire entitles you to a maximum of 200 miles. A half day hire entitles you to 100 miles. If you need to exceed this, an extra mileage charge of £0.50 per mile will be applied. Mileage will be checked and deducted from the security deposit.
- 5.5 We will use all reasonable endeavours 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.
- 5.6 The horsebox will be provided with a fuel tank full of fuel at the commencement of hire. Please note your obligations in respect of fuel are that the vehicle must be returned with a full tank of fuel.
- 5.7 Prior to 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 licence (both parts if photo licence), two recent utility bills (less than 60 days old) 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. Please also note that you authorise Holty Hooves to take a photo of the hirer for insurance purposes.
- 5.8 You may park your vehicle at your risk free of charge at our premises for the duration of the hire.

6. Cancellations

- 6.1 Once you have booked and paid a deposit for the hire of the horsebox you will NOT be entitled to a full refund upon cancellation, dependent on circumstance Holty Hooves will offer a transfer of date. The refund amount you will be entitled to will be 0% up to 5 working days before hire and 50% any time previous to 5 working days.
- 6.2 You may request the termination of the contract at any time. Your request must be in writing and sent to us by email shown below. If termination of the contract is requested more than 5 working days before the agreed commencement of hire any payments already made 50% will be refunded to the customer (excluding the non-refundable booking deposit). Any termination request received within 5 working days of the agreed commencement of hire will incur the full hire charge. Refer to 4.3 for payment conditions.

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7. Our Promise to You

- 7.1 The hire services will be performed by us with all reasonable skill and care and to a standard of quality that it is reasonable for you to expect.
- 7.2 You are entitled to the benefit of all conditions, warranties or other terms expressed or implied with respect to the horsebox given by the suppliers the manufacturers of the horsebox to us (so far as we are entitled to transfer it) but, save as otherwise provided in these terms the horsebox is not let by us with or subject to any such conditions, warranties or other terms expressed or implied all of which are excluded as between us and you to the extent committed by law we have no responsibility for damage or loss to persons property or animals carried on the vehicle.
- 7.3 We shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our or manufacturer's instructions (whether oral or written), misuse or the manner in which it is used, alteration or repair of the horsebox without our prior approval.
- 7.4 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.
- 7.5 If you have any other complaint about the hire services, you should notify us in writing via email.
- 7.6 We shall during the continuance of this hire contract
- (a) arrange for the provision of any roadside rescue (if needed), details of which will be provided in the cab of the horsebox in the welcome pack.
 - (b) except where any repair or maintenance is necessitated by an accident or 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 £50 must be authorised by us before the work is commenced. We will require proof of the work having been carried out by way of original receipted invoices.

8. Your Obligations to Us

- 8.1 You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, registrations, memberships, permissions, and licences and conform to all relevant rules and regulations, as they may be required for you to drive and otherwise use the horsebox. Please note that if you did not pass your driving test before the 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. You warrant to us and our insurers that you are qualified to drive the hire vehicle.
- 8.2 All drivers of the horsebox must be between the ages of 25-70 and must have held a full, unendorsed UK or valid international driving licence for a period of at least 3 years prior to the proposed date of commencement of hire.
- 8.3 The approved driver(s) must have had 1-year recent regular vehicle driving experience, Non-British Subjects must have had at least 3 years recent regular vehicle driving experience in the UK. (This means no minor convictions or motoring convictions in the past 3 years).
- 8.4 The approved driver(s) must not have any mental or physical infirmity, unless such a condition has been declared to and accepted by the DVLA, not have had any insurance declined, cancelled, renewal refused or special terms imposed, have had no more than one driving accident in the last 3 years.
- 8.5 The driver(s) agree to share their driving licence with us by providing a code through the DVLA - <https://www.gov.uk/view-driving-licence> - prior to the hire of the horsebox being confirmed.
- 8.6 Foreign Service Personnel, Armed Forces, Entertainers, Students and Professional Sportsmen and students under 25 years of age, jockeys and persons connected with racing are excluded from hiring the horsebox.
- 8.7 You shall during the continuance of this hire contract:
- 8.7.1 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 licences in the appropriate classes.
 - 8.7.2 Deliver and collect the horsebox to and from any maintenance or repairing agent when it has become un-roadworthy.
 - 8.7.3 Pay for all fuel for the proper running of the horsebox.
 - 8.7.4 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.
 - 8.7.5 Not take or allow the horsebox to be taken out of the UK mainland without prior written agreement.

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- 8.7.6 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.
- 8.7.7 Not remove or interfere with any identification marks or plate affixed to the horsebox.
- 8.7.8 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.
- 8.7.9 Permit us or our authorised representatives at all reasonable times to enter upon the premises where the horsebox may from time to time be garaged or parked to inspect and test the condition of the horsebox.
- 8.7.10 Notify us immediately of any change in your address and upon request by us promptly inform us of the whereabouts of the horsebox.
- 8.7.11 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 advised to us as soon as practical after the incident. We may instruct you to arrange repair to keep the horsebox in a roadworthy condition.
- 8.7.12 The horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law.
- 8.7.13 Use all partitions and such other equipment for the safe transportation of animals and not to transport any animals unless they have been properly secured.
- 8.7.14 Not carry more persons or animals than is recommended by the horsebox manufacturer and at all times comply with all load and weight restrictions as may apply from time to time in using the horsebox. Do not overload the horsebox or permit the horsebox to be overloaded. We reserve the right to impose our own fine should we become aware of any inadherence.
- 8.7.15 Not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox.
- 8.7.16 Not fit towing equipment or other accessories or carry out any alteration or modification to the horsebox nor alter, except by way of suitable replacement, any parts or part of it, mechanical or otherwise, or any of its accessories, without our prior written consent.
- 8.7.17 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.
- 8.7.18 Keep the horsebox in good repair and condition, fair wear and tear excepted, where such expression is to have its ordinary and natural meaning but does not include: -
 - (a) bodywork: dents or scratches (other than small scratches or chips) failure of colour matching where the repairs have been made.
 - (b) upholstery: stains, burns or tears in seats headlining or carpets.
 - (c) mechanical: the ramp 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.
- 8.7.19 Immediately give notice to us of the happening of any loss or damage to the horsebox.
- 8.7.20 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 or any of its contents and accessories in good clean order and working condition) and you hereby authorise us to charge such costs and expenses against your credit/debit card. Please note that there is a £50 surcharge in respect of any failure to return both the living/cab area and the horse area of the horsebox in a good, clean condition.
- 8.6.21 Keep the horsebox adequately secure at all times (including any outdoor lockers and containers).
- 8.8 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.
- 8.9 No animals (including dogs and other pets) may be carried by the horsebox at any time unless approved by us prior to the commencement of hire. You will be liable for any costs incurred by us to repair or clean the vehicle from any damage or soiling caused by any animal or pet.
- 8.10 Please note that smoking/vaping is **STRICTLY PROHIBITED** in any part of the cab or horsebox (you will be fined £75.00 for smoking/vaping inside the cab or horsebox).
- 8.11 The rental vehicle is for personal use only and transportation of your own horses and may not be used in any way for hire or reward.

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9 Default

- 9.1 We may, upon any breach by you of any of the provisions of this hire contract by notice in writing terminate this contract and upon that happening this contract and the hiring constituted by it shall determine and you will no longer be in possession of the horsebox with our consent and subject to our right to take possession of the horsebox and to recover from you our recoverable losses and to any pre-existing liabilities to us, neither party shall have any rights against the other.
- 9.2 Any expenses 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.

10 Ownership

- 10.1 The horsebox shall at all times remain the property of Holty Hooves 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.

11 Return of the Horsebox

- 11.1 On termination of the hire whosoever or whenever occasioned or on expiry of the period of hire, you shall no longer be in possession of the horsebox with our consent and shall (unless we otherwise agree) forthwith return the horsebox and all other accessories to us at our premises in good clean order and working condition and at your expense and risk.
- 11.2 Unless we otherwise agree in writing, the return of the horsebox shall be made by you returning it to our address or any other agreed location on or prior to the date agreed for the expiry of hire.
- 11.3 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. Failure to do so will result in a surcharge being levied.
- 11.4 In the event that you do not return the horsebox on time and in accordance with these terms: -
- 11.4.1 a penalty 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 £150).
- 11.4.2 you shall fully indemnify us against any other claims, liability, damages, losses, costs and expenses suffered or incurred by or awarded against us and arising from your failure to return the horsebox in accordance with these terms.
- 11.5 You hereby authorise us to charge all such penalties against your credit/debit card.
- 11.6 If your horse/pony will not load and the horsebox is returned early, there will be no refund, so please check before that your horse/pony will box.
- 11.7 Please note that NO REFUND or other discount will be given where/if the horsebox is returned early.
- 11.8 In the event that the horsebox's fuel tank is not returned full you hereby authorise us to fill the tank on your behalf and charge the costs of such fuel to your credit/debit card plus a £25.00 surcharge for failure to return the horsebox with a full tank of fuel.
- 11.9 In the event that the horsebox is not returned cleaned to the same standard as when you accepted it for hire, you hereby authorise us to charge to your credit/debit card a £50.00 cleaning fee for failure to return the horsebox in a satisfactory state.

12 Insurance

- 12.1. Drivers 25-70 years of age: We shall insure and keep the horsebox insured under a fully comprehensive policy against loss or damage to its full replacement value (with an excess of £500) during 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. You are liable for payment of the excess in circumstances where it becomes payable.
- 12.2 Only those persons named as drivers on the hire form may drive the horsebox.
- 12.3 Please note that use of the horsebox beyond the agreed period of hire is not covered by the above insurance policy and you hereby agree to indemnify us against 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 from your failure to return the horsebox on time and in accordance with these terms.

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- 12.4 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.
- 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 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 compulsory £500.00 excess if a claim is to be made (or per section 12.1.2 as applicable) and you hereby authorise us to pre-authorise this amount to your credit/debit card prior to commencement of the hire period. The pre-authorised charge will be released upon satisfactory return of the horsebox, which must be on time, un-damaged, fully re-fuelled and cleaned to the same standard that it was at collection.
- 12.7 Should the horsebox suffer from any damage, you will be liable for loss of earnings at £90 per day while the horsebox is out of service whilst being repaired.
- 12.8 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.

13 Our Liability to You

- 13.1 We make no promises, whether by 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.
- 13.2 Nothing in the terms shall restrict our liability to you for: -
- (a) death or personal injury caused by our negligence.
 - (b) liability for defective product under the consumer protection act 1987
 - (c) fraudulent misrepresentation.
- 13.3 In no event shall we be liable to you for any damages or costs, including any loss of profits or prize funds or 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.
- 13.4 Our liability in respect of damage to your tangible property resulting from our negligence shall be limited to the sum for which we carry comprehensive insurance cover.
- 13.5 We shall not be liable to you or be deemed to be in breach of the contract by reason of any delay of 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): -
- Your failure to provide us with payment when properly due in respect of the hire services in accordance with these terms.
Your failing to provide appropriate licences, consents, permissions, membership and any other qualifications required for the use of the horsebox. Your failure to provide us with the correct and/or complete information.
- 13.6 You acknowledge and agree that the limitations contained in these terms are reasonable in light of all the circumstances and you agree that we would not be able to provide the hire services on an economical basis without such limitations.

14. Indemnity

- 14.1 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 rewarded 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.

15 Data Protection

- 15.1 We shall take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 2018 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 unauthorised access to any information supplied by you.

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16 **Assignments**

16.1 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. Should you have any questions concerning these terms you may contact Holty Hooves at the above address.

Hirer Name:

Hirer Address:

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Period of Hire:

Signed (Hirer)

Date:.....