

Millennium Horseboxes Limited

Terms and Conditions of Hire

The terms and conditions set out below apply to the hire of vehicle by Millennium Horseboxes Ltd.

1. Definitions

In these terms and conditions:

“Accessories”	means the spare wheel, tools and any other items with which the Vehicle is supplied;
“Additional”	means a person specified as such in the Hire Form who has completed and submitted to the Company an Additional Driver form (together all required documentation) and been approved in writing by the Company;
“Excess”	means the sum of £750 (or such other sum as is specified overleaf) which must be paid by you in the event of any claim under the Vehicle’s insurance policy;
“Hire Form”	means the form set out overleaf or the relevant hire form;
“Hirer” or “you”	means the customer specified in the Hire Form;
“Standard Tariff”	means our standard price list as varied from time to time;
“us”, “we” or “the Company”	means Millennium Horseboxes Limited; and
“Vehicle”	means the hire vehicle specified overleaf or any replacement vehicle supplied by the Company.

2. Our commitment to you

2.1 We will make the Vehicle available for collection from our offices on the day specified overleaf and we will ensure that when you collect the Vehicle it is in a safe and roadworthy condition.

2.2 We will ensure that when you collect the Vehicle the fuel tank is one quarter full and that the generator tank (if applicable) is full.

2.3 We will hire the Vehicle to you for the period specified in the Hire Form (or until the hire period is terminated in accordance with clause 7 below). The Vehicle will remain our property and you will not acquire any right to the Vehicle other than as the hirer.

2.4 We will arrange for roadside assistance should the Vehicle breakdown.

2.5 If the Vehicle becomes unroadworthy (other than by reason of your breach of these terms and conditions) we will endeavour to provide a replacement.

2.6 We make every effort to ensure that the information on our website or in our literature is accurate, but we do not accept any liability if any such information is inaccurate.

2.7 You may park your own vehicle at our office during the hire period but we do not accept any responsibility for it and you therefore park it at your own risk.

3. Your commitment to us

3.1 You agree that you will collect the Vehicle on the date specified overleaf and that you will inspect the Vehicle in conjunction with our representative when you collect it and sign a condition sheet indicating any existing damage. Subject to any damage recorded in accordance with this clause, you will be deemed to acknowledge that the Vehicle is in good condition and fit for the purpose for which it was hired.

3.2 Throughout the hire period you will keep the Vehicle and the accessories in your possession at all times and ensure that it is secure.

3.3 You will ensure that the Vehicle is driven and used in a proper and safe manner in accordance with the manufacturer’s instructions. You must ensure that the Vehicle is not:

- 3.3.1 used for hire or reward;
- 3.3.2 used for racing, rallying, speed testing, driving tuition or any similar purpose;
- 3.3.3 used in any manner which might render void the insurance on the Vehicle;
- 3.3.4 driven any person other than the Hirer or an Additional Driver;
- 3.3.5 driven by any person who
 - is under 25 years; or
 - is under the influence of alcohol or drugs; or
 - has been convicted of any offence the details of which have not been disclosed in writing to the Company on the Hire Form; or
 - does not hold the necessary driving licence;
- 3.3.6 taken outside England, Wales or Scotland without the prior written consent of the Company;
- or
- 3.3.7 driven if there is any fault or defect in the Vehicle which renders it unroadworthy; or
- 3.3.8 driven, parked or otherwise used in breach of any Road Traffic or other applicable legislation.

3.4 You must ensure that the number of horses transported in the Vehicle does not exceed the manufacturer’s guidelines and that the weight of the Vehicle remains below the applicable legal limit. You must use the equipment and partitions within the Vehicle for the safe transportation of the horses and ensure that horses are safely secured at all times when in the Vehicle.

3.5 You must ensure that:

- 3.5.1 there is no smoking in the Vehicle;
- 3.5.2 the Vehicle is kept clean;
- 3.5.3 no part of the exterior of the Vehicle is defaced or damaged in any way and that the interior of the Vehicle (including fabric, upholstery and flooring) is kept clean and free from any strain, scratch or tear;
- 3.5.4 the water pump and gas bottles are turned to the off position when not in use and most importantly whilst travelling;
- 3.5.5 the toilet in the Vehicle is emptied when necessary and completely emptied immediately before the Vehicle is returned; and
- 3.5.6 fluid levels in the Vehicle are checked regularly.

3.6 You must:

- 3.6.1 pay all fuel and running costs during the hire period;
- 3.6.2 permit us or our representative to have access to the Vehicle on request;
- 3.6.3 report the loss of the Vehicle to us immediately;
- 3.6.4 deliver the Vehicle to our repairing agent if we request you to do so;
- 3.6.5 return the Vehicle to our offices by the date and time specified in the Hire Form; and
- 3.6.6 immediately report to us any damage to the Vehicle or any mechanical, electrical or other fault in the Vehicle which comes to your attention

4. Financial Matters

4.1 You agree to pay us the hire charge specified in the Hire Form or (if no rate is specified), our Standard Tariff. No rebate will be granted for the early return of the Vehicle.

4.2 If you fail to return the Vehicle by the time specified in the Hire Form you will be subject to an additional hire charge calculated at the rate of £50 per hour or part thereof.

4.3 In addition to the hire charges due under the terms of this agreement you agree to pay us:

- 4.3.1 the cost of fuel used (if the fuel tank is not at least one quarter full and the generator tank is not full when the Vehicle is returned) together with an administration charge for refuelling;
- 4.3.2 the Excess where any claim is made under the insurance policy;
- 4.3.3 a charge of £50 for cleaning the Vehicle if the Vehicle is not returned clean;
- 4.3.4 a charge of £50 if the Vehicle toilet is not emptied immediately before the Vehicle is returned;

4.3.5 any costs or expenses which we incur as a result of any damage to the Vehicle (other than that resulting from normal wear and tear) which are not covered by insurance. Without limiting the scope of this clause, you will be liable for all windscreen damage, the cost of repairing minor dents; and

4.3.6 for any loss of or damage to the Accessories.

4.4 You will be responsible for any loss or damage to the Vehicle which is caused by the wilful action of the Hirer.

4.5 You agree to indemnify us against all and any loss which we suffer or liability which we incur as a result of your negligence or breach of the terms of this agreement or otherwise as a result of your acts or omissions which is not covered by our policy of insurance.

4.6 You agree to pay a booking fee equal to 25% of the anticipated hire charge when you sign the Hire Form and you agree to pay the balance of the hire fee at least two weeks before the date for collection of the Vehicle. If you fail to make the payments due under this clause 4.6 by the due date we may (at our discretion and without prejudice to our other rights and remedies against you) choose to treat the agreement as having been terminated.

4.7 You may cancel this contract by serving a written notice on us telling us that you wish to cancel provided that we receive that notice at least six weeks before the date of collection of the Vehicle. If we do not receive such a notice at least six weeks before the date of collection of the Vehicle, you will lose your booking fee and you will be obliged to pay the entire balance of the cost of hire whether you collect the Vehicle or not.

4.8 You authorise us to debit your credit card for any sums which are due to us under the terms of the Agreement. You also authorise us to obtain a pre-authorisation from your credit card company for £100 which will be applied by us towards any amounts owed by you to us under this agreement. For the avoidance of doubt this does not in any way limit the amount recoverable to the pre-authorised amount.

4.9 Where the Vehicle is hired for an extended period (i.e. in excess of three months) we reserve the right to increase the hire fees from time to time by serving not less than 2 weeks notice on you.

4.10 All charges are subject to VAT (where applicable).

5. Insurance

5.1 We will insure the Vehicle on a fully comprehensive basis for use by the Hirer but no other driver will be covered unless expressly agreed in writing.

5.2 Our insurance does not cover any damage caused by horses (or other animals) to the Vehicle or to any party and you should therefore make sure that you arrange the necessary additional insurance.

5.3 You will remain liable for the Excess and for any loss which we suffer which is not covered by our insurance policy including any claim made against us by any third party.

5.4 It is your responsibility to insure your personal belongings and to insure any animals carried in the Vehicle. Neither personal belongings nor animals will be covered by the insurance which we provide.

6. Liability

6.1 There may be circumstances in which for reasons which are beyond our control we are unable to provide your Vehicle. If this happens we will give you as much notice as possible but cannot accept any liability for failing to provide you with a Vehicle. If a smaller Vehicle is available we may offer this to you and reduce our charges accordingly. If a larger Vehicle is available we may offer this to you at no extra charge

6.2 Nothing in these terms and conditions shall exclude or limit the Company’s liability for death or personal injury resulting from the negligence of the Company nor (where the Hirer is a consumer within the meaning of the Unfair Contract Terms Act 1977) shall these terms and conditions seek to exclude or limit the Hirer’s statutory rights

6.3 Without prejudice to clause 6.2 and in so far as shall be permitted by law:

6.3.1 under no circumstances shall the Company be liable to you for any indirect, special or consequential loss including (for the avoidance of doubt) loss of profit, loss of revenue, loss of contract or loss of goodwill suffered as a result of any breach of contract, tort or breach of statutory duty arising under or in connection with this agreement; and

6.3.2 if the Company shall be liable to the Hirer under the terms of this agreement (whether under the express or implied terms of this agreement, or at common law, or in any other way) for any loss or damage of whatever nature arising out of or connected with the provision of, or purported provision of, or failure in provision of, the services covered by this agreement, such liability shall be limited to the payment by the Company by way of damages of a sum not exceeding the hire fee paid by the Hirer under this agreement; and

6.3.3 all terms and conditions implied by law (whether by statute, common law, custom or otherwise) are excluded to the fullest possible extent permitted by law.

7. Termination of Hire Period

7.1 Without prejudice to our other rights and remedies, the Company shall be entitled to terminate the hire period under this agreement with immediate effect if any of the following shall occur:

7.1.1 if you commit a serious breach of the terms of this agreement;

7.1.2 if the Company becomes aware that the information supplied by you to the Company (whether on the Hire Form or on any other form which you have been asked to complete in connection with the hire of the Vehicle or otherwise) was inaccurate when supplied or subsequently becomes inaccurate;

7.1.3 if a petition is presented for your bankruptcy, you enter into a individual voluntary arrangement or you are unable to pay your debts as they fall due; or

7.1.4 you fail to pay any monies owed by You to the Company by the due date.

7.2 If the Company terminates the hire period, the Company shall be entitled to recover the Vehicle from your premises or any other premises on which the Vehicle is located. You hereby expressly agree that representatives of the Company shall be permitted to have access to your premises for such purpose.

7.3 In the event that you shall fail to pay any monies which you owe to the Company, we shall be entitled (without prejudice to our other rights and remedies) to charge you interest on the overdue amount at the rate of 4% above the base lending rate of Barclays Bank Plc (as varied from time to time) from the due date until we receive payment in cleared funds.

8. General

8.1 You agree that the information that you have give to the Company may be disclosed to any licensed credit reference agency to assess applications for credit and financial services made by you and to prevent fraud and recover debt.

8.2 If at any time before the expiration of the hire period your address changes or any of the information set out in the Hire Form or any other form which you have completed in connection with this agreement changes, you must notify us in writing immediately.

8.3 This agreement shall be governed by and construed in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the English courts.

8.4 Any notice required to be served on the parties shall be delivered by hand or pre-paid first class recorded delivery post to the address specified on the Hire Form.

8.5 A notice served by hand is deemed served when delivered and a notice served by first class recorded delivery post is deemed served on the fourth day after posting.