

Trailer Hire: Terms and Conditions

We are Thornbury Trailer Hire (Owner), 13 Bluebell Close, Thornbury, BRISTOL, South Glos, BS35 1UN. These terms shall apply to the hire of the horse trailer/trailer (Trailer) that we supply to you (Hirer).

For the purpose of the following conditions of hire, the person hiring the trailer shall be called the 'Hirer'. All trailers are wholly owned by Thornbury Trailers, who shall be called the 'Owner'. The horse trailer/trailer rented by the 'Owner' to the 'Hirer' shall be called the 'Trailer' which has been identified on the front of the Rental Agreement.

• Responsibility of the Owner

- The Owner undertakes to supply the trailer in a roadworthy condition.
- The Owner will ensure that the trailer is cleaned and disinfected prior to hire.
- The Owner will provide two security device free of charge which must be returned at the end of the hire period.

• Identity of the Hirer

- The Hirer must provide an original valid driving licence (both parts) and original valid Insurance Certificate for the tow vehicle.
- The Hirer must provide an original utility bill (not a copy), confirming your present address. The bill must not be older than 2 months old and may be sourced from the following: Electricity, gas, water supplier, land line telephone service provider, local council domestic rates, or bank statement.
- The Hirer must provide the Original Vehicle Registration Certificate (showing the 'DVL' watermark) of the car towing the trailer, confirming your present address.
- A copy of these documents will be retained by the Owner and returned to the Hirer at the end of the hire period.
- The Hirer shall inform the Owner of any change of address without unreasonable delay.

• Payment

- Hire rate does not include insurance.
- Reservation deposits are non refundable.
- A deposit is payable by the Hirer before the time of collection.
- The Hirer is required to pay the rental charge in full, prior to collection.

• Trailer Security & Safety

- 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.
- The Owner will supply 1 wheel clamp, tow hitch lock and keys. The Hirer is responsible for the replacement costs to any item lost or damaged during the hire period.
- The Hirer as a condition precedent to liability agrees that the Trailer will be clamped by the supplied wheel clamp and hitch lock when not in use. The Hirer must fit the wheel clamp security device, to a rear wheel.
- The Hirer as a condition precedent to liability agrees that the Trailer will be locked by a hitch lock and wheel clamp, when disconnected from the towing vehicle and locked by a hitch lock when connected to the towing vehicle.
- The Hirer must be legally able to tow the trailer in accordance with the UK licensing laws.
- 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.

• Tow vehicle Suitability & Trailer use

- The Hirer must ensure that the tow vehicle is suitable to tow the expected weight of a fully loaded horse trailer.
- 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.
- The Hirer agrees to load the trailer within the manufacturer's limits and to transport the trailer within the UK highway regulations.
- The Hirer shall not make any repairs or adjustments without permission and advice from the Owner.
- It is the Hirer's responsibility to ensure that the Trailer is fitted with a legal number plate that matches the tow vehicle. This MUST be fitted before the Trailer leaves the Owner's premises.

- Trailers are not to be written on or have items stuck to them. The Owner reserves the right to charge any costs incurred removing any writing or stickers.

• **Trailer Inspection and Return**

- 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 out of the trailer at the beginning of the hire period.
- A similar inspection shall be carried out upon return of the trailer and any damage will be recorded and charged for.
- 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.
- 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.

• **Insurance & Liability**

- The Hirer agrees that the valuation of the trailer together with the associated security devices is at market value.
- 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.
- It is The Hirer's responsibility to contact the motor insurance company of the towing vehicle, to inform them of the hire of the trailer and to seek adequate public liability cover.
- 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.
- The trailer shall not be towed by any person or any other vehicle other than the Hirer and the vehicle declared on the Trailer Hirer Agreement Contract and The Towing Vehicle Insurance certificate.
- The responsibility and liability of the trailer and contents passes to the Hirer on the signing of the hire agreement and the trailer is then used entirely at the Hirer's own risk.
- 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.
- The Hirer shall completely indemnify The Owner in respect of all claims by any person for injury to person or property caused by or in connection with, or arising out of the use of the trailer. (see 7.3)
- The Owner, shall not be liable for death or any injuries caused to the Hirer or any third parties arising out of the use of the trailer during the hire period. The Owner shall not be liable for any consequential losses arising out of the use of the trailer. (see 7.3)
- 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.
- 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.
- 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 Thornbury Trailers.
- 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.
- 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.

• **General**

- The trailer remains the property of the Owner at all times during the period of hire.
- The Owner shall not be liable for any injuries caused to The Hirer, any third parties or to any animals/goods/ items transported arising out of the use of the trailer during the hire period. The Owner shall not be liable for any consequential losses arising out of the use of the trailer.
- The trailer shall not be used for any application other than its intended purpose.
- The trailer shall not be transported outside of the UK mainland.

- 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.
 - The Hirer must be over 25 years old.
 - If your horse or horses will not fit in the box or refuses to load we are not responsible and refunds will not be given.
 - We will use all reasonable endeavours to have the trailer 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.
 - These terms together with the 'Trailer Hire Agreement Contract' and supporting documents together with the "The Terms & Conditions" represents the entire agreement between the parties in relation to its subject matter and supersedes all previous oral and written communication.
 - 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.
 - The Hirer may not assign, sub-contract, sub-licence or otherwise transfer any of its rights or obligations under the Agreement without the Owner's prior written consent signed by the authorised signatory.
 - This agreement shall be construed in accordance with English Law the English Courts shall have exclusive jurisdiction.
 - 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.
- **Cancellation**
- If the Hire is cancelled within 48 hours of the commencement of hire a full fee will apply.