

## **Westford Horse Trailer Hire Terms and Conditions of Hire**

For the purposes of the Terms and Conditions of Hire the person hiring the trailer shall be referred to as the hirer. All trailers are wholly owned by Westford horse trailer hire, who will be referred to as the owner.

The hirer must provide as identity a valid Driving Licence (both parts), valid Insurance Certificate for the tow vehicle and 2 original household bills dated within the last 8 weeks.

The hirer agrees to these documents being photocopied and retained by the owner until the trailer is returned.

It is the hirer's responsibility to ensure that the vehicle insurance covers towing the trailer. The specified vehicle driven by person/s covered by that insurance policy must only tow the trailer.

Upon collection of the trailer, full payment for the hire is required plus a £100 deposit.

The trailer is the property of the owner and the hirer at no time has right, title or interest in the hired trailer except that it is hired to the hirer. The value of the trailer hired is £5000. The wheel clamp is valued at £100. The hirer agrees to this value in the signing of the hire agreement.

All risks as stipulated in the terms and conditions of hire pass to the hirer on the signing of the hire agreement and when the trailer leaves the physical possession and control of the owner.

The owner shall not be liable for any injuries caused to the hirer, their agents, any third parties or to any horses 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 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.

The hirer is liable if the trailer is stolen, damaged or involved in an accident during the period of hire, whilst the trailer is both attached and detached from any vehicle.

Any animal/items carried or stored in the trailer are entirely the hirer's responsibility, as are any accidents arising from the use of the trailer, or any injury sustained to the hirer or any other third party.

The hirer agrees to pay the owner in full the value of the trailer should it be stolen/lost/destroyed/confiscated/impounded or not returned at the end of hire period. This amount shall become payable at the end of the hire period. The owner reserves the right to charge the full daily hire rate to the hirer until such monies are paid in full or pro rata if a part day.

The hirer agrees to pay the owner the full costs of any repairs or replacement parts of the trailer should the trailer be damaged or have parts stolen from it during the period of hire. These repairs/parts shall be undertaken/supplied by an authorised Ifor Williams agent and charged accordingly.

The hirer shall inform the owner if the trailer is in need of repair or adjustment, and shall not authorise any person to carry out any repairs or adjustments without prior consent from the owner.

The hirer shall ensure that the trailer will not be used: for hire or reward, for any illegal purposes, for any other purpose than what it is designed for, or outside England, Wales or Scotland; otherwise, without prior consent, will not lend, sell, attempt to sell or otherwise part with the trailer.

Any trailer not returned at the end of the hire period will be reported to the police as stolen. The hirer agrees that in the event of the trailer not being returned

to the owner at the end of the hire period that copies of the documentation supplied for identification purposes can be passed to the police and to our recovery agents to assist in their investigations and recovery of the trailer.

The hirer agrees to pay solicitors fees and court costs involved on behalf of the owner in having to take any legal action to recover either the trailer, the value of the trailer or repair costs through the hirer not complying with the terms and conditions of hire. This also applies to any outstanding hire fees accrued in this period.

Any trailer not returned at the end of the hire period will be subject to the current daily hire charge rate. The hirer agrees to pay this daily hire rate in the event of breach of the signed conditions of hire/agreement for each day or part day.

Hirers agree that the owner reserves the right to request the return of the trailer and terminate the hire agreement at any time during the hire agreement if we believe that the terms and conditions of hire have been broken, the trailer is being used contrary to its intended use, as the result of any complaints

from the police, members of the public or any other party, or if the trailer is being exposed to any unnecessary risk. In this event the owner reserves the right to only return the proportion of hire fee paid that is still to run pro rata minus any costs incurred by the owner in securing the return of the trailer after the verbal and written request has been made.

A spare wheel is supplied, and the hirer is responsible for the replacement costs to any tyres damaged during the hire period. A wheel clamp is supplied, and this and the hitch lock MUST ALWAYS be used when the trailer is left unattended. The hirer will also take adequate and proper measures to protect the trailer from theft, damage and other risks during the hire period.

The tow vehicle will need to be fitted with a towing bracket, 50mm ball, and a 7-pin 12-volt universal wiring.

The trailer is used at the hirer's own risk, and the manufacturer's stated tolerances must not be exceeded. The largest horse must be loaded on the right side of the trailer. If only one horse is loaded, load the horse on the right side of the trailer.

The hirer must inspect the trailer and sign to agree its condition. The trailer must be returned in the same clean condition in which it is received. A surcharge of £10 will be made if the trailer is not clean both internally and externally on its return.

Monthly and seasonal hirers must ensure that the trailer is washed both internally and externally, in particular the side and roof panels at regular intervals to prevent staining to the trailer by exposure to the elements that can result in permanent marking/damage of the trailer. Please only use water and an approved washing agent when doing this as some chemicals/disinfectants can stain and damage both the internal and external parts of the trailer.

The owner advises that washing a trailer is undertaken with the correct equipment and that hirers take their own and others safety into consideration before performing any cleaning process.

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**Please call the owner if you need to return the trailer later than the agreed time, a surcharge may be levied as this does inconvenience other users.**

**Hire Commencing from**

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**To be returned by no later than**

\_\_\_/\_\_\_/\_\_\_

**I confirm acceptance of the above stated terms and conditions. I agree to return the trailer at the end of the hire period stated as per the Hire Agreement. These terms and conditions form a part of the Hire Agreement.**

**Please tick box and sign**

Signed

Date

\_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_

Print Name (Block Capitals) \_\_\_\_\_