

# TERMS & CONDITIONS

Please read all these terms and conditions and note they may change without notice to you before any future hire. Please sign below to confirm you have read this Contract.

## APPLICATION

These terms and conditions will apply to the hire of the Horsebox and all services that we, Gillian Anderson Transport of Sturdys Cottage, Taston, Oxfordshire OX7 3JL, supply to you, the customer. These are the terms on which we provide all services to you. By booking our services, upon email confirmation of your booking by us, you agree to be bound by these terms and conditions.

This contract (including any non-contractual matters) is governed by the law of England and Wales and is a legally binding agreement between you, the customer and us, for the supply of the hire and services we offer.

You shall be responsible to us for ensuring the accuracy of terms of any order submitted by you, including whether the Horsebox is adequate for the purpose you intend to use it for and give us the necessary cooperation, assistance and information relating to the hire of the Horsebox or as we may reasonably require within a sufficient amount of time to enable us to perform the contract in accordance with these terms.

This contract shall be subject to your right of cancellation.

## SERVICES

All services are subject to availability. It is your responsibility to ensure that any information or specification you provide is accurate.

The description and price of the services will be set out in the email confirmation of your booking at the time you place the order or on our website.

Descriptions set out in the website, catalogues, brochures or other form of advertisement are for illustrative purposes and there may be small discrepancies of any goods supplied.

## CUSTOMER RESPONSIBILITIES

You must cooperate with us in all matters relating to the services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the services and obtain any necessary licenses and consents (unless otherwise agreed).

Failure to comply with the above is a customer default which entitles us to suspend performance of the services until you remedy it or if you fail to remedy it following our request, we can terminate the contract with immediate effect upon written/email notice to you.

You must complete and sign Hirers Questionnaire as required by the insurance company prior to or upon collection of the Horsebox. No one other than the drivers in the completed questionnaire may drive the Horsebox. If the person that has made payment differs from the driver, they must also fill out a questionnaire and provide all relevant information as and when requested to comply with insurance.

Drivers must be aged 22 and above and have held a valid full driving license for at least 2 years. In the event of an insurance claim a £500 excess (subject to increase to cover transportation/recovery/loss of income) is required to be paid by the driver. Drivers aged 22-24 must pay an excess of £800 (also subject to increase to cover transportation/recovery/loss of income).

The driver must ensure the Horsebox is locked securely at all times when unattended. It is essential that you do not leave the keys in the Horsebox whilst you are not driving the Horsebox. If the Horsebox is stolen as a result of customer negligence the insurance is void and you are liable for the full value of the vehicle. Similarly, loss of keys will invalidate all current spares. Therefore customers may be liable for replacement and costs of all spare keys and lock changes, not just the particular key in use.

The driver is responsible for ensuring the Horsebox is in a safe condition for travel as well as for the welfare of any horse or ponies being transported. It should be noted the insurance covers the driver, passengers and Horsebox but it is your responsibility to insure the horses or ponies you are transporting. The transportation of horses and ponies in the Horsebox is at your own risk.

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 other such animals that we consent to being carried in the Horsebox and the transportation of the same under an appropriate insurance policy with suitable cover against risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in this respect.

The driver must carry valid passports for each horse or pony they intend to transport. Failure to do so may compromise the use of breakdown cover and recovery of your horses.

You must not use this Horsebox outside of the U.K. mainland without prior permission granted by Gillian Anderson Transport in writing.

You must not sell rent or dispose of the Horsebox or any of its parts, fixtures or fittings or grant anyone any legal rights over the Horsebox. The Horsebox shall at all times remain the property of Gillian Anderson Transport 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.

The driver must protect the Horsebox from any adverse weather conditions, which may cause damage to the Horsebox.

You must ensure you use the correct fuel for the Horsebox which is pump DIESEL. Please return the lorry with a full tank of fuel. You must NOT use red diesel.

The Horsebox is designed to carry no more than 3 people or 2 horses/ponies at one time provided this is below the maximum carrying weight of the vehicle. You must comply with the legal load and weight regulations as may apply, you can only be sure you are not overweight

by using a weighbridge. We are not responsible for overloading, if the Horsebox is confiscated as a result and or fines levied, the driver will be held responsible for all charges including charges to cover loss of income.

You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, registrations, memberships, permissions and licenses and conform to all relevant rules and regulations as may be required for you to drive and otherwise use the Horsebox.

You must ensure the Horsebox is driven, operated or used in a safe and proper manner and for the purposes for which it was designed.

You indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire and 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 or incurred by such use of the Horsebox.

You must not remove or interfere with any identification marks or plates affixed to the Horsebox.

You 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.

You must notify us immediately of any change in your address and upon request by us promptly inform us of the whereabouts of the Horsebox.

In respect of the condition and maintenance of the Horsebox, you are solely responsible for ensuring fluid levels are checked and adjusted as necessary; the interior of the Horsebox is kept clean at that any loss or damage is immediately reported to us and promptly repaired if authorised to do so by us. It is your responsibility to take pictures and keep note of any damage within your hire period and report back to us with to avoid further charges being incurred.

You must ensure the Horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law.

You agree to use all partitions and such other equipment for the safe transportation of animals and not transport any animals unless they have been properly secured.

You must not deface or suffer to be defaced the paintwork, body and coach work of the Horsebox.

You must 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 of it, mechanical or otherwise, or any of its accessories, without prior written consent by us.

You agree to bear the full cost of the repair or rectification of any damage to the Horsebox resulting from negligence or improper use of the Horsebox by you or anyone who has used the Horsebox during the hire contract which may invalidate any applicable insurance company.

You agree to keep in the Horsebox in good repair and condition, with fair wear and tear excepted, where such expression is to have its ordinary and natural meaning.

You agree to 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.

You agree to indemnify us against all loss and damage, 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 and any of its contents and accessories in good clean order and working condition) and you hereby authorise us to charge such costs and expense against your payment method.

## **BASIS OF SALE**

The description of the services on our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the services or goods.

When a booking has been made, we can reject it for any reason, although we will try to tell you the reason without delay.

A contract will be formed for the services ordered, only upon Gillian Anderson Transport sending an email to you saying the booking has been accepted.

## FEES AND PAYMENT

A booking deposit is required at the time of booking to secure the hire. This deposit will be returned to you, provided inspection of the condition of the vehicle is satisfactory, within 24 hours of its return to Gillian Anderson Transport, however this could take 2-5 working days to process. Depending on the vehicle this may range from a £50 deposit to £500 (£800 for under 25) deposit taken or placed as hold on your card.

If you make use of our key box, the horsebox remains your responsibility until we retrieve the key and the deposit will be processed within 24 hours of its return provided the vehicle is in satisfactory condition.

Payment for the deposit may be made by BACS or card payment. The balance can be made by cash or BACS or card payment. By agreeing to this contract you authorise us to charge the deposit to your method of payment.

All outstanding sums in respect of the price for the hire services will become payable no later than 7 days before the start date of the hire. If we have not received payment from you by this point, we will attempt to contact you, however we will no longer be able to guarantee availability of your hire if we are unable to reach you.

As per the insurance, we are unable to make the Horsebox available to you until all sums due and payable to us for the hire services have been received and cleared in full.

You hereby acknowledge that you will be required provide with your debit/credit card details, which are registered in your name, at the time of your order and by giving us such details, you authorise us to charge any sums that may become due from you to us in accordance with the terms.

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 contract and you hereby acknowledge that the Horsebox reserved for you at the time of your order may be released by us for hire to any other customer without liability to you.

The Horsebox must be returned to Gillian Anderson Transport by 8pm on the return date. Any delay in returning the Horsebox will result in additional charges. These will be charged at £25 per late hour, calculated at 15 minute increments. A maximum additional charge of £200 per late day. If the horsebox is returned late on half day hire, you will automatically be charged for a full day hire and authorise us to take this payment from your payment method.

No refund is given for early return of the Horsebox.

The Horsebox must be returned in the same state as the start of the hire. This includes returning the Horsebox with a full tank of DIESEL fuel. Unless you have opted for the 'add on' package where we will refuel for you (for a fee of £10), a charge of £30 plus the fuel to fill the tank will be incurred.

You will have to pay for the cost of repair for any interior or exterior damage or loss to the Horsebox or equipment.

Smoking in the vehicle will incur a charge of £50.

The Horsebox should be returned clean and free of litter, poo-picked and cleared of hay and bedding. Upon failing to return the Horsebox sufficiently clean a £30 surcharge will be charged unless the cleaning 'add on' has been chosen (for a £10 fee).

If the cleaning 'add on' has been chosen the horse and grooms area of the vehicle may be returned in a state of uncleanliness as would be reasonably associated with its intended use for transporting horses and no penalty will be charged.

Our cleaning and refuelling 'add ons' are by prior arrangement only and can not be ordered during the hire. Full rates, charges or penalties will apply.

Excessively dirty interior or exterior will incur a charge of £50.

Our full day hire package includes up to 300 miles per day of hire. Our half day hire packages include up to 150 miles per day. Charges apply above these limits at £0.50 per mile. You hereby authorise us to charge all such penalties and surcharges against your debit/credit card.

You must pay any and all fines and costs (including court costs) incurred for parking, traffic congestion charges or any other offences, this includes any costs which arise if the vehicle is clamped or stored.

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.

You must pay to the appropriate authority any fines and costs if and when the authority demands this payment. If you fail to do this, you will be responsible to pay any costs and reasonable administrative costs incurred by Gillian Anderson Transport through dealing with these charges.

Any charges that are not apparent until a later date will be forwarded to you, for example, speeding tickets. We will provide the necessary information provided by you to the appropriate authority to settle the fees or charges required.

In the event of an accident, please notify us immediately. You must complete the accident report available in the cab and return it to us within 24 hours of the accident, following the guidance on the form.

If such an event occurs, you must not admit liability at the scene or in relation to such an accident and collect names and addresses of all witnesses to pass on to us.

Any writ or summons or other document relating to any proceedings arising out of such accident is forthwith delivered to us.



All assistance is rendered to us and our insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing committing such proceedings to be brought by us in the name of you and defending any proceedings brought against us.

You shall forthwith upon demand fully and effectually indemnify us against all losses, liabilities, costs, actions, claims or demands which we may incur or have brought or made against us in relation to the Horsebox or its use and which are not recoverable under the policy of insurance.

The driver must call the breakdown service in the event of a flat tyre, do not try and change yourself. Please call and notify us if such an event occurs.

## COLLECTION OR DELIVERY

Unless delivery is ordered as part of the hire service at the time of booking and confirmed by us in writing, collection of the Horsebox shall be made by you from our premises on the date and time agreed for the commencement of hire.

Delivery can be arranged and will be confirmed in writing at an extra cost to the hirer.

Unless otherwise agreed in writing, the Horsebox will be available for collection during a one hour collection time slot, chosen when booking your order. Your time begins at the time requested upon booking NOT when the horsebox is collected.

You may leave your own vehicle parked at Gillian Anderson Transport, free of charge, for the duration of the hire but you do so at your own risk.

We will take all reasonable measures to remain flexible, however we make no guarantee that the Horsebox will be available for collection outside of the collection slot chosen by you. If you fail to collect the vehicle within your chosen time slot, it will be deemed as a request to terminate this contract and you hereby acknowledge that the Horsebox reserved for you at the time of your order may be released for us to hire to any other customer without liability to you. We strongly advise that in the event of unforeseen circumstances, you advise us at your earliest possible convenience to maximise the chances of keeping the Horsebox available to

you. Gillian Anderson Transport is under no obligation to refund hire costs under these circumstances.

We will take all reasonable measures to have the Horsebox available for collection at the agreed time and date of hire, but we shall incur no liability whatsoever in the event of any delay arising from matters beyond our reasonable control.

The Horsebox will have been disinfected with DEFRA approved products prior to the commencement of your hire period.

As a requirement of the insurance policy, prior to release of the Horsebox you must provide the following for each driver/hire of the Horsebox:

- Completed hirers questionnaire or repeat hire slip
- Signed copy of these Terms and Conditions
- Current valid UK driving license
- Passport if photo card driving license is unavailable
- Two letters for proof of address – this can include utility bills, bank statements, council tax or mobile phone bills but must be dated within the last 90 days
- Valid DVLA code to check your license online

All drivers of the Horsebox must be over the age of 22. Those aged 22-24 will incur a higher excess of £800 in the event of an insurance claim. Those 25 and over will be subject to an excess of £500 in the unfortunate event of an insurance claim.

All drivers must have no more than 6 points on their license at the time of hire.

If you are unable to provide these details or do not fit the criteria, it may be possible to refer your details to the insurance company. This will incur a fee of £20 and there is no guarantee you will be able to hire the Horsebox. This process takes at least 48 hours and therefore cannot be performed on the day of hire. If required this process must be requested at least 7 days in advance of hire.

Please note that the Horsebox will not be made available to you until we are reasonably satisfied with your forms of identification and driving history. The Horsebox will not be released until such documents have been produced in accordance with these terms. Photocopies will be taken and held for 1 year to comply with the insurance policy requirements.

No refunds will be issued in the event that you are unable to provide the correct documentation, that we are reasonably satisfied with, at the time of collection.

## RISK AND DAMAGES

Risk of damage to, or loss of the Horsebox will pass to you upon collection or delivery of the Horsebox.

Until the Horsebox is safely returned to Gillian Anderson Transport you will remain responsible for the Horsebox.

The hirer is responsible for the whole value of the Horsebox in the event that they do something (or not do something) that invalidates the insurance policy.

Before you return the Horsebox you must ensure you have not left any personal belongings in the Horsebox. Gillian Anderson Transport is under no obligation to return such belongings to you.

You are responsible for any loss or damage caused to the Horsebox through negligence, misuse or otherwise whether or not such damage was caused by you.

You will have to pay for the cost of repair for any interior or exterior damage or loss to the Horsebox or equipment. Any such work completed on the Horsebox will be invoiced to you and must be paid within 14 days to prevent further interest charges should we be unable to take payment from your previously provided method of payment.

You will be responsible for all costs including reasonable legal fees where permitted by law, incurred collecting payment due from the hirer.

You agree to pay fair market value of repairing damage how so ever caused to the actual Horsebox supplied, administrative fees, plus loss of revenue at the daily rate on our loss of use of the Horsebox, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the hirer or any other person and regardless of whether damages are a result of an act of God. We have the sole right and responsibility to repair such damages. Any damage whatsoever must be reported to us as soon as possible or at least within 24 hours of the vehicle becoming damaged.

Interest will be added every day to any amount you do not pay on time, at the rate of 4% a year above the base lending rate.

In no event shall we be responsible to you for any loss or damage to personal goods or possessions, horses and other animals. You shall upon demand fully and effectually indemnify us against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the Horsebox or its use and which are not recoverable under a policy of insurance.

Gillian Anderson Transport cannot be held liable for delays, curtailment of journey or any other incidental costs as a result of an accident or breakdown.

You must not let anyone work on the Horsebox without prior permission granted by Gillian Anderson Transport.

The driver will bear all costs of breakdown or repair in circumstances where the incident is the result of negligence on the drivers part such as running out of fuel, filling up with the wrong fuel, locking keys in the horsebox or losing the keys.

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.

In respect of each and every incident resulting in damage to the Horsebox, the renter shall forthwith upon demand pay to us the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by the owner in proceeding to cover the same amount from the third party. In the event of us receiving from the third party any part of the amount of such costs and provided you shall have performed its obligations here under we shall repay the hirer the like part of such excess.

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 awarded 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.

## WITHDRAWAL AND CANCELLATION

You can withdraw the order by telling us before the contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

In the event of cancellation, a full refund will be given up until 7 days before the hire commencement date.

All cancellations must be made in writing.

The booking deposit of £50 will be retained when the booking is cancelled within 7 days of the hire period.

Cancellations made under 48 hours will be charged at the full daily rate.

If for any reason we have to cancel the Horsebox rental due to unforeseen circumstances, the hirer will be refunded in full.

The breakdown or malfunction of equipment after the Horsebox has been handed over by us will not be accepted as a reason to abort or cancel this contract.

Gillian Anderson Transport reserves the right to refuse to release the Horsebox to any person who, in their reasonable opinion, is not suitable to take charge of the Horsebox. In such cases of refusal, we will not have any further liability in relation to the aborted hire, nor to the person refused.

## CONFORMITY

The hire services will be performed by us with all reasonable skill and care to a standard of quality that is reasonable for you to expect.

We shall during the continuance of the hire arrange for the provision of 24 hour roadside recovery for you and your horses through a competent roadside rescue organisation, details of which will be easily accessible within the cab and the passport of each horse travelling must be available at all times.

We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our or manufacturers instructions (whether oral or written), misuse or alteration or repair of the Horsebox without our prior approval.

In relation to the services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the services, is a term of the contract (which we must comply with) if you take it into account when deciding to enter this contract, or when making any decision about the services after entering into this contract. Anything you take in to account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this contract or later).

## EXCLUDING LIABILITY

We do not exclude liability for:

- I. Any fraudulent act or omission

II. Death or personal injury caused by our negligence

Subject to this, we are not liable for: loss which was not reasonably foreseeable to both parties at the time when the contract was made, or loss (eg loss of profit) to your business, trade, craft, or profession which would not be suffered by a consumer – because we believe you are not buying the services wholly or mainly for your business, trade, craft or profession.

We make no promises, whether express or implied, in relation to the accuracy of information supplied by us and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

In no event shall we be liable to you for any damages, including any lost profits or prize funds, 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.

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.

We shall not be liable to you or be deemed to be in breach of this contract by reason of any delay in 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):

1. Your to provide us with payment when properly due in respect of the hire service in accordance with these terms
2. Your failing to have valid and appropriate license consents, permissions, membership and any other qualifications required for the use of the vehicle
3. Your providing us with incorrect or incomplete information

In no event shall we be liable to you for any additional and or consequential losses, expenses or costs incurred as a result of your agreeing to accept a replacement Horsebox in accordance with these terms.

You acknowledge and hereby 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 economic basis without such limitations.

## DURATION, TERMINATION AND SUSPENSION

The contract continues until the Horsebox is safely returned to Gillian Anderson Transport in satisfactory condition as decided by an inspection by us.

Either you or we may terminate the contract or suspend the services at any time by a written notice of termination or suspension to the other if that other:

1. Commits a serious breach, or series of breaches resulting in a serious breach, of the contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
2. Is subject to any step towards its bankruptcy or liquidation.

On termination of the contract for any reason, any of our respective remaining rights and liabilities will not be affected.

## DATA PROTECTION AND PRIVACY

Your privacy is critical to us. We respect your privacy and take all reasonable care to ensure that we comply with the General Data Protection Regulation with regard to your personal information.

We shall only use the information you provide about yourself for the purpose of fulfilling your order, unless you positively agree or instruct us otherwise. You can correct any information about you, or ask us for this information about you to be deleted after the initial 12 month period that this information must be retained for in order to assure insurance compliance. We shall not be liable to you for any unauthorised access to information supplied by you, unless this is due to our own negligence.



If the driver/hirer breaks the Terms and Conditions set out in this contract, Gillian Anderson Transport can make available the information provided to us by you to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and other relevant organisations.

## COMPLAINTS

Disputes can be submitted to the jurisdiction of the courts of England and Wales. We try to avoid any dispute, so if you would like to complain please send a letter to the address above.

Signed.....Date.....