



SPENCER & SON - HORSE TRANSPORT SELF DRIVE HIRE TERMS & CONDITIONS

**25 Millbeck Green
Collingham
Leeds
LS22 5AJ**

Tel: 0770 890 7632

- 1) Spencer & Son Horsebox Hire (referred to as Spencer & Son for the purpose of this document) provide a service to its hirer to enable the term use of its horseboxes (referred to as vehicles for the purpose of this document). Spencer & Son shall alter or change these terms and conditions without notice, from time to time.

The Hirer

- 2) 'The Hirer' (individual/s and / or companies wishing to hire the horse box supplied by Spencer & Son) will be supplied with a vehicle for an agreed period of time allocated booking. At no time will the vehicle belong to or become the property of the hirer. The hirer agrees not to use the vehicle for hire or reward, nor use the vehicle in violation of the law, nor remove the vehicle from England, Scotland, Wales unless authorized by Spencer & Son, in writing. The hirer hereby warrants and undertakes to Spencer & Son to supply accurate information and shall adhere to all terms and conditions set within the agreement. The hirer shall ensure the vehicle is locked and immobilized when unattended and the keys are kept on your person. The hirer agrees that any claim brought by you (the hirer) against us (Spencer & Son) pursuant to these terms of business shall only be brought against Spencer & Son and shall not be brought against any of its employees, partners or officers. The hirer agrees to return the vehicle to Spencer & Son in the same condition they received it.

The hirer will hire the vehicle at the commencement of the hire period and return it at the agreed time. Any extension to the hire period must be agreed prior to the commencement of the hire agreement. The company cannot guarantee the extension of the hire period.

The hirer agrees to pay Spencer & Son:

- a) Mileage charged at the discretion of the company for delivery and collection.
- b) Any mileage over 300 miles at 40p a mile subject to fluctuation depending on fuel prices.

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General

The Client will be requested to provide the following documents to the company:

- 1) A valid UK driver's license driver aged between 25 – 70 years.
- 2) Proof of address (a utility bill, bank statement) dated within the last three months.
- 3) Insurance cover for each horse travelling is the responsibility of the hirer Spencer & Son
DO NOT insure horses for travel, all horses should have public liability insurance.
- 4) £200 cash bond payable upon collection of the vehicle, which is fully refundable based upon the Terms of this Agreement.
- 5) Provide a £30 cash deposit. No vehicle will be reserved until a cash deposit of £30 is paid. Deposits will not be paid back once the reservation is completed.
- 6) Any driving offences committed whilst the horse box is on hire will be the responsibility of the hirer i.e. the person who signed the documentation for terms and conditions and whose license has been photo copied by Spencer & Son.

Spencer & Son will provide the hirer with:

- 1) A rental Agreement for the period of hire, duly signed by both parties in agreement to all Terms and Conditions held within this contract.
- 2) The vehicle is fitted with a tracking device, alarm, cameras inside the stalls, outside automatic reverse cameras
- 3) Comprehensive vehicle insurance for period of hire.
- 4) Full tank of fuel upon hire of the vehicle.
- 5) Full instruction on how to use the vehicle.
- 6) Photographic evidence of the vehicle's condition at time of hire.
- 7) Spencer & Son offers the hirer the use of parking facilities for one (1) car; however, the hirer accepts all risks, liabilities, and responsibility for the vehicle whilst parked.

The vehicle will be checked for damage prior and post hire by Spencer & Son. If the vehicle is damaged whilst under the hire period with the hirer, Spencer & Son will retain the £200 bond provided by the hirer. The final cost of repair will be assessed by the authorized horse box repair specialist, and Spencer & Son will agree a final settlement figure with the hirer.

Spencer & Son shall provide a vehicle available for collection on the date agreed. Spencer & Son shall not incur any liability in the event of any delay arising from matters beyond their control.

The Company

In the unlikely event of a vehicle breakdown, Spencer & Son provides a 24 hour roadside relay through a competent nationwide roadside rescue organization.

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No refunds are given for the early return of any vehicle.

Smoking is prohibited in all areas of all our vehicles.

No dogs allowed to travel in any of our vehicles.

Spencer & Son reserves the right to vary the rates and conditions of hire at short notice and decline hire to any individual(S) or companies.

Spencer & Son reserves the right to offer alternative vehicles, providing a similar standard of services.

The minimum hire period is (1) day.

Spencer & Son shall ensure it complies with the data protection act 1998 in order to keep records secure however, Spencer & Son shall not be held accountable for any breaches of this act and the hirer in signing this agreement, provides the company with information freely and without obligation.

The Client

The hirer will nominate a driver and that individual will become the named driver on the insurance policy for the period of hire. The named driver will remain the driver of the vehicle for the duration of the hire period. Additional names may be added to the policy for an additional cost.

The hirer will collect and return the horse box at the agreed times. Delay will endure a £20 charge per hour up to a maximum of £100.

The hirer must ensure the vehicle has a full tank of diesel upon return to the drop off point.

The hirer is responsible for the security of the vehicle. The vehicle must be securely locked, immobilized and parked in a safe location at any time. The hirer must not leave the vehicle in a vulnerable location or unlocked at any time. If a theft or accident occurs the hirer must inform the police and Spencer & son immediately.

The hirer is responsible for accidental damage resulting from careless driving or sabotage, improper use and /or neglect. The hirer is responsible for all losses or damage to personal belongings or effects belonging to themselves, their horses, staff, family or friends, whilst under the hire agreement.

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The hirer is responsible for the safety and welfare of all the horses and individual horses must be insured and a copy of the insurance certificate provided to Spencer & Son, prior to collection of the vehicle. The hirer accepts full responsibility for damage or injuries suffered by the hirer, horses, individuals or third party.

The hirer is responsible for all damage to the vehicle by horses, individuals and third parties.

The hirer shall not sell, assign, lend, let or hire the vehicle, remove any items from the vehicle, give possession of the vehicle to any individuals, nor attempt to remove or interfere with any identification marks or plates on the vehicle.

In respect of the maintenance of the vehicle

- a) Fluid levels are checked and adjusted as necessary.
- b) Upholstery is kept clean and free from debris.
- c) You comply with load restrictions as issued under the vehicle plate.
- d) The vehicle is not defaced in any way or its appearance altered.

In the case of an accident:

The hirer shall notify Spencer & Sons immediately in the event of an accident and also inform the police.

Ensure the driver takes all details of the incident with photographs; people involved and make model and registration numbers of all vehicles involved.

Do not admit liability to any person in relation to such accident.

Forward all documents relating to all proceedings stemming from and in connection with the incident.

Upon demand fully indemnify Spencer & Son against all losses, liabilities, costs, actions, claims or demands which Spencer & Son may incur in relation to the vehicle and / or horses and / or use of the vehicle which are not recoverable by Spencer & Son through our insurance policy.

Collection and return destination:

25 Millbeck Green,
Collingham,
Leeds, LS22 5AJ.

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I have read and fully understand and accept the terms and conditions of this document I am aware that by signing below I enter into a contract with Spencer & Sons Horse transport.

Print Name

Sign Date

Janette Spencer of Spencer & Son