



Aspire Horsebox Hire - Terms of Rental (MAY 2024)

WE ASK THAT THESE TERMS AND CONDITIONS ARE CAREFULLY READ BEFORE PLACING YOUR ORDER.

By taking out the hire and filling out the hire form, you are agreeing to our Terms and Conditions of hire. If you have any questions or queries in relation to these terms please contact Simon Moss on 07595 550585 or email: info@aspire-hb.com.

INFORMATION ABOUT US

1. We are Aspire Horsebox Hire, North Barnes Farm, Plumpton Green, East Sussex, BN7 3DU. These terms shall apply to the hire of the horsebox and all services that we supply to you.
2. The horsebox is a light grey, Aspire Maxi 2 Elite (stallion box), 3,500kg, manual transmission, registration Y50 AHB, bearing the Aspire Horseboxes branding.
3. The rental includes fully comprehensive self-drive rental insurance, subject to an excess of £500. The rental also includes roadside assistance and emergency horse transport provided by Equine Rescue Services Ltd ("ERS") which covers breakdown due to mechanical or electrical failure. We will provide you with ERS's contact details, their terms and our membership number when you collect the horsebox.
4. No contract shall exist between you and Aspire Horsebox Hire for the hire of the horsebox and any services until we have accepted your order and received full payment of hire charges.
5. We shall email confirmation of your booking to the email address that you have given. On confirmation of your order, there shall exist a binding legal contract between us that shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.
6. It is your responsibility to us for ensuring the accuracy of any order (including whether the horsebox is adequate for your purposes) submitted by you, and for giving us any necessary co-operation, assistance and information relating to the hire of the vehicle horsebox or as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms
7. Only persons named in the Rental Agreement can drive the horsebox and each named driver must sign the Agreement and these Terms and Conditions. We will not release the horsebox for rental unless we are satisfied that you and each driver meet the requirements set out below.
8. You will be required to use the DVLA View Driving Record Service and provide us with the code it gives you no earlier than 21 days and no later than 3 days before the commencement of the hire period.
9. No one may drive the horsebox unless:
 - They are aged between 25 and 75 years of age inclusive during the Rental Term.
 - Have held a full UK or EU licence for a minimum of two years
 - Have not had their licence suspended for any period within the last three years.
 - Have not been involved in more than one fault incident within the last three years.
 - Have no more than two convictions with a maximum of 3 points per conviction.
 - Have not obtained a BA,DD or UT conviction.
10. You and any other driver of the horsebox must not:

Use the horsebox for the carriage of goods of an explosive, dangerous or hazardous nature or for the carriage of goods or passengers for hire and reward or any other form of profit or remuneration;

- Use the horsebox for hire or reward;
- Use the horsebox for any illegal purpose;
- Use the horsebox for either racing, pace making, testing the Horsebox's reliability and speed and or teaching someone to drive;
- Use the horsebox whilst under the influence of alcohol and/or drugs; or
- Drive the Horsebox outside England, Scotland and Wales, unless you have requested this in your booking request.

11. Each driver must produce their original photo card licence or pre-1998 paper-only licence before we will release the horsebox. We will not accept copies. In addition, each driver must present the following identification when collecting the horsebox:

- two utility bills, or other bills except mobile telephone bills, that are less than 90 days old and that identify each driver with their address and licence; and
- unless the driving licence produced is a photo card licence, an original passport or photo ID card.

12. Payment for the hire services can be made by cash, BACS transfer or PayPal at the time you place your order. Payment may be made by debit card or credit card but we do not accept American Express.

13. Full payment of the hire charge is payable at the time of your order. Subject to your rights to cancel the contract in accordance with these terms.

14. You are also liable for the damage/collision excess of £500 in the event of an accident.

15. Please note that the horsebox will not be made available to you until we have received and cleared all funds due and payable to us for the hire services.

16. Any payment sent by post will be at your own risk and we accept no responsibility for any payment not having been received by us or where payments have been incorrectly completed by you.

17. 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 the 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.

RESERVING AND COLLECTING THE HORSEBOX

18. You must pay the total prior to collection.

19. If you fail to pay the above sums we can cancel the booking reservation and make the horsebox available to any other customer with no liability to you.

20. On collection we will take a security deposit of £150 in the form of cash or, if agreed beforehand, a credit or debit card payment via our secure card payment facility. Provided no costs have been incurred during the rental period as provided by these Terms, we will release the full security deposit at the end of the rental period.

21. We will make all reasonable efforts to make the horsebox available for you to collect at the time, date and location stated in the booking confirmation.

22. Before the rental begins you will be given the opportunity to inspect the exterior and interior of the horsebox, please report:

- any pre-existing damage such as scratches, dents, damage to coachwork, paintwork or branding, stains or breakages;
- the mileage and fuel level at the time of collection;
- all accessories, handbooks and tools;
- and confirming your understanding of the requirements for using the horsebox.

23. We will take steps to familiarise you as required with the basic operation and use of the horsebox. We will provide you with the vehicle handbook and draw to your attention:

- the correct fuel to be used in the horsebox.
- the arrangements for dealing with any tyre or windscreen damage occurring during the rental period.
- what to do in the event of an accident or discovery of a fault with the horsebox.

RENTAL PERIOD AND MILEAGE ALLOWANCE

24. You will have the horsebox for the rental period shown in the booking confirmation and rental agreement. We may agree to extend the rental period if you ask us to do so at any time prior to the end of the rental period and provided the horsebox is available. If you are late returning the horsebox by more than one hour you are breaking the conditions of our agreement and we can charge you £20. Delays of more than 2 hours will incur the normal daily rate. If you return the horsebox early we will not make any discount or refund.

25. The maximum allowable mileage per day included in the rental is 300 miles. We will charge you at the rate of 40 pence per mile if you exceed the maximum mileage.

YOUR RESPONSIBILITIES

26. The collection and return address is North Barnes Farm, North Barnes Lane, Plumpton Green, East Sussex, BN7 3DU.

27. You must at all times look after the horsebox and all accessories included in the rental and drive it at all times in a safe and proper manner.

28. You must make sure that you use diesel fuel in the horsebox, and ensure that you have sufficient fuel for the journey you are making. If you use the incorrect fuel you must neither drive the horsebox nor attempt to remove the fuel. You must immediately contact ERS on 0800 032 8321 for assistance and also inform us as soon as possible.

29. You may only use the horsebox for its normal purpose, that is to transport horses and passengers and associated luggage.

30. You must not overload the horsebox. The maximum number of horses that may be carried on the horsebox is 2 and the maximum number of people that may be carried in the cab in addition to the driver is 2. The maximum combined legal payload of the horsebox which must not be exceeded is 1080kg, including all horses, passengers, luggage and equipment, any water carried and the fuel in the tank.

31. When the horsebox is not in use and you are leaving it unattended, even for short periods, you must always close the windows of the horsebox cab and lock it, activating the alarm/immobiliser, and keep the key with you. You must also close and lock the windows and the ramp of the horse area and the doors and windows to the storage area. When the horsebox is in use, for example at a show, and any horse is left unattended on the horsebox, the ramp and/or windows in the horse area may be left open for ventilation but the cab must be secured as above.

32. Smoking is strictly prohibited in any part of the horsebox including the driver's cab. A fire extinguisher is provided for your use if necessary; please inform us if you have had to use it so that we can ensure it is replenished.

33. Strictly no dogs are allowed in the horsebox including the driver's cab area.

34. You are fully responsible for any damage to the horsebox, however minor, caused by loading or transporting horses or otherwise or for its loss which is not covered by our insurance. You must have suitable insurance for each horse carried and for public liability and we reserve the right to inspect evidence of such insurance.

35. You are responsible for loss to or damage of personal possessions carried on the horsebox to the extent that they are not covered by insurance.

36. Horses are carried entirely at your own risk and you must ensure that they are suitably trained to load and travel on a horsebox and that the weather conditions are suitable for travelling horses, for example avoiding travelling when there is excessive heat.

37. You must operate the partition and ramp in a safe and proper manner and secure the horse(s) properly in the horsebox.

38. You must not at any time tie any horse to the window bars or the partition on the inside of the horsebox.

39. You must carry an up-to-date passport for each horse transported. You risk being fined if you do not have valid passports and ERS reserves the right to refuse transport to horses without valid passports.

40. You must not sell, rent or dispose of the horsebox or any of its parts. You must not give anyone any legal rights over the horsebox.

41. You must inform us immediately if you change your address.

42. You must not, or let anyone else, repair or modify the horsebox in any way without our written permission in advance. If we do give you permission, we will only give you a refund if you provide a receipt.

43. You must bring the horsebox and all accessories back to our premises by the time agreed.

44. You must return the horsebox with a full tank of diesel, having been filled within 3 miles of our premises. Failure to do so will incur a refuelling charge of £20 plus fuel.

45. You must remove all personal belongings from the horsebox.

46. You must return the horsebox in a clean and good condition with the horse area fully swept out.

We will check that the horsebox is clean and is in accordance with the agreed pre-rental inspection report. If we have agreed that you may return the horsebox in our absence, you will remain responsible for it and its condition until we inspect it.

47. You will have to pay for reasonable costs if:

- We have to take steps to return the horsebox to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition); or you have damaged the horsebox.

OUR RESPONSIBILITIES

48. The rental of the horsebox is subject to availability and we will make all reasonable efforts to provide accurate and up-to-date information as to its availability. If, following transmission of the booking confirmation, the horsebox is no longer available, for example due to mechanical failure, we will tell you immediately and refund all sums you have paid us in full within 7 days. We shall not be liable to you for any delays caused by matters which are beyond our reasonable control, save that we will refund you all sums you have paid us.

49. We will make all reasonable efforts to give you accurate information and pricing about the rental. We will contact you to correct any mistake we discover as soon as reasonably possible, giving you the option of continuing the rental at the corrected price or cancelling the booking.

50. We will supply the horsebox in a clean and roadworthy condition suitable for renting out, including ensuring that all necessary oil and fluids are topped up, the tyres are properly inflated and that the horsebox has a full tank of diesel.

51. If the horsebox develops a fault during the rental period we will use all reasonable endeavours to have it repaired as quickly as possible. We will refund you for any time for which you are unable to use the horsebox because of the fault, by reference to the daily rate applicable to your rental.

PROPERTY

52. We are only responsible for loss or damage to property left in the vehicle if the loss or damage results from our negligence or a breach of contract.

CHARGES

53. You will pay the following charges.

- The rental fee, as determined by the length of the rental period and set out on our website.
- Any additional fee charged for insurer approval of you and any named driver.
- A refuelling service charge of £20 plus fuel costs if you have used, and not replaced, the quantity of fuel that we supplied at the start of the hire.
- The first £500 insurance excess in the event that we have to make a claim.
- Any cost incurred by us as a result of your using the incorrect fuel in the horsebox, including emptying and refilling the tank and any mechanical repair work, including parts and labour.

- All fines and court costs for parking, traffic or other offences (including any costs which arise if the horsebox is clamped). You must pay the appropriate authority any fines and costs if and when the authority demands this payment. If you do not, you will be responsible to pay our reasonable administration charges which arise when we deal with these matters.
- All tolls or charges when driving the horsebox on chargeable routes or zones.
- Any charge for loss or damage resulting from you not meeting your responsibilities as set out in these Terms.
- Any uninsured losses.
- You are responsible for all charges, even if you have asked someone else to be responsible for them.

INSURANCE

54. Comprehensive self-drive rental insurance, covering accident, fire, theft or attempted theft, is provided as part of the rental of the horsebox and you may inspect a copy of our insurance documents at our premises.

55. The insurance cover is subject to a £500 excess applicable to damage, fire and theft and windscreen damage or breakage. You will be responsible for the excess charge for any insurance claim made in relation to any accident or incident during the rental period.

56. If any damage occurs to the horsebox for which an insurance claim cannot be made, you shall be deemed fully responsible.

57. On reserving the horsebox you and each proposed driver must ensure that you meet the eligibility requirements and forward your DVLA View Driving Record Service code(s) no earlier than 21 days and no later than 3 days before the commencement of the hire period.

58. On collection of the horsebox you and each driver must sign the Rental Agreement and Terms & Condition as part of the insurer's requirements.

MECHANICAL OR ELECTRICAL FAILURE

59. You must let us know as soon as you become aware of a fault in the horsebox. If a mechanical or electrical failure, windscreen or tyre damage occurs that causes the horsebox to be undrivable, not resulting from a road traffic accident, you must immediately cease driving the horsebox and contact us so that we can dispatch our recovery service. If you are unable to contact us, please leave us a message explaining what has happened and call ERS directly for assistance. Under no circumstances should you use any other recovery service.

60. If any of the tyres on the horsebox become damaged during the rental for any reason other than normal wear and tear, you must at your cost replace it with a tyre of the same brand, type and dimensions. You must inform us of the replacement and supply a copy of the associated documentation.

61. If the windscreen breaks or is chipped or cracked, rendering the horsebox undrivable, you must contact us or our insurer.

ACCIDENTS OR THEFT

62. If you have a road traffic accident you must not admit responsibility.

63. You must:

- Stop at the scene of the accident and do not leave until you have exchanged details with all other parties involved.
- Make the horsebox secure.
- Make a note of the names, addresses, telephone numbers and vehicle registrations of everyone involved, including witnesses and any attending police officer(s).
- Note the exact location of the accident and any relevant road signs or markings.
- If possible, take photographs of the accident scene, the vehicles involved and any visible damage to them.
- Tell the police straight away if anyone is injured or if there is a disagreement over who is responsible.
- Tell us what happened as soon as possible, providing all details and any crime reference issued by the police if involved.
- Provide all reasonable assistance to us and our insurers in relation to any proceedings that may arise out of the accident.
- Immediately forward to us any claim form, summons or other document received in relation to the accident.

64. If the horsebox is undriveable following a road traffic accident, we will notify our insurer and dispatch our recovery service to provide assistance to you as soon as possible. If you are unable to contact us, and you require immediate emergency assistance, please leave a message for us explaining what has happened and contact our insurer, quoting our policy number (There is a card in the cab). If required, you may also request ERS to help recover your horse(s) and the horsebox.

65. If the horsebox is stolen you must immediately inform the Police and then us, providing the details and crime reference number.

YOUR RIGHT TO CANCEL THE BOOKING

66. You may as of right cancel the booking at any time up to the end of the fourteenth day prior to the commencement of the hire period. You must do so by email to info@aspire-hb.com. In such cases we will refund you all sums paid within 7 days of receiving your notice of cancellation.

67. If you cancel the booking before the 14th day prior to the commencement of the hire period you will receive a full refund, after the 14th day we will charge you 50% of the total rental fee. We will, however, we will make reasonable efforts to re-hire the horsebox for all or some of the booked rental term. If we succeed in re-hiring the horsebox, we will only charge our Admin Fee of £30 (Inc Vat) to cover our administrative costs arising out of your cancellation.

DATA PROTECTION

68. You agree that we may use any information you have given us to provide our services to you and process your payments. We will not pass on your personal data to any other third party without first obtaining your express permission. We will retain evidence of eligibility and identification checks for a minimum of 12 months from the date of the rental agreement. If you break the rental agreement we can give this information to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisation.

LIMITATION OF OUR LIABILITY AND EVENTS OUTSIDE OF OUR CONTROL

69. We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause beyond our reasonable control, including but not limited to: power failure, internet service provider failure, strikes, lock-outs or industrial action, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond or reasonable control.

COMPLAINTS

70. We will use all reasonable endeavours to ensure that your experience in renting from us is a positive one, however, if you wish to complain about any aspect of your dealings with us please contact us in an email to info@aspire-hb.com.