



**LOTHIAN HORSEBOX HIRE LTD – RENTAL AGREEMENT
HORSEBOX HIRE – TERMS AND CONDITIONS**

By signing the Rental Agreement over the page, or by taking a vehicle from us, you are entering into a legal contract with us on these Terms and Conditions (the Rental Agreement and these Terms and Conditions are collectively the “**Agreement**”).

1. Definitions

“Administration fee” means a fee of £36.00 which is applied when we pay a fine or penalty for you (or on your behalf) or where we have to disclose information to third parties under this Agreement or where we have to replace a key.

“Charge” and/or “Fee” means those set out in the Agreement or notified and agreed by you either before or after entering into this Agreement.

“Collision Damage Waiver” means cover for any damage to, or theft of the Vehicle which exceeds the amount of your excess. It does not cover loss of or damage to personal property.

“Damage Administration Fee” means a fee of £27.00 which is applied where the Vehicle is damaged.

“Named Driver” means any person(s) on the Agreement that you nominate to be allowed to drive the vehicle during the rental period.

“Rental Charge” means the daily rental charge set out on the front page of this Agreement.

“Rental Period” means the period shown on the Agreement (which cannot exceed, or be capable of exceeding, 28 days).

“Third Party Motor Insurance” means cover for any claims made by third parties for death or personal injury or damage to their property. It will not cover any loss of or damage to the vehicle or loss of personal property or death or personal injury to you.

“Vehicle” means the motor vehicle described in the first page of this Agreement.

“You” or “Your” means the person paying for the Vehicles’ hire and named on the first page of this Agreement.

“We”, “Us”, “Our” means Lothian Horsebox Hire Ltd.

2. Rental period

- 2.1 You will have use of the Vehicle for the rental period.
- 2.2 If you return the Vehicle before the end of the rental period then both the rental period and this Agreement will end on the date of the Vehicle's return. If you decide to return the Vehicle early you will not be entitled to the return of any unused pre-paid rental charges.
- 2.3 The rental period lasts for a maximum period of [28 days] ("maximum rental period"). If you wish to hire a horsebox after the maximum rental period, you must:-
 - a. return the Vehicle to us at the end of rental period and pay any outstanding amounts; and
 - b. negotiate the hire of a new horsebox and enter into a new Agreement.
- 2.4 If you return the Vehicle after the end of the rental period you must pay us:-
 - a. the rental charge for each day (or part of a day) until the Vehicle is checked in by us; and
 - b. an Unauthorised Extension Fee. You will also be responsible for all damage to the Vehicle and any unpaid Charges and Fees (including where applicable, any Administration Fee or Damage Administration Fee).
- 2.5 If you do not return the Vehicle to us when this Agreement ends we are entitled to its immediate return and will take all lawful means to recover it (which may include repossessing it or applying for a court order requiring you to return it and/or pay us the vehicle's market value). If we have to take such steps, you must pay all our reasonable costs (including any legal or professional costs), Charges and Fees (including any Administration Fee or Damage Administration Fee or Unauthorised Extension Fee).

3. Charges

- 3.1 You agree to be responsible for and will pay to us:-
 - 3.1.1 Any Charges or Fees (and all applicable value added tax ("VAT")).
 - 3.1.2 Any Administration Fee, Damage Administration Fee or Unauthorised Extension Fee payable under these terms and conditions.
 - 3.1.3 Any charge for delivery and/or collection ("which we have told you about at time of booking").

- 3.1.4 The cost to refuel the Vehicle on the date of return if you do not return the vehicle to us with a full tank of fuel.
- 3.1.5 Where applicable:
- 3.1.5.1 A Charge for exceeding any mileage cap or allowance as shown on the Agreement for each mile (or part of mile) over any mileage cap (“Excess Mileage Charge”).
 - 3.1.5.2 A valeting charge (up to £85.00) if it is necessary to return the Vehicle to the same condition it was in before the start of the rental period (including for smoking in the vehicle).
- 3.1.6 All costs arising from any congestion or parking charges (or failure to pay them) or a breach of any parking restrictions or a road traffic offence or any other offence involving the Vehicle, including costs from the Vehicle being clamped, seized or towed away and any charges/costs (or failure to pay them) of the relevant organisation (if and when asked for these payments) plus the Administration fee (for each charge we pay).
- 3.1.7 An Administration Fee if we have to pass your details to a third party under Clause 10.5.
- 3.1.8 Unless any of the following charges are covered by our Collision Damage Waiver or our Third Party Motor Insurance, the following:-
- 3.1.8.1 The cost of repairing any damage caused to the Vehicle or any of its accessories or which you cause to another party, their property, the vehicle they are in and all uninsured losses before the Vehicle is checked in by us and a Damage Administration Fee.
 - 3.1.8.2 Damage for the loss of use of the Vehicle however caused and whether or not you are responsible for such loss unless the loss is due to our fault and negligence or our breach of this Agreement.
 - 3.1.8.3 The replacement cost of any accessories which have been lost, stolen or are uneconomical to repair plus a Damage Administration Fee (whether or not you are responsible for such loss).
 - 3.1.8.4 A fee of up to £500 if the Vehicle’s key is lost or damaged (whether or not you are at fault) plus the Administration Fee.

- 3.1.9 If the Vehicle is seized by any Government, authority or organisation whether in or outside the UK and whether or not you are at fault, you must pay for any damage caused to the Vehicle and/or its accessories, any penalties, fines, restoration/repatriation charges or any other Charges or Fees. You will also have to pay us for the loss of use of the Vehicle while we cannot rent out that Vehicle.
- 3.1.10 You agree that at any time before, during or after the rental period any and all charges, fees, loss and/or damage incurred by us under this Agreement or related to your rental of the Vehicle, can be offset against your deposit and where there is no deposit or the deposit is insufficient, that we can apply such excess (ie the difference between the amount we are entitled to and any deposit) to the credit/debit or charge card presented by you immediately before entering into this Agreement or we can issue an invoice to you for those sums that will be payable immediately.
- 3.1.11 We may, at our discretion, accept payment from your insurer but ultimate responsibility is with you.
- 3.2 The Rental Charge must be paid in full together with any deposit specified in the Agreement prior to the vehicle being released to you.

4. Your Responsibilities

- 4.1 You must provide us prior to the release of the Vehicle the following:
- 4.1.1 Yours and any Named Driver's current driving licence together with a valid DVLA Access Code to enable us to check your driving record.
- 4.1.2 Your passport.
- 4.1.3 A recent utility bill providing details of both your and any Named Driver's current residential address.
- 4.1.4 A fully completed Hirers Questionnaire in our prescribed form.

The Vehicle will not be available to you until we are reasonably satisfied with your forms of identification.

- 4.2 You must inspect the Vehicle and its accessories for any pre-existing damage before signing the Agreement. If there is any, please tell us before you enter into the Agreement.
- 4.3 You must look after the Vehicle, key and its accessories against loss and damage (however arising) throughout the rental period. If you do not do so, you will be

responsible for all damage, loss and charges plus the Damage Administration Fee.

4.4 You must ensure that only you or a Named Driver drives the Vehicle. You or any Named Driver must:-

4.4.1 Be over the age of 25 and under the age of 75.

4.4.2 Not be under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance that may impair driving ability.

4.4.3 Immediately on request provide us and any law enforcement or government body with full, accurate and up-to-date information relating to the vehicle during the rental period.

4.4.4 Use best endeavours to supply full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the vehicle.

4.5 If:-

(a) the Vehicle is subject to a mileage cap or allowance (which will be stated on the Agreement) (“mileage cap”) and

(b) if you exceed the mileage cap you agree to pay the Excess Mileage Charge.

4.6 You must not (nor allow anyone to) fit any roof or bike rack or any tow bar. If these are already fitted, you must not (nor allow anyone to) modify them. You must not (nor allow anyone to) fit winter tyres or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.

4.7 You must not use or allow the Vehicle to be used for the carriage of passengers for hire or reward; or for racing, pace-making, off-roading, reliability trials, speed testing, driving instruction, to propel or tow another vehicle or trailer or breach of any legislation, order or regulation affecting the use, loading or condition of the Vehicle or for any illegal purpose at all.

4.8 You must not take the Vehicle (nor permit the vehicle to be taken) outside mainland UK and Northern Ireland without first obtaining our express written consent. Where we give our consent you are responsible for ensuring the Vehicle has the correct equipment to comply with local driving regulations in the country you will be driving the Vehicle through or within. If modification of the Vehicle is required you must obtain our written consent and if such consent is given you will be responsible for any damage caused by such modification.

- 4.9 You will not (nor will you allow anybody else to) smoke in the Vehicle. If we reasonably think that smoking has happened in the Vehicle, you must pay the valet charge (see Clause 3.1.5.2).
- 4.10 You will not sell, rent or dispose of the Vehicle or any of its parts or any of its accessories.
- 4.11 You will not attempt to give anyone any legal rights over the vehicle.
- 4.12 Subject to any wear and tear to the Vehicle you will return the Vehicle to us in the same condition it was at the start of the rental period.
- 4.13 You must use all partitions and other such equipment for the safe transportation of animals and not transport any animals unless they have been properly secured.
- 4.14 You will not carry more persons or animals than is recommended by the Vehicle's manufacturers, and at all times you must comply with all load and weight restrictions as may apply from time to time in using the Vehicle. You must not overload the horsebox or permit the horsebox to be overloaded.
- 4.15 You must hold a current valid up-to-date equine passport for all equines being transported.

5. Our Responsibilities

- 5.1 If we are in breach of this Agreement we will not be responsible for any losses (including any loss of profits) which you suffer as a result, except for those losses which are a foreseeable consequence of our breach of this Agreement or our negligence.
- 5.2 We are not responsible for any property placed in the Vehicle which is there at your own risk. You must not leave any property in the Vehicle when you return it to us (you are responsible for checking the vehicle). Any property left in the vehicle which remains unclaimed for 3 months after the end of the rental period will be disposed of.

6. Protection

- 6.1 Our cover:-
- 6.1.1 The rental charge includes the cost of both Third Party Motor Insurance and Collision Damage Waiver cover. You will be responsible to pay an amount up to the Collision Damage Waiver Excess shown on

the Agreement together with all relevant Charges and Fees each time the vehicle is damaged or stolen during the Rental Period whether or not you were at fault.

6.1.2 Our cover does not protect you for loss or damage to the Vehicle and its accessories caused by driver abuse, negligence or breach of this Agreement. In these circumstances, you must pay all our losses and damages and you agree to pay all relevant charges and a Damage Administration Fee for each incident.

6.1.3 You must comply with this Agreement so that our Third Party Motor Insurance and/or Collision Damage Waiver are not compromised. If you do not do so then responsibility for any loss or damage during the rental period may be declined by us. If cover is declined you must pay all of our losses and damages we incur or suffer as a result and you will pay all relevant charges plus a Damage Administration Fee for each incident.

6.2 Protection – General

6.2.1 You will at our request do all that is required by us or any provider of any insurance cover and allow your name and the name of any Named Driver to be used by us (or any provider of insurance cover) for enforcing any rights or remedies against any persons in connection with the Vehicle.

6.2.2 We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Agreement or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer).

7. Breakdown, Accident and Repair

- 7.1 If the Vehicle develops any fault during the rental period, you or any Named Driver must call us for assistance. If there is an accident/incident you or any Named Driver must tell us immediately. If you do not do so, or you continue to use the Vehicle, you are responsible for any damage caused to the Vehicle, all relevant Charges and a Damage Administration Fee for each incident.
- 7.2 Neither you nor anyone else is allowed to work on the Vehicle without our express consent. If we give our consent we will only refund you for the work upon receipt of a valid and lawful invoice.
- 7.3 If the Vehicle breaks down or is involved in an accident/incident during the rental period in mainland UK or Northern Ireland, we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional. If the Vehicle cannot be repaired we are under no obligation to provide you with an alternative Vehicle for the remainder of the rental period. If, and only if, the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the cost of recovery and/or repair (if any).
- 7.4 If you or any Named Driver has an accident/incident, you or any Named Driver must:-
- 7.4.1 not admit or accept responsibility;
 - 7.4.2 obtain the names and addresses of all involved including witnesses;
 - 7.4.3 make the vehicle secure and tell the police straightaway if anyone is injured, the road is blocked or if any property has been damaged;
 - 7.4.4 tell us of the accident or incident;
 - 7.4.5 complete and return an Accident Report Form at the end of the rental period.

8. End of the Rental Agreement

- 8.1 We immediately end the Agreement if we become aware or suspect that you have, or any Named Driver has breached these Terms and Conditions.
- 8.2 If we discover that any of your belongings have been taken away from you to pay off your debt, or you are made bankrupt or you enter into an individual voluntary arrangement then we will end the Agreement immediately.
- 8.3 At the end of the rental period (including if it is ended early) you must return the vehicle and key to us.

- 8.4 If this Agreement ends we will still have all our rights under these Terms and Conditions including the right to claim any amounts which you owe to us.
- 8.5 If the Agreement is ended and the Vehicle is not returned within 2 working hours we can repossess the Vehicle. If we do so, you must pay all our costs for repossessing it. If we need to repossess the vehicle you give us permission (and cannot withdraw it) to access your premises so long as we do not use unreasonable force or cause damage.

9. Your Information

- 9.1 We may use any information you have given us, including the details of any Named Driver, for the purposes of your rental to verify, identify, collect payment, monitor fraud and deal with any issues before, during and after the rental period.
- 9.2 We will obtain information from you and/or any Named Driver to decide whether to rent a vehicle to you. In particular, we will require from you and/or Named Driver a current driving licence, passport and a recent utility bill containing details of your and any Named Driver's current residential address.
- 9.3 We will keep a record of any breach of the Agreement, suspected fraud or accident history to help us with any future decisions about you and/or any Named Driver.
- 9.4 We may give the personal details on the Agreement and details of your performance of obligations under this Agreement to credit reference agencies, DVLA, HM Revenue and Customs, the police, debt collectors (including solicitors) and any other relevant organisation.

10. General

- 10.1 This Agreement is governed by the laws of Scotland and we both agree to be the subject to the non-exclusive jurisdiction of the Scottish Courts.
- 10.2 If any provision of the Agreement is or becomes invalid or unenforceable, the remaining provision shall not be effected.