

Richard Furness T/A K F Furness and Partners

BUSINESS & HIRE TERMS

WE ASK THAT THESE TERMS AND CONDITIONS ARE CAREFULLY READ BEFORE PLACING YOUR ORDER AND KEEP A COPY OF THESE TERMS FOR YOUR REFERENCE.

- 1 These terms shall apply to the hire of the horsebox and all services that are supplied to you.
- 2 No contract shall exist between you and Richard Furness T/A K F Furness and Partners for the hire of the horsebox and any services until we have received and accepted your order.
 - 2(a) We shall send to you confirmation in writing by post or email to the address or 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.
 - 2(b) 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 cooperation, assistance and information relating to the hire of the horsebox or as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms.
 - 2(c) The contract shall be subject to your right of cancellation.
 - 2(d) We have the right to change these terms without notice to you in relation to any future hire provided that we shall notify you of any such changes a reasonable time prior to any further hire by you.
3. Description & price of the hire of the horsebox and services
 - 3(a) The description and price of the hire services that you order will be as shown in our quotation already provided to you at the time that you place your order.
 - 3(b) The horsebox is subject to availability at the time of your order. If, after acceptance of your order, the horsebox you have ordered is not available, we shall inform you immediately, and refund all monies in FULL at the date of cancellation.
 - 3(d) We shall make every effort to ensure that prices shown in our quotation are accurate at the time that you place your order. However, if an error is found, we shall inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you decide to cancel, we shall refund you in FULL for any sum that has been paid by you.
4. Payment
 - 4(a) Payment for the hire services can be made by any method shown in our quotation at the time you place your order. Payment may be made by debit card or credit card .
 - 4(b) A deposit of 25% of the total hire price is payable at the time of your order. Subject to your rights to cancel the contract in accordance with these terms (see below) this deposit will NOT be refundable to you. You are also liable for the damage/collision excess of £500.00 in the event of an accident, £600 for drivers 23 and 24 years old.
 - 4(c) All outstanding sums in respect of the price for the hire services will become payable not less than 7 days before the proposed commencement of hire. Unless we have already received the full outstanding payment from you in respect of the total price for the hire services, we shall automatically charge the balance of the price to your credit card 7 days before the proposed commencement of hire. You hereby acknowledge that you will be required to provide us with your credit card details at the time of your order and by giving us such details you authorise us to charge the outstanding sums and all other sums that may become due from you to us in accordance with these terms.
 - 4(d) 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
 - 4(e) 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.
 - 4(f) 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.
 - 4(g) You herein authorise us to submit the payment, credit card vouchers if a credit card has been presented as a means of deposit or security.
5. Collection
 - 5(a) Unless we otherwise agree in writing, delivery of the vehicle horsebox shall be made by you collecting it at our premises on the date agreed for the commencement of hire. Please note that collection and return times for the horsebox shall be provided for on the confirmation of order form.

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The horsebox needs to be returned NO LATER THAN 7.30PM on the day of your hire UNLESS previously agreed. Otherwise a financial penalty will apply.

5(b) The hiring of the horsebox will commence on the date on which the horsebox is to be collected by you as agreed on the confirmation or order form. The horse box can be collected by you at 8pm the day before your hire or at 6.30am on the day of your hire but the truck still must be returned by 7.30pm on the day of your hire, unless agreed otherwise

5(c) We will prepare an acceptance form which will specify the precise details of the horsebox, including details of its state and condition and requirements for its use. At the time of collection of the horsebox you will be required to sign the form to confirm your acceptance of the condition of the horsebox and understanding of the use and application to which the horsebox is to be put. You will be asked to ensure that you have read the form carefully and checked all inventories and other specifications against the horsebox before signing and thereby accepting the condition and application of the horsebox.

5(d) We will use all reasonable endeavours to have the horsebox available for collection on the date and time agreed on the confirmation of order form but we shall not incur any liability whatsoever in the event of any delay arising from matters beyond our control.

5(e) We will use our reasonable endeavours to ensure that the horsebox will be provided with a fuel tank full of fuel at the commencement of hire. Please return the horsebox with a full tank of fuel. Refueling can be undertaken here at Arley Moss upon your return. Failure to do so will result in the cost of the fuel being deducted from your debit/credit card, plus a £10.00 fee for failure to replace the fuel.

5(f) Prior to the release of the horsebox, you shall be required to provide us with the following forms of identification in respect of each proposed driver of the horsebox (in each case the original is to be provided) – the hard copy of each driver's current driving licence, UK passport and originals of 2 utility bills less than 3 months old, containing details of their current residential address. Please note that, notwithstanding your payment of all sums owing to us in respect of the proposed hire, the horsebox will not be made available to you until we are reasonably satisfied with your forms of identification and the horsebox will not be released until all such documents have been produced in accordance with these terms.

6. Your right to cancel

6(a) You have the right to cancel the contract at any time up to the end of seven working days from the date of confirmation of the order for hire. However you will NOT be able to cancel the contract once we have begun to perform the hire services with your agreement. Your 25% deposit is non-refundable.

6(b) To exercise your right of cancellation you must give written notice to us by hand or by facsimile or by post or email at the address or facsimile number or email address shown on the confirmation of order form, giving details of the hire services ordered.

6(c) Once you have notified us that you are cancelling the contract, we will (if you are entitled to cancel the contract in accordance with these terms) refund you within 30 days for any sums that have been paid by you or debited from your credit card for the hire services.

6(d) You may request the termination of the contract at any time. Your request must be in writing and sent to us at the address or facsimile number or e-mail address shown on the confirmation of order form and you agree that no refund of the full fee for the hire services will be due to you in the event of such termination. Provided always that we shall use our reasonable endeavours to rehire the vehicle and/or horsebox on the intended dates of hire subject always to us being entitled to retain 25% of the total hire price in consideration of the additional administrative charges arising as a consequence of your request

7. Our promise to you

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

7(b) 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 manufacturer instructions (whether oral or written) misuse or alteration or repair of the horsebox without our prior approval.

7(c) Nothing in these terms shall affect your statutory rights as a consumer. If you are in any doubt as to the extent of your statutory rights as a consumer you should seek your own independent legal advice from an appropriately qualified person

7(d) If you have any other complaint about the hire services, you should notify us in writing at the address or richard@arleymosssupplies.co.uk

8. During the course and duration of this contract we will

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8(a) arrange for the provision of any roadside rescue (if required) You must at all times telephone Equine Rescue Services with which we have a contract. The telephone number and details is permanently displayed in the horsebox. Tel. 0800 032 8321 Membership number 303H252124 Please quote our membership number at all times, and note Equine Rescue Services terms of conditions also permanently displayed in the horsebox.

8(b) except where any repair or maintenance is necessitated by an accident or by any negligent use or abuse of the horsebox, the final cost of repair will be assessed by an Independent Authorized Horsebox specialist and we will agree a final settlement figure with you, up to a maximum of £500.00. £500.00 is the excess figure as determined by our insurance company (£600.00 for drivers 23 and 24 years old),

8(c) In the event that the horsebox becomes temporarily un-roadworthy (other than as a result of accident damage, theft or vandalism) we will inform you as soon as possible and refund your monies in FULL.

9. Your obligations to us

9(a) You shall obtain and ensure the adequacy and accuracy of all necessary qualifications, registrations, memberships, permissions and licences and conform to all relevant rules and regulations as may be required for you to drive and otherwise use the horsebox. Please note that if you did not pass your driving test before 1st January 1997 you may be restricted as to the size of the horsebox you may legally drive. You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

9(b) All drivers whom you have notified us of (and been approved in writing by us on the Delivery and Acceptance Form) of the horsebox must be between the ages of 23 and 70 years and must have held a full UK or EC driving licence for a period of at least 3 years prior to the proposed date of commencement of hire. Drivers must have had 1 year recent regular vehicle driving experience, Non-British Subjects must have had at least 3 years recent regular vehicle driving experience in the UK.

Drivers must have been driving for no less than 2 years. They must not have any mental or physical infirmity, unless such a condition has been declared to and accepted by the DVLA, not have had any insurance declined, cancelled, renewal refused or special terms imposed and have had no more than one driving accident in the last 3 years. Foreign Service Personnel, under 23 year olds are excluded from hiring the horsebox. These are stipulations made by our insurers.

9(c) You shall during the continuance of this hire contract:

- ensure that the horsebox is driven or otherwise operated and used in a safe and proper manner and for the purposes for which it was designed and without risk to health by persons who at all times hold valid and current driving licences in the appropriate classes.
 - pay for all fuel for the proper running of the horsebox -and do not let the truck run low on fuel (eg: no less than a quarter of a tank of fuel)
 - indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire and/or 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 incurred by such use of the horsebox.
 - not take or allow the horsebox to be taken out of England, Wales or Scotland without receiving our prior written authority and, in the event of that authority being given, only on such terms as we deem fit.
 - collect from and return to us, or from and to such place as we shall advise the horsebox which has been made available to you in accordance with these terms
 - not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or part thereof not attempt or purport to do so.
 - not remove or interfere with any identification marks or plates affixed to the horsebox.
 - take all necessary steps at your own expense to retain and recover possession and control of the horsebox of which you lose possession or control.
 - 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 test the condition of the horsebox and to ensure that you are and have complied with your obligations as herein provided.
 - notify us immediately of any change in your address.
- in respect of the condition and maintenance of the horsebox, be solely responsible for ensuring that:
- (i) fluid levels are checked and adjusted as necessary

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- (ii) the exterior, interior and upholstery of the horsebox is kept clean
 - (iii) notify us immediately of any damage
 - (iv) the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law
 - (v) use all partitions and such other equipment for the sole transportation of equine animals and not transport any equine animal unless they have been properly secured. - no hazardous, explosive or dangerous goods are to be transported
 - (vi) not carry more persons or equine animals than is recommended by the horsebox manufacturers (as provided for or referred to in the Delivery and Acceptance Form) and at all times comply with all load and weight restrictions as may apply from time to time in using the horsebox and not overload the horsebox or permit the horsebox to be overloaded. The maximum is two horses with a maximum combined weight of 1150 kilos.
 - (vii) not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox
 - (viii) 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 or part of it, mechanical or otherwise or any of its accessories, without our prior written consent.
 - (ix) bear the cost of the repair or rectification of any damage to the horsebox resulting from negligence or improper use of the horsebox by you or any person who has used the horsebox during the hire contract, up to a maximum of £600.00 (which is the excess laid out to us by our insurers).
 - (x) keep the horsebox in good repair and condition, fair wear and tear excepted where such expression is to have its ordinary and natural meaning but does not include:
 - Bodywork : dents or scratches
 - Upholstery : stains, burns or tears in seats, headlining or carpets
 - Mechanical : the ramps. Partitions, engine, gearbox, clutch, axles, suspension steering and brakes not being in good working order.
 - Electrical : lighting and all equipment not being in good working order.
 - Tyres : uneven wear of tyres, slits in tyre walls.
- 9(d) immediately give notice to us of the happening of any loss or damage to the horsebox.
- 9(e) Indemnify us against all damage and neglect (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 debit/credit card. Please note that there is a £50 surcharge in respect of any failure to return both the living/cab area and the horse area of the horsebox in good clean condition, and
- 9(f) keep the horsebox adequately secured at all times.
- 9(g) You shall 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
- 9(h) All equine animals to be carried by the horsebox must be approved by us prior to the commencement of hire.
- 9(i) Please note that smoking is **STRICTLY PROHIBITED** in any part of the horsebox.
- 9(j) Dogs and other pets are not allowed in the horsebox.

9(k) The horsebox shall not be driven by you for more miles than provided for on the order confirmation form (which is 450 mileage allowance per day) and if you breach this obligation an additional charge will be made to you on the return of the horsebox at the rate of 40 pence per mile as shown on the order confirmation form which you authorise us to deduct from your debit/credit card.

9(l) Not remove any furniture from the horsebox.

9(m) For the avoidance of doubt any and all animals transported with the horsebox shall be carried at your risk and you should have appropriate insurance cover in place as to the same. Each horse transported should have its own insurance and evidence of this will have to be produced. Each equine traveling will also have to provide evidence of its up to date passport.

10. Default

10.1 We may, upon any breach by you of any of the provisions of this hire contract by notice in writing terminate this contract and upon that happening this contract and the hiring constituted by it shall determine and you will no longer be in possession of the horsebox with our consent and subject to our right to take possession of the horsebox and to recover from you our recoverable losses and to any pre-existing liabilities to us, neither party shall have any rights against the other.

10.2 Any expenses incurred by us in repossessing the horsebox or in recovering possession of the horsebox on default of delivery by you under these terms will be reimbursed by you to us on

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demand.

11. Ownership

11.1 The horsebox shall at all times remain the property of Richard Furness T/A K F Furness and Partners 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.

12. Return of the vehicle and/or horsebox

12.1 On termination of the hire howsoever or whenever occasioned or on expiry of the period of hire, you shall no longer be in possession of the horsebox with our consent and shall (unless we otherwise agree) forthwith return the horsebox (including all equipment, tyres, tools, handbooks and all other accessories) to us at our premises in good clean order and working condition and at your expense and risk.

12.2 Unless we otherwise agree in writing, the return of the horsebox shall be made by you returning it at our premises on or prior to the date agreed for the expiry of hire as provided for on the confirmation of order form.

12.3 Please ensure that you return the horsebox on or before the date and time as provided for in the confirmation of order form and in accordance with these terms. It is important that the horsebox is returned on time so that it can be prepared in readiness for release to other customers.

12.4 In the event that you do not return the horsebox on time and in accordance with these terms
12.4.1 a penalty payment of £50 will immediately become payable to us for each hour between the agreed expiry of the hire and the actual time of return (subject to a maximum daily penalty charge of £150): and

12.4.2 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.

12.5 You hereby authorise us to charge all such penalties against your debit/credit card.

12.6 Please note that NO REFUND or other discount will be given where the horsebox is returned early.

12.7 The horsebox should be returned with its fuel tank full of fuel. In the event that the horsebox's fuel tank is not returned full you hereby authorise us to fill the tank on your behalf and deduct the cost thereof from your debit/credit card, additionally being charged a £10.00 fee for our time in replacing the fuel for you.

12.8 If your horse/pony will not load and the horsebox is returned early, there will be no refund, so please check before your horse/pony will box.

12.8 If your horse/pony will not load and the horsebox is returned early, there will be no refund, so please check before your horse/pony will box/load and will fit

12.9 Mileage is limited to 450 miles per day, thereafter a charge of .40 pence per mile will apply.

13. Insurance

13.1 We shall insure and keep the horsebox insured under a fully comprehensive policy against loss or damage to its full replacement value (with an excess of £500, £600 for 23 and 24 year olds) for the period of your hire and there shall be no additional charges where your use of the horsebox is to be restricted to England, Wales and Scotland.

13.2 Only those persons named as drivers in the insurance proposal form which you will be required to complete prior to the hire commencing may drive the horsebox.

13.3 Please note that the use of the horsebox beyond the agreed period of hire is not covered by the above insurance policy and you hereby agree to indemnify us against 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 from your failure to return the horsebox on time and in accordance with these terms.

13.4 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 equine animals and such other animals that we consent to being carried in the horsebox and the transportation of the same) under an appropriate insurance policy with suitable cover and with a reputable insurer. Such insurance should include cover against the risk of loss or damage by fire, theft, accident and other risks including third party risks as are normally insured against in this respect. We would also advise you to take out appropriate holiday insurance.

13.5 In no event shall we be responsible to you for any loss or damage to personal goods or possessions equine animals and other animals and you hereby agree to indemnify us against any loss, damage or injury to the horsebox (and any of its contents) (except for any caused by our own

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negligence) in so far as it is not covered by a policy of insurance. Please note that the insurance policy maintained by us in respect of the horsebox is subject to a £500 (£600 for 23 and 24 year olds) excess and you hereby authorise us to charge all sums not covered by a policy of insurance to your debit/credit card.

13.6 You shall not use or allow the horsebox to be used for any purpose not permitted by the terms of the above policies of insurance or do or allow to be done any act or thing whereby such insurance may be invalidated.

13.7 In case of accident:

You shall, in the event of an accident that results in damage to the horsebox, procure that:-

(a) You shall forthwith notify us of the accident and in any event within 24 hours after the accident.

(b) The driver of the vehicle must complete and deliver to us the relevant accident report within 24 hours after the accident.

(c) No admission of liability is to be made to any person in relation to such accident.

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

(e) 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.

(f) 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.

(g) The names and addresses of all witnesses thereto are collected and given to us.

14. Overseas travel

We do not allow overseas travel.

15. Our Liability to you

15.1 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.

15.2 Nothing in these terms shall restrict our liability to you for:

(a) death or personal injury caused by our negligence

(b) liability for defective products under the Consumer Protection Act 1987

(c) fraudulent misrepresentation

15.3 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.

15.4 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.

15.5 We shall not be liable to you or be deemed to be in breach of the 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):

- your failure to provide us with payment when properly due in respect of the hire services in accordance with these terms.

- your failing to have valid and appropriate licence consents, permissions, membership and any other qualifications required for the use of the horsebox.

- your providing us with incorrect or incomplete information.

15.6 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 vehicle and/or horsebox in accordance with these terms. For example this would include (but would not be limited to) matters such as additional ferry charges or road tolls arising from a larger vehicle and/or horsebox being hired.

15.7 You acknowledge and 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.

16. Data Protection

16.1 We shall take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 1998 so that details of your order and payment are kept secure. However, unless we are negligent, we shall not be liable to you for any unauthorised access to information supplied by you.

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16.2 We shall only use the information you provide about yourself for the purpose of fulfilling your order unless you agree otherwise. However we would like to inform you about other products and offers that may be of interest to you from time to time. If you do not want to be notified of these please advise us prior to or upon the commencement of hire. You can correct any information about you, or ask us for information about you to be deleted, by giving written notice to us at the address or e-mail address shown above.

16.3 Richard Furness T/A K F Furness and Partners is not responsible in any way or form including financially for any driving offence which happened whilst you the hirer were driving/hiring the horsebox. Any offences which occurred whilst the hirer was hiring the horsebox and sent to Richard Furness T/A K F Furness and Partners at a later date will be forward to the hirer.

17. Assignment

17.1 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.

Should you have any questions concerning these terms you may contact Richard Furness T/A K F Furness and Partners at the address or phone number or e-mail address shown on covering correspondence.

Signed
HIRER

Date

Signed
Richard Furness T/A K F Furness and Partners

Date

IMPORTANT NOTICE

RE: Horse Passport Regulations

We urgently draw your attention to the requirements for carrying passports when travelling with your horse. From 28 February 2005, horses must be accompanied by their passport when moving under the following circumstances:

1. For the purpose of competition
2. For the purpose of breeding
3. In or out of Great Britain
4. To other premises where a veterinary medical product is to be administered
5. To the premises of a new keeper
6. To a slaughterhouse
7. For the purposes of sale

Trading Standards carry out spot checks on horse transporters and private owners as they travel throughout Britain and have indicated their intention to impose fines of between £2,000 - £5,000 for any horse travelling without a passport.

We recommend that you carry your horse passports at all times when travelling. For the purpose of your Equine Rescue Service membership, we must advise that their national network of horse transporters could refuse to help recover your horse from a

breakdown or accident if they are not travelling with their passports.

Your co-operation would be greatly appreciated.