

ESSEX & SUFFOLK EQUINE TRANSPORT LTD

SELF-DRIVE HORSEBOX HIRE
TERMS & CONDITIONS

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1. Driver Eligibility

- Drivers must be aged 23–70 years.
- Drivers must hold a full UK driving licence for a minimum of 2 years.
- Drivers must provide a DVLA check code upon request.
- Drivers must satisfy the requirements of the Company's insurer.
- Only approved drivers may drive the Vehicle.

2. Bookings & Payment

- Full payment is required on booking.
- The Vehicle will not be released until all required documentation and payment have been received.
- Bookings are subject to availability and acceptance by Essex & Suffolk Equine Transport Ltd.

2A. Customer Vehicles

Where the Hirer chooses to leave a vehicle at the Company's premises or designated collection address during the Hire Period, such vehicle is left entirely at the Hirer's own risk.

Essex & Suffolk Equine Transport Ltd does not provide secure vehicle storage and accepts no responsibility or liability for any loss of or damage to, theft of, attempted theft of, vandalism to, or contents left within any vehicle parked at the collection address.

The Hirer is responsible for ensuring that any vehicle left at the collection address is securely locked, valuables are removed, and appropriate insurance cover is maintained.

3. Insurance Excess Liability

The Hirer acknowledges responsibility for the applicable insurance excess arising from any accident, theft, loss or damage occurring during the Hire Period.

Current insurance excesses:

- Drivers aged 25–70: £600
- Drivers aged 23–24: £1,000
- Windscreen damage: £250
- Loss of keys: £300

Where damage results from negligence, misuse, breach of these Terms & Conditions or use by an unauthorised driver, the Hirer will be liable for the full cost of repair or recovery where not covered by insurance.

4. Vehicle Condition Recording

Prior to hire, Essex & Suffolk Equine Transport Ltd will undertake a video and photographic inspection of the Vehicle.

Upon return, a further video and photographic inspection will be undertaken.

These recordings may be used for:

- insurance claims;
- dispute resolution;
- damage assessment; • cleaning charges; and
- recovery of losses.

Failure to report existing damage before departure shall be deemed acceptance of the Vehicle's recorded condition.

4A. Vehicle Tracking

The Vehicle is fitted with a GPS tracking device for security, vehicle protection and operational purposes.

The tracking system may record the location and movement of the Vehicle during the Hire Period. Tracking information may be accessed or reviewed where reasonably necessary, including:

• in the event of theft or suspected theft;

• to assist with vehicle recovery;

• in the event of a breakdown or emergency;

• where there are reasonable concerns regarding unauthorised use, misuse or a breach of these Terms & Conditions; or

• where required for insurance, legal or regulatory purposes.

The tracking system is not intended to be used for unnecessary or intrusive monitoring of the Hirer.

Any information obtained through the tracking system that constitutes personal data will be handled securely and in accordance with UK GDPR, the Data Protection Act 2018 and the Company's privacy arrangements.

5. Vehicle Care

The Hirer shall:

- regularly check fuel levels;
- monitor warning lights;
- monitor tyre condition;
- operate the Vehicle safely; and
- immediately report any fault, warning light or damage.

The Hirer is responsible for all loss of or damage to the Vehicle occurring during the Hire Period, regardless of fault, except to the extent that such loss or damage is caused solely by fair wear and tear, an inherent mechanical or manufacturing defect. This includes, without limitation, accidental damage, collision damage, clutch damage, ramp damage, partition damage, tyre and wheel damage, bodywork damage, interior damage, and damage caused by overloading or improper loading. The Hirer is liable for the full cost of inspection, repair or replacement (as applicable), together with any associated recovery, storage, loss of use and administrative costs.

6. Use of Vehicle

The Vehicle must not be:

- sub-let;
- hired out;
- loaned;
- used for hire and reward;
- used for any illegal or unlawful purpose; or
- made available to, or driven by, any person other than an approved driver without the Company's prior written consent.

The Vehicle shall be used exclusively for the transportation of horses and for no other purpose. In particular, it must not be used to transport or move any goods, equipment, machinery, furniture, waste, feed, bedding, fencing materials or other items in connection with the relocation, clearance or operation of any yard, stable, business or premises.

No dogs or other animals (other than the horses being transported) may be carried in the Vehicle without the Company's prior written consent. Where consent is given, the Hirer shall be responsible for ensuring that the animal is properly restrained and for any additional cleaning, damage or biosecurity costs arising from its carriage.

Smoking, vaping and the use of e-cigarettes are strictly prohibited anywhere within the Vehicle.

The Hirer shall be responsible for all costs, losses and expenses arising from any breach of this clause, including cleaning, deodorising, repair, biosecurity treatment and any loss of use of the Vehicle.

7. Fuel

The Vehicle will be supplied with a full tank of fuel and must be returned full.

Failure to return the Vehicle with a full tank may result in fuel charges and an administration fee.

8. Vehicle Return

- The Vehicle must be returned on time and in a clean condition.
- A grace period of 30 minutes applies.
- Late returns may incur additional charges.
- No refund shall be payable where the Vehicle is returned early.

Where a late return causes Essex & Suffolk Equine Transport Ltd to cancel, delay or otherwise affect a subsequent booking, the Hirer may be held responsible for any reasonable losses suffered by the Company.

9. Accidents & Damage

The Hirer must immediately notify Essex & Suffolk Equine Transport Ltd following:

- an accident;
- theft;
- damage; or
- breakdown.

The Hirer must:

- obtain third-party details where applicable;
- obtain witness details where possible; • take photographs where safe; and
- not admit liability.

10. Horse Welfare & Biosecurity

The Hirer is responsible for ensuring all horses are fit to travel.

Horses suffering from infectious disease must not be transported without prior written approval.

The Vehicle must be cleaned and disinfected where infectious disease risk exists.

Horses travel entirely at the owner's risk.

11. Fines & Penalties

The Hirer is responsible for:

- speeding fines;
- parking charges;

- congestion charges;
- tolls;
- clean air zone charges; • recovery charges; and
- storage charges.

12. Cancellation Policy

If the Hirer cancels the booking less than 7 days before the commencement of the Hire Period, 100% of the hire fee shall remain payable.

All cancellations must be made in writing and are only effective once acknowledged by Essex & Suffolk Equine Transport Ltd.

Failure to collect the Vehicle on the agreed collection date and time without prior written notice will be treated as a cancellation, and the full hire fee will remain payable.

Any refund outside this cancellation policy shall be entirely at the Company's discretion. Where the Company is able to re-let the Vehicle for the cancelled Hire Period, it may, but is under no obligation to, offer a full or partial refund, less any reasonable administration costs incurred.

13. Default & Termination

The Company may immediately terminate the hire where:

- false information has been provided;
- insurance requirements are breached;
- unauthorised drivers use the Vehicle;
- the Vehicle is used unlawfully; or
- these Terms & Conditions are materially breached.

The Company may recover possession of the Vehicle and recover associated losses and expenses.

14. Ownership

The Vehicle remains the property of Essex & Suffolk Equine Transport Ltd at all times.

The Hirer acquires no ownership rights and shall not sell, assign, mortgage, pledge, sub-let or otherwise dispose of the Vehicle.

15. Data Protection

Personal data will be processed in accordance with UK GDPR and the Data Protection Act 2018. This may include information provided during the booking and insurance process, vehicle condition records, communications and, where applicable, GPS location and movement data recorded by the Vehicle's tracking system. Such information will only be used where reasonably

necessary for legitimate business, security, insurance, legal or regulatory purposes and will be handled securely.

16. Governing Law

These Terms & Conditions are governed by the laws of England and Wales.

17. Acceptance of Terms

The Hirer acknowledges that a Summary of Key Terms accompanies the invoice and highlights the principal financial obligations under this Agreement. The Summary of Key Terms is provided for convenience only and does not replace or limit the full Terms & Conditions, which together form the entire Hire Agreement.

The Hirer confirms that the Summary of Key Terms and the full Terms & Conditions have been made available prior to booking and payment, and that they have had a reasonable opportunity to read them before entering into this Agreement.

These Terms & Conditions shall be deemed accepted where the Hirer:

- confirms acceptance by email or WhatsApp;or
- pays the hire fee following receipt of the invoice, Summary of Key Terms and these Terms & Conditions;
- completes the booking process;
- signs any booking confirmation, hire documentation or vehicle condition report; or • takes possession of the Vehicle.

By any of the above actions, the Hirer confirms that they have read, understood and agreed to be legally bound by the Summary of Key Terms and these Terms & Conditions, including all obligations relating to payment, insurance excesses, damage, losses, charges and other sums payable under this Agreement.

The Company may retain electronic records, invoices, payment records, emails, WhatsApp messages, booking confirmations, electronic signatures, vehicle inspection reports, photographs, video recordings and other electronic records as evidence of the Hirer's acceptance of this Agreement.

18. Payment Authority

The Hirer authorises Essex & Suffolk Equine Transport Ltd to recover any sums properly due under this Agreement including:

- additional mileage charges;
- fuel replacement charges;
- cleaning charges;

- insurance excesses;
- damage charges;
- parking penalties;
- congestion charges;
- toll charges;
- recovery costs; and • administration costs.

19. Indemnity

The Hirer agrees to indemnify Essex & Suffolk Equine Transport Ltd against any loss, damage, cost, claim, liability or expense arising directly or indirectly from:

- use of the Vehicle;
- breach of these Terms & Conditions;
- negligent or unlawful acts;
- use by an unauthorised driver; or • failure to comply with applicable laws.

20. Force Majeure

Essex & Suffolk Equine Transport Ltd shall not be liable for delays or failures caused by circumstances beyond its reasonable control including severe weather, flooding, road closures, accidents, government action, third-party failures or industrial disputes.

By confirming a booking, making payment, accepting these Terms & Conditions by email or WhatsApp, or taking possession of the Vehicle, the Hirer confirms that they have had the opportunity to read these Terms & Conditions and agrees to be bound by them.