These Terms & Conditions apply to the hire of any vehicle where it is driven by the Hirer (this is the named person/s on the hire contract). By Hiring a vehicle from Mane Movers, the Hirer agrees to be bound by these Terms and Conditions:

* **1. Formation of the Contract**
1.1 We are Mane Movers of 7 Rosecomb Way, Haxby, York, YO32 3ET
1.2 No contract shall exist between you and us for the hire of the horsebox and any services until we have received and accepted your order, which is confirmed when providing payment for the deposit or full hire costs. We shall send to you confirmation in writing by email to the email address that you provide to us. On confirmation of your order, there shall form a binding legal contract between us that shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.
1.3 You shall be responsible 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 horsebox or as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms.

1.4 The contract shall be subject to your right of cancellation (see below).
1.5 We may change these terms without notice to you in relation to any future hire

* **2. Description and price of the Hire Services**
2.1 The description and price of hire services that you order will be as shown in our quotation

2.2 The company will provide the hirer with:
A rental agreement for the period of hire, signed by both parties to confirm agreement to all terms and conditions held within this contract
250 free miles per day are included in the hire **(additional mileage to this is charged at 50p per mile)**
Comprehensive vehicle insurance for the period of the hire
Full tank of fuel upon hire of horsebox
Full instructions on how to operate the horsebox
A visual inspection will be carried out to highlight any damage prior to hire to which both parties agree
24hr roadside recovery for Breakdowns only
2.3 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 or re-credit you for any sum that has been paid by you

* **3.   Payment**
3.1 A 25% non refundable deposit is required at time of booking, please note your booking is not guaranteed or confirmed until clear payment is received and the deposit must be paid by cheque or bank transfer
3.2 Payment for the hire services can be made by Cash/Cheque or Bank Transfer (please note if paying by cheque, 5 business days must be allowed for prior to the hire date to ensure cleared payment. )
3.3 By giving payment details, you hereby accept Mane Movers Terms and Conditions as a confirmation of your booking and hereby authorise us to charge the hire sum agreed to us in accordance with these terms.
3.4 All outstanding payments must be paid and cleared in full no later than 7 days before departure unless agreed otherwise.
3.5 Prior to collection of the horsebox, a holding cash deposit will be taken and refunded on return of the horsebox providing it is returned in the same condition as when it left. Deductions will be made for Fuel, damage, late return etc if necessary
* **4. Collection**
4.1 Unless otherwise agreed in writing, delivery of the horsebox shall be made by you collecting/returning it at our premises on the date and time agreed for the commencement of hire. Please note that collection and return times for the horsebox shall be provided for you on the confirmation of order form.
4.2 At no time does the ownership of the rental vehicle pass to the Hirer.
4.3 Any extension of the hire period must be agreed in advance with the Company.
4.4 If the vehicle is returned late, for whatever reason, **an excess will be charged at £20 per hour**, unless otherwise arranged with us.
4.5 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 must be provided)
Valid Driver’s Licence, Category C1, driver (Paper and photo copy) Please note that the paper copy of your driving licence **MUST BE** downloaded from the DVLA website. The old, pink copies of a driving licence are no longer valid and cannot be accepted.
Proof of address (two copies of the following: Utility Bill, Bank Statement) dated within last three months.
Proof of Identity (Passport, other photographic ID. 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.
The hirer must have completed the Insurers Questionnaire prior to collection
* **5. Your right to cancel**
5.1 You have the right to cancel the contract at any time. Should you make a cancellation before 7 working days of your hire, then your non-refundable deposit can be used against another booking.
5.2 To exercise your right of cancellation you must give written notice to us by hand, or email to the address shown on the confirmation of order form
* **6. Our obligation to you**
6.1 The hire services will be performed by us and all reasonable skill and care will be taken to provide a standard of quality that is reasonable for you to expect.
6.2 You are entitled to the benefit of all conditions, warranties or other terms, express or implied, relating to the horsebox given by the suppliers or manufacturers of the horsebox to us (so far as exist and so far we are entitled to transfer it) but, save as otherwise provided in these terms, the horsebox is not hired by us with or subject to any such conditions, warranties or other terms, express or implied, all of which are excluded as between us and you, save those implied by the Supply of Goods and Services Act 1982 section 7 (relating to our right to transfer possession of the horsebox and your right to quiet possession of  it).
6.3 We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, overloading, abnormal working conditions, failure to follow the manufacturer instructions (whether oral or written) misuse or alteration or repair of the horsebox without our prior approval.
6.4 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. Your obligation to us**
7.1 You the hirer 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 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 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.
7.2 All drivers whom you have notified us of (and been approved by us ) of the horsebox must be between the ages of 25 and 75 years and must have held a full UK or  valid international driving licence for a period of at least 2 years prior to the proposed date of commencement of hire.
7.3 Drivers should have no more than 2 minor driving endorsements on their driving licence.
7.4 Ensure that the horsebox is driven or otherwise operated and used in a safe and proper manner and for the purposes for which was designed and without risk to health by persons who at all times hold valid and current driving licences in the appropriate classes.
7.5 Deliver and collect the horsebox to and from any maintenance or repairing agent when it has become un-roadworthy.
7.6 Pay for all fuel for the proper running of the horsebox, the horsebox **MUST** be returned with a full tank of fuel.
7.7 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.
7.8 Not take or allow the horsebox to be taken out of England, Wales, Ireland or Scotland.
7.9 Not to 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.
7.10 Not to remove or interfere with any identification marks or plates affixed to the horsebox.
7.11 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.
7.12 Permit us or our authorised representative’s at all reasonable times to enter upon the premises where the horsebox may from time to time be garaged or parked to inspect and test the condition of the horsebox and to ensure that you are and have complied with your obligations as herein provided.
7.13 Notify us immediately of any change in your address.
7.14 In respect of the condition and maintenance of horsebox, be solely responsible for ensuring that: fluid levels are checked and adjusted as necessary, the exterior, interior and upholstery of the horsebox is kept clean.
7.15 Ensure the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law
7.16 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.
7.17 Not carry more persons or equine animals than is recommended by the horsebox manufacturers 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. Should the horsebox be confiscated due to overloading all fines, charges and lost revenue will be charged to the hirer.
7.18 Not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox
7.19 Not to 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.
7.20 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
7.21 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 (other than small scratches or chips), failure of colour matching where repairs have been made
Upholstery: stains, burns or tears in seats, headlining or carpets.
Mechanical: the ramp, 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.
Damage to glass, windscreen.

Damage to miscellaneous contents provided by Mane Movers
7.22 The hirer will indemnify the company should the client incur any damages to the vehicle. The company will request a quote of repair from a company authorised manufacturer or mechanic or paint shop. The client will be informed of the quote of repair and will be made to pay in full for any damage to the van during the hire period.
7.23 Immediately give notice to us of the happening of any loss or damage to the horsebox.
7.24 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).**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**
7.25 Keep the horsebox adequately secured at all times (including any outdoor lockers and containers) and NOT leave the vehicle  in a vulnerable location or unlocked at any time, ensuring at all times that the vehicle is locked when unattended and the keys are secure.
7.26 In the event of theft, the client expressly agrees to pay the Company on demand fair market value of replacing the vehicle, administration fees plus loss of revenue should the client fail to secure the vehicle or misplace the keys which results in the  vehicle being stolen. If the vehicle is stolen the client must report the vehicle stolen immediately to the company and the police and obtain a crime reference number.
7.27 Full payment of the value of the vehicle, the amount specified within this agreement, administration fees, loss of revenue at the daily rate, based on the company’s loss of use of the vehicle and regardless of whether damages are a result of an act of God; should the client breach this agreement, illegally hire for purposes other than the transport of a horse as a pet and/or  provide false information to the company, or the vehicle sustains damage due to uninsured theft, write off.
7.28 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.
7.29 Our Horseboxes are for**Personal and Leisure Purposes ONLY**. Your signature confirms that you will only be using our vehicle for this sole purpose.**Hire & Reward is not permitted**.
7.30 All equine animals to be carried by the horsebox **MUST travel with passports**, which is the Sole responsibility of the hirer to perform to this law.
7.31 Dogs and other pets may be allowed in the rear compartment of the horsebox provided always that this is first notified and  approved by us prior to the hire as confirmed on the Delivery and Acceptance Form. Damage incurred will be retained from the holding deposit.
7.32 Not remove any furniture/fixtures/fittings from the horsebox.
7.33 For the avoidance of doubt any and all animals transported with the horsebox shall be carried at your risk and you should have appropriate Equine Insurance cover in place.

7.34 Smoking is not permitted in any area of the horsebox and a charge may be made for any cleaning required as a result of this

* **8. Default**
8.1 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.
8.2 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 demand.
* **9. Ownership**
9.1 The horsebox shall at all times remain the property of**Mane Movers**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.
* **10. Return of the horsebox**
10.1 On termination of the hire you shall no longer be in possession of the horsebox with our consent and shall (unless we  otherwise agree) forthwith return the horsebox to us at our premises in good clean order and working condition and at your  expense and risk.
10.2 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 and time agreed for the expiry of hire as provided for on the confirmation of order form.
10.3 Please ensure that you return the horsebox on or before the date and time as provided for in the confirmation email 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 hirers.
10.4 Please note that NO REFUND or other discount will be given where the horsebox is returned early.
10.5 The horsebox must be returned with a full fuel tank as on commencement of hire. In the event that the horsebox’s fuel tank is not returned as commencement you hereby authorise us to fill the tank on your behalf and you will incur the cost of fuel **and** also a £20 fee for filling the Horsebox on your behalf.
* **11. Insurance**
11.1 We shall insure and keep the horsebox insured under a fully comprehensive policy against loss or damage to its full replacement value 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, Ireland and Scotland.
11.2 Only those persons named as drivers in the hire agreement form (which you will be required to sign prior to the hire  commencing) may drive the horsebox.
11.3 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.
11.4 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.
11.5 **Mane Movers** will not accept liability for the cancellation of shows/events, disease, injury, acts of god etc therefore we would also advise you to take out appropriate insurance.
11.6 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 negligence) in so far as it is not covered by a policy of insurance.
11.7 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.
11.8 In case of accident: You shall, in the event of an accident that results in damage to the horsebox, procure that:-
You shall forthwith notify us of the accident and in any event **immediately** after the accident.
The driver of the vehicle must complete and deliver to us the relevant accident report within 24 hours after the accident.
No admission of liability is to be made to any person in relation to such accident.
Any writ or summons or other document relating to any proceedings arising out of such accident is forthwith delivered to us.
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.
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 horse box or its use and which are not recoverable under the policy of insurance.
The names and addresses of all witnesses thereto are collected and given to us.
* **12. Care & Custody of the vehicle**
12.1 The Hirer should ensure that the vehicle is parked in a responsible manner, so as not to cause an obstruction or danger.
12.2 The vehicle must be kept locked and secured when unattended, the Hirer is completely responsible for the safety and security of the vehicle and all of its contents at all times.
* **13. Damage & Loss Deposit**
13.1 The Hirer must return the vehicle in the same condition as it was prior to the rental period. The Hirer is responsible for any repair or refurbishment costs required to return the vehicle to its condition prior to the rental as well as costs incurred by direct consequence of such repairs or refurbishment being carried out, including but not limited to loss of business due to unavailability of the vehicle. This will include damage caused by kicking, bucking, chewing, biting or pushing the vehicle or equipment supplied.
13.2 Any damage however caused by the Hirer, Hirer’s animal/s, Hirer’s representatives, family, friends or employees the hirer (you) will be charged. **We strongly recommend that you do not leave horses tied to the outside of the box unattended, this is both for safety and to minimise damage**.
13.3 Damage to the glass, windscreen, tyres and upholstery are not covered by the insurance and therefore the Hirer is liable for the cost of repair or replacement of any of these items in full.
13.4 The Company shall have the right of general lien against the Hirer if any moneys or liabilities are not forthcoming at any time from the time the contract is signed until all monies owed are paid.
* **14. Breakdown, Accident & Delays**
14.1 The Company cannot be held liable for any delays, curtailment of journey, or any costs or losses incurred by the Hirer due to breakdown, accident or delays however they may be caused.
14.2 The Company cannot be held responsible for stabling costs or accommodation costs or for any other costs incurred by the  Hirer or any other person due to a breakdown, accident or delay
14.3 If an accident occurs during the hire period the hirer **must notify the police and the Company immediately in writing.**
14.4 If the hirer allows the vehicle to run out of diesel then any costs incurred in recovering or re-fueling will be the responsibility of the hirer. Any damage caused to the mechanical working of the vehicle due to running out of fuel will also be the responsibility of the hirer. We recommend not letting fuel getting any lower than 1/4 full.
14.5 The Hirer will inform the Company of all accidents, damage or breakdowns, even those which may have already been repaired, when you return the vehicle. The Hirer will remain liable for any damages and costs incurred by the Company.
* **15. Data Protection Act (S) 1998**
15.1 The Company, its agents, directors or employees may hold and process by computer or any other means the information  supplied by the Hirer in relationship with the rental of the vehicle.  Any information given by the Hirer to the Company will only be used by the Company and will not be shared with any third
party, other than the credit/debit card company for purpose of transacting payments.
15.2 The Company may use the Hirer’s information to inform the Hirer about offers, new services and other relevant details.

Hirer Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address(es): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Number(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Horses Name(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport No(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mileage out:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mileage on return:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Travel details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by all drivers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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