

# Hire Agreement

## Terms and conditions

For the purposes of this agreement the ownership of any trailer hired under this agreement remains with Equinity Trailer Hire. Equinity Trailer Hire will herein be referred to as ETH. Where ETH is referred to in this document it shall include all individuals associated with the company.

ETH reserve the right to vary the terms and conditions of your contract. When this happens we will give you 28 days notice by email.

## Liability

The person hiring the trailer is liable for all damage to and loss of the trailer whilst on hire.

The person hiring the trailer agrees:

- To pay the Hire fee on the due date.
  - **Late hire fees will incur a charge of £20 for each late payment.**
  - **Where hire fees are not paid within 5 calendar days of the due date, the trailer will be reported as stolen to the police.**
  - If the trailer is not available for immediate collection, the hirer will also be liable for any loss incurred, including recovery costs.
  - If the trailer has to be recovered by ETH, any deposit paid will be forfeited.
  - Any hire period paid for in advance is non-refundable. If a hirer wishes to return a trailer before the agreed hire period has ended then the remaining pro-rata fee for any outstanding period shall be forfeited.
- To return the trailer in a clean condition, as when it was hired.
- To pay the full cost of any damage or loss. **Lost keys will automatically incur a charge of £50.**
- To pay the replacement value as stated if the trailer is 'written off' or stolen.

Any repair costs or loss valued at less than £100, such as minor damage, damage to tyres, broken lights, breakaway cables, jockey wheels etc., will be deducted immediately from the deposit.

Loss or damage in excess of £100 (up to the market value of the trailer stated on the hire contract) will be due on the date of return. ETH reserves the right to charge a full day hire fee for each day until the date that full payment is received.

During the hire period the person hiring the trailer will be liable for any injuries caused to themselves, their agents, any third parties or to any animals transported, arising out of the use of the trailer.

The person hiring the trailer shall completely indemnify ETH in respect of all claims by any person for injury to person or property caused by or in connection with, or arising out of the use of the trailer.

ETH cannot be held liable for any consequential losses arising out of the use of the trailer during the hire period.

## Insurance

We highly recommend that the hirer informs their motor insurance provider that they will be towing the trailer and insures themselves for any damages to, or loss of the trailer. ETH recommends the Insurance Emporium for affordable trailer insurance and a leaflet is provided. The Hirer agrees to indemnify ETH against theft of the trailer. Thefts must be reported to Police in the first instance using the serial numbers on your Hire contract to identify the trailer and an incident report number obtained before contacting us.

## Conditions of Use

The person hiring the trailer agrees:

- To ensure that they hold the correct driving licence entitlements to allow them to tow any trailer as required in law
- To drive the towing vehicle in accordance with all legal requirements and towing vehicle limitations.
- To operate and maintain the trailer in accordance with all current legal requirements
- To ensure loads are securely restrained, the trailer is correctly attached to the tow vehicle, and that the trailer is in a roadworthy and safe condition prior to each journey.
- Not to leave the UK mainland without the prior agreement of ETH and a trailer recovery service.
- Not to allow horses with studs to travel in the trailer – all studs must be removed from horse's shoes before travel.

## Care and Custody of the trailer

The trailer remains the property of ETH at all times and must be returned on request. The person hiring the trailer agrees :

- At all times to keep the trailer at the hirer's home address or storage address supplied by the hirer as detailed on the hire agreement.
- **To notify ETH immediately for any change of address for the hirer's address or the trailer storage address**
- Not to sub-let, hire out, loan or sell the trailer to any other party.
- To ensure the trailer is always left locked onto the towing vehicle using the integral coupling lock when in use and the wheel clamp and/or hitch lock provided is used overnight or during periods when the trailer is left unattended. The coupling lock must be locked in addition to any security device used and must be locked prior to attaching a hitch lock
- To take all reasonable steps to prevent loss, damage or accidents and maintain the trailer in a sound and roadworthy condition.
- To remove all contents and the remains of any loads from the trailer, prior to return
- To ensure that the trailer is cleaned out internally after every use and prior to the trailer being returned to ETH.
- To ensure that all trailer doors, windows and roof vents are closed when the trailer is not being used.

**Sale of the trailer is expressly forbidden. Failure to disclose the trailers whereabouts at any time is a breach of contract and will be considered as theft. These constitute criminal acts of theft by misappropriation which will be reported to the police immediately. Failure to advise ETH of any changes of home or storage address will be in breach of this contract and the contract may be terminated by ETH without warning. If ETH is unable to locate the trailer or make contact with the hirer it will then be reported as stolen to the police.**

During a period of hire, normal levels of road dirt are expected. However if the trailer is subject to unusual levels of dirt or where animals have been transported, the person hiring the trailer agrees to clean (and disinfect as required) the trailer prior to return. Cleaning charges will be at the discretion of ETH and will be deducted from the deposit when necessary.

## Reporting of defects, accidents or losses

The person hiring the trailer agrees to report any defects found with the trailer to ETH as soon as is reasonably practical. ETH will then arrange for the trailer to be inspected and repaired if necessary. ETH cannot be held liable for any trailer defects which are not reported during the hire period, nor for any repairs to the trailer made without referring to ETH in the first instance. **Any repairs must be agreed and authorised by ETH before they are undertaken.**

The person hiring the trailer agrees to report any accidents or thefts to the police and to ETH **within 2 hours** of any incident, unless exceptional circumstances preclude this. In such circumstances you must report any incident to ETH within 24 hours.

## Extension of Hire Period

The person hiring the trailer agrees to promptly inform ETH if the trailer cannot be returned by the agreed date and time.

Any extension to the hire period must be agreed with ETH, subject to other bookings, and paid for in advance. Such authorised extensions will be charged at the agreed rate for the hire term.

If the trailer is returned late without prior arrangement, additional days or part days will be charged at the full single day rate, unless otherwise agreed with ETH.

ETH will deduct from the deposit any charges for late return of the trailer or any late payments. Should The deposit not fully cover any charges incurred, ETH will request a further deposit from the hirer which becomes payable immediately.

Hire trailers can be collected / returned at a time pre-agreed with ETH. Trailers cannot be left when we are closed. **For long term hires, a minimum notice period of one calendar month is required for the return of any trailer.** If it is not possible to give one months notice then you will forfeit your deposit.

It is the hirer's responsibility to collect and return trailers to Equinity's premises. Failure to return a trailer to the premises will incur a collection charge which will forfeit any deposit paid.

Please **Contact Us** for any assistance on 07768 627703 or 07973 185059