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**SELF-DRIVE HORSEBOX HIRE**  
**FOR RUTLAND, PETERBOROUGH AND STAMFORD**

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**EQUIBUS SELF-DRIVE HORSEBOX HIRE TERMS AND CONDITIONS**

WE ASK THAT YOU READ THESE TERMS THOROUGHLY AND CAREFULLY BEFORE PLACING YOUR ORDER AND KEEP A COPY OF THESE TERMS FOR YOUR REFERENCE. IF YOU HAVE ANY QUESTIONS OR QUERIES IN RELATION TO THESE TERMS PLEASE DON'T HESITATE TO CONTACT US ON [hire@equibus.co.uk](mailto:hire@equibus.co.uk) or 07901 554224

**1. Details and body of the contract**

1.1. We are C H Hollis Ltd, T/A EquiBus, Manor Farm, 61 Main Street, Cottesmore, Oakham, Rutland LE15 7DH and these terms shall apply to the hire of all horse boxes and all other services that are supplied to you.

1.2. No contract shall exist between you (the hirer) and Equibus (the owner) for the hire of the horsebox, and any other services, until we have received and accepted your order.

1.3. We shall send to you confirmation in writing by email to the email address provided by you (documentation will be send by post to your home address where an email address is not available). 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.

1.4. 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 horse box as we may reasonably require within a sufficient time to enable us to perform the contract in accordance with its terms.

1.5. The contract shall be subject to your right of cancellation.

1.6. 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.

**2. Description and price of the hire of the horsebox and services**

2.1. The description and price of the hire services that you order will be as shown in our quotation to you at the time of your hire.

2.2. 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 paid in FULL at the date of our cancellation.

2.3. 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.

**3. Payment**

3.1. Payment for the hire services must be made by BACS, debit card or credit card in the hirers name.

3.2. A non-refundable deposit (value as outlined in our quotation email to you) is payable at the time of your booking. The deposit payment must be paid by BACS, debit or credit card. Subject to your rights to cancel the

contract in accordance with these terms (see below) this deposit will NOT be refundable to you if cancellation is made.

3.3. Payment of the deposit constitutes full agreement to these terms and conditions.

3.4. All outstanding sums in respect of the price for the hire services will become payable 72 hours prior to the commencement of the hire period. You acknowledge that you will be required to provide us with your credit/debit 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.

3.5. 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.

3.6. 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 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.

3.7. Full (balance) payment will be required by you if cancellation is made within 72 hours of your scheduled hire period.

3.8. Please read these terms in full to identify the other costs you could become liable for.

#### **4. Collection**

4.1. Unless otherwise agreed in writing, collection of the horsebox shall be made by you at the agreed premises on the date and time agreed for the commencement of hire. Please check that the correct collection/return location has been selected on your rental agreement. Collection and return times for the horsebox will be stated on the rental agreement and must be adhered to otherwise we reserve the right to apply a financial penalty.

4.2. The hiring of the horsebox will commence on the date on which the horsebox is to be collected by you as agreed on the rental agreement.

4.3. 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 make sure 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.

4.4. We will use all reasonable endeavours to have the horsebox available for collection on the date and time agreed on the rental agreement but we will not incur any liability whatsoever in the event of any delay arising from matters beyond our control.

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)

- the hard copy of each driver's current driving licence, containing details of their current residential address.
- Two utility bills dated within 3 months of the hire
- Signed and completed rental agreement

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 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.

4.6. EquiBus reserves the right to refuse to supply any horsebox without reason or explanation. In this event all monies will be refunded to you in FULL, including your deposit payment.

4.7. If you wish to leave a car or any other vehicle on our premises, we will endeavour to provide a car parking space under the strict agreement the vehicle and its contents are left entirely at the owner's risk.

## **5. Your right to cancel**

5.1. You have the right to cancel the contract at any time within 72 hours of the agreed date/time of collection of the horsebox. However, you will not be able to cancel the contract once we have begun to perform the hire services with your agreement. Your deposit is non-refundable.

5.2. If you cancel the contract within 72 hours of commencement, or past commencement of your hire period, full payment of the booking is required.

5.3. To exercise your right of cancellation you must give written notice to us by hand or by post or email at the address or email address shown on the rental agreement, giving details of the hire services ordered.

5.4. 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 5 days for any sums that have been paid by you or debited from your credit card for the hire services, less your deposit.

## **6. Our promise to you**

6.1. 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.

6.2. 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.

6.3. 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.

6.4. If you have any other complaint about the hire services, you should notify us in writing at the address or e-mail address above.

## **7. During the course and duration of this contract we will...**

7.1. Arrange for the provision of any roadside rescue (if required). You must telephone Equestrian Rescue Services with whom we have a contract. The telephone number and details are permanently displayed in the horsebox. Please quote our membership number and note Equestrian Rescue Services terms and conditions also permanently kept in the horsebox.

7.2. 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, which is the excess figure determined by our insurance company.

7.3. In the event that the horsebox becomes temporarily unroadworthy (other than as a result of accidental damage, theft or vandalism) we will inform you as soon as possible and refund all monies in FULL.

## **8. Your obligations to us**

8.1. You will obtain and make sure of 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.

You should ensure that you have checked all such restrictions with the appropriate authorities before entering into this hire contract.

8.2. All proposed drivers of the horsebox must be between the ages of 23 and 75 years and must have held a full UK or EC driving licence for a period of at least 2 years prior to the proposed date of commencement of hire.

8.3. Drivers 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, have had no more than one fault driving accident in the last 3 years, nor had their licence suspended for any period within the last 3 years.

8.4. Drivers must not have any more than 2 convictions with a maximum of 3 points per conviction, nor had one driving conviction attracting 6 points or more for that one conviction. Drivers must not have obtained a BA, DD, UT conviction.

8.5. You shall during the continuance of this hire contract:

8.5.1. 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 horse box - and do not let the horsebox run low on fuel (no less than a quarter of a tank of fuel);

8.5.2. inform us of, and 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 noncompliance 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;

8.5.3. 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;

8.5.4. 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;

8.5.5. 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;

8.5.6. not remove or interfere with any identification marks or plates affixed to the horsebox;

8.5.7. take all necessary steps at your own expense to retain and recover possession and control of the horsebox if you lose possession or control of it;

8.5.8. 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 horse box and to ensure that you are and have complied with your obligations as herein provided;

8.5.9. notify us immediately of any change in your address

8.5.10. in respect of the condition and maintenance of the horsebox, be solely responsible for ensuring that:

8.5.10.1. fluid levels are checked and adjusted as necessary

8.5.10.2. the exterior, interior and upholstery of the horsebox is kept clean

8.5.10.3. notify us immediately of any damage

8.5.10.4. the horsebox is not used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law

8.5.10.5. 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

8.5.10.6. not carry any hazardous, explosive or dangerous goods

8.5.10.7. not carry more persons or equine animals than is recommended by the horsebox manufacturer (as provided for or referred to in the Rental Agreement) 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 horse box or permit the horse box to be overloaded. The maximum is two horses with a maximum combined weight of 1000 kilos.

8.5.10.8. not deface or suffer to be defaced the paintwork, body and coachwork of the horsebox

8.5.10.9. 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.

8.5.10.10. bear the cost of the repair or rectification of any damage to the horse box resulting from negligence or improper use of the horsebox by you or any person who has used the horsebox during your hire contract, up to a maximum of £500.00 for drivers aged 25 and 75, and £750.00 for drivers aged 23 and 24 (which is the excess laid out to us by our insurers).

8.5.10.11. keep the horse box 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.

8.5.12. Immediately give notice to us of the happening of any loss or damage to the horsebox.

8.5.13. Keep the horsebox adequately secured at all times.

8.5.14. 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

8.5.15. All equine animals to be carried by the horsebox must be approved by us prior to the commencement of hire. Our horseboxes are built to carry equines only.

8.5.16. SMOKING IS STRICTLY PROHIBITED in any part of the horsebox

8.5.17. Do not remove any furniture or fixtures from the horsebox

8.5.18. 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 travelling will also have to provide evidence of its up to date passport.

8.5.19. The horsebox is hired to you under the rental agreement for the transportation of your own equine/s and is not to be used for hire and reward. Failure to comply with this term will invalidate the insurance and your signed rental agreement indemnifies EquiBus of all costs associated with all costs associated with the hire of the vehicle, including penalties, damage repair, accident costs and vehicle replacement costs.

## **9. Default**

9.1. 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.

9.2. 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.

## **10. Ownership**

10.1. The horsebox shall at all times remain the property of C H Hollis Ltd, T/A Equibus 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.

## **11. Return of the vehicle and/or horse box**

11.1. 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.

11.2. Unless otherwise agreed, 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 in the rental agreement.

PLEASE NOTE, IT IS IMPORTANT THAT THE HORSE BOX IS RETURNED ON TIME SO THAT IT CAN BE PREPARED IN READINESS FOR RELEASE TO OTHER CUSTOMERS.

11.3. In the event that you do not return the horse box on time and in accordance with these terms a penalty payment may become chargeable at the discretion of EquiBus. The charges applied will be £30.00 for the first hour and £10 per hour thereafter (subject to a maximum surcharge of £95 per day) and 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 horse box in accordance with these terms.

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

11.5. Please note that no refund or other discount will be given where the horsebox is returned early.

11.6. THE HORSEBOX MUST BE RETURNED WITH ITS FUEL TANK FULL OF DIESEL 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 £25.00 fee for our time in replacing the fuel for you.

11.7. 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 load.

## **12. Insurance**

12.1. 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 £500.00, (£750.00 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. Loss or damage of less than the maximum excess of £500.00 (or £750.00) is chargeable at the actual amount incurred.

12.2. Only those persons named as drivers in the Hirer's Questionnaire and subsequent Rental Agreement, which you will be required to complete prior to the hire commencing, may drive the horsebox.

12.3. 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.

12.4. 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 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.

12.5. In no event shall we be responsible to you for any loss or damage to personal goods or possessions and equine animals, and you hereby agree to indemnify us against any loss or damage 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. Please note that the insurance policy maintained by us in respect of the horsebox is subject to a £500.00 excess (£750.00 for 23 and 24 year olds) and you hereby authorise us to charge all sums not covered by a policy of insurance to your debit /credit card.

12.6. 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, nor allow to be done any act or thing whereby such insurance may be invalidated.

### **13. In case of accident:**

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

13.1.1. notify us of the accident as soon as it is safe and practical to do so, and in any event prior to your return or within 24 hours after the accident, whichever is soonest.

13.1.2. the driver of the vehicle must complete and deliver to us the relevant accident report within 24 hours of the accident.

13.1.3. no admission of liability is to be made to any person in relation to such accident.

13.1.4. any writ or summons or other document relating to any proceedings arising out of such accident is forthwith delivered to us.

13.1.5. 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.

13.1.6. you shall immediately 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.

13.1.7. the names and addresses of all witnesses thereto are collected and given to us.

### **14. Hirer Restrictions:**

14.1. We are unable to let out on hire or to be driven by:-

14.1.1. Hirers under the age of 23 or over the age of 75 years of age

14.1.2. Hirers who do not have a full valid UK or EU driving licence or one that has been held for less than 2yrs

14.1.3. Persons who have been convicted of an offence in connection with the driving of a motor vehicle or motorcycle and/or have had their driving licence endorsed or suspended or more than 6 penalty points imposed. ("Spent" convictions, covered by the Rehabilitation of Offenders Act 1974 may be disregarded)

14.1.4. Persons who have had their insurance declined and/or renewal refused and/or special insurance terms imposed as a result of a claims experience and/or have had their insurance or cover cancelled by any Motor Insurer

14.1.5. Persons engaged wholly or partly in professional entertainment or professional sports persons

14.1.6. Jockeys and persons connected with racing, gaming industry or press of any sort.

14.1.7. Students (subject to circumstance)

14.1.8. Foreign Services Personnel (subject to circumstance)

14.1.9. Persons who, whilst driving have been involved in more than one fault accident in the last 3 yrs.

14.1.10. Persons with non-motoring convictions unless "spent" under the Rehabilitation of Offenders Act.

14.1.11. Persons who have medical conditions resulting in DVLA imposed driving restrictions to your licence.

## **15. Overseas travel**

We do not allow overseas travel.

## **16. Our Liability to you**

16.1. 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.

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

16.2.1. death or personal injury caused by our negligence;

16.2.2. liability for defective products under the Consumer Protection Act 1987;

16.2.3. fraudulent misrepresentation

16.3. We will not 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.

16.4. 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.

16.5. We will 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):

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

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

16.5.3. your providing us with incorrect or incomplete information.

16.6. We will not 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.



16.7. 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.

## **17. Data Protection**

17.1. We will take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 2018 so that details of your order and payment are kept secure. However, unless we are negligent, we will not be liable to you for any unauthorised access to information supplied by you.

17.2. We will 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.

17.3. EquiBus 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. All offences occurring in the time during which the horsebox was under your care (including time outside of the rental agreement where you have failed to return on time) that are sent to EquiBus will be forwarded to the hirer.

## **18. Assignment**

18.1. We will 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 EquiBus at the address or e-mail address shown on covering correspondence.

## **19. Horse Passport Regulations**

19.1 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:

19.1.1. For the purpose of competition

19.1.2. For the purpose of breeding

19.1.3. In or out of Great Britain

19.1.4. To other premises where a veterinary medical product is to be administered

19.1.5. To the premises of a new keeper

19.1.6. To a slaughterhouse

19.1.7. For the purposes of sale

19.2. Trading Standards do 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 £2,000.00 - £5,000.00 for any horse travelling without a passport. We advise that you carry your horse passports at all times when travelling. EquiBus will not be liable for any such fine that might be applied as a result of your travelled without a valid equine passport.

19.3. For the purpose of Equine Rescue Services, we must advise that our national network of horse transporters could refuse to help recover your horse from a breakdown or accident if you are unable to provide a valid equine passport.