

## Hire Agreement – Terms and Conditions

The Hirer must provide as identity:  
A Valid Driving Licence (both parts)  
Valid Insurance Certificate for the tow vehicle  
Two current Household Bills, with the same address

The Hirer agrees to these documents being photocopied and retained by **att your service** until the trailer is returned. It is the Hirer's responsibility to ensure that your vehicle insurance is valid for towing the trailer.

The trailer must only be towed by:  
The specified vehicle  
Driven by person/s covered by that insurance policy

Upon collection of the trailer, full payment for the hire is required plus a £150 deposit.

The Hirer must ensure that a legal number plate is displayed on the trailer at all times.

A spare wheel is supplied, and the Hirer is responsible for the replacement costs to any tyres damaged during the hire period.

A wheel clamp is supplied and this **MUST ALWAYS** be used when the trailer is left unattended. The hirer will also take adequate and proper measures to protect the trailer from theft, damage and other risks during the hire period.

The tow vehicle will need to be fitted with a towing bracket, 50mm ball, and a 7-pin 12-volt universal wiring.

The Hirer shall ensure that the trailer will not be used:  
For hire  
For any illegal purposes  
Outside England, Wales or Scotland without prior consent  
Will not lend, sell or otherwise part with the trailer from their control.

The trailer is the property of **att your service (uk) limited** and the Hirer at no time has right, title or interest in the hired trailer except that it is hired to the Hirer.

The value of the trailer hired is £4000.00 The wheel clamp is valued at approximately £85. The Hirer agrees to this value in the signing of the hire agreement.

All risks as stipulated in the terms and conditions of hire pass to the Hirer on the signing of the hire agreement and when the trailer leaves the physical possession and control of att your service (uk) limited.

The Hirer shall completely indemnify **att your service** 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.

The owner (**att your service**) shall not be liable for any injuries caused to the Hirer, their agents or any third parties arising out of the use of the trailer during the hire period. The owner (att your service) shall not be liable for any consequential losses arising out of the use of the trailer.

**Att your service (uk) limited** cannot be held liable if the hire of a trailer cannot commence as arranged if this is as a result of events or circumstances taking place that att your service could not have foreseen or had any control over or was beyond their physical control. In these rare circumstances att your service will

endeavour to offer a replacement trailer, if one is available or work with a client to overcome the problem. In all events att your service cannot be held liable for any financial losses or consequential financial losses or otherwise that may be resultant from this event. Att your service will offer the option of a refund and other considerations subject to our discretion. In all instances att your service will notify clients in advance if they are aware of any problem arising that could affect the hire in advance if this can be foreseen to avoid any unnecessary inconvenience to the Hirer.

Att your service reserve the right to retain any deposit paid by a Hirer for the reservation of a trailer in the event of the hirer being unable to commence the hire or advising us that they wish to cancel the reservation. This will be made to cover administration costs incurred and the loss of hire. In the event of the trailer not being able to be re-hired then we reserve the right to retain the full deposit. If the trailer is re-hired then only a relative proportion of the deposit will be retained and a balance will be refunded.

The Hirer is liable if the trailer is stolen, damaged or involved in an accident during the period of hire, whilst the trailer is both attached and detached from any vehicle. Any animal/items carried or stored in the trailer are entirely the Hirer's responsibility, as are any accidents arising from the use of the trailer or any injury sustained to the Hirer or any other third party.

The Hirer agrees to pay att your service in full the value of the trailer should it be stolen/lost/destroyed/confiscated/impounded. This amount shall become payable at the end of the hire period. Att your service reserve the rights to charge the full weekly hire rate to the Hirer until such monies are paid in full.

The Hirer agrees to pay att your service the full costs of any repairs or replacement parts of the trailer should the trailer be damaged or have parts stolen from it during the period of hire. These repairs/parts shall be undertaken/supplied by an authorised agent and charged accordingly.

The Hirer shall inform **att your service** if the equipment is in need of repair or adjustment, and shall not authorise any person to carry out any repairs or adjustments without prior consent from att your service.

The trailer is used at the Hirer's own risk, and the manufacturer's stated tolerances must not be exceeded.

The Hirer must inspect the trailer and sign to agree its condition. The trailer must be returned in the same clean condition in which it is received. A surcharge of £10 will be made if the trailer is not clean both internally and externally on its return. Please only use water and an approved washing agent when cleaning the trailer as some chemicals/disinfectants can stain and damage both the internal and external parts of the trailer. Att your service also advise that washing a trailer is undertaken with the correct equipment and that hirers take their own and others safety into consideration before performing any cleaning process.

Please call **att your service** if you need to return the trailer later than the agreed time. A surcharge may be levied as this does inconvenience other users.

The Hirer also agrees that in the event of the trailer not being returned to att your service at the end of the hire period that copies of the documentation supplied to att your service for identification purposes can be passed to the Police and to our recovery agents to assist in their investigations and recovery of the trailer.

Any trailer not returned at the end of the hire period will be reported to the police as stolen.

The largest horse must be loaded on the right side of the trailer. If only one horse is loaded, load the horse on the right side of the trailer.

The Hirer also agrees to pay solicitors fee's and court costs involved on behalf of att your service in their having to take any legal action to recover either the trailer, the value of the trailer or repair costs through the Hirer not complying with the terms and conditions of hire.

Hirers agree to accept that att your service reserve the right to at any time request the return of the trailer at any period during the hire agreement if **att your service** believe that:

The terms and conditions of hire have been broken

The trailer is being used against the use it is designed for

As the results of any complaints from the police, members of the public or any other party or if the trailer is being exposed to any unnecessary risk.

In this event att your service reserve the right to only return any proportion of hire fee paid that is still to run pro rata minus any costs incurred by att your service in securing the return of the trailer after the verbal and written request has been made.

**Att your service** reserve the right to refuse the hire of any trailer to any persons/companies without providing any reasons whatsoever.

No Hires will be allowed to commence without att your service having deemed that a satisfactory period has elapsed prior to the booking of the trailers that allows att your service to undertake the necessary security checks/procedures on the Hirer.

**Att your service** would like to point out to clients that many of the above conditions would only be invoked under what is termed as the minority of cases because at all times we would seek to work with a hirer to resolve any issues arising but as a result of rare instances where the hire service we provide is abused we have to protect our interests and liabilities and the ability to provide the hire service to existing and future clients.

All information supplied under any of the categories and that forms a part of our web site or other advertising is provided in good faith and is for information purposes only. None of the material is defined/guaranteed/warranted/stipulated as being accurate in any manner and web site users are advised to check any information provided.

Signed (Hirer) \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_