

# TERMS AND CONDITIONS OF HIRE

This page (together with the documents referred to on it) tells you the terms and conditions on which we hire any of the trailers to you. Please read these terms and conditions carefully before filling out the Hire Enquiry Form on our site. You should understand that by submitting the Hire Enquiry Form you agree to be bound by these terms and conditions.

Before using any Trailers provided by us, we would draw your attention to the following points:

1. You must ensure that you, as the sole user of the Trailer, have read and will adhere to the Safe and Legal Towing Guidelines on the National Trailer and Towing Association's website (<http://www.ntta.co.uk/downloads/SafeLegalTowingShort.pdf>) and that such use of the Trailer is in accordance with any relevant safety and legal requirements and the maximum payload and gross weight restrictions stated on the Trailer and any manufacturer's guidelines.
2. You must, as the sole user, have car insurance that covers the use and towing of the Trailer.
3. You must have a full and valid driving licence and must adhere to any towing and weight restrictions provided for by the DVLA, your driving licence and any relevant law.
4. You must bring your full valid driving licence (if you have a photo card driving licence please bring both parts) and 2 utility bills as proof of address with you when you come to collect the Trailer you are hiring. Please note we will not allow you to hire the Trailer without these items. You are responsible for supplying a suitable number plate to attach to the Trailer.

**WE DO NOT ACCEPT ANY RESPONSIBILITY FOR ANY DAMAGE/INJURY CAUSED BY YOUR FAILURE TO COMPLY WITH MAXIMUM PAYLOAD AND GROSS WEIGHT RESTRICTIONS.**

**YOU MUST ENSURE THAT YOU ARE PROPERLY COVERED BY SUITABLE INSURANCE THAT ALLOWS YOU TO USE THE TRAILER FOR TOWING AND PROVIDES SUITABLE COVERAGE FOR ANY RISKS INVOLVED IN THE USE OF THE TRAILER SUCH AS PERSONAL INJURY OR DEATH TO ANY THIRD PARTIES.**

**THIS SAFETY WARNING DOES NOT IN ANY WAY ATTEMPT TO EXCLUDE OR LIMIT OUR LIABILITY TO YOU IN THE EVENT OF EITHER DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, BREACH OF CONTRACT OR OTHER DEFAULT.**

## **1. HIRE PERIOD**

(a) The Hire Period shall be the time from the date of collection of the Trailer to the return of the Trailer as stated in the booking Confirmation.

(b) The minimum hire period shall be 24 hours.

## **2. HIRE CHARGES**

(a) You will pay the Hire Charges for the Hire Period as specified on our website from time to time.

(b) The Hire Charges will be taken at the time we send out the Booking Confirmation from your credit/debit card details provided in the on-line Enquiry Form or given to us over the telephone.

(c) Hire Charges will be incurred for every day of hire including Saturdays, Sundays and Public Holidays.

### **3. PRE-AUTHORISED DEPOSIT**

(a) Upon collection of the Trailer, you agree to an amount of £250 of cash (the "Deposit") being preauthorized by you to your credit/debit card company in favor of us for the Hire Period (and for a reasonable period after, to allow for any delays or administration ("Post Hire Period")).

(b) Any extra payments due during the Hire Period or Post Hire Period (for example, cleaning costs, lost or broken locking devices or ratchet straps supplied with the Trailer) shall be taken from the Deposit.

(c) If any extra payments due under these terms and conditions exceed the Deposit you agree to pay to us the balance in full on demand up to the full replacement value of the Trailer.

### **4. CONDITION OF TRAILERS**

(a) We will ensure that the Trailer hired to you is in good working order and fit for the purpose for which Trailer of that kind is normally used.

(b) However, you must also check the Trailer at the commencement of the Hire Period and tell us of any obvious faults or defects that you notice.

(c) If you find that the Trailer is faulty or defective during the first 24 hours of hire, you should let us know straight away. If you return it to us, we will replace the Trailer and we will not charge you for the hire of the Trailer if you have not been able to use it during the first 24 hours of the hire due to it being faulty or defective.

(d) If you let us know of a fault or defect in the Trailer after the first 24 hours of hire, we will replace the Trailer, but we reserve the right to charge you a reasonable amount for the time that you have had the Trailer.

(e) You must check the state and condition of the Trailer at reasonable intervals during the hire of the Trailer to ensure that it remains safe, serviceable and clean. We will not check the Trailer during the hire unless you bring it back to us and ask us to do so.

(f) You must not use (or permit the use of) the Trailer for any purpose beyond its capacity or in a manner likely to result in excessive wear.

(g) You must carefully read Safe and Legal Towing Guidelines on the National Trailer and Towing Association's website ([www.ntta.co.uk/law/Safe&LegalTowingShort.pdf](http://www.ntta.co.uk/law/Safe&LegalTowingShort.pdf)) and you must only use the Trailers in accordance with the with the maximum payload and gross weight restrictions stated on the Trailers.

(h) You must not make any alterations or modifications to the Trailers.

(i) You must allow us to have reasonable access to the Trailer to inspect, test, adjust, repair or replace the Trailer during the Hire Period as necessary.

## **5. TRANSPORTATION OF TRAILERS**

(a) You will be responsible for collecting the Trailer from our premises and for delivering the Trailer back to our premises.

(b) Where you transport the Trailer yourself, you will be responsible for hitching at the time of collection from our premises and for unhitching at the time of delivering the Trailer back to our premises.

(c) If one of our employees helps you in the hitching or unhitching of the Trailer you must tell him what you want him to do and how you want him to help. If the Trailer is damaged whilst being hitched or unhitched, you will be responsible for the damage unless the damage is caused by our employee's negligence.

(d) You will be liable for any damage to our premises during hitching or unhitching the Trailer.

(e) You must ensure that your vehicle is suitable for connection to and use of or with the Trailer. We have no responsibility or liability in respect of any damage caused to your vehicle due to the incompatibility for connection to or use of or with the Trailer.

(f) You must ensure that your driving license permits you and your vehicle is legally permitted to tow the Trailer. You are solely responsible for checking and confirming this on the DVLA website and with your insurance company and we will not be liable in any way for your failure to comply with these restrictions (except for death or personal injury caused by our negligence).

(g) You will not tow or use the Trailer outside mainland United Kingdom without our express written agreement.

## **6. RETURN OF TRAILERS**

(a) You must return the Trailer and all locking devices/ratchet straps supplied with the Trailer, to us in the same condition as when we supplied it to you although you will not be responsible for reasonable wear and tear which may occur through your proper use of the Trailer, ratchet straps and locking devices during the Hire Period.

(b) We supply a clean Trailer for your use at the start of the Hire Period. Please return the Trailer to us in the same clean condition at the end of the Hire Period.

(c) If you have not made a reasonable attempt to clean the Trailer, we will charge you for the cleaning and restoration of the Trailer up to a maximum of £20.00 to enable it to be hired to someone else in a fit and proper condition.

(d) If you do not return the Trailers to us by the times set out below then we will be entitled to charge you for a day's (or

days') further hire. The latest times by which the Trailers must be returned from the time of collection are as follows:

Trailer hired for a  
day

Must be returned within 24 hours

Trailer hired for a week	Must be returned by 4.00 pm on the seventh consecutive day (so if you hire it on Wednesday it must be returned by 4.00 pm Tuesday)
Trailer hired for a working week	Must be returned by 4.00 pm on Friday
Trailer hired for a weekend	Must be returned by 10.00 am on Monday
Trailer hired for a month	Must be returned by 4.00 pm on the last day of the calendar month (so if you hire it on the 15th of the month you must return it by 4.00 pm on 14th of the next month).

Or what's on local trailer hire

(e) You must return the Trailer to our premises and it must not be left until it has been inspected by a member of our staff. You are responsible for the Trailer until it has been inspected.

(f) If a locking device/ratchet strap is lost, stolen, damaged or not returned at the end of the Hire Period you shall incur a charge of up to £100.00 for each locking device and £35.00 for each wheel ratchet strap and £20.00 for each ordinary ratchet strap. Trailers and accessories NOT Returned will be charged for at the Manufacturer's Current Price list plus £20 admin Charge

## **7. CANCELLATION COSTS/REFUNDS**

(a) If you need to cancel your reservation of the Trailer for any reason please ensure that you give us five working days' notice and we shall give you a full refund of the higher cost for the Hire Period. (b) If you are unable to give us five working days' notice any refund of part or all the Hire Charge shall be at our sole discretion.

(c) If you fail to cancel your reservation and do not collect the Trailer on the collection date or at the collection time, we reserve

the right to keep the full Hire Charge to cover our administration costs and to compensate us for our inability to rent the Trailer when it was reserved for your use.

## **8. RISK AND OWNERSHIP**

(a) We shall supply you with a locking device for the Trailer at the start of the Hire Period. You must always use this locking device when left unattended.

(b) After collection of the Trailer you will be wholly responsible for the Trailer (including the security and care) until you return it to us.

(c) We shall at all times be the owner of the Trailer whilst you are in possession of it. You shall have no right, title or interest in the Trailer except that it is hired to you.

## **9. INSURANCE/LOSS OR DAMAGE TO THE TRAILERS**

(a) You are under an obligation to take all reasonable care of the Trailer. For example, you must store the Trailer in a safe

and secure place when it is not in use.

(b) You are wholly liable for thefts or damage to the Trailer whilst in your care and during the term of the Hire Period.

(c) Where the Trailer is lost, stolen or damaged you may have to pay us the cost of the Trailer at its current replacement value which shall be reasonably assessed.

(d) You will not be liable for any damage to the Trailer where such damage arises due to the poor quality of any Trailer or our negligence in maintaining any Trailer hired to you.

(e) Where the Trailer is lost, stolen or irreparably damaged, you must notify us immediately. (f) Where the Trailer is lost, stolen or irreparably damaged, you must provide us with all reasonable assistance when so requested. For example, you must notify the police if the Trailer is stolen. (g) If the Trailer is stolen (unless this is due to our negligence or default) you will remain liable for Hire Charges.

(h) If any injury or damage to persons or property or animal or to the Trailer arises because you have incorrectly hitched or un-hitched the Trailer on to your vehicle, you will be responsible for that injury or damage (unless we have been negligent in any way). The only exception to this is where the injury/damage occurs as a result of a fault or defect in the Trailer of which you were not aware.

## **10. BREAKDOWN OF TRAILERS**

(a) In the event of any breakdown or failure of the Trailer please inform us as soon as possible and we will do our best to repair it or exchange it as appropriate.

(b) We will not charge you for the hire of the Trailer during the period that it is broken down if the failure is due to our negligence or default. It is therefore important that you let us know as soon as the breakdown occurs.

(c) We will supply you with a spare wheel at the start of the Hire Period and you will be responsible for any punctures and their repair and no refund of Hire Charges will be made by us in respect of restriction on the use of the Trailer caused by punctures.

(d) Except for the repair of punctures, you should not repair or attempt to repair the Trailers unless authorized to do so by us.

(e) You must notify us immediately if there is an accident involving the Trailers which results in damage to the Trailers or to other property or injury to any person including notifying all appropriate authorities and your insurer.

## **11. LIABILITY**

(a) You are liable for the hire of the Trailer for the Hire Period.

(b) Nothing in this Agreement shall exclude or limit our liability for fraud or for death or personal injury caused by our negligence.

(c) Subject to clause 11(b) and notwithstanding the unenforceability or invalidity of any other provision in this Agreement, our liability in contract, tort (including negligence or

breach of statutory duty) or otherwise arising out of or in connection with the performance of our obligations under this Agreement shall be limited to the Hire Charge in respect of any one incident or series of incidents, whether or not arising from a common cause, in any twelve month period.

(d) If we are in breach of this Agreement and you want to make a claim against us, we will not accept any claims which relate to business expenses or losses including loss of profits.

## **12. INDEMNITY**

(a) You shall indemnify us and hold us harmless against all actions, losses, claims, demands, expenses, costs and damages of whatever nature arising from or in connection with:

(i) the misuse of the Trailer by you or anyone elsewhere you are aware of or permit such misuse; (ii) any claim arising from or in connection with the breach by you of these terms and conditions; (iii) any unlawful action or criminal act by you.

(b) If a third-party claim from us for any loss or damage that the Trailer causes him, then you must meet all the costs of such a claim if it results from your breach of the arrangements under this Agreement. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence.

## **13. UNAUTHORISED RE-HIRING OF TRAILERS**

(a) You are not allowed to re-hire, sub-lease, or lend the Trailer or any part thereof to any third party without our prior written confirmation.

## **14. TERMINATION OF HIRE**

(a) In the event of any failure or breach of the terms of this Agreement or the improper use of the Trailers by you we reserve the right to terminate this Agreement and for the Trailer to be returned to us immediately in accordance with clause 6.

(b) Subject to 14(a) above during the Hire Period of the Trailers, we will not ask you to return it before the end of the Hire Period. Once the Hire Period has expired you must return the Trailer to us in accordance with times given in clause 6.

(c) If you are in default of any payment obligations or any hire charges we reserve the right to terminate this agreement and for the Trailer to be returned to us immediately in accordance with clause 6.

(d) If we receive any complaints from any third parties relating to the use or misuse of the Trailer we reserve the right to terminate this Agreement and for the Trailer to be returned to us immediately in accordance with clause 6.

## **15. OUR SIGNS**

You must not remove, deface or cover up any signs or identification mark or number on the Trailer, nor put any mark on the Trailer which might indicate or suggest that the Trailer belongs to you.

All rights, including copyright, in our website, are owned by or licensed to us. Any use of our website or its contents, including

copying or storing, in whole or part, other than for your own personal use is prohibited. You may not modify, distribute or re-post something on this website for any purpose. All rights are reserved.

