

### **EQUI-GO HORSE TRAILER HIRE**

### TERMS AND CONDITIONS OF HIRE

### 1. DEFINITIONS AND INTERPRETATION

For the purposes of these Terms and Conditions of Hire:

- "The Company" refers to Equi-Go Horse Trailer Hire
- "The Hirer" refers to the person(s) hiring the trailer who signs the hire agreement
- "The Trailer" refers to the Böckmann Portax LK horse trailer and all associated equipment
- "Hire Period" means the period from collection to return as specified in the hire agreement
- "Hire Agreement" means the signed rental agreement incorporating these terms and conditions

### 2. IDENTIFICATION AND DOCUMENTATION REQUIREMENTS

- 2.1 The Hirer must provide valid identification at collection:
  - Valid photographic driving licence (UK or equivalent)
  - One original household utility bill dated within the last 12 weeks
  - Proof of adequate insurance cover for the trailer
- 2.2 The Company reserves the right to photocopy and retain all identification documents until the trailer is returned.
- 2.3 The Hirer must be at least 21 years of age and hold a valid driving licence appropriate for towing the trailer.

# 3. INSURANCE REQUIREMENTS

- 3.1 Insurance is NOT included in the hire price and is the sole responsibility of the Hirer.
- 3.2 The Hirer must ensure their vehicle insurance policy covers towing the hired trailer, including:
  - Third-party liability cover
  - Theft and damage cover for the trailer
  - Cover for the trailer when detached from the towing vehicle
- **3.3** Most standard car insurance policies only provide basic third-party cover for trailers. The Hirer must arrange either:
  - Extension of existing vehicle insurance to cover the hired trailer, OR
  - Separate trailer insurance policy
- 3.4 Valid insurance documentation must be presented before the trailer will be released.
- 3.5 Only the specified insured vehicle(s) and driver(s) covered by the insurance policy may tow the trailer.

## 4. PAYMENT TERMS

- 4.1 Full payment for the hire period is required at the time of collection.
- 4.2 A security deposit of £100 is required and will be taken by card at collection.
- 4.3 The security deposit will be returned within 7 working days of satisfactory return of the trailer, subject to deductions for:
  - Damage repairs
  - Excessive cleaning charges
  - Late return fees
  - Any outstanding charges
- 4.4 All prices are subject to VAT at the current rate.

# 5. OWNERSHIP AND RIGHTS

- **5.1** The trailer remains the property of Equi-Go at all times. The Hirer has no right, title, or interest in the trailer except for its hire during the agreed period.
- **5.2** The declared value of the Böckmann Portax LK trailer is £10,000.
- 5.3 Associated equipment values:
  - Hitch lock: £150
  - Spare wheel and tyre: £200
  - Any additional equipment as itemised
- **5.4** The Hirer acknowledges and agrees to these declared values.

#### **6. RISK AND LIABILITY TRANSFER**

6.1 All risks pass to the Hirer upon signing these terms and conditions and physical collection of the trailer.

## **6.2 LIMITATION OF LIABILITY**: The Company shall not be liable for:

- Any injuries to the Hirer, their agents, third parties, or horses transported
- Any consequential losses arising from use of the trailer
- Loss or damage to horses, equipment, or personal property
- Delays or inability to use the trailer for any reason

# **6.3 INDEMNIFICATION:**

The Hirer shall completely indemnify the Company against all claims by any person for:

- Injury to person or property
- Damage caused by or in connection with the trailer
- Any costs, expenses, or legal fees arising from such claims

## 7. HIRER'S LIABILITY AND RESPONSIBILITIES

### 7.1 The Hirer is fully liable for:

- Theft, damage, or loss of the trailer during the hire period
- The trailer when both attached and detached from any vehicle
- · All animals and items transported in the trailer
- · Any accidents arising from use of the trailer

## 7.2 VEHICLE REQUIREMENTS: The Hirer must ensure their towing vehicle has:

- Minimum towing capacity of 2,700kg (trailer gross weight)
- Suitable towbar rated for trailer weight
- 50mm tow ball

7.3 DRIVING LICENCE: The Hirer must hold appropriate driving entitlement for the vehicle and trailer combination weight.

### 8. LOSS, THEFT, OR DAMAGE

**8.1 TOTAL LOSS**: If the trailer is stolen, destroyed, confiscated, impounded, or not returned, the Hirer agrees to pay the full declared value.

8.2 DAMAGE: The Hirer agrees to pay full costs for any repairs or replacement parts. All repairs must be:

- Authorized by Equi-Go in advance
- Carried out by approved Böckmann or equivalent specialist agents
- Charged at standard commercial rates

8.3 REPORTING: The Hirer must immediately report any damage, theft, or required repairs to Equi-Go.

8.4 No repairs or modifications may be carried out without prior written consent from Equi-Go.

# 9. PERMITTED AND PROHIBITED USES

# **9.1 PERMITTED USE**: The trailer may only be used for:

- Transportation of horses within the UK (England, Wales, Scotland)
- The purpose for which it was designed
- By persons covered under the insurance policy

## 9.2 PROHIBITED USES: The trailer must NOT be used:

- · For hire or reward to third parties
- For commercial purposes (unless specifically agreed)
- For any illegal purposes
- Outside of the UK without prior written consent
- Beyond the manufacturer's stated weight and capacity limits
- Transporting other goods, other than horses

9.3 The Hirer may not lend, sell, or otherwise dispose of the trailer without written consent.

# 10. SAFETY AND OPERATIONAL REQUIREMENTS

# **10.1 LOADING REQUIREMENTS:**

- Maximum horse height: 1.85m (18 hands)
- Largest horse must be loaded on the right side
- If loading one horse only, load on the right side
- Do not exceed gross vehicle weight of 2,700kg

10.2 SECURITY: The supplied hitch lock MUST be used whenever the trailer is left unattended.

# 10.3 TYRE RESPONSIBILITY: The Hirer is responsible for:

- Maintaining correct tyre pressures
- Replacement costs for any tyres damaged during hire
- Using the spare wheel if required

**10.4** The Hirer must take adequate measures to protect the trailer from theft, damage, and other risks.

### 11. CONDITION AND CLEANLINESS

- 11.1 The Hirer must inspect and sign to confirm the trailer's condition at collection.
- 11.2 The trailer must be returned in the same clean condition as supplied.
- 11.3 CLEANING CHARGES: A surcharge of £50 will be applied if the trailer is not returned clean internally and externally.
- **11.4 APPROVED CLEANING**: Only water and approved cleaning agents should be used. Some chemicals and disinfectants can permanently stain or damage the trailer.
- 11.5 For extended hires (weekly/monthly), regular cleaning is required to prevent permanent staining from weather exposure.

### 12. RETURN AND LATE RETURN

12.1 The trailer must be returned at the agreed time and location specified in the hire agreement.

#### 12.2 LATE RETURN CHARGES:

- Late returns incur the full daily hire rate for each day or part day overdue
- Extended late returns may incur additional recovery costs

### 12.3 NON-RETURN: Any trailer not returned will be:

- Reported to police as stolen
- Subject to recovery action at the Hirer's expense
- The Hirer's identification documents may be provided to police and recovery agents

## 13. TERMINATION OF HIRE

13.1 Equi-Go reserves the right to terminate the hire agreement and demand immediate return if:

- Terms and conditions are breached
- The trailer is being misused or exposed to unnecessary risk
- Complaints are received from police, public, or other parties
- Insurance becomes invalid or insufficient

13.2 In such cases, only a pro-rata refund (minus costs) may be provided at Equi-Go's discretion.

### 14. LEGAL COSTS AND RECOVERY

14.1 The Hirer agrees to pay all costs incurred by Equi-Go for:

- Legal action to recover the trailer or its value
- Solicitors' fees and court costs
- Recovery agent fees
- Any outstanding hire charges or damages
- 14.2 These costs apply in addition to any other remedies available to Equi-Go.

# 15. HEALTH AND SAFETY

15.1 The trailer is provided in roadworthy condition, but the Hirer must conduct pre-journey safety checks including:

- Tyre condition and pressure
- Light operation (indicators, brake lights, hazards)
- Coupling and safety chain condition
- Load security
- 15.2 The Hirer uses the trailer entirely at their own risk and must not exceed manufacturer tolerances.
- 15.3 The Hirer should ensure horses are properly protected with appropriate travel equipment.

## **16. DATA PROTECTION**

- 16.1 Personal data provided will be processed in accordance with current Data Protection legislation.
- **16.2** Data may be shared with third parties including insurers, police, and recovery agents where necessary for legitimate business purposes.

# 17. FORCE MAJEURE

**17.1** Equi-Go shall not be liable for failure to perform due to circumstances beyond reasonable control including acts of God, government restrictions, or other force majeure events.

# 18. GENERAL PROVISIONS

- 18.1 ENTIRE AGREEMENT: These terms constitute the entire agreement and supersede all prior agreements or representations.
- 18.2 VARIATIONS: Any variations must be agreed in writing and signed by both parties.
- 18.3 SEVERABILITY: If any provision is found invalid, the remainder shall continue in effect.
- 18.4 GOVERNING LAW: These terms are governed by English Law and subject to the jurisdiction of English courts.
- **18.5 COMPLAINTS**: Any complaints should be directed to Equi-Go in the first instance.

### 19. CONTACT INFORMATION

# **Equi-Go Horse Trailer Hire**

Address: Paddock House, Arkendale Road, Staveley, HG5 9JX

Phone: 07788754165

Email: enquiries@equi-go.co.uk

By signing the hire agreement, the Hirer acknowledges having read, understood, and agreed to be bound by these Terms and	
Conditions.	

**Document Version: 1.0** 

Last Updated: 14th September 2025

These terms and conditions are subject to periodic review and may be updated. Current terms apply to each hire agreement at the time of signing.

Signed by the Hirer	
Printed Full Name:	
Home Address:	
Contact Number:	
Signature:	
Date:	