

MANNINGTREE TRAILER HIRE LTD

For the purposes of the Terms and Conditions of Hire the person hiring the trailer shall be referred to as the hirer. All trailers are wholly owned by Manningtree Trailer Hire Ltd who will be referred to as the owner.

The hirer must provide as identity a valid Driving Licence (both parts), valid Insurance Certificate for the tow vehicle and 2 original household bills dated within the last 8 weeks. The hirer agrees to these documents being photocopied and retained by the owner until the trailer is returned. It is the hirer's responsibility to ensure that the vehicle insurance covers towing the trailer. The specified vehicle driven by person/s covered by that insurance policy must only tow the trailer.

Upon collection of the trailer, full payment for the hire is required plus a £500 deposit.

The trailer is the property of the owner 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 a MINIMUM of £4000 plus vat larger trailers we will advise you of the value at point of the booking , refrigerated trailer @ £7995 The wheel clamp is valued at £100. The hirer agrees to the personal liability of 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 the owner.

The owner shall not be liable for any injuries caused to the hirer, their agents, any third parties or to any horses transported arising out of the use of the trailer during the hire period. The owner shall not be liable for any consequential losses arising out of the use of the trailer.

The hirer shall completely indemnify the owner 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 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 the owner in full the value of the trailer should it be stolen/lost/destroyed/confiscated/impounded or not returned at the end of hire period. This amount shall become payable at the end of the hire period. The owner reserves the right to charge the full daily hire rate to the hirer until such monies are paid in full or pro rata if a part day.

For daily hires the end of a hire day finishes at 6pm sharp , trailers returned any later are subject to late fees @ £10 per hour plus vat and any other published charges .

The hirer agrees to pay the owner 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 Ifor Williams / Bockmann agent and charged accordingly.

A one month notice period is required to terminate any monthly hire or long term hire ,

The Hirer agrees to give 7 days notice prior to returning any trailer on a monthly hire basis or the following month will also be payable.

Only in exceptional circumstances will this be waived .

Any trailer on a long term hire must complete and pay the contract period in full even if the hirer wishes to cut the period short .

The hirer is responsible to return the trailer to our premises and will be charged £1 per mile plus vat round trip from our base if for any reason they are unable to return the trailer , please note a minimum delivery / collection fee of £50 applies .

Any hirers paying their monthly hires any more than 3 days late are subject to a late payment fee of £10 per day with no exception .

The hirer shall inform the owner if the trailer is in need of repair or adjustment, and shall not authorise any person to carry out any repairs or adjustments without prior consent from the owner.

The hirer shall ensure that the trailer will not be used: for hire or reward, for any illegal purposes, for any other purpose than what it is designed for, or outside England, Wales or Scotland; otherwise, without prior consent, will not lend, sell, attempt to sell or otherwise part with the trailer.

Any trailer not returned at the end of the hire period will be reported to the police as stolen. The hirer agrees that in the event of the trailer not being returned to the owner at the end of the hire period that copies of the documentation supplied for identification purposes can be passed to the police and to our recovery agents to assist in their investigations and recovery of the trailer.

The hirer agrees to pay solicitors fees and court costs involved on behalf of the owner in 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. This also applies to any outstanding hire fees accrued in this period.

**Any trailer not returned at the end of the hire period will be subject to the current daily non returned hire charge rate.
(£85 per day)**

The hirer agrees to pay this daily hire rate in the event of breach of the signed conditions of hire/agreement for each day or part day.

**Hirers agree that the owner reserves the right to request the return of the trailer and terminate the hire agreement at any time during the hire agreement if we believe that the terms and conditions of hire have been broken, the trailer is being used contrary to it's intended use, as the result 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 the owner reserves the right to charge in full the full term of the hire contract under all circumstances .
If you decide to return your trailer early the full contract fee will be due .**

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 and the hitch lock **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 trailer is used at the hirer's own risk, and the manufacturer's stated tolerances must not be exceeded. If hiring a horse trailer 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 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 £50 plus vat will be made if the trailer is not clean both internally and externally on its return.

The hirer may not make any subsequent claim of damage or un road worthiness once the trailer has left the premises , by removing the trailer from our premises you fully accept that it is in good condition .

Monthly and seasonal hirers must ensure that the trailer is washed both internally and externally, in particular the side and roof panels at regular intervals to prevent staining to the trailer by exposure to the elements that can result in permanent marking/damage of the trailer. Please only use water and an approved washing agent when doing this as some chemicals/disinfectants can stain and damage both the internal and external parts of the trailer.

The owner advises 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.

BREAKDOWN COVER IS THE HIRERS RESPONSIBILITY PLEASE ENSURE THAT THE HIRED TRAILER AND ANY EQUINES ARE ADEQUATELY COVERED IN THE EVENT OF VEHICLE BREAKDOWN.

Please call the owner if you need to return the trailer later than the agreed time, a surcharge may be levied as this does inconvenience other users.

Hire Commencing from

___/___/___

To be returned by no later than

___/___/___

I confirm acceptance and agree to and understand all of the above stated terms and conditions. I agree to return the trailer at the end of the hire period stated as per the Hire Agreement. These terms and conditions form a part of the Hire Agreement.

Please tick box and sign

Signed

Date

___/___/___

Print Name (Block Capitals) _____

I have fully read , understood and agree to all of the above terms

I have the means to pay for any loss or damage however caused .