

# TRAILER HIRE



## TRAILER HIRE TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY AND KEEP A COPY OF THESE TERMS FOR FUTURE REFERENCE.

### 1. Formation of the Contract

1.1 We are Wilstow Ltd. Registered Company No. 1117695. Registered Address: 37 Regal Drive, Soham, Ely, Cambridgeshire, CB7 5BE. Our contact details are Tel: 01353 724640 / email: cheryl@wilstow.co.uk.

These terms shall apply to the hire of any trailer and all services that we supply to you.

1.2 We may change these terms without notice to you in relation to any future hire.

### 2. Availability, Description and Price of the Hire Services

2.1 All trailers are subject to availability at the time of your order. If, between receipt of your order, and the commencement of your hire the trailer you have ordered becomes unavailable, we shall inform you, and arrange an immediate refund of all sums paid to us in respect of the hire period. We cannot accept responsibility or pay any compensation, costs or expenses where the performance of your contract with us is prevented or affected or you otherwise suffer any loss or damage as a result of events beyond our reasonable control. This includes, but is not limited to, any delays to and/or restrictions to your hire to which you may be subject. However, if your booking has to be cancelled as a result, we will provide a full refund as described above, and we shall be under no further liability in this regard.

2.2 We shall make every effort to ensure that prices and descriptions shown in our quotation or on our website 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 for any sum that has been paid by you.

### 3. Payment and Cancellation

3.1 A non refundable payment of 100% of hire charges will be required to confirm a booking. This will be forfeited in the event of the hirer's cancellation, or failure to provide full payment or documents required in accordance with these terms and conditions. Additionally, a payment of the appropriate deposit ( depending on the trailer hired ) will also be required. This will be refunded, after the trailer has been returned in an acceptable condition.

3.2 Please note that the trailer will not be made available to you until we have received in cleared funds all sums due and payable to us for the hire services.

3.3 All payments are to be processed in the first instance, through our website [www.erde.co.uk/trailerhire](http://www.erde.co.uk/trailerhire).

3.4 Payments may be accepted by telephone on 01353 724640, in the event of technical issues on our website..

3.5 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 hereby acknowledge that the trailer reserved for you at the time of your order may be released by us for hire to any other customer without liability to you.

3.6 All cancellations must be notified in writing to Towing and Trailers Ltd, but please call Towing and Trailers Ltd immediately on the number above to inform us as this will improve the chances of re-hiring the trailer. If notification of your cancellation is received more than two weeks before the start date of your hire, you will be refunded in full, less 10% to cover our time.

3.7 If notification of your cancellation is received less than two weeks before the start date of your hire, all monies paid and due are not refundable and you are still liable for any sums not yet paid. However, we will endeavour to rehire the trailer and if we are able to do so you will be refunded up to a maximum of your total hire less 10%, subject to the amount we are able to rehire the trailer for.

### 4 Collection

4.1 Unless otherwise agreed, collection of the trailer shall be made by you from our premises at 37 Regal Drive, Soham, Ely, CB7 5BE, and on the date and at the time agreed for the commencement of hire.

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

4.3 We will prepare a Trailer Hire Collection Form, which will specify the precise details of the trailer, together with a summary of any damage noted by us prior to the commencement of your hire period. At the time of collection you will be required to sign the Form to confirm your acceptance of the trailer. Please ensure that you have read the Form carefully and checked all damage reports and other specifications against the trailer before signing and thereby accepting the trailer.

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

4.6 Prior to the release of the trailer, you shall be required to provide us with the following original documents in respect of the proposed driver of the towing vehicle:-

- Current driving licence, and a recent utility bill containing details of their current residential address.
- Proof of valid insurance cover for the towing vehicle.



Please note that, notwithstanding your payment of all sums owing to us in respect of the proposed hire, the trailer will not be made available to you until we are reasonably satisfied with your forms of identification and the trailer will not be released until all such documents have been produced in accordance with these terms.

#### **5. Our obligations to you**

5.1 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 trailer without our prior approval.

5.2 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 from an appropriately qualified person.

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

#### **6 Your obligations to us**

6.1 You shall obtain, and ensure all necessary documentation and valid licenses to legally tow our trailer.

6.2 You shall during the continuance of this hire contract:-

- Ensure the trailer is always left locked onto the towing vehicle, or secured using the supplied locking head.
- Agree to drive the towing vehicle in a careful and skilful manner, in accordance with all legal requirements, and in accordance with the verbal guidance provided.
- Indemnify us against all fines, penalties and liabilities payable by us by virtue of your hire and/or use of the trailer or arising in respect of any non-compliance 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 trailer
- Accept liability for the full value of the trailer whilst on hire.
- Agree to pay us repair / replacement costs up to the full value of the trailer within 14 days from the date of return. For each day after this the Owner has the right to charge the Hirer a full days hire charge for each day until the value of the trailer is paid in full.
- Not take or allow the trailer to be taken out of the United Kingdom mainland without receiving our prior written authority and, in the event of that authority being given, only on such terms as we deem fit.
- Not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the trailer or part thereof nor attempt or purport to do so.
- Not remove or interfere with any identification marks or plates affixed to the trailer.
- Make all necessary steps at your own expense to retain and recover possession and control of the trailer of which you lose possession or control.

**It is your responsibility to ensure the tow vehicle insurance covers risks of theft, loss, or damage to the trailer or to take out additional insurance as required. We strongly recommend that you also arrange adequate cover with a breakdown and equine rescue service as no such insurance is provided with this trailer hire.**

#### **7. Default**

7.1 Any expense incurred by us in repossessing the trailer or in recovering possession of the trailer on default of delivery by you under these terms will be reimbursed by you to us on demand.

#### **8. Ownership**

8.1 The trailer shall at all times remain the property of Wilstow Ltd and you shall have no rights to the trailer other than as hirer .

8.2 You shall not do or permit or cause to be done any matter or thing whereby our rights in respect of the trailer are or may be prejudicially affected.

#### **9. Return of the Trailer**

9.1 Unless otherwise agreed in writing, the return of the trailer shall be made by you returning it at our premises on or prior to the date agreed for the expiry of hire.

9.2 Please ensure that you return the trailer on time and in accordance with these terms. It is important that the trailer is returned on time so that it can be prepared in readiness for release to other customers.

9.3 In the event that you do not return the trailer on time and in accordance with these terms:-

9.4 A penalty payment of £25 will immediately become payable to us for each hour period between the agreed expiry of the hire and the actual time of return (subject to a maximum daily penalty charge of £50)

9.5 The trailer must be returned to us CLEANED, SWEPT and hosed out where necessary. There will be a penalty of £25 if the trailer is not cleaned out to our satisfaction. You hereby authorise us to charge all such penalties against your credit card.

9.6 Please note that NO REFUND or other discount will be given where the trailer is returned early.



#### **10. Our Liability to you**

10.1 We make no promises, whether express or implied, in relation to the accuracy of information on our website and any material downloaded from our website is at your own risk and we shall assume no liability for any loss or damage, whether direct or indirect, arising from your use of that information or material.

10.2 Nothing in these terms shall restrict our liability to you for: -

- (a) death or personal injury caused by our negligence;
- (b) liability for defective products under the Consumer Protection Act 1987
- (c) fraudulent misrepresentation.

10.3 In no event shall we be liable to you for any damages, including any lost profits or prize funds, entry fees 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.

#### **11. Indemnity**

11.1 You agree to be fully responsible for 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 directly or indirectly as a result of any breach or default on your part in the discharge of your obligations under this hire contract.

#### **12. Data Protection**

12.1 We shall take all reasonable care to ensure that we comply with our obligations under the Data Protection Act 1998 so that details of your order and payment are kept secure. However, unless we are negligent, we shall not be liable to you for any unauthorised access to information supplied by you.

12.2 We shall 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 would like to be notified of these please tick the box below. 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.

12.3 Please read our Privacy Policy, which sets out the purposes for which we intend to process your personal data. Please contact us at the address shown above if you do not already have a copy of our Privacy Policy.

#### **13. Assignment**

13.1 We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these terms upon notification to you.

#### **14. Waiver**

Any failure by us to exercise, or any delay in exercising any of our rights under these Terms and Conditions or failure or delay in enforcing compliance with any clause of these Terms and Conditions shall not operate as a waiver or variation of that or any other such right; and no act or course of conduct or negotiation on our part or on our behalf shall in any way preclude us from exercising any such right or constitute suspension or variation of any such rights.

#### **15. Severability**

If any clause of this Terms and Conditions or the application thereof to any party or circumstance shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of these Terms and Conditions shall not be affected thereby and every other provision of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by law.

#### **16. Third Party Rights**

None of the provisions of these Terms and Conditions of Business and any Schedule thereto is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of Towing and Trailers Ltd who shall be entitled to enforce the provisions of these Terms and Conditions of Business and any Schedule thereto as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

#### **17. Applicable Law**

These Terms and Conditions are governed and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction in the event of any disputes arising in connection with these Terms and Conditions and you and Towing and Trailers Ltd agree to submit to the exclusive jurisdiction of the Courts of England and Wales.