

LORANGER BY MISSINA TERMS & CONDITIONS OF HIRE

We are Trucksmith Limited (Owner), trading as Missina (Owner) of Kingsmill Industrial Estate, Cullompton, Devon, EX15 1BS. These terms shall apply to the hire of the horsebox that the Owner supplies to the Renter.

No contract shall exist between Owner and Renter for the hire of the horsebox and any services until the Owner has received and accepted the Renter's order. The Owner shall send to the Renter confirmation in writing by post or email to the address or email address that the Renter has provided. On confirmation of the Renter's order there shall exist a binding legal contract between the Owner and the Renter that shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

The Renter shall be responsible to the Owner for ensuring the accuracy the terms of any order (including whether the horsebox is adequate for the Renter's purposes) submitted by the Renter and for giving the Owner any necessary cooperation, assistance and information relating to the hire of the horsebox or as the Owner may reasonably require within a sufficient time to enable the Owner to perform the contract in accordance with its terms.

Trucksmith or Missina may change these terms without notice to the Renter in relation to any future hire.

1.0 DESCRIPTION & PRICE OF HIRE AND OR SERVICES

- 1.1 The description and price of hire services that the Renter orders will be as shown in the Owner's quotation provided to the Renter or on the Owner's website at the time when the order is placed.
- 1.2 The day of collection and the day of return if consecutive is charged as one day's hire provided that the period of hire over two consecutive days does not exceed a total period of 24 hrs.
- 1.3 The Owner will provide the Renter with:
 - A rental agreement for the period of hire, signed by both parties to confirm agreement to all terms and conditions held within this contract.
 - 250 free miles a day of hire (additional to this is 38p per mile).
 - Comprehensive vehicle insurance for period of hire.
 - Vehicle theft protection.
 - Full tank of fuel upon hire of horsebox.
 - Full instruction of how to operate the horsebox.
 - Quality check report detailing the condition of the horsebox prior to hire.
 - Quality check report on return of the horsebox.
 - 24hr roadside relay through a competent nationwide roadside rescue organisation under the hire agreement.

2.0 EXTENTION OF RENTAL PERIOD

- 2.1 Owner may extend the period of rental at the request of the Renter. The Renter will pay such additional deposit or deposits, as the Owner shall require. In the event of extension(s) the new date and time agreed for the return of the horsebox shall then become the due back date. In no event shall the duration of the rental exceed three months in aggregate.

3.0 WARRANTIES BY RENTER & ADDITIONAL DRIVER – OWNER RIGHTS

- 3.1 Renter agrees to return horsebox to Owner in the same condition received, as per LoRanger by Missina Return Condition Requirements document KmMmHv0148w10, on due date specified.

3.2 Renter agrees not to use horsebox for hire or reward nor use it in violation of any law, ordinance or regulation, nor remove it (without prior written consent of Owner) from England, Scotland, Wales or Northern Ireland.

3.3 Renter hereby warrants and undertakes to the Owner:

- The accuracy of the information supplied to the Owner.
- That in the case of business rental this agreement is entered into by the Driver for and on behalf of the Renter.
- That the horsebox will not be, nor will it be permitted to be operated in any way that would violate this contract, including: Driving by any person under 21 or over 70, in motor sport events (including racing, pacemaking, rallying, reliability trials, and speed testing), to propel or tow any vehicle or trailer, by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed for the time being by road traffic legislation, by any other person other than the Renter or additional permitted Driver, under authority of any licence other than his own, if Renter or driver leaves the horsebox unlocked or fails to secure the keys, other than on a paved public highway, private road or driveway, in a reckless or imprudent manner or if the horsebox is deliberately damaged.
- That the licence shown to Owner at the time the horsebox is rented is his own and fully valid that the Renter and any permitted Drivers have not been convicted of any driving offences involving drugs or drink, which have resulted in disqualification over the past five years.
- That he will further protect the interests of the Insurer and the Owner by ensuring the horsebox is always locked when unattended and the keys are secure.
- The Renter agrees to fully and effectively indemnify the Owner against all and any loss, claim, interest and expense arising out of the use of the vehicle during the period of the hire.
- To be able to identify whoever was driving the vehicle at any time during the hire period.
- Ensure that the Renter and any permitted Drivers are in possession of their driving licence whenever they are driving the vehicle.
- If the Renter commits any breach of the agreement, as outlined in clauses 3.0 – 3.3 inclusive, Owner may treat the agreement as terminated and may seize, without legal process, or notice to Renter, the horsebox at any time and place and Renter waives all claims for damages connected with such a seizure.
- Renter authorises Owner to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by Renter and any additional permitted drivers.

4.0 PAYMENT

4.1 A deposit of 25% of the total hire price is payable at the time of order. Subject to the Renter's rights to cancel the contract in accordance with these terms, this deposit will not be refundable.

4.2 All outstanding sums in respect of the price for the hire services will become payable not less than 10 working days before the proposed commencement of hire. Unless the Owner has already received the full outstanding payment from the Renter in respect of the total hire services, the Owner shall automatically charge the balance of the price to the Renter's credit card 10 working days before the proposed commencement of hire. The Renter hereby acknowledges that credit card details will be supplied to the Owner at the time of the order and by giving the Owner such details authorises the charge of the outstanding sums and all other sums that may become due from the Renter to the Owner in accordance with these terms.

- 4.3 The horsebox will not be made available to the Renter until the Owner has received in cleared funds all sums due and payable for the hire services.
- 4.4 The hiring of the horsebox will commence on the date on which the Renter collects the horsebox as agreed.
- 4.5 The Owner will use all reasonable endeavours to have the horsebox available for collection on the date agreed but shall not incur any liability whatsoever in the event of any delay arising from matters beyond reasonable control.
- 4.6 The horsebox will be provided with a full tank of fuel at the commencement of hire. Please note obligations in respect of fuel when returning the horsebox as per LoRanger by Missina Return Condition Requirements document KmMmHv0148w10.
- 4.7 Prior to the release of the horsebox, the Renter shall be required to provide the Owner with the following forms of identification in respect of each proposed driver of the horsebox: each drivers' current driving licence, passport and a recent utility bill containing details of their current residential address.
- 4.8 NB, notwithstanding the Renter's payment of all sums owing to the Owner in respect of the proposed hire, the horsebox will not be available to the Renter until the Owner is reasonably satisfied with the Renter's forms of identification and the horsebox will not be released until all such documents have been produced in accordance with these terms.
- 4.9 The Renter may park their own vehicle, at their own risk, free of charge at the Owner's premises for the duration of the hire.
- 4.10 Renter expressly agrees to pay Owner on demand:
- A charge will be made for delivery and collections.
 - Service and time charges at current going rate plus other charges, if applicable even if an account is forwarded to a third party.
 - Collision Damage Waiver (if any), Theft Protection Insurance (if any), Personal Accident Insurance (if any), Legal Liability Insurance (if any) and miscellaneous charges at the current going rate.
 - All fines and court costs for parking, traffic or other legal violations assessed against the horsebox, Renter other Driver or Owner until horsebox is returned, except where caused through fault of Owner. Renter is liable as the Owner of the horsebox in respect of: any fixed penalty offence committed in respect of that horsebox under the Road Traffic Act 1988 and Road Traffic Offenders Act 1988; any excess parking charge which may be incurred in respect of that horsebox in pursuance of an Order under Sections 45 and 46 of the Road Traffic Regulation Act 1984 or the Road Traffic Act 1991.
 - In the event that the horsebox's fuel tank is not returned full the Renter hereby authorises the Owner to fill the tank and charge the costs to the Renter's credit card as per LoRanger By Missina Return Condition Requirements document KmMmHv0148w10.
 - Value Added Tax and all other taxes (if any) payable on the aforesaid items.
 - Owner's costs, including reasonable legal fees where permitted by law, incurred collecting payment due from Renter hereunder.
 - Fair market value of repairing damage howsoever caused to the actual horsebox supplied, administrative fees, plus loss of revenue at the daily rate based on Owner's loss of use of the horsebox, diminishment of value, towing, storage, impound fees, regardless of fault or negligence of the Renter or any other person and regardless of whether damages are a result of an act of God. Owner shall have the sole right and responsibility to repair the horsebox. Damage should be reported in writing to the office where the vehicle was rented as soon as possible and in any event within 24 hours after the Vehicle was damaged.

- In the event of theft, fair market value of replacing the horsebox, administrative fees, plus loss of revenue at the daily rate based on the Owner's loss of use of the horsebox, if Theft Protection Insurance is not purchased or does not apply.
- If the horsebox is stolen, it should be reported to the Owner immediately, and in any event within 24 hours after the horsebox was stolen. It should also be reported to the Police immediately and a crime reference number should also be obtained immediately, regardless if Renter's own insurance or if Owner's insurance applies.
- Renter agrees to allow Owner to compute and debit final charges from Credit Card, if that is the form of payment used by Renter. If Renter breaches this agreement, Renter agree to cease using horsebox and to pay all expenses incurred by Owner in returning horsebox to place of rental.

5.0 RIGHT TO CANCEL

- 5.1 The Renter has the right to cancel the contract at any time up to the end of seven working days from the date that the contract was agreed between parties. However the enter will NOT be able to cancel the contract once the Owner has begun to perform the hire services with the Renter's agreement.
- 5.2 To exercise the Renter's right of cancellation, the Renter must give written notice to the Owner by hand or by post or email, at the business address shown above, giving details of the hire services ordered.
- 5.3 Once the Renter has notified the Owner that they are cancelling the contract, the Owner will (if the Renter are entitled to cancel the contract in accordance with these terms) refund you within 30 days for any sums that have been paid by you or debited from your credit card for the hire services.

6.0 RENTER'S OBLIGATION TO THE OWNER

- 6.1 The Renter intakes to The Owner as follows:
- The Renter shall not during the hire of this contract, not sell, assign, mortgage, lend, let on hire or otherwise dispose of or part with possession of the horsebox or part thereof nor attempt to purport to do so.
 - The Renter shall immediately notify the Owner of any change in the Renter's address and upon request by the Owner promptly inform the Owner of the whereabouts of the horsebox.
 - Use all partitions and such other equipment for the safe transportation of animals and not transport any animals unless they have been properly secured.
 - The Renter shall not carry more persons or animals than is recommended by the horsebox manufacturers and at all times comply with all load and weight restrictions as may apply from time to time in using the horsebox and not overload the horsebox or permit the horsebox to be overloaded.
 - NB smoking is strictly prohibited in any part of the horsebox.

7.0 RETURN OF HORSEBOX

- 7.1 On termination of the hire however or whenever occasioned or on expiry of the period of hire, the Renter shall no longer be in possession of the horsebox with the Owner's consent and shall (unless otherwise agreed) forthwith return the horsebox (including tyres, tools, handbooks and accessories) to the Owner at the Owner's premises in good clean order and working condition and at the Renter's expense and risk.
- 7.2 Unless the Owner otherwise agrees in writing, the return of the horsebox shall be made by the Renter returning it at the Owner's premises on or prior to the date agreed for the expiry of the hire.
- 7.3 NB The Renter must ensure that the horsebox is returned on time and in accordance with these terms. It is important that the horsebox is returned on time so that it can be prepared in readiness for release to other customers.
- 7.4 Any mechanical damage occurring to the vehicle, must be repaired to

- Manufacturer's standard using appropriate warrantable parts.
- 7.5 In the event that the Renters does not return the horsebox on time and in accordance with these terms, a penalty payment of £150 will immediately become payable to the Owner without set off or counterclaim (subject to a maximum daily penalty charge of £300) (notwithstanding any other rights the Owner may have). The Renter shall fully indemnify The Owner against any other claims, liability, damages, losses, costs and expenses suffered or incurred by or awarded against us and arising from your failure to return the horsebox in accordance with these terms.
- 7.6 Please note that no refunds or other discounts will be given where the horsebox is returned early.
- 7.7 The Owner reserves the right to ask for the vehicle to be returned at any time prior to the loan period end to inspect the vehicle at any reasonable time. The Renter must make the vehicle available for collection or inspection at such times as are notified.
- 7.8 Upon return the vehicle will be fully inspected by The Owner within a reasonable amount of time, normally 24 hours. As a result of this inspection, the Owner reserves the right to charge the Renter for:
- Any rectification work resulting from damage or misuse of the vehicle.
 - Any removable items that were with the vehicle that are not returned at the end of the loan.
 - All adjustments, servicing and repairs must be carried out at Trucksmith Limited or an authorised dealer. The Renter should contact the Owner who will advise the Renter of the necessary procedures.
- 7.9 For further details on the return condition of the horsebox please refer to the LoRanger by Missina Return Condition Requirements document KmMmHv0148w10.

8.0 OWNER'S INSURANCE

- 8.1 Renter is insured upon and subject to the terms and conditions of the policy of insurance held by the Owner in respect of the horsebox and its use against liabilities to third parties including passengers who are non-fare paying and for whom there are permanently fixed seats. A copy of the policy shall be kept available for inspection by the Renter at the registered office of the Owner.
- 8.2 In respect of each and every incident resulting in damage to the horsebox, the Renter shall forthwith upon demand pay to the Owner the appropriate excess on such insurance towards or in settlement of the cost of making good any such damage on a full indemnity basis and the cost and expenses incurred by the Owner in proceeding to recover the same from the third party. In the event of the Owner receiving from the third party any part of the amount of such costs and provided the Renter shall have performed its obligations hereunder the Owner shall repay to the Renter the like part of such excess.
- 8.3 The Renter shall remain solely responsible for insuring and keeping insured all personal goods and possessions that do not belong to the Owner or are otherwise provided by the Owner at the commencement of hire including all horses and such other animals that the Owner consents to being carried in a horsebox and the transportation of the same under an appropriate insurance policy with suitable cover and with a reputable insurer. Such insurance should include cover against risk of loss or damage by fire, theft, accident and other risks, including third party risks, as are normally insured against in this respect.
- 8.4 In no event shall the Owner be responsible to the Renter for any loss or damage to personal goods or possessions, horses and other animals and the Renter hereby agrees to indemnify the Owner against any loss, damage or injury to the horsebox (and any of its contents) (except for any caused by the Owner's own negligence) in so far as it is not covered by a policy of insurance. NB the insurance policy maintained by the Owner in respect of the

horsebox is subject to a £1000 excess and the Renter hereby authorises the Owner to charge all sums not covered by a policy of insurance to the Renter's credit card.

9.0 IN CASE OF BREAKDOWN

9.1 The Driver or Renter should immediately contact the Owner so that the Owner can arrange an engineer visit or recovery within a reasonable amount of time.

9.2 In the event that the Renter does not make contact with the Owner and arranges assistance or recovery themselves, the Renter shall be responsible for all incurred costs and hereby indemnifies the Owner against such costs.

9.3 Free recovery is only covered for warranty related items. The following are not covered and the rectification is the Renter's fiscal responsibility:

- Fuel - lack of or incorrect fueling.
- Keys - loss or damage thereof.
- Tyres - punctures, loss of spare, damage.
- Accident damage.

9.4 In the event that non-warranty assistance or recovery is required the Owner shall arrange for an engineer visit or recovery and shall pass all costs incurred on to the Renter. The Renter hereby authorises the Owner to charge all sums not covered under warranty assistance to the Renter's credit card.

9.5 In no event shall the Owner be responsible to the Renter for any loss or damage to personal goods or possessions, horses and other animals, loss of earnings, loss of winnings, distress to Renter, passengers or animals due to breakdown and the Renter hereby agrees to indemnify the Owner against any loss, damage, distress or injury to the horsebox (and any of its contents).

10.0 IN CASE OF ACCIDENT

10.1 The Renter shall in the event of an incident that results in damage to the horsebox procure that:

10.2 The driver of the horsebox completes and delivers to the Owner the relevant accident report within 24 hours after the accident.

10.3 No admission of liability is made to any person in relation to such accident.

10.4 Any writ of summons, summons or other document relating to any proceeding arising out of such accident is forthwith delivered to the Owner at the Owner's business address within 48 hours.

10.5 All assistance is rendered to the Owner and its insurers to the conduct of such proceedings including without prejudice to the generality of the foregoing permitting such proceedings to be brought by the Owner in the name of the Renter and defending any proceedings brought against the Renter.

10.6 The Renter shall forthwith upon demand fully and effectually indemnify the Owner against all losses, liabilities, costs, actions, claims or demands which it may incur or have brought or made against it in relation to the horsebox or its use and which are not recoverable under a policy of insurance whether the same is effected by the Owner or Renter.

10.7 If the Renter or any permitted driver is involved in a road traffic accident or are asked to produce evidence of Ownership or insurance by the Police, please contact the Owner who will advise the Renter of the necessary procedures.

11.0 RENTERS INDEMNITY PROVISION

11.1 Upon demand from Owner, Renter agrees to defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses incurred by Owner in any manner from this rental transaction or from the use or operation of the rental horsebox by any party, including claims of or liabilities to third parties and agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses.

12.0 OWNERSHIP

- 12.1 The horsebox shall at all times remain the property of the Owner and the Renter shall have no rights to the horsebox other than as Renter and the Renter shall not do or permit or cause to be done any matter or thing whereby the Owner's rights in respect of the horsebox are or may be prejudicially affected.

13.0 CONGESTION CHARGING, FINES AND FIXED PENALTIES

- 13.1 The Renter is responsible for all fines and penalties issued to you/the driver or vehicle during the period of the loan.

14.0 FAILURE TO COMPLY

- 14.1 Failure to comply with any of the above terms & conditions of may jeopardise your eligibility to further hiring, the Owner also reserves the right to fully recharge any reasonable costs incurred related to your failure to comply with the above term & conditions.