

TRAILER HIRE TERMS AND CONDITIONS

FORMATION OF THE CONTRACT

The person / business paying the hire charge shall be referred to as the 'Hirer' and must sign this Hire Agreement. All trailers are wholly owned by 1Stop Trailers referred to as the 'Owner'. These terms shall apply to the hire of a trailer and all services that the Owner provides to the Hirer. The Owner reserves the right to change these terms without notice in relation to future hire.

AVAILABILITY AND PRICE

All trailers are subject to availability at the time of order. If, between receipt of an order and the commencement of hire, the trailer ordered becomes unavailable, the Owner will inform the Hirer and arrange an immediate refund of all sums paid. Under no circumstances shall the Owner be liable to the Hirer for any consequential loss, loss of profit, or any other loss, cost or expense whatsoever caused by lack of availability.

The Owner will make every effort to ensure that prices and descriptions shown in any quotation are accurate at the time an order is placed. If an error is found, the Owner will inform the Hirer as soon as possible and offer the Hirer the option of reconfirming the order at the correct price or cancelling the order.

COLLECTION

Unless otherwise agreed by the Owner, trailers shall be collected from the premises of the Owner, and on the date and at the time agreed for the commencement of hire. The Owner will prepare an Acceptance Form which will specify the precise details of the trailer. The Hirer will be required to sign the Acceptance Form at the time of collection and in signing the Acceptance Form the Hirer acknowledges that the trailer is fit for its purpose and is in good condition, and undertakes to return it in the same condition, to the place and on the date due back specified.

BUSINESS HIRERS - IDENTIFICATION

These terms and conditions must be accepted in advance of a hire by an authorised person on headed paper or through a company email address. The Hirer must name the person collecting the trailer and authorise the

individual to sign for the trailer on the Hirer's behalf. A current and valid driving licence (both parts) must be shown on collection. The Hirer agrees to these documents being photocopied and retained until the trailer is returned to the owner.

PRIVATE HIRERS - IDENTIFICATION

These terms and conditions must be accepted by the Hirer when collecting the trailer. The Hirer must produce a current and valid driving licence (both parts) and a second form of ID confirming home address such as a utility bill. The Hirer agrees to these documents being photocopied and retained until the trailer is returned to the owner.

INSURANCE AND LICENSES

The Hirer is required to provide a certificate of motor insurance for the tow vehicle. It is the Hirer's sole and absolute responsibility to insure the trailer against all risks, including theft, loss or damage, during the period of hire. If the trailer is not covered by the tow vehicle's insurance, the Hirer must take out additional insurance as appropriate. The Owner does not provide any insurance cover whatsoever for the trailer whilst on hire.

It is the Hirer's obligation to obtain all such further necessary documentation and valid licences legally to tow the trailer.

PAYMENT OF HIRE CHARGES

An initial, non-refundable deposit of 50% 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.

Payment of the balance of the hire charge must be made prior to collection either via cheque, which should be cleared before the pick-up date or by cash. Except in the event that a trailer becomes unavailable, once a booking has been confirmed by the Owner no refunds will be made. If the payment of any fees is not made in accordance with these

terms, the trailer reserved for the Hirer at the time of order may be released by the Owner for hire to any other customer without liability.

Any extension to the hire period must be agreed with the Owner and paid for in advance. The rate will be as agreed at time of booking. If the trailer is returned late without prior arrangement this will be charged for at one full day's rate.

ID DOCUMENTS

The addresses shown on ID documentation must match the address of the Hirer. Photocopies of all documents will be taken.

DAMAGE DEPOSIT, LIABILITY AND INSURANCE

A damage deposit of £200 must be paid at the time of booking. The Owner may charge for any minor damage / loss or late return of the trailer.

Repair costs of less than £200 will be taken out of the deposit. This may be broken lights, damage to tyres, scratches etc. For repairs in excess of £200 (up to the value of the trailer) payment will be due on date of return.

The Hirer accepts liability for the full value of the trailer whilst on hire.

The Hirer acknowledges that the trailer is the property of the Owner and the Hirer has no right, title or interest in the trailer whatsoever. The Hirer will not sell, assign, mortgage, lend, let on hire or, otherwise dispose of or part with possession of the trailer or part of it nor attempt or purport to do so.

Any items carried or stored in the trailer are at the Hirer's risk.

RESTRICTIONS ON USE

The trailer must only be used by a vehicle with valid motor insurance, and must at all times display a vehicle licence plate which matches the vehicle licence plate of the tow vehicle.

The trailer must not be taken out of the United Kingdom mainland without receiving the prior written consent of the Owner, on such terms as the Owner deems fit.

The Hirer will ensure that the trailer will not be used for hire or for any illegal purposes.

The Hirer will not carry out any repairs or adjustments to the trailer without the prior written consent of the owner.

CARE, USE AND CUSTODY OF THE TRAILER

The Hirer agrees to drive the towing vehicle in a careful and skilful manner, in accordance with all legal requirements and adhering to all tow vehicle limitations.

It is the Hirer's responsibility to ensure loads are secure and the trailer is correctly attached to the tow vehicle.

During the hire period the Hirer will be liable for any injuries caused to the Hirer, any third parties and to any animals transported. The hirer will 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 will completely indemnify the Owner against all fines, penalties and liabilities payable by the Owner by virtue of the 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.

The Hirer will pay to the Owner in full the value of the Trailer in the event that it is stolen, lost, destroyed, confiscated or impounded during the hire period, such sum to be paid at the end of the hire period, and the Owner reserves the right to charge the Hirer the Hire Charges at the weekly rate until such monies are paid in full.

The Hirer will pay to the Owner the full costs of any repairs to or for replacement parts for the trailer should the trailer be damaged or have parts stolen from it during the hire period, such repairs or replacement parts to be undertaken by an agent approved by the Owner and charged to the Hirer, as specified above.

The Hirer will pay the Owner's legal fees and any costs incurred as a result of the Owner having to take any legal action to recover the trailer, the value of the trailer or repair costs to the trailer in the event that the Hirer fails to comply with these terms.

The Hirer will ensure the trailer is always kept secure and locked whilst in their care. This may involve using wheel clamps or security chains.

The Hirer must keep the trailer in their possession at all times.

REPORTING OF ACCIDENTS OR LOSSES

Accidents and thefts must be reported by the Hirer to the Owner and the police within 4 working hours of any incident.

CLEANING

Please ensure the trailer is returned in the same clean condition as when it went on hire. Cleaning charges will be at the discretion of the Owner.

RETURN OF THE TRAILER

The Hirer agrees to return the trailer in the same condition as when taken on hire and no later than the return date and time as stated on this hire agreement or subsequently agreed with the Owner.

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 twice the daily rental rate for that trailer).

Trailers are not to be left at the property without prior consent of the owner. They are to be checked by Owner before return of deposit.

The Owner has the right, at any time during the hire period, to request to return of the trailer if the Owner considers that the terms and conditions of hire have been broken. Full hire charges shall remain payable to the Owner.

GENERAL

The Owner will take all reasonable care to ensure that it complies with its obligations under the Data Protection Act 1998 and shall only use the information provided for the purposes of fulfilling the order of the Hirer.

The Owner shall have the right to assign all or any of its rights or obligations under these terms upon notification to the Hirer.

Any failure by the Owner to exercise or any delay in exercising any of its 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 right.

If any clause or provision in these terms shall, to any extent, be or become invalid or unenforceable, the remainder of these terms shall not be affected and every other provision shall continue to be valid and enforceable to the fullest extent permitted by law.

None of the provisions of these Terms is intended to be for the benefit of, or enforceable by third parties.

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.

Nothing in these terms and conditions affects the Hirer's statutory rights as a consumer. If the Hirer is in any doubt as to the extent of their statutory rights as a consumer they should seek their own independent legal advice from an appropriately qualified person.

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