

## TERMS & CONDITIONS FOR LOC SELF DRIVE HIRE

These Terms & Conditions apply to the hire of any vehicle where it is driven by the Customer (this is the named person on the hire contract). By Hiring a vehicle or trailer from LOC Ltd the Customer agrees to be bound by these Terms and Conditions.

**1. Definitions:** **1.1** The Company is LOC Ltd, and shall include servants or agents and sub-contractors whom the Company has authorised and permitted to use under these conditions and whom meet all the requirements of the laws of England. **1.2** The Company is **NOT** a Common Carrier and only accepts goods for carriage under these conditions. **1.3** The "Customer" shall mean any person or business or other party who contracts the Company for any service including Self Drive Hire or Rental. **1.4** The "Contract" is the agreement between the Company and the Customer and includes these Terms and Conditions as set out and described below. **1.5** These Terms and Conditions do not affect your statutory rights under English Law. **1.6** The terms Hire and Rental have the same meaning in these Terms and Conditions.

### **2. Payments and Charges for Services**

**2.1 Booking Charges** **2.1.1** A cash deposit of £150 is required at the time of collection, if the booking is within 14 days of the rental date then the full amount must be paid at the time of booking. Bookings are not confirmed or guaranteed until the full hire charge has been paid. **2.1.2** Bookings are not confirmed or guaranteed until the booking deposit or full amount of the rental cost if booking within 14 days of the rental has been paid.

**2.2 Minimum Charges & Rental Periods** **2.2.1** The Company has a minimum rental period of one day. **2.2.2** All charges for hiring a vehicle for self-drive are based on full 24 hour periods. If the vehicle is returned early or before the expiry of the rental agreed the Customer will be charged for the full contracted period. **2.2.3** Daily rental periods start at 09.00 when the vehicle is collected from the Company's depot and ends when the vehicle is returned at 08.00 the following day unless written consent is granted by the company for different timings outside of the above times. **2.2.3.1** If the vehicle is returned late, for whatever reason, an extra full day's rental will be charged. **2.2.4** Weekend rental period starts at 09.00 on Saturday when the vehicle is collected and ends at 18.00 Sunday evening when the vehicle is returned, unless written consent is granted by the Company prior to the Rental commencing. **2.2.4.1** If the vehicle is not returned until Monday from a weekend rental, for whatever reason, then an extra full day's rental will be charged. **2.2.5** Weekly rental period starts at 09.00 on the first day of the 5 day period and ends at 18.00 on the fifth day. **2.2.5.1** If the vehicle is not returned until the following day after the end of the rental period then an extra full day's rental will be charged. **2.2.6** If the Customer wants the Company to deliver the vehicle to a location other than the Company's base then a charge of £1.30 plus vat per mile will be charged for the whole journey, with a minimum charge of £35 plus VAT. **2.2.7** Any extension of the hire period must be agreed in advance with the Company and may incur additional administration charges over and above the additional rental charges.

**2.3 Payments** **2.3.1** In the event that the start date of the contract is less than 14 days from the time of booking then the full hire cost must be paid at the time of booking. **2.3.2** Failure to pay the deposit or any balances due will result in the booking fee being forfeited and the hire contract being cancelled. **2.3.3** For up-to-date scale of charges and price lists please visit the Company's website [www.locitd.com](http://www.locitd.com) or telephone 01306 710100. **2.3.4** At no time does the ownership of the rental vehicle pass to the Customer. **2.3.5** The client gives the Company permission to make any charges for outstanding costs against the debit or credit card used to make the booking. **2.3.6** VAT is applicable to all prices (expressly described as VAT) and will be added at the prevailing rate.

**2.4 Damage & Loss Deposit** **2.4.1** The Customer must return the vehicle in the same condition as it was prior to the rental period. The Customer is responsible for any repair or refurbishment costs required to return the vehicle to its condition prior to the rental as well as costs incurred by direct consequence of such repairs or refurbishment being carried out, including but not limited to loss of business due to unavailability of the vehicle. This will include damage caused by kicking, bucking, chewing, biting or pushing the vehicle or equipment supplied. **2.4.2** A £150 Damage & Loss Deposit is required at the time of collection. **2.4.2.1** The Damage and Loss Deposit will increase to £500 if an uninsured animal are to be transported. **2.4.3** The Customer will indemnify the Company against all and any damage however so caused to any of the following during the contract period, which for this purpose is from when the vehicle is collected to when it is returned. **2.4.3.1** All equipment, fixtures and fitting including partitions, kick panels, doors, ramps, electrical equipment, mechanical equipment, soft furnishings, any accessories, utensils or any other equipment. **2.4.4** Any damage however caused by the Customer, Customer's animal/s, Customer's representatives, family, friends or employees will be deducted in full from the damage and loss deposit. Should the damage or repair or cleaning cost be greater than the Damage and Loss Deposit, the Customer will be charged the full amount which will be charged to the Customer's debit/credit card. **2.4.5** Damage to the glass, windscreen, tyres and upholstery are not covered by the insurance and therefore the Customer is liable for the cost of repair or replacement of any of these items in full. **2.4.6** The Company reserves the right to take any monies owed by the Customer from the Customer's debit/credit card without further notice or authority being needed once the contract has been signed. **2.4.7** The Company shall have the right of general lien against the Customer if any moneys or liabilities are not forthcoming at any time from the time the contract is signed until all monies owed are paid. **2.4.8** Below are some items that will be charged against the Damage & Loss deposit and their costs: This is not an exhaustive list:

- Repairs & Replacements of damaged items at full cost
- Loss of Keys £160 + all associated costs
- Satellite Navigation (If supplied) £350
- CCTV (if supplied) £335
- Vehicle Interior cleaning £75
- Replacement Fuel £1.30 per litre plus vat

**2.4.9** Any loss or damage must be notified to the Company immediately in writing by email to [contact@locitd.com](mailto:contact@locitd.com). **2.4.10** The mileage driven per day (24 hour period) is limited/ restricted to 200 miles. Any miles driven over this upper limit will be charged to the debit card given by the customer to the Company at £0.25 plus vat per mile. **2.4.10** The fees and expenses of any repair work undertaken without the written consent of the Company will not be reimbursed to the Customer.

### **2.5 Deposit Refunds**

**2.5.1** Any deposits taken at the time of booking will be returned to the Customer within 5 days of the completion of the contract subject to no misuse, damage or any other reason that would require the Company to deduct monies from the deposit. Any deposit remaining after deductions will be returned to the Customer within 5 days of the completion of the necessary work.

**2.5 Remedial & Repair Work** 2.5.1 In the event of repair/ remedial work due to damage or loss whilst the vehicle is on hire, the Company will charge the Customer for loss of business while the vehicle is off the road for repair works at a rate of £100 plus VAT per day.

### 3. Safety & Abuse

**3.1 Safety** 3.1.1 At all times the safety of the Customer, the Customer's representatives, family or employees, agents and employees of the Company and that of any animals is paramount. It is requested that any person involved in the loading, unloading or transporting of the animals should at all times wear the correct footwear, gloves and most importantly head protection.

**3.2 Abuse** 3.2.1 LOC Ltd as the Company nor any of its agents, employees or anyone else associated with the Company condones the use of violence to force animals, including horses to load. If any such actions are proven the contract will be terminated and the offender will be reported to the relevant authorities.

### 4. Conditions of Rental

**4.2 The Customer** 4.2.1 The Customer must have a valid debit/credit card, which will be used to pay for the rental at time of booking. 4.2.2 The Customer must be a UK resident. 4.2.3 The Customer must hold a clean, valid UK driving licence. The driving licence must have the C1 categories. The licence must have been held for 5 years and be clean of any points or endorsements. 4.2.3.1 The Customer must produce both the photo card and the paper counterpart of the licence at the time of collection. These will be photocopied at the time of collection. 4.2.4 The Customer must be over 25 years of age and under 65 years of age. 4.2.5 The Customer must produce 2 independent forms of identity, which show their current address. Acceptable documents must be dated within the previous 3 months and may include utility bills, bank or credit card statements. 4.2.6 The Customer must produce valid insurance documents for the horse/s that will be transported in the rental vehicle. If the horse/s are not insured then the Damage and Loss deposit will be increased to £1000. 4.2.7 The Customer must not have any previous convictions for alcohol or drug related traffic offences. 4.2.8 At no time shall the Customer use the vehicle for anything other than carrying their own horses. 4.2.9 The Customer will not use the vehicle for hire or reward or let any other person drive the vehicle unless they are a named driver on the rental contract. 4.2.10 The Customer will return the vehicle with a full tank of diesel. 4.2.11 The Customer will be responsible for any fines for road traffic offences including parking/clamping/bus lane and speeding fines. 4.2.12 Under no circumstance can any vehicles hired from LOC Ltd be taken out of the UK unless prior written consent has been granted.

**4.3 The Company** 4.3.1 Will provide the Customer with; 4.3.1.1 A legal rental agreement. 4.3.1.2 A copy of these Terms and Conditions. 4.3.2 A vehicle with a full tank of fuel. 4.3.3 Instruction manual & demo of the vehicles controls during vehicle familiarisation. 4.3.4 A vehicle condition report at the start of the rental period. 4.3.6 A vehicle condition report at the end of the rental period. 4.4 If circumstances or events beyond the Company's control cause delays or stop the Company supplying the vehicle the Company cannot be held liable for any financial loss incurred by the Customer or any other person. 4.4.1 Any deposits will be refunded in full if the Company are unable to supply a vehicle due to circumstances or events beyond their control. 4.5 The Company reserves the right to change the Terms and Conditions of hire and its pricing structure at any time without written notice. The Company further reserves the right to decline hiring vehicles to individuals or companies at its own discretion.

### 5. Horses

5.1 All horses by law must be transported with an equine passport for every journey. 5.2 The Customer is responsible for the safety, health and welfare of the horse/s being transported and any passengers being carried. 5.3 All horses being transported must be named on the contract and must have insurance which covers them whilst being transported.

### 6. Vehicle and Possessions Theft

6.1 In the event of the vehicle being stolen or theft of possessions the Customer MUST immediately notify the Police. 6.1.1 The Customer must obtain a Police Crime Reference Number 6.2 In the event of the vehicle being stolen the Customer must contact the Company and notify them of the circumstances and give the Company the Crime Reference Number. 6.3 If horse/s were onboard at the time of the theft the Customer should notify the owners of the horse, if they are not the owner, and notify their insurance company. 6.4 If the Customer left the vehicle unattended with the engine running or with the keys in the vehicle or left the vehicle unlocked then they will be responsible for the full replacement cost of the vehicle and the value of any business lost by the Company. The replacement cost of the vehicle is £19,500 plus vat, plus £100 per day for loss of use. 6.5 It is recommended that the Customer has their own insurance to cover for the loss or theft of their own equipment, personal possessions, horses and any liabilities they may incur during the hire contract. The Company does NOT offer any insurance or accept any liability for any personal possession or animals being transported. 6.6 In the event of measures by third parties, including attachment, confiscation or impounding of the vehicle, the Customer must inform the Company in writing immediately. The Company will then be entitled to take any and all measures it deems necessary to protect its rights. The Customer will be liable for all damage, costs and expenses associated with such action and for any direct or indirect consequential damages (such as loss) to the vehicle unless it is demonstrated that the Company is responsible for such confiscation or impounding.

### 7. Insurance

7.1 All Vehicles are comprehensively insured, however an excess of £800 is payable for any claim made against the insurance. This excess is the responsibility of the Customer and will be paid by the Customer to the Company immediately a claim is made if: 7.1.1 The damage is caused by the Customer's horse/s or by negligence of the Customer, Customer's representatives or employees however so caused. 7.2 Any items that are not included in the insurance which are damaged however caused by the Customer, the Customer's representatives, the Customer's family or friends, Customer's employees or Customer's horse/s or other pets will be paid for in full by the Customer. 7.3 Any personal possessions or equipment carried on or within the vehicle is the sole responsibility of the Customer. No claim for damage or loss however caused will be made against the Company, agents or representatives of the Company or any employees of the Company. 7.4 Customers are advised to arrange their own personal and horse insurance in case of injury or loss of their horse/s or personal effects. 7.5 The Company's vehicle insurance **does not** cover the Customer for any loss or damage to personal possessions or loss, injury or death to the horse/s being transported. The Company, its agents or employees do not accept any responsibility or

liability for the loss, damage, injury or death how ever this may be caused for the Customer's personal possessions or horse/s. **7.6** Should the Customer make any false declaration/s relating to the hiring of the vehicle or breach these Terms and Conditions during the hire period or knowingly sign the contract when not legally entitled to drive the vehicle which results in the insurance cover being cancelled then any damage or loss however caused will be the sole responsibility of the Customer, along with any costs or loss of business incurred by the Company caused by the uninsured damage or loss. **7.8** Damage to the glass, windscreen, tyres and upholstery are not covered by the insurance and therefore the Customer is liable for the cost of repair or replacement of any of these items. **7.9** The client shall fully indemnify the Company, its agents, directors, associates, or employees for any loss, damage, death or injury to personal goods, possessions, third party claims, horses, other animals and claims made outside or not covered by the Company insurance policy for the vehicle whilst on hire.

## 8. Cancellation.

**8.1 Booking Deposit 8.1.1** Should the Customer decide to cancel the booking the following cancellations charges will apply: (cancellations must be made in writing to [contact@locltd.com](mailto:contact@locltd.com) and cannot be made by telephone conversations)

- 28 days or more before hire date 100% of deposit returned less £35+VAT admin fee
- Between 27 days and 14 days of hire date 90% returned less £35+VAT admin fee
- Between 13 days and 4 days of hire date 75% returned less £35+VAT admin fee
- Less than 72 hours from hire date – Nil returned

**8.2** Customers are advised to obtain their own insurance to safeguard against loss of deposit or cancellation.

## 9. Breakdown, Accident & Delays

**9.1** Whilst every effort is taken to minimise the chance of breakdown or accident during the contract period, all the Company's vehicles and trailers are not covered by full rescue and recovery services. **9.1.2** The Company cannot be held liable for any delays, curtailment of journey, or any costs or losses incurred by the Customer due to breakdown, accident or delays however they may be caused. **9.2** The Company cannot be held responsible for stabling costs or accommodation costs or for any other costs incurred by the Customer or any other person due to a breakdown, accident or delay. **9.3** If an accident occurs during the hire period the Customer must notify the police and the Company immediately **in writing**. **9.4** The Customer must complete an accident notification form (found in the vehicle information pack) and where possible take any photographic/video evidence and return along with the accident notification form as soon as possible after the accident. **9.5** Any essential equipment that is found to be faulty during the hire period such as lights, indicators or locks, can be repaired by a garage en route. The Customer should get a VAT receipt to be able to reclaim the cost of the repair. If the value of the repair is over £35 then the Customer must gain authorization in writing from the Company before the repair. **9.6** Any non essential faults should be notified to the Company when returning the vehicle. **9.7** If the Customer allows the vehicle to run out of diesel then any costs incurred in recovering or refueling will be the responsibility of the Customer. Any damage caused to the mechanical working of the vehicle due to running out of fuel will also be the responsibility of the Customer. **9.8** The Customer will inform the Company of all accidents, damage or breakdowns, even those which may have already been repaired, when you return the vehicle. The Customer will remain liable for any damages and costs incurred by the Company.

## 10. Care & Custody of the vehicle

**10.1** The vehicle must be kept locked and secured when unattended, the Customer is completely responsible for the safety and security of the vehicle and all of its contents at all times. **10.2** If the Customer uses the living area at the rear of the box then they must clean and tidy it before returning the vehicle. **10.3 Cleaning of the Vehicle. 10.3.1** The Customer must skip out the horse area prior to the return journey for the safety of the horse. **10.3.2** The Customer must clean out the stalled area prior to returning the vehicle and clear up any hay and sweep out the vehicle. **10.4** The vehicle is equipped with 1 fire extinguisher; misuse of this equipment will result in the loss of deposit. **10.4.1** The Company is unable to hire the vehicle with first aid kits (if supplied) that have been unsealed and used, therefore if the Customers needs to use any items from the first aid kit they will be able to take the complete first aid kit at the end of the hire period and a charge of £25 (this is the actual price of the replacement kit) will be made against the deposit. **10.5** In respect of vehicle maintenance, the Customer is solely responsible for checking and maintaining:

**10.5.1** The fluid levels, including oil, water and screen wash.

**10.5.2** Upholstery is kept clean and free from stains.

**10.5.3** All lights and indicators.

**10.5.4** The vehicle must not become defective or altered in anyway. **10.5.5** Any warning lights that come on must be notified to the Company immediately in writing. If warning lights are ignored, any resulting damage caused to the vehicle will be solely the responsibility of the Customer and any costs associated with repairing the damage, any loss of business due to loss of vehicle and recovery of the vehicle will be paid by the Customer. **10.6** The vehicle can carry a maximum of 2 horse/s, it is the Customer's sole responsibility to ensure that the cargo, including the horse/s, tack, luggage, supplies, food stuff and passengers does not exceed the maximum laden weight of the vehicle as indicated in the vehicle information pack.

**11. Pets 11.1** Pets are not allowed to travel in our vehicles. **11.2** No animals other than horses may be carried in our horseboxes unless authorized by the Company by prior arrangement and agreed in writing with the Customer.

**12. Smoking 12.1** The Company operates a **STRICT NO SMOKING** policy inside ALL our vehicles and trailers. ANY OFFENDER WILL FORFEIT THEIR DEPOSIT IN FULL plus pay the cost of fumigation! **12.2** All vehicles are clearly signed **NO SMOKING** this is for the safety of the horses and passengers as the horseboxes often carry highly inflammable materials such as hay, straw, bedding etc.

**13. Parking 13.1** The Customer may park their car at the Company's depot during the rental period but the Company has no liability, responsibility or risk relating to the vehicle. The Customer accepts all responsibility for their own vehicle whilst it is parked at the Company's depot.

**14. Data Protection Act (S) 1998 14.1** The Company, its agents, directors or employees may hold and process by computer or any other means the information supplied by the Customer in relationship with the rental of the vehicle. **14.2** Any information given by the Customer to the Company will only be used by the Company and will not be shared with any third party, other than the credit/debit card company for purpose of transacting payments. **14.3** The Company may use the Customer's information to inform the Customer about offers, new services and other relevant details.

**I have read and agree to abide by all the Terms and Conditions as stated above.**

Customer's Full Name (Printed) \_\_\_\_\_

Customer (Signature) \_\_\_\_\_

Customer's Address \_\_\_\_\_

Date of Birth \_\_\_/\_\_\_/\_\_\_\_\_ Telephone number \_\_\_\_\_

Drivers'/Customer's driving licence number \_\_\_\_\_

Date of hire from: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Insurance company/ policy of horses being transported \_\_\_\_\_

Names of horses being transported \_\_\_\_\_

Start mileage \_\_\_\_\_ Finish Mileage \_\_\_\_\_

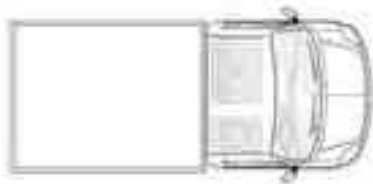
Deposit paid and amount \_\_\_\_\_

Signed on behalf of LOC Ltd \_\_\_\_\_

Date \_\_\_\_\_

### Vehicle Inspection Report

Fuel Tank    1/8    2/8    3/8    4/8    5/8    6/8    7/8    8/8



Notes

Customer Initials \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_

LOC Representative \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_

Before leaving the Company's depot, the Customer will check the condition of the vehicle. Where an apparent defect is found which is not already detailed on the vehicle inspection report, the Customer must inform the Company's representative immediately to update the vehicle inspection report before leaving the Company's depot.