

BRIDGWATER TRAILER CENTRE – TRAILER HIRE GENERAL TERMS AND CONDITIONS

The Hirer agrees:

1. **Definition:** The word 'equipment' shall include the trailer and accessories.
2. **Payment:** The hire charge shown in the Schedule must be paid in full prior to the commencement of the hire period.
3. **Deposit:** A deposit charge will be held on the hirer's card, on the understanding that it will not be used if the equipment is returned in clean and satisfactory order, at the agreed time, but otherwise will be used against the cost of necessary cleaning, maintenance, repair or replacement work, or additional hire charge.
4. **Hire Period:** The period of hire is understood to commence and finish on the dates and time shown in the Schedule. Should the Hirer not return the equipment at the agreed time the Hiring Company reserves the right to charge a penalty charge at a tariff equipment up to a quarter of the daily tariff shown in the Schedule for each hour over the agreed time. The hire period does not end until the equipment is returned or the full value of the equipment is paid to the Hire Company.
5. **Extension:** To obtain the consent of the Hiring Company before the end of the hire period if he wants to extend it.
6. **Removal from the UK:** Not to take the equipment outside the UK without the express written consent of the Hiring Company.
7. **Repair:** to keep the equipment in substantial repair and condition and replace all missing, damaged or broken goods or parts thereof with goods or parts of equal quality and value.
8. **Accident:** To inform the Hiring Company within 24 hours, excluding public holidays, or any accident (even if the equipment is not damaged), fire, theft, loss or damage to the equipment and of any fault therein which reasonably requires repair. The Hirer must not, in the case of damage or fault which makes the equipment unroadworthy, or liable to cause danger to any person or property, use the equipment until such damage or fault has been repaired or corrected.
9. **Indemnity:** To indemnify the Hiring Company against any loss it suffers in consequence of any damage, fire or theft to or of the equipment and any claims made by any person in respect of the equipment whilst it is in the custody of the Hirer.
10. **Liability:** The equipment is received free from defects or damage (except as shown in the Schedule) and acknowledges that the Hiring Company has no liability in respect of any injury, loss or damage arising from the use of the equipment.
11. **Property:** The equipment remains the property of the Hiring Company at all times. The Hirer shall keep the equipment free from lien, distress, execution or other legal process and refrain from prejudicing the Hiring Company's rights in the equipment.
12. **User:** To use the equipment in a proper and careful manner, within the confines of the law and only for social domestic pleasure and business purposes, excluding any race, competition or trial.
13. **Return:** To return the equipment to the Hiring Company at the end of the hire period to the Hiring Companies address from which the equipment was let, in the same condition that it was at the commencement of the hire (normal wear and tear accepted).
14. **After Hire:** The Hirer shall at the request and cost of the Hiring Company do and concur in doing and permit to be done in his name or by his appointed agents all such acts and things as may be necessary or reasonably required by the Hiring Company or insurer of the equipment for the purpose of enforcing any rights or remedies or of obtaining relief or indemnity from any other parties in respect of any loss or damage to or in connection with the equipment during the hire period, and the Hiring Company shall account to the Hirer for any sums recovered by the Hiring Company and due to Hirer from any such other parties under this clause, after setting off any outstanding liability of the Hirer to the Hiring Company.
15. **Insurance:** The Hirer shall be responsible for the insurance of the trailer up to the full market value including any third party liabilities.
16. **User:** the Hirer shall not allow the trailer to be used:
 - a. For the carriage of passengers, for driving ution or any unlawful purpose;
 - b. To carry more load than that recommended by the manufacturer;
 - c. By any person other than the Hirer or persons named in the Schedule with the exception of a qualified motor vehicle repairer in the event of an accident or breakdown.
17. **Towing:** The Hirer agrees that his car will be fitted with a 50mm towing bracket and 7 pin lighting socket to current UK legal standards.
18. **Wheels/Tyre:** The Hirer will be held responsible for payment and replacement damage to wheels whilst the equipment in in the custody of the Hirer.
19. **Non-Compliance:** If the Hirer does not comply with any of the General of special conditions he shall be bound to:
 - a. Return the equipment to the Hiring Company immediately;
 - b. To pay the Hiring Company on demand the full value of any loss it suffers.