

## Trailer Hire: Terms and Conditions

### Identity Definitions

These terms shall apply to the hire of the trailer (Trailer) that we supply to you (Hirer). For the purpose of the following conditions of hire, the person hiring the trailer shall be called the 'Hirer'. All trailers are wholly owned by MOTOTOW, who shall be called the 'Owner'. The trailer rented by the 'Owner' to the 'Hirer' shall be called the 'Trailer' which has been identified in this Rental Agreement

### Payment

Payment for hire can be made by either cash, credit or debit card. Security deposits can only be taken via credit or debit card. We reserve the right to debit the cost of any loss or damages to the trailer whilst on hire up to the full replacement cost stated on page 2 of this agreement.

Reservation deposits are non-refundable. A deposit is payable by the Hirer before the time of collection. The Hirer is required to pay the rental charge in full, prior to collection. Long term hires must be paid monthly, on or before the commencement of the following months hire period. Failure to do this will incur a late payment charge.

### Trailer Security, Safety

The Hirer agrees to minimise the risk of damage to or loss of the trailer at all times by employing the most practical and diligent methods of security at all times during the hire period. The Hirer is responsible for the replacement costs to any item lost or damaged during the hire period. The Hirer as a condition precedent to liability agrees that any security devices provided by the owner will be fitted when the trailer is not in use. If a wheel clamp is provided the Hirer must fit it to a rear wheel. The Hirer must be legally able to tow the trailer in accordance with the UK licensing laws. The Hirer agrees to load a single motorcycle in the centre of the trailer, 2 motorcycles on the 2 outside rails, and 3 with the centre motorcycle facing backwards. The maximum combined weight carried on the trailer must not exceed 500kg as not to overload the trailer.

### Tow Vehicle Suitability & Trailer Use

The Hirer must ensure that the tow vehicle is suitable to tow the expected weight of a fully loaded trailer. The tow vehicle must be fitted with an EC type approved tow-bar, 50mm ball and a standard 12 volt 7 or 13 pin electrical connection socket. The Hirer agrees to load the trailer within the manufacturer's limits and to transport the trailer within the UK highway regulations. The Hirer shall not make any repairs or adjustments without permission and advice from the Owner. It is the Hirer's responsibility to ensure that the Trailer is fitted with a legal number plate that matches the tow vehicle. This MUST be fitted before the Trailer leaves the Owner's premises. Trailers are not to be written on or have items stuck to them. The Owner reserves the right to charge any costs incurred removing any writing or stickers.

### Trailer Inspection and Return

Prior to the Hirer accepting the trailer, a visual inspection should be carried out by the Hirer. Any marks or damages should be pointed out to the Owner and noted on this hire agreement. Any damages that are not noted prior to the trailer being accepted will be charged to the Hirer.

A similar inspection shall be carried out upon return of the trailer by the owner and any damage will be recorded and charged for. The Hirer shall return the trailer at the agreed time and location. Any change must be agreed in advance with the Owner. In the event of a change to schedule instigated by the Hirer, the Owner reserves the right to make a reasonable surcharge if this causes a disruption. The Hirer shall return the trailer in the same clean condition. The Owner reserves the right to make a surcharge of £30.00 if the trailer is not clean to a reasonable standard. Any accessories that are loaned with the trailer should be returned in the way in which they were loaned (i.e. cargo straps rolled up and stored) a £30.00 restocking fee may be charged if this is not done.

Straps provided are considered suitable for use when securing motorcycles only, the hirer is responsible for the correct use of these when securing the load, no liability will be taken for incorrect use of provided straps of any damage caused by them not being used correctly.

### Insurance & Liability

It is the responsibility of the hirer to ensure that they are towing the trailer legally in accordance with the restrictions on their licence, towing vehicle and the towing vehicles insurance. The Hirer agrees that the valuation of the trailer together with the associated accessories & security devices. The Hirer is liable for the full cost of replacement or repair if the trailer is damaged, stolen, lost, impounded, or involved in an accident during the hire period. It is The Hirer's responsibility to contact the motor insurance company of the towing vehicle, to inform them of the hire of the trailer and to seek adequate public liability cover. The Hirer must provide an insurance certificate showing that the tow vehicle is insured to tow a trailer. The responsibility and liability of the trailer and contents passes to the Hirer on the signing of the hire agreement and the trailer is then used entirely at the Hirer's own risk. The Owner shall not be liable for any indirect or consequential loss arising out of

in connection with these conditions or their subject matter even if the Owner had notice of the possibility of such loss. The Hirer shall 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 Owner, shall not be liable for death or any injuries caused to the Hirer or any third parties arising out of the use of the trailer during the hire period. The Owner shall not be liable for any consequential losses arising out of the use of the trailer. A trailer which is not returned by the end of the agreed hire period will be assumed to be stolen. This will be immediately reported to the police and Hirer's documents will be passed to the relevant authority to assist with recovery and prosecution. The Hirer agrees to pay the Owner the full value of the trailer and associated devices if the trailer is stolen, lost, destroyed, confiscated or not returned under any other circumstances. The full amount will become due at the end of the hire period. The Hirer will be liable to pay the Owner the ongoing weekly hire rate from then on until the full cost has been paid in full. The Hirer agrees to pay the Owner the full cost of any parts and repairs for any damage to the trailer. The parts and repairs will be sourced from and carried out by MOTOTOW. The Hirer shall be liable for any legal, court or other costs associated with the recovery of the trailer, the cost of the trailer or the cost of any parts and repairs as a consequence of the Hirer breaching these conditions of hire. The Owner reserves the right to cancel hire in the event of unforeseeable or uncontrollable circumstances such as theft, accident or late delivery of the trailer. In this case the reservation deposit will be returned in full.

#### General

The trailer remains the property of the Owner at all times during the period of hire.

The Owner shall not be liable for any injuries caused to The Hirer, any third parties or to any goods/items transported arising out of the use of the trailer during the hire period. The Owner shall not be liable for any consequential losses arising out of the use of the trailer. The trailer shall not be used for any application other than its intended purpose. The trailer shall not be transported outside of the UK mainland, unless permission has been granted by the owner. The Owner reserves the right to recall the trailer at any time during the hire period if there is evidence that the Hirer is in breach of these conditions, abusing the hire facility or if the trailer is in a situation of significant risk of loss, damage or theft. The Hirer shall be liable for any costs incurred by the Owner. The Hirer understands that in the event of such termination or repossession, he/she has no right to a refund of any part of the rental charges or deposit. The Hirer must be over 25 years old. 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. These terms together with the 'Trailer Hire Agreement Contract' and supporting documents together with the "The Terms & Conditions" represents the entire agreement between the parties in relation to its subject matter and supersedes all previous oral and written communication. No variation of these conditions shall be binding on the Owner unless made in writing and signed by an authorised signatory of both the Owner and the Hirer. The Hirer may not assign, sub-contract, sub-licence or otherwise transfer any of its rights or obligations under the Agreement without the Owner's prior written consent signed by the authorised signatory. This agreement shall be construed in accordance with English Law the English Courts shall have exclusive jurisdiction. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement.

#### Cancellation

Hire Periods less than 14 Days: If cancelled within 48 hours of the commencement of hire a full fee will apply.

Hire Periods More than 14 Days: If cancelled within 7 Days of the commencement of hire a full fee will apply.

#### Additional Charges

- Late Return: If the trailer is returned later than the time specified then a charge of up to the full daily hire rate (Max £99.00) will be incurred. In some cases this may be levied if prior notice is given and it does not inconvenience other users.
- Late Payment: For any trailer hired on a repetition basis (i.e. monthly) payment for hire must be received by the owner on or before the commencement of the hire period. If payment is not received by this time a late payment fee of 10% of the monthly hire amount will be charged.
- Re Stocking: If a trailer is not returned to us in the same condition in which it was collected then a restocking fee of up to £45.00 will be charged. All trailers must be cleaned of any foreign items before being returned. Any accessories loaned with the hire trailer must be returned as they are loaned (i.e. cargo straps rolled up and returned to their storage box).
- Lost Keys: All trailers are supplied with keys for the relevant security. Failure to return the keys at the end of the hire period will result in a charge for £150.
- All trailers are fitted with secure markings / gps trackers, these must not be defaced/altered/tampered with. The tracker (if fitted) is only activated should the trailer be stolen.

These charges and conditions are acknowledged and accepted by the hirer by signing this agreement.