

Hire Agreement

1. Definitions

- 1.1. The "Company" is DAC Event Logistics trading as Just-So Equestrian Events and/or their subcontractors or agents.
- 1.2. "Reference" refers to the unique identification used by the "Company" to identify a specific item of "Hire Equipment".
- 1.3. "Hire Equipment" refers to the specific item or items being hired as detailed in schedule 1 of this hire agreement.
- 1.4. "Distinguishing Features" refers to any marks or characteristics which is specific to the "Hire Equipment".
- 1.5. The "Period of Hire" shall be a fixed period specified in schedule 1 of this hire agreement.
- 1.6. "Start Period of Hire" shall be a fixed date specified in schedule 1 of this agreement.
- 1.7. "End Period of Hire" shall be a fixed date specified in schedule 1 of this agreement.
- 1.8. "Hire Charge" refers to the amount payable in pounds sterling covering the "Period of Hire".
- 1.9. The "Hirer" is a person over the age of 18 hiring the "Hire Equipment" from the "Company".

2. Conditions

- 2.1. Unless stated in writing the "Hire Equipment" is subject to the terms and conditions as set out in this hire agreement.
- 2.2. The "Company" reserves the right to decline the hire of "Hire equipment" without giving a reason.

3. Contract

- 3.1. You may place your hire order with the "Company" by email (or other similar electronic communication), phone (including text) or in person.
- 3.2. Upon request the "Company" can provide a quote confirming availability (or otherwise) of the "Hire Equipment" and state total costs including delivery or other applicable charges.
- 3.3. On hiring the "Hire Equipment" the "Company" will provide the "Hirer" with a signed copy of the hire agreement which includes these terms and conditions.
- 3.4. From time to time the "Company" may update the terms and conditions of the hire agreement, however current hire agreements will not be affected.
- 3.5. Should there be any need to clarify any of the terms and conditions, the "Company" should be contacted in writing.

4. Hire charges

- 4.1. The "Hire Charges" published in any of the "Company's" material (including website) are for guidance only and does not constitute an offer.
- 4.2. The "Hire charge" will be reviewed annually by the company and the hirer will be notified of any changes via email.
- 4.3. Any increase in the "Hire Charge" will not affect the "Hirers" current hire agreement.

5. Insurance

- 5.1. Due to the high value of the "Hire Equipment", the "Hirer" is required to ensure that the "Hire Equipment" is insured to cover loss, damage or theft during the "Period of Hire".

6. The hirers responsibility

- 6.1. The "Hirer" should inspect the "Hire Equipment" before signing the Hire Agreement and should notify the company of any unlisted damage or other concerns as soon as reasonably practicable.
- 6.2. Unless fitted by the "Company", it is the "Hirer's" responsibility to ensure that the "Hire Equipment" is the correct fit for the horse it is to be used on. The "Company" recommends contacting your local side saddle association representative for advice and guidance. (www.thesidesaddleassociation.co.uk).
- 6.3. The "Hirer" is required to contact the "Company" to gain authorisation for any repair work that needs undertaking to the "Hire Equipment". In respect of the "Hire Equipment" being a side saddle the "Company" requires all repair work, (with the exception of minor stitching repair work), to be undertaken by a saddler experienced in working on side saddles. Flocking of panels must always be undertaken by a side saddle specialist.
- 6.4. During the "Period of Hire", the "Hirer" will be responsible for the maintenance and safe custody of the "Hire Equipment", which includes adequate insurance as stated in 5.1.
- 6.5. Only the "Hirer" is permitted to use the "Hire Equipment" outlined in schedule 1 of this hire agreement, unless the "Hire Equipment" is being hired for a named person and that person has the consent of the "Company".
- 6.6. It is the "Hirers" responsibility to ensure that the "Hire Equipment" should be inspected each and every time before every use and be satisfied that the "Hire Equipment" is in a safe condition.
- 6.7. The "Hirer" must notify the "Company" of any changes of contact details as soon as reasonably practicable.

7. Payments

- 7.1. Full payment of the "Period of Hire" must be made by bank transfer (Account Number: 53488187, Sort Code: 20-54-25) or by PayPal ('DACEL@btinternet.com') prior to the "Hire Equipment" being released to the "Hirer" unless the "Hirer" and the "Company" agree otherwise in writing.
- 7.2. Due to the high cost of processing cheques, payment made by cheques will not be accepted by the "Company".
- 7.3. The "Company" is willing to enter into alternative payment options with the "Hirer" providing the "Company" and the "Hirer" are in full agreement with the terms.

8. Early Termination of Hire Agreement

- 8.1. For whatever reason the "Hirer" can terminate early from the "Period of Hire", however the "Hirer" will still be liable for the following "Hire Charges":
 - 1 month's hire – the full "Hire Charge" will apply.
 - 6 months hire – At least 3 months "Hire Charge" will apply and include any additional days over the 3 months worked out on a pro-rata basis.
 - 1 years hire – At least 6 months "Hire Charge" will apply and include any additional days over the 6 months worked out on a pro-rata basis.

- 8.2. Any additional days hire fee will end when the "Hire Equipment" is in the safe custody of the "Company".
- 8.3. Any refunds owed to the "Hirer" will only be paid by the "Company" when the "Hire Equipment" is in the safe custody of the "Company".

9. Returning saddles

- 9.1. The "Hirer" is required to give the "Company" 1 months' notice if they are wishing to return the "Hire Equipment" at the end of the "Period of Hire" and this shall be made in writing via email to 'just-soequestrianevents@hotmail.com'.
- 9.2. It is the "Hirer's" responsibility to return the "Hire Equipment" to the company at the "Hirer's" expense.
- 9.3. The "Hirer" must return the "Hire Equipment" to the "Company" within 5 working days after the "End Period of Hire" otherwise the "Hirer" will be liable for an surcharge of £5 per day, until such time that the "Hire Equipment" is in the safe custody of the "Company".

10. Other

- 10.1. The "Company" reserves the right to inspect the "Hire Equipment" at any reasonable time to ensure that it is being maintained in good repair and fit for purpose.

Sample Agreement