

## **Finishing Line Horsebox Hire – Terms and Conditions**

### **We will provide the hirer with the following:**

- A rental agreement for the period of hire, signed by both parties to confirm agreement to all terms and conditions held within this contract
- Comprehensive vehicle insurance for the period of hire
- A full tank of fuel upon hire of the vehicle (which is to be returned full)
- Full instruction on how to operate the vehicle on video which is sent on booking conformation
- A detailed inspection video detailing the condition of the vehicle prior to hire
- A detailed inspection video will be taken on return of the vehicle
- 24hr roadside recovery
- A vehicle fitted with cameras inside the stalls and outside reverse cameras
- Use of parking facilities for one (1) car, however the hirer accepts all risks, liabilities, and responsibility for the vehicle whilst parked.

### **The Hirer**

We will carry out a driving licence summary check at the time of booking and immediately before the hire date to check the following: The hirer must:

- Between 25 and 75 years of age inclusive during the rental term without prior insurers agreement
- Not have had their licence suspended for any period within the last three years
- Not have been involved in more than one fault incident within the last three years
- Have no more than two convictions with a maximum of 3 points per conviction
- Not have obtained a BA, DD or UT conviction
- Hold and have held at the Pickup Date, for at least 2 consecutive years, a valid UK Driving Licence.
- A £200 cash bond is payable upon collection of the vehicle, which is fully refundable if no damage to the vehicle is caused
- You and any other hirer of the vehicle must not:
  - Use the vehicle for any illegal purpose, which includes:
    - Using the vehicle for testing the vehicle 's reliability or speed
    - Teaching someone to drive
  - The hirer shall ensure that the vehicle is locked and immobilised when unattended and that the keys are kept on his / her person.
  - The hirer agrees to return the vehicle to Finish Line Horsebox Transport in the same condition they received it.
  - No one other than the hirer named in the rental agreement may drive the vehicle
  - Using the vehicle whilst under the influence of alcohol and/or drugs.
  - The hirer agrees not to use the vehicle in violation of the law, nor remove the vehicle from the UK.

- The hirer hereby warrants and undertakes to supply accurate information and shall adhere to all terms and conditions set within this agreement:
  - signed acceptance of these terms
  - Proof of authorisation of online payment from the hirer
  - Copies of all driver's licences
  - Copies of two utility bills dated within the last 3 months
  - signed hire agreement on pick up and return

## **Responsibilities**

- The hirer is responsible for the safety and welfare of all horses and individual horses must be insured.
- The hirer accepts full responsibility for damage or injuries suffered by the hirer, horses, individuals or third party.
- The hirer is responsible for all damage to the vehicle by horses, individuals and third parties.
- The hirer agrees that he/she is liable to pay the costs of repair to any damage caused by their livestock during the hire period.
- The hirer is responsible for any loss or damage to the vehicle caused by negligence, misuse or otherwise, whether such loss or damage was caused by the hirer.
- The hirer will pay for costs of repair of any interior or exterior damage or loss to the vehicle or its equipment.
- The hirer shall not sell, assign, lend, let or hire the vehicle, remove any items from the vehicle, give possession of the vehicle to any individuals, nor attempt to remove or interfere with any identification marks or plates on the vehicle.
- The hirer must not grant anyone legal rights over the vehicle.
- The hirer authorises Finishing Line Horsebox Hire to verify through credit agencies, the Driver and Vehicle Licensing Agency or any other sources, personal, driving and credit information provided by the Hirer and any additional drivers overleaf.
- The hirer must look after the vehicle and the keys to it.
- The hirer must always keep the vehicle always locked securely when unattended, ensuring use of all security device(s) fitted to or supplied with the vehicle.
- The hirer must always keep the keys about his / her person. The hirer agrees that in the event of theft he/she will be liable to pay an excess of a minimum of £500.
- The hirer must protect the vehicle against any adverse weather conditions, which may cause damage to the vehicle. In the event of ice or moderate snow we may make the decision to terminate the hire, this is for the safety of the hirer and vehicle. The deposit will be refunded or transferred onto another date.
- The hirer must ensure that he / she uses the correct fuel for the vehicle, which is pump DIESEL. Finishing Line requires a receipt for proof of purchase.
- The hirer must let Finish Line know as soon as he / she becomes aware of any fault in or with the vehicle. The hirer must not let anyone work on the vehicle without the permission of Finish Line.
- The hirer will only receive a refund if he/she has a valid VAT receipt for the work, and the works carried out have been authorised by Finish Line.

- The hirer must return the vehicle on the return date. Until the vehicle is safely returned to Finish Line the hirer will remain responsible for the vehicle.
- The representative of Finish Line must inspect the vehicle before bond is handed back to them so that they can ensure that they are satisfied with the condition in which it has been returned.
- The hirer must complete a handover condition video for the vehicle with a representative of finish line to identify the state of repair of the vehicle and any damage prior to its pickup.
- The hirer must also complete a return video with Finish Line to identify the state of repair of the vehicle and any damage upon return. Any points as to the state of repair on which the hirer disagrees must be clearly identified. In the absence of such identification, the hirer will be deemed to accept the content of the return video in its entirety.
- Before the hirer returns the vehicle, he / she must ensure that no personal belongings are left in the vehicle.
- The vehicle is not designed to carry more than the recommended combined weight of 3.5 tonne.
- The hirer is liable for the loading and weight restriction on the vehicle.
- The hirer must comply with the legal load and weight regulations; Finish Line is not responsible for overloading. Should the vehicle be confiscated due to overloading, all fines, charges & lost revenue will be charged to the Hirer.
- It is the sole responsibility of the hirer to ensure that horses are insured to travel and travel with passports.

### **Care of Vehicle**

- The condition of the vehicle upon its return will be compared against the condition of the vehicle upon its pickup by reference to the difference, if any, described in the handover condition video and the return video. Provided the vehicle is returned on the return date in the same condition as at the pickup date with a clean interior and there are no other extra charges, the £200 deposit will be returned in full.
- Should the vehicle be returned in a worse condition than at the pickup, then repairs, replacement or cleaning costs will be charged, up to and including the full £500 however the damage is caused (examples include by horse or other people).
- The hirer is liable to pay the Insurance Policy Excess of £500 per incident if costs of repairs are expected to exceed this amount. This paragraph is without prejudice to the rights of Finish Line to recover from the hirer, whether under these terms or otherwise, any sums due in excess of the rental deposit for damage or loss howsoever caused to the vehicle during the Rental Term.
- The following surcharges may be charged to the Hirer after returning the vehicle and deducted from the damage deposit. Published rates must be paid on the day of hire to Finish Line.
- Excessively dirty interior or exterior - £50 (no pets allowed in the cab)
- Complete Ban on smoking if not adhered to - £50.
- Low fuel is a £25 charge plus the fuel cost

## **Insurance**

- Any driving offences committed whilst the vehicle is on hire will be the responsibility of the hirer, the person who signed the documentation for terms and conditions and whose license has been photocopied by Finish Line. - The Hirer must pay all fines and costs (including court costs) incurred for parking, traffic, congestion charges or other offences, (including any costs which arise if the vehicle is clamped).
- The hirer must pay to the appropriate authority any fines and costs if the authority demands this payment. If not, the hirer will be responsible for paying any costs and reasonable administration charges incurred by Finish Line in dealing with these matters. Any fines incurred and not apparent until a later date will be forwarded to the hirer (such as speeding tickets).
- The hirer is liable for any charges arising from HMRC or Immigration Authorities seizing the vehicle, together with a loss of income charge for the full period during which the Owner cannot rent out the vehicle consequently.
- The hirer must pay the daily rate for everyday there is failure to return the vehicle to the pickup point 8am-7pm. An hourly late fee will be charged at £25 per hour.
- Insurance for the vehicle for the period from the Pickup Date and time to the Return Date and time as stated above is arranged through Finish Line.
- The cost of the Insurance is included within the Rental Payment. Full details of the Insurance are available.
- The vehicle will be checked for damage before and after hire by Finish Line. If the vehicle is damaged whilst under the hire period with the hirer, Finish Line will retain the £200 deposit provided by the hirer. The final cost of repair will be assessed by the authorised vehicle repair specialist, and Finish Line will agree a final settlement figure with the hirer.
- The hirer shall be liable for the first £500 of each and any claim(s) made under the Insurance, such sums to be deducted from the damage deposit and if insufficient paid by the hirer within 7 days of written demand.
- Finish Line reserves the right to act against the hirer to recover the full cost of all loss, repairs and damage suffered by the vehicle during the rental term, which are not covered by Insurance.

The following are excluded from the Insurance cover:

- Damage to the windscreen and windows
- Damage to tyres caused by braking, punctures, cuts or bursts
- Mechanical, electrical, electronic, computer failures, breakdowns or breakages
- Loss of use, wear and tear, depreciation in value of the vehicle after a claim has been made under the Insurance policy
- Claims involving fraud or deception
- Claims resulting from "taking away" incidents where the vehicle is taken by a member of your family, household or by someone with a close personal relationship with you
- Claims resulting from anyone driving the vehicle with or without your permission who has not been included in the hirer's profile
- Theft as a result of keys remaining in the vehicle whilst unoccupied, loss or damage to, or theft of, the radio, stereo equipment, or aerials

- Interior damage including burns to seats, carpets and other damage, vandalism damage of any kind to the vehicle
  - Damage or loss of personal effects within or from the vehicle
  - Excludes human error – incorrect fuelling, running out of fuel, being bogged or ditched, keys locked in vehicle, loss of keys etc.
- The hirer is entirely responsible for the security of the vehicle. The hirer must ensure that, if the vehicle is left unattended at any time, it is securely locked and parked in a safe, well-lit location. The hirer must take every precaution to prevent loss from or theft of the vehicle.

### **General requirements**

- A full tank of fuel is supplied upon pick up of the vehicle and the hirer must return the vehicle with a full tank of fuel. Any fuel shortage will be charged to the hirer plus £25. The hirer will be liable for all repair costs if the incorrect fuel type is used.
- The hirer is responsible for the regular checking of oil and water levels and the use of the correct type of fluids during the rental term. The correct oil is supplied in the vehicle; do not use any other oil.
- Transporting generators that require fuel can invalidate the insurance. Therefore, generators are not permitted.
- 200 miles maximum per day allowance and a charge of 50p per mile after.

### **Cancellation**

- All cancellations must be put in an email to finish line and are charged as follows. Cancellations made 72 hours or less before the date of booking will be charged a cancellation fee of the full transport cost. Cancellations made after receiving the deposit but before 72 hours cut off will be charged a cancellation fee of your deposit.
- Every effort is made to ensure that the vehicle reserved is available. If due to circumstances beyond Finish Lines control, which could not reasonably have been foreseen or avoided at any point up until the pickup date, the deposit will be refunded. Finish Line cannot accept responsibility or pay any compensation, costs or expenses where the performance of the rental contract Finish Line is prevented or affected, or you otherwise suffer any loss or damage as a result of events beyond Finish Lines reasonable control.
- The vehicle will be available for pick up from the pickup location on the date booked and must be returned on the agreed day and time. Any delay in returning the vehicle will result in the hirer being charged the hourly rate for each day which the hirer fails to return the vehicle. No refund is given for an early return of the vehicle. 8am-7pm is classed as a full day.

### **Breakdown / Accidents**

- The hirer acknowledges upon pick up, the rental of the vehicle and the contents as free from any defect or damage, fit for purpose and complete other than as specified in the condition video. On pick up, you are advised to check the vehicle thoroughly before departure. The breakdown or malfunction of equipment after the vehicle has been handed over by Finish Line will not be accepted as reason to abort or cancel the rental contract. Any such fault will be rectified as soon as possible.

- If the fault cannot be rectified within twenty-four hours from the hire date, Finish Line will seek to provide an alternative transport. If this is not possible, the balance of the hire will be returned to the hirer.
- Upon return of the vehicle, Finish Line will check the vehicle for damage, cleanliness, fuel, condition of the tyres, windscreen, bumpers, mirrors, doors and internal habitation equipment and complete the return video jointly with the hirer.
- In the unlikely event of a vehicle breakdown, Finish Line provides a 24-hour roadside relay through a competent nationwide roadside rescue organization.
- The hirer will bear all costs of breakdown or repair in circumstances where the incident is the result of negligence on his/ her part, for example by running out of fuel, filling a tank with the wrong fuel, locking keys inside the vehicle or losing keys.
- No responsibility is or can be accepted by Finish Line for any loss or damage or expense which occurs as a result of any accident. Upon demand the hirer shall fully indemnify Finish Line against all losses, liabilities, costs, actions, claims or demands which Finish Line may incur in relation to the vehicle and / or horses and / or use of the vehicle which are not recoverable by Finish Line through our insurance policy, in the case of an accident:
- The hirer shall notify Finish Line immediately in the event of an accident and inform the police
- The Hirer must ensure that he / she takes all details of the incident including photographs of all vehicles involved; names and contact details of all people involved and make, model and registration numbers of all vehicles involved.
- The hirer shall not admit liability to any person in relation to such accident
- The hirer shall forward all documents relating to all proceedings stemming from and in connection with the incident to Finish Line.

### **Breach of Terms and Conditions**

- If the hirer breaks the rental agreement, Finish Line makes available the information the hirer have provided to us to credit reference agencies, the Driver and Vehicle Licensing Authority (DVLA), debt collectors and any other relevant organisations. We are also entitled to pass this information on to the British Vehicle Rental and Leasing Association (BVRLA), who in turn can pass it on to any of its members for any purpose stated in the Data Protection Act 1998.
- Finish Line is entitled unilaterally to terminate immediately the rental contract by notice in email to the hirer if:
  - The hirer fails to remedy any breach having been requested to do so by Finish Line
  - The hirer is made bankrupt
- If Finish Line end the Rental Contract it will not affect Finish Line's right to receive any money owed under the rental contract, including under these Terms. At any time after Finish Line has terminated the rental contract in accordance with this clause or if the hirer fails to return the vehicle upon the return date, Finish Line is entitled to repossess the vehicle and charge the hirer for doing so.

## **Booking Requirements**

We require a 50% deposit of the total amount to secure your booking. This will be non-refundable and taken off the overall cost on the day. Unfortunately, until the deposit is received, we cannot guarantee your booking.

The remainder balance is to be paid in cash on the day or via BACS at least 24 hours before the journey commences to ensure funds have been received.

These Terms, rental schedule and the booking details set out the entire agreement relating to the rental of the vehicle. These terms are not intended to nor do they confer any right or entitlement on any third party whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. English Law governs these terms in all respects, and you submit to the jurisdiction of the English Courts.

*Please have a through read through these terms and conditions carefully, it is the customers responsibility to read the following conditions on booking with us, if you book you are agreeing to the following conditions. If you have any questions about the following terms and conditions, please contact us.*

Print Name:

Signature:

Date:

Collection and return address:

Deershaw Farm, Deershaw lane, Cumberworth, Huddersfield,  
West Yorkshire, HD8 8YB

