



terms and conditions / animal transport certificate (atc)
please read the terms & conditions on the following page and sign

name: address: post code: phone numbers: email address: horse name: description: reason for transport: list equipment: estimated journey time: pick-up date: customer requires a receipt <input type="checkbox"/> age: size: please tick loads & travels <input type="checkbox"/> requested passport <input type="checkbox"/> fit for travel <input type="checkbox"/> haynet <input type="checkbox"/> medicated <input type="checkbox"/> estimated mileage:miles prepaid <input type="checkbox"/> pick-up time: quote: £
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loading details name of contact: address animal loaded: loading time: keeper at departure: signature: phone number: departure time: I have checked & approved loading of consignment: please tick <input type="checkbox"/> please sign 
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unloading details name of contact: address animal unloaded: unloading time: keeper at destination: signature: phone number: actual journey time: horsebox temperature:°C call before arrival? Yes/No passport returned? please tick <input type="checkbox"/> I have checked & approved unloading of consignment: please tick <input type="checkbox"/> please sign 
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shows/events/vet trips	event arrival time: departure time: waiting time total: waiting charge: £ total: £
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- 1. DEFINITIONS** "TRADER" shall mean a customer who contracts with the Carrier for the Carriers services. "CONTRACT" shall mean the contract of carriage between the Trader and the Carrier. "CARRIER" shall, where the context so admits, include the Carriers officers, servants or agents and also any other or sub-contracting party whom the Carrier is authorised and permitted to use under these conditions.
- 2. CARRIER IS NOT A COMMON CARRIER** The carrier is not a common carrier and will only accept goods for carriage under these conditions.
- 3. PARTIES AND SUB-CONTRACTING** **a)** Where the Trader is not the owner of some or all of the consignment, the Trader hereby warrants that it is for all purposes the lawful and duly authorised agent of the owner or owners thereof and that it hereby accepts these conditions for itself and for and on behalf of any person having an interest in the consignment. **b)** The Carrier may employ and engage the services of any other carriers for the purposes of fulfilling the contract and any such other carrier shall have the like power to sub-contract on like terms. **c)** The Carrier enters into the contract for and on behalf of itself, and its officers, servants and sub-contractors, all of whom shall be fully entitled to the benefits of the contract and shall be under no liability whatsoever to the Trader or anyone claiming through it in respect of a consignment in addition to or separately from that of the Carrier under the contract.
- 4. CARRIERS CHARGES** **a)** For all transactions payment will be required by the carrier on collection or acceptance of the consignment unless otherwise agreed in writing. If the Trader has agreed in advance that payment will be made after the day of transport an invoice will be issued with each consignment and the Trader will be obliged to settle such invoices within seven days of the invoice being first issued. All transactions will accrue a 5% above base rate basis interest charge on a daily basis if not settled within these terms. **b)** The Trader shall not be entitled to defer or withhold payment of any money due to liabilities incurred to the Carrier by reason of having any claim or counterclaim or any alleged claim or counterclaim and the Trader shall not under any circumstances be entitled to any rights of set-off in relation thereto. **c)** The absence of, or any discrepancy in, a signed delivery note shall not entitle the Trader to differ or withhold payment of monies due to liabilities incurred to the Trader. **d)** The Carrier shall have first specific lien on the consignment for all the Carriers charges referred to hereunder and shall have the same rights of sale in relation thereto. **e)** Should it not be possible to load the consignment for whatever reason, a call out fee will be charged which will take account of mileage already travelled and time taken in attempt to load the consignment.
- 5. COSTS, LOSSES, DAMAGES AND EXPENSES** **a)** The Trader warrants that each article in the consignment has been properly described and does load and travel without concern. Should this not be the case, we reserve the right to refuse to transport your animal and a call out fee will still be payable. If your animal becomes unsettled during transit the Carrier reserves the right to sedate your animal and/or call out an emergency vet to sedate your animal if deemed necessary. The Trader will be liable for all expenses incurred. **b)** The Trader shall indemnify the Carrier against all costs, losses, damages, expenses or other liability whatsoever arising out of the carriage of any consignment save insofar as the same arises out of the Carriers own negligence. Whilst every care is taken, all horses are carried at the owner's risk. **c)** Horses and goods are accepted by The Carrier solely at the risk of the Trader and The Carrier its servants and agents shall be under no liability in contract tort or otherwise for the death illness escape of or injury to any horse and damage to any goods from whatsoever cause arising nor for any loss or damage suffered by the customer or anyone claiming through him by reason of anything done or omitted to be done by The Carrier its servants or agents in connection with such horse/s or goods nor shall The Carrier be under any liability for any delay or consequential loss or loss of market however caused. Whilst every care is taken, all horses are carried at the owner's risk. Unless otherwise informed in writing The Carrier assume that horses carried are fully insured.
- 6. RECEIPTS FOR CONSIGNMENTS** The Trader shall, if so required, sign a document prepared by the Carrier acknowledging receipt of the consignment which will also be signed by the party or parties taking delivery of the consignment.
- 7. LOADING AND UNLOADING** **a)** If the Trader loads or unloads the consignment he shall fully indemnify the Carrier against all losses, liabilities, costs, expenses, claims or actions suffered or incurred by the Trader. **b)** The Carrier carries out the transport of the consignment but require that the loading of the consignment is the Traders responsibility.
- 8. UNREASONABLE DETENTION** The Trader shall be liable to the Carrier for all costs, damages or expenses suffered by the Carrier in respect of unreasonable, abnormal or unusual detention of the Carriers vehicle in additional time spent at either point of collection or point of delivery of the consignment in excess of one half hour shall, at the absolute discretion of the Carrier be subject to an additional charge calculated by the Carriers hourly rate of £20 per hour.
- 9. TIMED DELIVERIES** The Carrier shall not be liable for any late deliveries due to either road or loading conditions.
- 10. ROUTE** Unless agreed in writing, the method and route of transit shall be the absolute and sole discretion of the Carrier.
- 11. TRANSIT** **a)** Transit shall commence when the consignment is handed to the Carrier. **b)** Transit shall (unless previously determined) end when the consignment is tendered at the specified place of delivery.
- 12. GENERAL LIEN** The Carrier shall have a general lien against the Trader or the owners or owners of any goods compromised in any consignment for any monies and other liabilities whatsoever due from the Trader or such owner or owners to the Carrier. If such monies or liabilities are not paid or satisfied within a reasonable time, the Carrier shall be at liberty in its absolute discretion to sell any such goods as agent for the owner or owners thereof and to apply the proceeds towards payment or satisfaction all such monies or liabilities and all the expense of any such sale and the Carrier shall, upon proceeds after such application, be discharged from any liability whatsoever respect of the consignment. Failure to deliver within the specified time period due to the exercise of the Carriers lien shall not entitle the Trader or such owner or owners to withhold payment of any of the Carriers charges.
- 13. PASSPORTS** In accordance with EU regulations horses must be accompanied by a passport whilst in transit. If the Carrier arrives to collect a horse and finds there is no passport, there will be a full charge for all expenses incurred. This is the owners responsibility entirely.
- 14. CANCELLATION** Any contract cancelled within 24 hours of departure will pay 50% of costs. Any contract cancelled within 12 hours of departure may be charged full amount of costs. There is a non refundable £25 booking fee which is deducted from the cost of transport on the day.
- 15. SEVERANCE** If at any time one or more of the provisions of these conditions shall become or be declared invalid, illegal or unenforceable in any respect under the law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereof.
- 16. HEADINGS** The headings of these Terms and Conditions are for convenience only and shall have no effect on the interpretation thereof.
- 17. GOVERNING LAW** These conditions and each and every contract made pursuant thereto shall be governed and constructed in accordance with English law and the Trader hereby submits to the non-exclusive jurisdiction of the English Court.