

Terms and Conditions of Carriage

1. Interpretation and Basis of the Contract

1.1. In these conditions:

“Carrier” means Lincs Horse Transport

“Sender” means the customer who contracts for the services of the Carrier

“Livestock” means the horse, horses or other animals which are the subject of the Contract

“Contract” means this contract of carriage between the Sender and the Carrier

“Destination” means the place to which the Sender has requested the Carrier to carry the Livestock to include (for the avoidance of doubt) any airport or other place where the Livestock is handed over for onward transportation

1.2. The Sender hereby requests the Carrier to carry the Livestock to the Destination

1.3. Subject to the conditions below and in consideration of the payment of the Carrier’s charges and of any other monies which may become due under this Contract the Carrier shall carry the Livestock to the Destination

2. Parties and Sub-Contracting

2.1. The Sender warrants that he is either the owner of the Livestock or is authorised by such owner to accept these Conditions on such owner’s behalf

2.2. It is hereby declared that any sub-contractor of the Carrier and the servants and agents of the Carrier are third parties to this contract within the meaning of the Contracts (Rights of Third Parties) Act 1999 and shall be entitled to enforce the same accordingly

3. Loading, Unloading and whilst In-Transit

3.1. When collection or delivery of the Livestock takes place at the Sender’s premises the Carrier shall not be under any obligation to provide any ancillaries or labour required for loading or unloading at such premises. The Sender or someone nominated by the Sender is required to be present whilst the Livestock is being loaded/unloaded, unless previously agreed.

3.2. The Carrier shall not be required to provide service beyond the usual place of collection or the Destination but if any such service is given by the Carrier it shall be at the sole risk of the Sender who shall indemnify and hold harmless the Carrier against all claims and demands whatever which could not have been made if such service had not been given

3.3. The Sender cannot transport any animal unless it is fit for travel, as per the Welfare of Animals (Transport) (England) Order 2006 (WATEO). It is the owner’s responsibility to ensure that the Livestock is fit for travel prior to collection. The Sender reserves the right to refuse the undertaking should the Livestock be deemed unfit for travel by the Sender upon arrival at the collection premises. A call out fee of £20 plus £1 per mile round trip will be charged to cover any costs incurred in this instance

3.4. It is a legal requirement under the Horse Passports (England) Regulations 2009 that all horses and ponies are accompanied by their passports during transportation. The Sender is unable to transport any Livestock if the corresponding passport is not available at the time of travel. A call out fee of £20 plus £1 per mile round trip will be charged to cover any costs incurred if the passport is found to be absent

3.5. Should it take longer than 30 minutes to load the Livestock, an additional charge of £15 per hour or part thereof will be levied. In the rare event of a horse refusing to load after all reasonable attempts have been made, the Carrier reserves the right to abandon the journey and all charges incurred will apply

4. Control of Carriage

4.1. Subject to any agreement in writing to the contrary, the Carrier shall have absolute discretion as to the means, route and procedure to be followed in the handling, storage and carriage of the Livestock

5. Payment Terms

5.1. The Carrier will require payment of the agreed transportation fee in full prior to commencement of the journey.

Bookings are confirmed once the Carrier is in receipt of a completed booking form and a non-refundable deposit of 50%. If the booking is made within 7 days of travel then payment is due in full.

5.2. If the Carrier shall require to board or procure the boarding of the Livestock at any stage during the Contract or where owing to circumstances beyond the control of the Carrier there is delay in forwarding the Livestock or until payment of any sum due in respect of such Livestock is received the cost of such board and expenses incidental thereto shall be payable by the Sender to the Carrier within 7 days of such expenses being incurred and such payments shall be without prejudice to the Carrier’s rights against any other person

5.3. Unless obliged by law or by agreement with the Sender the Carrier shall be under no obligation to provide services (save feeding and watering) for the Livestock whilst in its possession or custody but it may at the expense and at the risk of the Sender if in its opinion it is reasonable to do so provide such services (including feeding and watering) without incurring (in the absence of its wilful misconduct) liability for any consequences thereof. Such expenses are payable by the Sender to the Carrier within 7 days of their being incurred by the Carrier

6. Lien

6.1. Livestock delivered to the Carrier will be received and held by it subject:-

6.1.1. To a lien for monies due to it for the carriage of and other proper charges and expenses upon or in connection with such Livestock ; and

6.1.2. To a general lien for any monies or charges due to it from the Sender or owner of such Livestock for any services rendered in relation to the carriage or custody of any Livestock sent by or owned by such Sender or owner (as the case may be) and in any case any lien is not satisfied within a reasonable time from the date upon which the Carrier first gave notice of the exercise of its lien to the Sender or owner (as the

case may be) of the Livestock the Livestock may be destroyed, given away, sold or otherwise disposed of and the proceeds of the sale (if any) applied in or towards the satisfaction of every such lien and all proper charges and expenses in relation thereto, and the Carrier shall account to the Sender or owner (as the case may be) of the Livestock for any surplus

7. Risk and Insurance

- 7.1. It is the owner’s responsibility to ensure that the Livestock is comprehensively insured against any loss and/or injury
- 7.2. The Livestock and any associated equipment shall be carried entirely at the Sender’s risk in all respects and (without prejudice to the above) the Carrier shall not be liable for any of the following unless caused by the Carrier’s negligence:-
 - 7.2.1. injury or sickness (including fatal injury or sickness) to the Livestock howsoever arising (including without prejudice to the generality of the foregoing injury or sickness caused in whole or in part by a defect in any vehicle in which the Livestock is carried or caused in the loading or unloading of the Livestock or in the handling or riding or care, custody or control of the Livestock)
 - 7.2.2. Delay or mistake in the carriage or delivery of the Livestock
 - 7.2.3. Failure to follow any instruction or direction of the sender
- 7.3. Except in the respect of the death of or personal injury to any person caused by the negligence of the Carrier, the Carrier shall not be liable to the Sender by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the carrier or otherwise) which arise out of or in connection with the carriage of the Livestock
- 7.4. If the Sender or any of its employees, servants or agents, or any other person whether authorised by the Sender or not travels by transport arranged or provided by the Carrier under this Contract (whether accompanying the Livestock or not) the Carrier shall be under no liability to such a person or his personal representatives for death or personal injury (unless caused by the negligence of the Carrier or its employees) or for any loss or damage sustained by such persons
- 7.5. For the avoidance of doubt, subject to any agreement in writing to the contrary, the Carrier shall have no obligation to insure or arrange for the insurance of the Livestock or of any person travelling with the Livestock pursuant to this contract.
- 7.6. The Carrier shall not be liable to the Sender or be deemed to be in breach of the Contract for any reason if the breach of Contract was due to any cause beyond the Carrier’s reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Carrier’s reasonable control:- Act of God, explosion, flood, tempest, fire, accident, war or threat or war, sabotage, insurrection, civil disturbance or requisition, Acts,

restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lockouts or industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts for machinery, power failure or breakdown in machinery

7.7 The sender must have adequate insurance in place to cover any damage the Livestock may do to the horsebox, on signing these terms and conditions it will be taken that the sender has insurance in place, if it is found to be incorrect the sender will be personally liable for all damages caused and will pay in full within 7 days of the invoice the total bill for the repair of the vehicle

8. Sender’s Warranties

- 8.1 The Sender warrants that the description of the Livestock given to the Carrier at the time of booking is true and accurate.
- 8.2. The Sender warrants the accuracy of all descriptions, values and other particulars furnished to the Carrier for customs, consular and other purposes and the Sender undertakes to indemnify the Carrier against all losses, damages, expenses and fines arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence on the part of the Sender, its servants or agents.

9. These Terms to Prevail

9.1. These terms and conditions are to govern any contract between the Carrier and the Sender and shall prevail over any terms put forward by the Sender, unless the Carrier expressly agrees to them in writing. No conduct by the Carrier shall be deemed to constitute acceptance of any terms put forward by the Sender

10. Governing Law

10.1. This Contract is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales

Signed by the Sender.....

Sender’s Full Name.....

Signed by Anne Kneen on behalf of Lincs Horse Transport

..... Dated.....