

Horsemove Limited

Animal transporter authorisation UK/REIGA/T1/00035238
Driver Keirsten Horsell certificate of competence: BDFWATO03712

Terms and Conditions

1. **DEFINITIONS:** CLIENT shall mean a customer who contracts with the Transporter for the Transporters services. CONTRACT shall mean the contract of transportation between the Client and the Transporter. TRANSPORTER shall, where the context so admits, include the Transporters officers, servants or agents and also any other sub-contracting party whom the Transporter is authorized and permitted to you under these conditions.
2. **PARTIES AND SUB-CONTRACTING:** a) Where the Client is not the owner of some or all of the consignment, the Client hereby warrants that they are for all purposes the lawful and duly authorised agent for the owner or owners thereof and that they hereby accept these conditions for themselves and for and on behalf of any person having an interest in the consignment. b) The Transporter may employ and engage the services of any other Transporter for the purposes of fulfilling the contract and any such other Transporter shall have the like power to sub-contract on like terms. c) The Transporter 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 Client or anyone claiming through it in respect of a consignment in addition to or separately from that of the Transporter under the contract
3. **TRANSPORTATION CHARGES:** These shall be payable upon collection of the consignment unless otherwise agreed. Where an agreed later date for payment is not met then an interest rate of 5% over base rate per day will be applied. Any contract cancelled within 24 hours of the departure time will be charged at 50% of the contracted rate. Any contract cancelled within 12 hours will be charge at the full amount. A £25 booking fee is to be made at the time of booking and is non refundable.
4. **LOADING AND UNLOADING:** If the client loads or unloads the consignment he shall fully indemnify the Transporter against all losses, liabilities, costs, expenses, claims or actions suffered or incurred by the Client . If the Client requires the Transporter to load and unload it is the Clients responsibility to advise the Transporter of any previously experienced problems with loading, unloading and transporting.
5. **PASSPORT:** It is a legal requirement that your horse has a passport whilst being transported. It is the client's responsibility to ensure this is available for inspection and note it is required to travel with the Horse/s. The Transporter will deny travel if a valid passport is unavailable and a full cancellation charge will be made to the client.
6. **UNREASONABLE DELAYS:** The Client shall be liable to the Transporter for all costs, damages and expenses suffered by the Transporter in respect of unreasonable delays due to additional time taken at either the point of departure or arrival in excess of 30 minutes, at the absolute discretion of the Transporter be subject to an additional charge calculated by the Transporters hourly rate.
7. **DELIVERY TIMES:** The Transporter shall not be liable for any delays due to road or loading conditions.
8. **ROUTE:** Unless agreed in writing, the method and route of transit shall be at the sole discretion of the Transporter.
9. **COSTS, LOSSES, DAMAGES AN EXPENSES AND INSURANCE:** The Client warrants that the Horse has been correctly described and that any travel or loading issues have been advised. Should the Horse become unsettled during the transportation the Transporter reserves the right to sedate your Horse and/or call out an emergency vet to sedate your Horse. If the Horse demonstrates dangerous behavior whilst attempting to load it will be denied travel and a call out fee charged. Whilst every care is taken all Horses are carried at the client/owner's risk. The Transporter, its servants and agents shall be under no liability in contract or otherwise for the death, illness escape or of injury to any Horse and damage to any goods. The Transporters Care and Custody insurance is £10,000 per Horse being transported. If the Horse has a higher value it is the Clients responsibility to take additional insurance. The transporter is not liable for 3rd party or liability insurance; it is the client's responsibility. All Horses are required to have an insurance policy held buy the owner/client. The Client is liable for repair costs should their animal damage the box during transportation. HorseMove recommends horses wear tail guards and travel boots or bandages. HorseMove is able to supply/hire these items.
10. **INFECTIOUS AND CONTAGIOUS DISEASE:** The transporter has the right to deny travel should it consider the Horse/s unfit for travel or believes the Horse/s have symptoms suggesting they are carriers of an infectious or contagious disease. A cancellation charge will be made to the client to cover call out costs. It is the client's responsibility to ensure the Horse/s is fit for transportation and to the best of their knowledge free of infectious or contagious diseases.
11. **AGREEMENT TO TERMS AND CONDITIONS:** Making and confirmation of a booking creates a contract between Client and Transporter and it is understood and agreed that the Client has read and agrees and accepts the above terms and conditions of transport.