

TERMS AND CONDITIONS OF TARPEYS EQUINE TRANSPORT

Interpretation and Basis of the Contract

"TET" - means **Tarpey's Equine Transport**

"Carrier" - means **Tarpey's Equine Transport**

"Sender" - means the customer who contracts for the services of the Carrier

"Bloodstock" - means the horse, horses or other animals that are the subject of the Contract

"Contract" - means the contract of carriage between the sender and the Carrier.

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

1. The Sender hereby requests the Carrier to carry the Bloodstock to the Destination.
2. Subject to the conditions below and in consideration of the Carrier's charges (as set out overleaf) and of any other monies which may become due under this Contract the Carrier shall carry the Bloodstock to the Destination.
3. All bookings are taken on the understanding that the following conditions will apply in full in all circumstances. A confirmed booking is an agreement that the customer will always abide by TET's terms & conditions.
4. All horses and equipment travel at owner's risk, all horses to be fully insured by the owner. Please note that you are personally liable for your horse during transport.

Requirements before Carriage

5. All Horses must always travel with a valid passport; this must be available to the driver at the point of collection. We cannot by law transport a horse without being in possession of the horse's passport. We can accept duplicate passports but cannot accept photocopies.
6. All horses will need a TRACES Export Health Certificate to travel across European borders. The health check by the vet is not comprehensive vetting just a simple check to make sure horse is fit for travel and check the ID against the passport. All horses must be microchipped or have an up to date set of markings easily identifying the horse in the passport.
7. All horses must be microchipped. New laws surrounding equine identification came into force in England on 01/10/2018. DEFRA'S new equine identification regulations legally requirement every horse, pony, and donkey to be microchipped and possess a valid UK passport, with details stored in the Central Equine Database (CED). All horses born after 30/06/2009 are already required to be microchipped.
8. Owners of the horses born before this date will have until 02/10/2020 to get their equines microchipped. Any changes in a horse's ownership or status - for example, if they are put down, lost, stolen, or signed out of the food chain - will need to be notified to the passport issuing organisation. The organisation will then have 24 hours to update the CED. The microchip must be readable by a standard pet id scanner. If the vet is unable to take a microchip reading when completing the export papers there will be additional costs incurred, of which the owner will remain under all circumstances entirely responsible. If you have not read your horses microchip for a long time it might be advisable to have this checked within the 30 days prior to shipping. Occasionally microchips can get lost or become unreadable in which case a replacement will need to be inserted and passport updated with the issuer.
9. It is the responsibility of the sender to prepare the horse for travel, and it is entirely the owner's decision to dress the horse as they wish. We will transport the horse as he/she is given to us, and use any boots, tail guard etc appropriately. Please ensure the horse is provided with a halter and lead rope. If this is not provided there will be an additional cost for us to provide this. For clipped horses during the colder weather please provide a rug.

Loading and Unloading

10. When collection or delivery of the Bloodstock takes place at the Sender's premises the Carrier shall not be under any obligation to provide any plant, power or labour required for the loading or unloading at such premises.
11. 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
12. **Tarpey's Equine Transport** and its employees will take all reasonable precautions; however, in the event of an accident please note that you are personally liable for your horse in the event of injury or damage sustained to or by your horse. Any damage to the vehicle must be paid for and the owner will be liable to cover the cost of any repairs.

The Client's Undertakings, Warranties, and Indemnities

13. Save to the extent that the Client reasonably relies upon advice given to him by TET as part of the services to be performed by TET under the Contract, the Client warrants that the Bloodstock which the Client instructs TET to move are in all respects in a fit condition to be so dealt with and to survive or endure normal transit without damage or injury and in particular are free of disease or infestation of any description and have not to the knowledge of the Client been in contact with any diseased or infected animal.

14. The Client undertakes to give the TET all necessary instructions in good time and warrants the accuracy of any information given by him.

15. Except insofar as the same is caused solely by the negligence or breach of contract of TET the Client shall be liable for all duties, taxes and levies of any kind payable to any authority arising out of the provision of services by TET or on behalf of the Client and shall indemnify TET against any such outlay that TET may be required to make on the Client's behalf.

16. The Client undertakes to make no claim against any Director, servant or agent of TET and to indemnify the Company against all claims, costs and expenses howsoever arising and by whomsoever made in excess of the liability of the Company under these terms of business.

17. The Client shall indemnify TET against any liabilities or expenses whatsoever incurred by reason of TET following any instruction given by the Client or arising from the breach by the Client of any warranties or obligations contained herein.

The TET's Charges and Lien

18. Any quotations are given on the basis of the rates and charges in force at the date of quotation but the Client shall be liable to pay for services at the rates and charges prevailing at the date the service is performed if different. Only quotations given in writing are valid.

19. Payment shall be made in full before collection of the Horses. Where TET has agreed in writing to extend credit to a Client, payment shall be due within 30 days of the invoice.

20. No claim by the Client against TET shall entitle the Client to withhold payment of the whole or any part of invoices due for settlement. Costs incurred by TET in recovery of any debt shall be payable by the Client.

21. TET shall have a general lien on all Bloodstock and documentation relating to the same in its control, custody or possession in respect of all sums due at any time from the Client or Owner whether or not relating to that particular consignment. If such lien is not satisfied such Bloodstock may be sold or otherwise disposed of in such manner and at such price as TET in its absolute discretion thinks fit at the Client or Owner's expense to defray any sums due to TET and the expense of safekeeping prior to sale and costs of sale shall be added to any existing debt owed by such Client or Owner. TET shall not be obliged in exercising such lien to achieve any price or value for the Bloodstock disposed of. Notice of the exercise of the lien shall be given by first class post to the last known address of the Client but TET shall be under no obligation to prove receipt of the same. If no such address is known notification shall be given by means of a notice to that effect placed in any daily or weekly publication.

The Company's Liabilities

22. When acting as principal in boarding Bloodstock or providing forwarding services TET shall not be liable for death, physical injury, loss, theft mis-delivery or damage to Bloodstock occurring during the period in which it is deemed to have charge of the Bloodstock except where the same has arisen as a direct result of TET's negligence and in particular (without prejudice to the generality of the foregoing) liability shall not apply to the extent that such death, physical loss, theft, mis-delivery or damage is caused by:

- any act of omission of the Client or his agent or Principal.
- any injury self-inflicted by any horse or inflicted by any other animal
- illness, sickness, or disease contracted by the Bloodstock or any loss damage or expense arising from or contributed to by the condition or behaviour of any animal or inability to withstand transit.
- insufficient packing, marking, labelling or identification save when TET expressly undertook in writing responsibility for such packing, marking, labelling or identification.
- handling, loading, stowage or unloading of Bloodstock by the Client or his agent or Principal.
- inherent vice.
- strike, lockout, stoppage, or restraint of labour and legal or illegal restriction on movement or delivery.
- any cause or event which TET was unable to avoid, and the consequences of which TET was unable to prevent by the exercise of reasonable diligence.

24. TET's liability howsoever arising shall not exceed:

- in the case of claims involving death, physical injury, physical loss or theft to Bloodstock (which in the context of this sub-clause alone shall be restricted to mean horses only and not any other animals or goods, package equipment or consignment)

- the value or diminution in value of any Bloodstock which have died, been physically injured, lost, mis-delivered or stolen, or the cost of any veterinary treatment.

25. £5,000 limited in any event to the loss proved to have been sustained

26. In the case of claims involving death, physical death, physical loss, theft or damage to Bloodstock (which in the context of this sub-clause alone shall be restricted to mean any animal (other than horses) livestock or goods, package, equipment or consignment) the lesser of the value of any of the above which have died, been physically injured, stolen mis- delivered or damaged.

27. A sum at the rate of 2 Special Drawing Rights or its equivalent per kilo of the gross weight of Bloodstock which have died, been physically injured, lost, stolen, mis- delivered or damaged; or the cost of any veterinary treatment limited in any event to the loss actually proved to have been sustained in the case of all other claims a maximum of £10,000 upon proof of loss arising out of the same incident subject to an aggregate limit of £10,000 in respect of all claims by the Client in any calendar year.

28. TET will if asked by the Client in writing provide a written quotation for acceptance of a greater liability on the part of TET that set out above. If such quotation is accepted in writing by the Client in advance of TET commencing performance of the Contract, then these conditions should be varied to the extent set out in the written quotation but no further.

29. TET shall not in any circumstances whatever and howsoever arising be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequence of delay or deviation howsoever caused or arising.

Claims

30. The Client agrees to make any claim against TET in writing immediately and without delay by notice in writing sent by first class recorded delivery post or facsimile. Should TET suffer prejudice through the late presentation of a claim it shall be relieved of liability in respect of such claim.

31. In any event there shall be an absolute time bar of nine months within which the Client must bring suit against TET, time running from the date of the event or occurrence alleged to give rise to the cause of action.

32. When TET has carried out forwarding activities as an Agent it shall be the Client's responsibility to claim against the carrier or contractor and Clients are advised that carrier's time limits for claim are frequently strictly enforced.

BOARDING TERMS

33. When in TET's opinion it is reasonably necessary to do so TET may board Bloodstock that are in transit or awaiting shipment following purchase by a Client or following instructions to TET in respect of its forwarding activities.

34. TET will also board Bloodstock when it has been specifically instructed in writing to do so by a Client and has accepted those instructions.

35. TET boards such Bloodstock as a Principal and shall have liberty to use its own stud farms or any other suitable establishment for such purposes and shall be entitled to make a reasonable charge for such services; except where the same is caused as a direct result of its own negligence or that of its employees does not accept liability for death, loss or theft of or damage or injury whilst boarding.

These terms to prevail

36. 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.

Jurisdiction

37. All dealings between TET and its Clients whether contractual or arising from issues of negligence shall be governed by English Law and any dispute arising between any Client and TET shall be heard and determined solely in England.

ALL HORSES/PONIES/DONKEYS MUST BY EUROPEAN LAW TRAVEL WITH THEIR PASSPORTS AT ALL TIMES DURING THEIR JOURNEY WITH US.