

# Perth Equine Transport

## 'Terms & Conditions'

1. All business undertaken by Perth Equine Transport is transacted subject to the conditions set out below which will be deemed to be incorporated in and to be a condition of any agreement between PET and its customers. PET is not a common carrier and only deals with horses subject to these conditions. No agent or employee of the Company has the Company's authority to alter or vary these conditions.
2. The customer warrants that he is either the owner of the horses consigned or is the authorized agent of such owner and accepts these conditions for himself/herself and for those for whom he/she is acting. PET shall not be bound to recognise any title to the horses in any person other than the customer. Should PET however receive evidence which in its absolute discretion PET may deem sufficient to establish title in any person other than the customer PET may if it desires act upon such evidence, but shall not incur any liability to the customer or to any other person by reason of so acting.
3. The customer will provide a legal passport for the horse at the time of transport. No horse will be allowed to load without a passport.
4. PET reserves the right to accept or refuse to transport any horse at anytime. No refunds will be given for horses with no passports, failing a vetting, failing any health paperwork required for export.
5. The customer agrees to pay PET the cost of transport at the time of booking, where bookings are far in advance (more than 1 month). The customer may pay the deposit (usually 10% or £125 whichever is the greater) by cheque, credit card/CHAPS and will provisionally book the preferred date of travel. The rest of the full amount **MUST** be paid by 7 days prior to transport. Failure to do this will cancel the transport booked.
6. Any instructions given to PET may in the absolute discretion of PET to be complied with by PET itself by its own servants performing part or all of the relevant services or by PET employing or instructing or entrusting the horses to others on such conditions as such others may stipulate to perform part or all of the services.
7. Subject to express instructions in writing given by the customer, PET reserves to itself absolute discretion as to the means route and procedure to be followed in the handling storage and transportation of horses. Further if in the opinion of PET it is at any stage necessary or desirable in the customer's interest to depart from those instructions PET shall be at liberty to do so.
8. If PET shall require to board or procure the boarding of the horses before consignment to a carrier can be arranged or at any stage in the journey or where owing to circumstances beyond the control of PET there is delay in forwarding the horses or until payment of any sum due in respect of such horses is received the cost of such board and expenses incidental thereto including any necessary medicine or veterinary treatment and any re-examination required by the import regulations of the country of destination shall be payable by the customer without prejudice to PET 's rights against any other person.
9. PET is entitled to retain and be paid all brokerages, commission allowances and other remunerations customarily retained by or paid to shipping and forwarding agents and insurance brokers.

10. Any quotation is given on the basis of immediate acceptance and is subject to the right of withdrawal or revision. If the cost of any insurance required to be effected by PET is increased above the rates prevailing at the date of such quotation the excess shall be payable by the customer.

11. The customer shall be deemed to be bound by and to warrant the accuracy of all descriptions values and other particulars furnished to PET for customs consular and other purposes and the customer undertakes to indemnify PET 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 customer his servants or agents.

12. The customer is responsible/liable for the horses at all times and must ensure that adequate liability insurance is in place. Any damage caused by the horse to any of PET 's property or employee's including horse lorries, stables, fields, ménages, horsewalkers will be paid for by the customer/owner. PET will provide an invoice from the one of its service partners for the repair work.

13. All duties taxes imposts or levys of any kind levied by the authorities at any port or place for or in connection with the horses and any payments fines expenses loss or damage incurred or sustained by PET in connection therewith and any expenses properly incurred in relation to any horses after arrival at the port of destination before delivery to the consignee are payable by the consignee but the customer shall indemnify PET against any such payments in the event that the consignee fails to pay the same.

14. No insurance will be effected except upon express instructions given in writing by the customer and all insurances effected by PET are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. PET shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy. Should the insurers dispute liability for any reason the insured shall have recourse against the insurers only and PET shall not be under any responsibility or liability in relation thereto notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customer.

15. Horses are accepted by PET solely at the risk of the customer and PET, its servants and agents shall be under no liability in contract tort or otherwise for the death illness escape of or injury to any horses 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 PET its servants or agents in connection with such horses or goods nor shall PET be under any liability for any delay or consequential loss or loss of market however caused.

16. PET will provide haylage and water to feed and water horses as per WADT 2006 unless instructed to the contrary. PET may however in the absence of such request or agreement arrange the feeding and watering of horses at the expense of the customer if in the opinion of PET it is reasonable to do so without incurring liability for any consequences thereof. Any horse requiring special dietary requirements must be advised in advance with the attending Veterinary Surgeon's full contact details.

**Signed as read and accepted by customer:**

**Date:**