



SPENCER & SON - HORSE TRANSPORT TERMS & CONDITIONS

**25 Millbeck Green
Collingham
Leeds
LS22 5AJ**

Tel: 0770 890 7632

TERMS & CONDITIONS FOR DRIVER OPERATED VEHICLES:

These terms and conditions of hire apply to the hire of any vehicles where it is driven by Spencer & Son Horse Transport. By hiring a service from Spencer & son Horse Transport you are bound by these terms and conditions.

DEFINITIONS:

- A) The customer shall mean any person or business or any person who contracts Spencer & Son for any service.
- B) The contract is the agreement between Spencer & Son and the customer and includes these terms and conditions listed below.
- C) These terms and conditions do not affect your statutory rights.

PAYMENTS AND CHARGES FOR SERVICE:

- D) Booking charges.
- E) A fee of £30 is required at the time of booking.
- F) Bookings are not confirmed or guaranteed until the fee has been paid.
- G) Any damage, however caused, and to include kicking, bucking, biting, to the vehicle or any equipment shall be charged at a rate that will allow Spencer & Son to make repairs to any damage to bring the vehicle back to its original condition prior to the damage being done.
- H) Undisclosed injured horses that are not considered fit to travel by Spencer & Son will be refused transport and the customer will lose the £30 booking fee.
- I) The customer will indemnify against any damage however so caused to any of the following during the contract period which for this purpose is from when the first horse/s is collected to when the last horse or passenger is delivered to the required destination.

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SAFETY & ABUSE:

- J) At all times safety of the customer, the customer's representatives, family or staff working for the customer and the employees of Spencer & Son and that of the horse is paramount. It is requested that any person involved in the loading, unloading or transporting of the horses should at all times wear the correct footwear, gloves and most importantly head protection.
- K) Any person that is at risk of injury to others or the horses due to lack of protective clothing or their actions will be asked to leave the vicinity by Spencer & sons and we may refuse to fulfill the contract. If this is the case Spencer & son will charge the customer for any mileage used and the £30 booking fee.
- L) The carrier does not condone the use of violence to force a horse to load. Any such actions will result in the contract being terminated, loss of the booking fee and a charge for fuel used to get to and from the destination.

INSURANCE:

All vehicles and drivers are comprehensively insured, however an excess of £500 is payable for any claim made against the insurer. This excess is the responsibility of the customer and will be paid by the customer to the carrier if:

- 1) The damage was caused by the customer's horses or by negligence of the customer's family, friends, customer's representatives or employees however so caused.
- 2) Any personal belongings possessions or equipment carried on or with the vehicle is sole responsibility of the client. No claim for damage or loss will be made against Spencer & son.
- 3) Clients are required to make arrangements for horse insurance, including cover for public liability and insurance of their horse's personal effects, prior to obtaining transport.
- 4) WE DO NOT INSURE YOUR HORSE.**
- 5) Spencer & Son are insured by Shearwater Insurance.

FITNESS TO TRAVEL:

- M) The customer must disclose any concerns or knowledge of any health problems that may affect the horse's ability to load or travel.
- N) All horses being transported must be fit to travel. They must not show signs of physical or mental health problems, unless this has been disclosed at the time of the booking and the horse is being transported to a veterinarian or other centre of equine health for treatment.
- O) If Spencer & Son are unhappy with the physical health of the horse they may refuse to transport it unless full disclosure has taken place at the time of booking.
- P) The customer is responsible for preparing the horse for travel this includes boots, tail bandage, poll guard etc. Spencer & Son will help if required.
- Q) The welfare and health of the horse is paramount therefore should the horse become ill or sustain an injury during the journey, the carrier will do all within their power to ensure the welfare of the horse, including taking a travel rest, administering basic first aid or if serious problems occur delivering the horse to the nearest veterinary practice. The cost of any

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treatment will be charged to the customer. The carrier will do everything possible to contact the customer and keep the customer informed at all times where possible.

- R) The carrier can carry 1 or 2 passengers with the horses in the transporting vehicle; at no time will anyone be permitted to travel in the living whilst the vehicle is moving.

LOADING AND UNLOADING:

- S) It is considered best for the horses to be loaded by their owner or handler using tack or other equipment known to the horse. If this is not possible then the carrier can load the horses using the carriers own tack and equipment.
- T) The carrier shall assume, unless otherwise informed at the time of booking by the customer, that the horses are safe and experienced loaders.
- U) It is the customer's obligation to notify the carrier prior to accepting the contract if the horse/s to be transported has any previous behavioral problems related to loading or being transported.
- V) If the horse/s have never been transported before this must be disclosed.

CANCELLATION:

- 1) Should you decide to cancel your booking you are required to give Spencer & Son seven days notice prior to the day the contract starts, should you cancel within seven days of the start of contract the £30 booking fee will be with held.
- 2) Should your event be cancelled due to bad weather there will be no cancelation fee.

BREAKDOWN, ACCIDENTS & DELAYS:

- A) Whilst every effort is taken to minimize the chance of breakdown or accidents during the contract period all Spencer & Sons vehicles are covered by full breakdown and recovery services. Never the less the carrier cannot be held liable for any delays, curtailment of journey, or any costs or losses incurred by the customer due to breakdown, accidents or delays however they may have occurred.
- B) The carrier will make every effort to meet any times or delivery schedules agreed with the customer, however Spencer & Son cannot give any guarantees of meeting these times or schedules and Spencer & Son cannot be held liable for any late arrivals , or any costs or losses encored by the customer due to unmet times or schedules.
- C) The carrier cannot be held responsible for any stabling costs or any accommodation costs for passengers or any other expenses that the customer may incur due to breakdowns, delays or accidents.
- D) Any information given by the customer to Spencer & Son will only be used by Spencer & Son and will not be shared with any third party.

JURISTRICION:

The parties agree that these terms and conditions shall be interpreted and construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the English courts.

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I have read and understood the terms and conditions of this agreement and by signing below I agree to the contract and all that is stated within it.

Print Full Name

Sign Date

Address
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