

## Terms and Conditions of Carriage



### 1. Interpretation and Basis of the Contract

#### 1.1. In these conditions:

“Carrier” means Boothroyden Horse Transport

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

“Bloodstock” 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 Bloodstock to include (for the avoidance of doubt) any airport or other place where the Bloodstock is handed over for onward transportation

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

### 2. Parties and Sub-Contracting

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

2.2. The Carrier and any other carrier employed by the Carrier may employ the services of any other carrier for the purpose of fulfilling the Contract in whole or in part

2.3. The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in clause 2.2 above and such other carrier's servants and agents and every reference in clauses 3-11 inclusive hereof to “Carrier” shall be deemed to include every such other carrier, servant and agent with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier be under no greater liability to the Sender or any other party than is the Carrier hereunder

### 3. Loading and Unloading

3.1. 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 loading or unloading at such premises

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

### 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 Bloodstock

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## 5. Carrier's Charges

- 5.1. The Carrier's charges are payable by the Sender without any right of set off within 7 days of the date hereof
- 5.2. If the Carrier shall require to board or procure the boarding of the Bloodstock at any stage during the Contract or where owing to circumstances beyond the control of the Carrier there is delay in forwarding the Bloodstock or until payment of any sum due in respect of such Bloodstock 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 Bloodstock 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
- 5.4. The Sender shall indemnify the Carrier against all duties taxes or levies of any kind levied by the authorities in any port or place for or in connection with the Bloodstock and any payments fines expenses loss or damage incurred or sustained by the Carrier in connection therewith and any expenses properly incurred in relation to the Bloodstock after arrival at the port of destination before delivery to the Destination
- 5.5. The Carrier is entitled to charge interest at the rate of 8% above the base rate of The Bank of England plc from time to time on any sums due to the Carrier which remain unpaid at the expiry of 30 days from the date on which they became due

## 6. Lien

- 6.1. Bloodstock 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 Bloodstock; and
  - 6.1.2. To a general lien for any monies or charges due to it from the Sender or owner of such Bloodstock for any services rendered in relation to the carriage or custody of any Bloodstock 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 Bloodstock the Bloodstock 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 Bloodstock for any surplus

## 7. Risk and Insurance

- 7.1. The Bloodstock shall be carried 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:-
  - 7.1.1. injury or sickness (including fatal injury or sickness) to the Bloodstock 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 Bloodstock is carried or caused in the loading or unloading of the Bloodstock or in the handling or riding or care, custody or control of the Bloodstock)
  - 7.1.2. delay or mistake in the carriage or delivery of the Bloodstock
  - 7.1.3. failure to follow any instruction or direction of the sender

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7.2. 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 Bloodstock

7.3. 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 Blood stock 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

7.4. 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 Bloodstock or of any person travelling with the Bloodstock pursuant to this contract.

7.5. 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 of 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

## 8. Sender's Warranties

8.1. 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. The Contract shall be governed by the law of England and the Carrier and the Sender hereby submit to the non-exclusive jurisdiction of the English Courts

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