

# Terms and conditions

## Jules Equine Transport. (JET)

By booking and paying for our service, you agree to these terms and conditions.

### 1. DEFINITIONS:

a) CLIENT shall mean a customer who contracts with JET. b) CONTRACT shall mean the contract of transportation between the Client and JET. c) JET shall, where the context so admits include JET, officers, servants or agents and also any other sub-contracting party whom JET is authorised and permitted to use 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) JET may employ and engage the services of any other Transporter for the purpose of full-filling the contract and any such other Transporter shall have the like power to sub-contract on like terms. c) JET 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 less the deposit. Where an agreed later date for payment is not met then an interest rate of 10% over base rate per day will be applied. If the booking is cancelled less than 72 hours before date of booking the client is due to pay the full amount quoted less waiting time. A £65 booking fee is to be made at the time of booking and is non-refundable if the booking is cancelled within 7 days of booked date.

### 4. LOADING AND UNLOADING:

If the client loads or unloads the consignment he shall fully indemnify JET against all losses, liabilities, costs, expenses, claims or actions suffered or incurred by the Client. If the Client requires JET to load and unload, this must be agreed to at the time of booking. It is the Client's responsibility to advise JET of any previously experienced problems with loading, unloading and transporting. JET may refuse at any time and the client is still liable for the cost. The horse must be ready for transportation at the agreed time of arrival.

### 5. PASSPORT:

It is a legal requirement that your horse has a passport whilst being transported. It is the client's responsibility to make sure this is available for inspection and note it is required to travel with the Horses. JET 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 JET for all costs, damages and expenses suffered by JET 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 JET and be subject to an additional charge calculated by JET hourly rate or part thereof.

### 7. DELIVERY TIMES:

JET 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 JET.

## 9. COSTS, LOSSES, DAMAGES, EXPENSES AND INSURANCE:

The Client confirms 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 JET reserves the right to sedate your Horse and/or call out an emergency vet to sedate your horse. If the horse demonstrates dangerous behaviour 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. JET, 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. JET 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. JET 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 by the owner/client. The Client is liable for repair costs should their animal damage the box during transportation. JET recommend horses wear tail guards and travel boots or bandages. JET is unable to supply these items

## 10. INFECTIOUS AND CONTAGIOUS DISEASE:

JET has the right to deny travel should we 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 of 50% of the total amount 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 JET and it is understood and agreed that the Client has read, agrees and accepts the above terms and conditions of transport.