

TERMS & CONDITIONS FOR DRIVER OPERATED VEHICLES

These Terms & Conditions of Hire apply to the hire of any vehicle where it is driven by P-Mobile Horse Transport. By hiring a service from P-Mobile Horse Transport you are bound by these Terms and Conditions.

1. Definitions:

- 1.1 The Carrier is P-Mobile Horse Transport.
- 1.2 The Carrier is **NOT** a Common Carrier and only accepts goods for carriage under these conditions.
- 1.3 The "Customer" shall mean any person or business or other party who contracts the Carrier for any service.
- 1.4 The "Contract" is the agreement between the Carrier and the Customer and includes these Terms and Conditions as described below.
- 1.5 These Terms and Conditions do not affect your statutory rights under English Law.

2. Payments and Charges for Services

2.1 Booking Charges

- 2.1.1 A fee of £30 is required at the time of booking.
- 2.1.2 Bookings are not confirmed or guaranteed until the fee has been paid. The fee will be charged upon booking and deducted from the final sale.

2.2 Mileage

- 2.2 The mileage will be calculated using a combination of online journey planners and Satellite Navigation to judge the average mileage used.

2.3 Payments

- 2.3.1 Any damage, how ever caused, and to include kicking, bucking, biting to the vehicle or equipment, other than fair wear and tear will be charged at a rate that will allow the damaged area or equipment to be returned to the condition prior to the contract. The costs of repair will be estimated by, where possible, obtaining 3 quotations from qualified suppliers.
- 2.3.2 Undisclosed injured horse/s that are not considered fit to travel by the Carrier will be refused transport and the Customer will loose the £30 fee charged upon the booking.
- 2.3.3 For an up-to-date scale of charges and price lists please visit the Carrier's website www.p-mobile.co.uk or telephone 07940 295664.

2.4 Damage & Loss Deposit

- 2.4.1 A Damage & Loss Deposit may be required where there is a risk of damage to the vehicle or its contents or equipment by the Customer's horse/s.
- 2.4.2 The Customer will indemnify the Carrier against all and 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 are collected to when the last horse or passenger is delivered to the destination.
 - 2.4.2.1 All equipment, fixtures and fittings including partitions, kick panels, doors, ramps, electrical equipment, mechanical equipment, any accessories, or any other equipment.
- 2.4.3 Any damage caused by the Customer, Customer's horse/s, Customer's representatives, family, friends or employees will be deducted in full. The Carrier reserves the full right to take any monies owed by the Customer from the Customer's credit card without further notice or authority being needed once the contract has been signed.

2.4.4 The Carrier shall have the right of general lien against the Customer if any moneys or liabilities are not forthcoming at any time from the time the contract is signed until all monies owed are paid.

3. Fitness To Travel and During Travel

3.1 Horses

3.1 The Customer must disclose any concerns or knowledge of any health problems that may affect the horse/s ability to load or travel.

3.2 All horse/s being transported must be fit and sound to travel. They must not show any obvious signs of physical or mental health problems, unless this has been disclosed at the time of booking and the horse/s is being transported to a veterinary or other centre of equine health for treatment.

3.3 If the Carrier is unhappy with the physical health of the horse/s the Carrier may refuse to transport it unless full disclosure has taken place at the time of booking.

3.4 The Customer is responsible for preparing the horse/s for travel; this includes boots, poll guard, tail protection etc. The Carrier will help with this preparation if required.

3.5 The welfare and health of the horse is paramount therefore should the horse/s 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 diverting to the nearest equine veterinary practice. The cost of any treatment will be charged to the Customer. The Carrier will do everything possible to contact and keep the Customer informed of the situation at all times.

The Customer

3.6 The Carrier can carry either 1 or 2 passengers with the horse/s in the transporting vehicle.

4. Loading and Unloading

4.1 It is considered best for the horse/s to be loaded by their owner or handler using tack and other equipment known to the horse. If this is not possible then the Carrier can load the horse/s using the Carrier's own tack and equipment.

4.2 The Carrier shall assume, unless otherwise informed at the time of booking by the Customer, that the horse/s are safe and experienced loaders.

4.3 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 behavioural problems relating to loading or being transported.

4.4 If the horse/s have never been transported before this must be notified to the Carrier at the time of booking.

5. Safety & Abuse

5.1 Safety

5.1.1 At all times safety of the Customer, the Customer's representatives or family or staff working for the Customer and the employees of the Carrier and that of the horse/s is paramount. It is requested that any person involved in the loading, unloading or transporting of the horse/s should at all times wear the correct footwear, gloves and most importantly head protection.

5.1.2 Any person that is at risk of injury or that may cause injury to others or the horse/s either due to their lack of correct clothing or their actions will be asked to leave the immediate vicinity by the Carrier. If they refuse and the Carrier considers the risk of injury to be unacceptable the Carrier may refuse to fulfil the contract. If this is the case then the Carrier will charge the Customer for any mileage used and the £30 booking fee.

5.2 Abuse

5.2.1 P-Mobile Horse Transport as the Carrier does not condone the use of violence to force a horse/s to load. Any such actions will result in the contract being terminated and the offender being reported to the relevant authorities.

6. Documentation and the Law

6.1 Animal Transport Certificate

6.1.1 Animal Welfare Legislation makes it compulsory that an Animal Transport Certificate is completed for every journey. It is therefore apart of the Carrier's Terms and Conditions that the Customer agrees to give the Carrier all the information required to complete the document.

6.2 Horse's Passports

6.2.1 The Carrier is required by law to transport the horse/s with their passport/s or a copy of their passport/s. Please endeavour to provide a passport, copy of passport or breed society certificate whilst being transported.

7. Insurance

7.1 All Vehicles and drivers are comprehensively insured, however an excess of £200 is payable for any claim made against the insurance. This excess is the responsibility of the Customer and will be paid by the Customer to the Carrier if:

7.1.1 the damage is caused by the Customer's horse/s or by negligence of the Customer, Customer's representatives or employees however so caused.

7.2 Any items that are not insured which are damaged however so caused by the Customer, the Customer's representatives, the Customer's family or friends, Customer's employees or Customer's horse/s or other pets will be paid for in full by the Customer.

7.3 Any personal possessions or equipment carried on or within the vehicle is the sole responsibility of the Customer. No claim for damage or loss however so caused will be made against the Carrier.

7.4 Customer's are advised to make arrangements for personal insurance, horse insurance (including cover for public liability) and insurance of their horse/s personal effects, prior to obtaining transport.

7.5 P-Mobile Horse Transport is insured with KBIS with their 'Care, Custody & Control Insurance' which covers the value of the horse (with a value of up to £10,000) should the following occur whilst in transit:

- a) Death**
- b) Permanent injury**
- c) Temporary injury**
- d) Loss of use**
- e) Infectious or contagious disease**

8. Cancellation

8.1 Should you decide to cancel your booking, you are required to give the Carrier 14 days notice prior to the appointment, otherwise the £30 booking fee will be kept by the Carrier.

8.2 Should your show be cancelled due to poor weather conditions, there will be no cancellation charge. The Carrier will contact show organisers to confirm cancelled shows.

9. Breakdown, Accident & Delays

9.1 Whilst every effort is taken to minimise the chance of breakdown or accident during the contract period, all the Carrier's vehicles and trailers are covered by full rescue and recovery services. Nevertheless the Carrier cannot be held liable for any delays, curtailment of journey, or any costs or losses incurred by the Customer due to breakdown, accident or delays how ever they may be caused.

9.2 The Carrier will make every effort to meet any times or delivery schedules agreed with the Customer, how ever the Carrier cannot give any guarantees of meeting these times or schedules and the Carrier cannot be held liable for any late arrivals, or any costs or losses incurred by the Customer due to unmet times or schedules.

9.3 The Carrier cannot be held responsible for stabling costs or accommodation costs for passengers or any other expenses that the Customer may incur due to breakdown, accident or delays.

9.4 The Carrier will do everything within their power to notify and keep the Customer informed of any breakdowns, accidents or delays.

10. Smoking

10. The Company operates a **STRICT NO SMOKING** policy inside the vehicle or trailer.

11. Data Protection Act (S) 1998

11. Any information given by the Customer to the Carrier will only be used by the Company and will not be shared with any third party, other than the credit card company for purpose of transacting payments.

12. Jurisdiction

12. 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.

I have read and agree to abide by all the Terms and Conditions as stated above.

Customer's Full Name (Please use BLOCK CAPITALS)

Customer's Signature

Date: _____