

## Terms and Conditions

1. DMA Horse Transport Ltd ("DMA") is in the business of transporting equine livestock and goods throughout Europe. All business conducted by DMA is transacted subject to the terms and conditions set out below which will be deemed to be incorporated in and to be a conditions of any agreement between DMA and its clients. No agent or employee of DMA has the authority to alter or vary these conditions.
2. The word "client" in these conditions means the person or firm at whose request DMA has agreed to arrange the carriage of livestock/goods whether or not such person or firm is the owner or consignor of the livestock/goods.
3. Cancellation of a confirmed booking must be communicated directly to DMA no less than 48 hours prior to 09:00 hours on the agreed pick up date. At DMA's discretion, a fee will be payable where less than 24 hours notice is given.
4. The client warrants that he is either the owner of the livestock or goods consigned or is the authorized agent of such owner and accepts these conditions for himself and for those for whom he is acting. DMA shall not be bound to recognise any title to the livestock in any person other than the client. Should DMA however receive evidence which in its absolute discretion DMA may deem sufficient to establish title in any person other than the client DMA may if it desires act upon such evidence, but shall not incur any liability to the client or to any other person by reason of so acting.
5. Any instructions given to DMA may in the absolute discretion of DMA be complied with by DMA itself by its own servants performing part or all of the relevant services or by DMA employing or instructing or entrusting the livestock / goods to others on such conditions as such others may stipulate to perform part or all of the services.
6. DMA reserves absolute discretion as to the means route and procedure to be followed in the handling, storage and transportation of livestock / goods. Further if in the opinion of DMA it is at any stage necessary or desirable to depart from the planned means route or procedure DMA shall be at liberty to do so without incurring any liability whatsoever.
7. If it is or becomes necessary to board the livestock before delivery to its final destination or where owing to circumstances beyond the control of DMA there is delay in forwarding the livestock or until payment of any sum due in respect of such livestock is received the cost of such board and expenses incidental thereto including any necessary medicine or veterinary treatment shall be payable by the client without prejudice to DMA's rights against any other person.
8. All price quotes are given on the basis of immediate acceptance and are subject to the right of withdrawal or revision by DMA at any time thereafter. Any increase in cost, whether insurance or freight charges, shall be passed on to the client at DMA's discretion.
9. The client shall be deemed to be bound by and to warrant the accuracy of all descriptions values and other particulars provided to DMA for customs, consular and other purposes and the client undertakes to indemnify DMA against all losses damages expenses and fines arising from any inaccuracy or omission howsoever arising.
10. All duties taxes imposts or levys of any kind levied by the authorities at any port or place for or in connection with the livestock / goods and any payments fines expenses loss or damage incurred or sustained by DMA in connection therewith and any expenses properly incurred in relation to any livestock after arrival at the port of destination before delivery to the consignee are payable by the client
11. No insurance will be procured by DMA. Clients are advised to procure their own transit insurance for the entire journey and for all goods and livestock being transported. DMA accepts no liability for any failure of the client to procure sufficient insurance.
12. Livestock and goods are accepted by DMA at the sole risk of the client and DMA its servants and agents shall be under no liability in contract tort or otherwise for the death illness escape of or injury to any livestock and damage to any goods howsoever occurring nor for any loss or damage suffered by the client or anyone claiming through him by reason of anything done or omitted to be done by DMA its servants or agents in connection with such livestock or goods nor shall DMA be under any liability for any delay or consequential loss or loss of value however caused.
13. When collection or delivery of the livestock takes place, DMA shall not be under any obligation to provide any equipment, plant, power or labour required for the loading or unloading at such premises;

14. DMA shall not be required to provide service beyond the usual place of collection or the Destination but if any such service is given by DMA it shall be at the sole risk of the client who shall indemnify and hold harmless DMA against all claims and demands whatever which could not have been made if such service had not been given.

15. DMA and its employees will take all reasonable precautions; however, in the event of an accident the client is personally liable for their livestock and any goods consigned, in the event of injury or damage sustained to or by the livestock or goods consigned. Any damage to the vehicle must be paid for and the owner will be liable to cover the cost of any repairs

16. DMA shall be discharged from all liabilities:

(a) For loss of or from a package or an unpacked consignment or for damage deviation or mis-delivery (however caused) unless notice be received in writing within (5) five working days after the end of the transit where the transit ends in the British Isles or within (10) ten working days after the end of the transit where the transit ends at any place outside the British Isles.

(b) For loss or non-delivery of the whole of a consignment or any separate livestock / package forming part of the consignment (however caused) unless notice be received in writing within 28 days of the date when the livestock / goods should have been delivered.

17. If the client or any employee servant or agent or other person authorised by the client travels by transport arranged or provided by DMA or its agents DMA is under no liability to him or his representatives for the loss of life personal injury or delay of or loss or damage or delay to his property however caused or for any loss however arising.

18. Although every effort is made to provide food and water to all livestock while in transit. DMA is under no obligation or liability beyond those imposed by the laws of England and Wales to feed and water livestock during transit. DMA will however arrange the feeding and watering of livestock at the expense of the client if in the opinion of DMA it is reasonable to do so without incurring liability for any consequences thereof.

19. DMA reserves the right to seek veterinary treatment for any livestock being transported; any treatment will be at the expense of the client. In such event, all effort will be made to contact the client to authorise treatment, however, the interests of the livestock will be paramount in such circumstances. DMA also reserves the right to authorise the euthanasia of any livestock where the attending veterinary surgeon deems such action as necessary on humane grounds.

20. Livestock and goods delivered to DMA shall be held by it subject to a lien not only for DMA's charges in respect of the particular livestock or goods but also for any general balance of account due from the client. In the event of any charges or other monies due from the client to DMA not being duly paid DMA may in its absolute discretion at any time while the livestock is in its possession custody or control after giving such notice as may be practicable sell or otherwise dispose of the livestock and out of the proceeds arising from the sale or other disposition thereof retain all sums due and owing to DMA from the client at the time of the receipt by DMA of such proceeds or thereafter accruing together with the costs charges and expenses incurred by DMA in the disposal of the livestock and / or goods and this condition shall be without prejudice to the right of DMA to recover from the client any monies including such costs charges and expenses that may be due to DMA.

21. In addition to and without prejudice to the foregoing conditions the client undertakes that he shall in any event indemnify DMA against all liabilities suffered or incurred by DMA arising directly or indirectly from or in connection with the client's instructions or their implementation or the livestock/goods and in particular the client shall indemnify DMA in respect of any liability it may be under to any servant agent or subcontractor or any haulier carrier warehouseman or other person whatsoever at any time involved with the livestock / goods arising out of any claim made directly or indirectly against any such party by the client or by any sender consignee or owner of the livestock / goods or by any person interested in the livestock / goods or by any other person whatsoever.

22. All monies owed to DMA are payable on demand. DMA reserves the right to charge interest on any account which remains unpaid for 30 days or more such interest to be calculated on a daily basis commencing 30 days after the date of any invoice rendered by DMA at the rate of 10% per annum.

23. Any dispute arising out of or in connection with these terms and conditions is governed by the laws of England and any dispute shall be finally resolved by the English courts.