Road Haulage Association Limited

SPECIAL CONDITIONS FOR CARRIAGE OF LIVESTOCK

Effective 1 March 1999

PLEASE NOTE THAT THE CUSTOMER WILL NOT IN ALL CIRCUMSTANCES BE ENTITLED TO COMPENSATION, OR TO FULL COMPENSATION, FOR ANY LOSS AND IS THEREFORE RECOMMENDED TO SEEK PROFESSIONAL ADVICE AS TO APPROPRIATE INSURANCE COVER TO BE MAINTAINED WHILE LIVESTOCK ARE IN TRANSIT.

Company stamp or details

L.R.T.

0 1 5 7 6 1 – RHA membership number

(hereinafter referred to as *"the Carrier"*) is not a common carrier and accepts Livestock for carriage only upon that condition and the Conditions set out below. No servant or agent of the Carrier is permitted to alter or vary these Conditions in any way unless expressly authorised in writing to do so by a Director, Principal, Partner or other authorised person. If any legislation is compulsorily applicable to the Contract and any part of these Conditions is incompatible with such legislation, such part shall, as regards the contract, be overridden to that extent and no further.

1. Definitions

In these Conditions:

"Customer" means the person or company who contracts for the services of the Carrier including any other carrier who gives a Consignment to the Carrier for carriage.

"Contract" means the contract of carriage between the Customer and the Carrier.

"Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment.

"Consignment" means Livestock in single units or in groups, as the case may be, or any number of single units or separate groups of Livestock, sent at one time in one load by or for the Customer from one address to one address.

"Injury" means any damage caused to Livestock whilst in the care of the Carrier.

"Livestock" means living creatures comprising the Consignment.

2. Parties and Subcontracting

(1) The Customer warrants:
- (a) that he is either the owner of the Consignment or is authorised by such owner to accept these Conditions on such owner's behalf, and
- (b) that the Livestock are fit to travel at the time of loading, and
- (c) that the Livestock are properly marked as required by any Act of Parliament, Statutory or other Order, Rule or Regulation whether of a Government Department or other Authority, and
- (d) that suitable provision has been made for the care of the Livestock on arrival at destination.

(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 and the name of every such other carrier shall be provided to the Customer on request.

(3) The Carrier contracts for itself and as agent of and trustee for its servants and agents and all other carriers referred to in (2) above and such other carriers' servants and agents and every reference in these Conditions to "the 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 Customer or any other party than is the Carrier hereunder.

(4) Notwithstanding Condition 2(3) the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the Conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Livestock. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage: Provided that where Livestock are carried partly by road and partly by such other means of transport any loss, injury or delay shall be deemed to have occurred while the Livestock were being carried by road unless the contrary is proved by the Carrier.

3. Livestock Documentation

(1) The Customer shall supply the Carrier with the following documents for each Consignment:
- (a) Any certificates, licences or other documents required by any Act of Parliament, Statutory or other order, Rule or Regulation whether of a Government Department or other Authority;
- (b) A document containing the following information:
  - (i) Name and address of the Customer.
  - (ii) Name and address of the Consignee.
  - (iii) Name and address of the owner of the Consignment where such owner is not the Customer or Consignee.
  - (iv) The number and description of the Livestock.
  - (v) The value of each unit of Livestock when it is declared to be of higher value than that shown in Condition 11.

4. Loading and Unloading

(1) Unless the Carrier has agreed in writing to the contrary with the Customer:
- (a) The Carrier shall not be under any obligation to provide any plant, power or labour, other than that carried by the vehicle, required for loading or unloading the Consignment.
- (b) The Customer warrants that any special appliances required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf.
- (c) The Carrier shall be under no liability whatever to the Customer for any injury whatever, however caused, if the Carrier is instructed to load or unload any Consignment requiring special appliances which, in breach of the warranty in (b) above, have not been provided by the Customer or on the Customer's behalf.
- (d) The Carrier shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Carrier it shall be at the sole risk of the Customer.

(2) The Customer shall indemnify the Carrier against all claims and demands whatever which could not have been made if such instructions as are referred to in (1)(c) of this Condition and such service as is referred to in (1)(d) of this Condition had not been given.

(3) When, in the opinion of the Carrier, Livestock is unfit for carriage within the terms of the Animal Health Act 1981 or any statutory modification or re-enactment thereof, or any other Act, Statutory Instrument or Order in force from time to time, and a veterinary certificate permitting movement is not available, the Carrier may refuse to load the Livestock and the Customer shall indemnify the Carrier against all claims and demands whatever arising from the Carrier's refusal to load.

5. Signed Receipts

The Carrier shall, if so required, sign a document prepared by the sender acknowledging the receipt of the Consignment but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the Consignment at the time it is received by the Carrier and the burden of proving the condition of the Consignment on receipt and that the Consignment was of the nature, quantity or weight declared in the relevant document shall rest with the Customer.

6. Transit

(1) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.

(2) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district: Provided that:
- (a) if no safe and adequate access or no adequate unloading facilities there exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and
- (b) when for any other reason whatever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'to be kept till called for' or upon any like instructions and such instructions are not given or the consignment is not called for and removed within a reasonable time, then transit shall be deemed to end.

(3) Transit shall be deemed to be continuous from its commencement as defined in Clause 6(1) to its end as defined in Clause 6(2) and shall include off loading into lairage or other vehicles en route where the Carrier considers it necessary for whatever reason.

7. Undelivered or Unclaimed Livestock

Where the Carrier is unable for any reason to deliver a consignment to the Consignee or as he may order, or where by virtue of the proviso to Condition 6(2) hereof transit is deemed to be at an end, the Carrier may sell the Consignment and payment or tender of any of the proceeds after deduction of all proper charges and expenses in relation thereto and of all outstanding charges in relation to the carriage and lairage of the Consignment shall (without prejudice to any claim or right which the Customer may have against the Carrier otherwise arising under these Conditions) discharge the Carrier from all liability in respect of such Consignment, its carriage and lairage:

Provided that:
- (1) the Carrier shall do what is reasonable to obtain the value of the Consignment; and
- (2) the power of sale shall not be exercised where the name and address of the sender or of the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender or, if the name and address of the sender is not known, to the Consignee that the Consignment will be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such notice, the Consignment is taken away or instructions are given for its disposal.

8. Carrier's Charges

(1) The Carrier's charges shall be payable by the Customer without prejudice to the Carrier's rights against the Consignee or any other person: Provided that when any Consignment is consigned 'carriage forward' the customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.

(2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Carrier shall be entitled to interest at 8 per cent above the Bank of England Base Rate prevailing at the date of the Carrier's invoice or account, calculated on a daily basis on all amounts overdue to the Carrier.

9. Liability for Loss and Injury

(1) The Customer shall be deemed to have elected to accept the terms set out in (2) of this Condition unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or injury to or in connection with the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

(2) Subject to these Conditions the Carrier shall be liable for physical loss, mis-delivery of or Injury to Livestock comprising the Consignment only if the loss, mis-delivery or injury is occasioned during transit and is proved to be due to the negligence of the Carrier, its servants, agents or sub-contractors.

(3) The Carrier shall not in any circumstances be liable for loss or injury arising after transit is deemed to have ended within the meaning of Condition 6(2) hereof, whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

10. Fraud

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

11. Limitation of Liability

(1) Except as otherwise provided in these Conditions the liability of the Carrier in respect of claims for physical loss, mis-delivery of or injury to Livestock comprising the Consignment, howsoever arising, shall in all circumstances be limited to the lesser of:
- (a) the value of the Livestock actually lost, mis-delivered or injured; or
- (b) the cost of any veterinary treatment; or
- (c) a sum in respect of any Livestock actually lost, mis-delivered or Injured, calculated at the Sterling rates of:
  - (i) £1000 per Horse, Pony, Donkey or Mule
  - (ii) £1000 per head of Cattle

(iii) £200 per Pig or Deer
(iv) £100 per Sheep or Goat
(v) £1,300 per tonne on the gross weight of any other Livestock;

and the value of the Livestock actually lost, mis-delivered or Injured shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of such Livestock: Provided that:

(i) the Carrier shall be entitled to proof of the weight and value of the whole of the Consignment and of any part thereof lost, mis-delivered or injured;
(ii) nothing in this Condition shall limit the liability of the Carrier to less than the sum of £10;
(iii) the Customer shall be entitled to give to the Carrier written notice to be delivered at least 7 days prior to commencement of transit requiring that the limits in 11(1)(c) above be increased, but not so as to exceed the value of the Consignment, and in the event of such notice being given the Customer shall be required to agree with the Carrier an increase in the carriage charges in consideration of the increased limit, but if no such agreement can be reached the aforementioned limits shall continue to apply.

(2) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of the carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless;

(a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or Injury of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of that interest, and
(b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

12. Indemnity to the Carrier

The Customer shall indemnify the Carrier against:

(1) all liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses and loss of or damage to the carrying vehicle and to other Livestock carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper packing, labelling or addressing of the Consignment or fraud as in condition 10;
(2) all claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence), by whomsoever made and howsoever arising (including but not limited to claims made upon the Carrier by H M Customs and Excise or by the Ministry of Agriculture, Fisheries and Food in respect of exported or imported Livestock) in excess of the liability of the Carrier under these Conditions in respect of any loss or Injury whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

13. Time Limit for Claims

(1) The Carrier shall not be liable for:
(a) Injury to or physical loss, mis-delivery or non-delivery of the whole or any part of the Consignment unless advised thereof in writing within three days, and the claim is made in writing within seven days after the termination of transit;
(b) any other loss unless advised thereof in writing within three days and the claim is made in writing within fourteen days after the termination of transit.

Provided that if the Customer proves that,
(i) it was not reasonably possible for the Customer to advise the Carrier or make a claim in writing within the time limit applicable, and
(ii) such advice or claim was given or made within a reasonable time,

the Carrier shall not have the benefit of the exclusion of liability afforded by this condition.

(2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the consignment unless suit is brought within one year of the date when transit commenced.
(3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays, and all statutory public holidays shall be excluded.

14. Lien

(1) The Carrier shall have a general lien against the Customer, where the Customer is the owner of the Consignment, for any monies whatever due from the Customer to the Carrier. If such a lien is not satisfied within a reasonable time, the Carrier may, at its absolute discretion sell the Consignment, or part thereof, as agent for the Customer and apply the proceeds towards the monies due and the expenses of the retention, insurance and sale of the Consignment and shall, upon accounting to the Customer for any balance remaining, be discharged from all liability whatever in respect of the Consignment.
(2) Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

15. Unreasonable Detention

The Customer shall be liable to pay demurrage for unreasonable detention of any vehicle, trailer, container or other equipment but the rights of the Carrier against any other person in respect thereof shall remain unaffected.

16. Right to Slaughter

The Carrier shall be entitled to arrange for the slaughter of any Livestock discovered in transit to be so Injured or sick that, having regard to all the circumstances, it is reasonable to do so.

17. Law and Jurisdiction

The Contract shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the Carrier and the Customer.

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THESE CONDITIONS MAY ONLY BE USED BY MEMBERS OF THE ROAD HAULAGE ASSOCIATION

L.R.T. By appointment to Her Majesty the Queen Horse Transport Contractors

LAMBOURN RACEHORSE TRANSPORT

LAMBOURN RACEHORSE TRANSPORT LIMITED

LAMBOURN, HUNGERFORD, BERKSHIRE RG17 8NT ENGLAND.

TERMS AND CONDITIONS OF TRANSPORT

Lambourn Racehorse Transport Limited's terms and conditions of carriage are those of the Road Haulage Association Limited's Special Conditions for the carriage of Livestock (March 1999 Edition) a copy of which is attached subject as follows:-

1. Where the transit involves the crossing of an EC frontier, the transit will be subject to the rules of the CMR (Convention on the Contract for the International Carriage of Goods by Road) and, in the event of any conflict between the CMR and the terms and conditions attached, the CMR will normally prevail.

2. Condition 11.1 of the attached conditions shall not apply and, in its place, the following condition shall instead apply:-

"11.1 The liability of the carrier in respect of claims for physical loss, mis-delivery or injury to any Livestock comprising the Consignment, howsoever arising, shall be limited to the value of the loss actually sustained by the Customer(s) (and, if applicable, to the reasonable costs of associated veterinary treatment necessarily incurred by the Customer(s)) but in no event, irrespective of the value of any Livestock or Consignment, shall the Carrier's liability in respect of a loss suffered by a Customer (or in respect of aggregate losses suffered by any one or more Customers arising from the same cause or incident) exceed £200,000. In the event that the Carrier becomes legally liable to compensate any one or more Customers under these conditions by reason of any loss(es) suffered by such Customer(s) and such compensation, but for the foregoing sentence of this Condition 11.1, would exceed £200,000, then the compensation actually payable by the Carrier to each Customer in respect of such loss shall be rateably reduced according to the same proportion of £200,000 which each such Customer's loss represents of the aggregate of losses arising from that cause or incident."

Save as stated above, the attached conditions of the Road Haulage Association Limited shall apply.

SIGNED .....

Lambourn Racehorse Transport

SIGNED .....

Customer (please print name) .....

DATED .....