



EQUINE SERVICES

terms & conditions

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General Terms

We are:

Equine Rescue Services Ltd

Our Registered Office is:

Bourne Park, Piddlehinton, Dorchester, Dorset, DT2 7TU

Member:

The person named in the document who is the registered owner of the eligible vehicle.

Eligible Vehicle:

The horsebox or trailer which is owned by the registered owner and the details of which are recorded in the schedule.

Membership:

Your membership lasts for one year from and inclusive of the date specified in the Schedule.

Your membership is valid upon payment of our annual membership fee.

Upon renewal of your ERS membership, the services that you receive will be those set out in the Terms of Membership current at the time of such renewal. To qualify, vehicles must be registered to you and specified in the schedule together with no more than two named drivers (grooms) if applicable. If you change your vehicle during your membership year you must inform ERS in order for your new vehicle to qualify for assistance.

Law and Jurisdiction:

Your ERS Membership is governed by the laws of England.

We/Us/Our:

The assistance service which is operated by Equine Rescue Services and by any authorised employees or agents operating on behalf of ERS.

Territorial Limits:

The United Kingdom of Great Britain and Northern Ireland.

Period of Membership:

12 Months from the commencement date shown in the Schedule.

Breakdown:

The sudden and unforeseen failure of the Eligible Vehicle whilst in use arising from a defect therein, causing such vehicle to be immobilised.

Home:

The address last notified to us as the place where the Eligible Vehicle or Eligible Trailer is normally kept within the territorial limits.

The Service:

ERS provides the following services:

- Call out and roadside assistance
- Horsebox and trailer recovery
- Emergency horse transport
- Overnight livery and accommodation for you and your groom

Assistance not covered by the terms of your membership will be provided but the Member will remain responsible for all charges resulting from the provision of such assistance, i.e. Veterinary Support, Farrier Referral and Slaughter / Carcass removal. We will bill you retrospectively for all costs including call-out, labour, replacement parts and other materials.

General Conditions

Membership

1. You are not entitled to service under this membership within the first 24 hours of affecting your membership.
2. We will give service provided you have paid your membership subscription and do not owe us any money.
3. You must declare all material facts which are likely to affect the terms of your membership.
4. We will not make a refund if you cancel your membership during the membership year, except if you have cancelled within the first seven days of receiving your membership documentation, and only providing you have not used our services.
5. You must produce a valid membership number or proof of identity to use our services. If these are not available we may refuse service or make a charge.
6. You must notify us immediately of any changes in the details you provided at the start of your membership.
7. You will be required to reimburse to us within 30 days from date of our invoice for any costs or expenses paid out on your behalf. Failure to do so may affect your ability to access the service.
8. If you fail to pay any outstanding fees, under the terms of membership we will take legal action against you to recover the funds. Interest will be added monthly.
9. Vehicles being used under a standard or international operator's licence and trailers or horseboxes exceeding: (i) 24 tons gross vehicle weight and (ii) 35 years of age from the date of first registration are not eligible under a standard membership but would need a Hire Membership.
10. If you believe you have grounds to register a complaint regarding a service that we have provided, you must register the complaint with us within fourteen days of the date of the incident. Letters must be addressed to the following:
Customer Services, Equine Rescue Services Ltd, Bourne Park, Piddlehinton, Dorset, DT2 7TU.
11. Your telephone calls to and from us may be monitored and recorded as part of our training and quality assurance programmes. This complies with OFCOM regulations.

Vehicles and Breakdowns

1. In view of the nature of equine assistance and the level of resources available to ERS from time to time, we must reserve the right to refuse to attend at our discretion and to advise the emergency services.
2. ERS will arrange and pay reasonable costs for roadside assistance and recovery of the eligible vehicle. The cost of parts, tyres, oils and materials remain the responsibility of the member and will be charged retrospectively.

3. Eligible vehicles and trailers must be kept in a roadworthy condition; they must be maintained in accordance with the manufacturer's recommendations and must be serviced regularly. We retain the right to request proof of servicing.
4. We retain the right to request proof that faults which have given rise to previous incidents during the current membership year have been rectified
5. We will take legal action against anyone who uses our services dishonestly.
6. Our employees and contractors will use reasonable skill and care when providing the service.
7. We will not be responsible for any consequential loss in connection with an incident, however it is caused.
8. Tyres must be maintained in accordance with the law and the manufacturer's servicing guidelines.
9. Following a tyre blow out, normally a new tyre will be fitted unless you specify that you require your own spare tyre to be fitted. However, there may be circumstances in which a new tyre must be fitted, e.g. for safety reasons such as on a motorway.
10. New tyres are charged out at a premium rate. You may also be charged for parts associated with tyre replacement and disposal of used tyres.
11. The prices of parts/tyres that are given at roadside or on the phone by our staff or contractors at the time of the breakdown are estimated prices only and cannot be guaranteed.
12. A garage or specialist undertaking repair work on your instructions and which is not specifically covered under this membership will be deemed to be acting as the agent for you in respect of such repair work. ERS will only pay for services provided by ourselves unless prior authority is obtained from us.
13. Following a Road Traffic Accident, fire or theft, we will provide you with assistance but we will invoice you retrospectively. Under certain circumstances, we may agree to invoice your insurance company direct for our services.
14. Repairs carried out at the roadside are considered to be a temporary repair; a permanent repair must be carried out as soon as possible.
15. If a prohibition notice has been issued on the vehicle, any assistance required, whether as a direct result of the prohibition order, or thereafter, will not be provided under this membership. Assistance can be provided at your expense and we will invoice you retrospectively.
16. Attendance at or Recovery from a trade premises, MOT or VOSA Test Stations is not covered under this membership.
17. Breakdowns which are considered to have been caused by human error (e.g. contaminated fuel, running out of fuel, being bogged down and keys locked in the vehicle) are not covered under this membership. Assistance can be provided at your own expense and we will invoice you retrospectively.
18. If we are called out repeatedly for the same fault and in our opinion you cannot provide proof that sufficient action has been taken to rectify the fault, we retain the right to charge you the full cost of the incident.

19. You agree to indemnify us against claims arising from loss or damage to the contents of your vehicle as well as consequential loss of any kind arising from the provision of or delay in providing the services to which this Scheme relates.
20. If you call us for assistance but whilst we are en route to attend, you no longer require assistance but fail to cancel, you will be billed for the full cost of our services together with a cancellation fee of £25 plus VAT.
21. You will have to pay any toll or ferry fees.
22. Assistance for incidents caused by any willful or negligent act by the Member is not provided.
23. "At Home" service, ERS will accept reasonable costs to recover the eligible vehicle from the address registered as the place the vehicle is normally kept, to the nearest agreed repair facility.
24. Assistance to vehicles immobilized, temporarily or otherwise by Flood, Snow, Sand or Mud is not covered by this membership.
25. You must take all ordinary and reasonable precautions to prevent or minimize any loss, damage or breakdown covered under this membership.

Horses

1. ERS will arrange and pay reasonable costs for the onward transportation of you and your horse(s) or Pony(s).
2. We reserve the right to refuse to transport horse(s) or pony(s) if a valid horse passport is not being carried or that if in the opinion of our incident managers or contractors a horse or pony is unfit to be transported safely for whatever reason or if DEFRA have restricted the movement of horses at any given location at the time of the incident.
3. Your horse(s) or pony(s) are only eligible for onward travel if the registered vehicle they are being carried in breaks down and cannot be repaired at the roadside within a reasonable time.
4. It is your responsibility to ensure that ERS or its contractors are aware of any special requirements or instructions relating to the loading and transportation of your horse(s) or pony(s) prior to their movement.
5. In the unfortunate event that the member has been injured or hospitalized as a result of a riding accident or road traffic accident and are unable to continue with their journey, ERS will arrange and pay reasonable costs for the transportation of your horses(s) or Pony(s) back to your yard or any other destination within the UK.

Conditions Specific to Traveller Membership (Horseboxes)

In addition to the General Terms and Conditions the following applies specifically to your Traveller membership.

Eligible Vehicle

The self propelled horsebox owned by you as specified in the schedule of this document, used for the transport of your horse and/or pony, which is less than 35 years old from the date of first registration but excluding vehicles being operated under a standard or international operator's licence and vehicles with a gross vehicle weight over 24 tons.

Vehicle & Horse Assistance

In the event that the Eligible Vehicle is immobilised as a result of a breakdown, puncture you may call for the following assistance:

- Call Out of a repairer or tyre specialist to provide roadside assistance.
- When repairs by the roadside are not practicable, The Eligible Vehicle will be recovered to a single destination normally the nearest agreed approved garage or Home, whichever is the nearest.

Together with:

Replacement horse transport to your original destination or Home address (or the place where the horse or pony is normally stabled) for the horse(s) or pony(s) together with the vehicle occupants.

OR

When repairs are practicable but cannot be completed the same day, necessary overnight livery for the horse(s) or pony(s) and any necessary Bed & Breakfast accommodation for you and one other vehicle occupant.

Conditions (Traveller)

1. Assistance for incidents occurring at or within one mile of "HOME" (where vehicle is kept) is not provided.
2. Assistance for incidents caused by any willful or negligent act by the Member is not provided

Traveller At Home

Traveller At Home provides all the benefits of Traveller Membership plus the following:

- Call Out of a repairer or tyre specialist to mobilise your vehicle at your "Home".

Conditions (At Home)

1. This is a 'Get-You-Going' service only. If the vehicle cannot be started, 'At Home' includes recovery of the vehicle to the nearest agreed repair facility. Replacement horse transport is not provided At Home.

Traveller Long Distance

Traveller Long Distance provides all the benefits of Traveller Membership plus the following:

- The restriction of recovery of the Eligible Vehicle to an agreed repairer or Home, whichever is nearest, is lifted. The Eligible Vehicle will be recovered to a single destination of the member's choice, normally Home or to the place where the Eligible Vehicle is normally kept.

Traveller Plus

All the benefits of Traveller membership including, "At Home" and "Long Distance Recovery" plus the following:

- In the event of a breakdown whilst carrying horses, emergency horse transport will automatically be placed on standby.
- The entitlement to overnight accommodation is upgraded to 4 Star accommodation where practicable.