

GUIDE TO THE HORSE PASSPORT LAW

The information below is not an exhaustive guide to the law and has no legal standing. In case of doubt, please refer to the Horse Passport Regulations and Commission Regulation EC 262/2015 which can be downloaded from our website. The term equine refers to all horses, ponies, donkeys, mules and zebras.

Background: Horse passports became law in the UK in 2005 and are only issued by approved Passport Issuing Organisations (PIOs). The passport is a food chain document that identifies the equine by its microchip and silhouette (markings) and provides information of the food status of the animal. If Section II, part II is not signed the equine is deemed eligible to be slaughtered for human consumption and this determines which medicines can be administered. If Section II is signed the animal is permanently excluded from the food chain.

Applying For A Passport: By law, a foal must be issued with a passport within six months of birth or by 31 December of the year of birth – whichever date is latest. After this date, or if the country of foaling is unknown, it will be issued with a passport stamped as "Replacement" which permanently excludes it from entering the food chain.

If a passport is lost the law requires the owner to apply for a Duplicate Passport. If the original passport issuer cannot be identified a passport stamped as Replacement will be issued. Duplicate and Replacement passports permanently exclude the equine from entering the food chain

Buying & Selling An Equine: It is illegal to sell an equine without handing over the passport at the time of sale so if no passport is available the seller must obtain one before the sale goes ahead. Once you have bought, or been given, an equine you have 30 days to register your ownership. If you wish to sell the animal within those 30 days you must register your ownership first.

Advice: Always ensure you inspect the passport when viewing an equine and make sure it matches the animal you are viewing/buying. The best way to do this is to scan the microchip in the animal and make sure it is the same as the one officially recorded in the passport. This can avoid problems later and let you verify what the owner may have told you about its age etc. The passport is evidence of the equines identity but not proof of ownership and so buyers are advised to get a receipt from the seller to include a minimum of the Life Number from the passport, the seller and buyers name and address with the amount and date paid. If an ownership dispute arises later you will need to seek legal advice as the Horse Passport Agency Ltd cannot get involved in such disputes.

Importing An Equine: If the equine comes from within the EU then it should have a valid passport and you will need to update your ownership within 30 days. If it originated from outside the EU and does not have a valid passport you must obtain one within 30 days.

Day to Day Responsibility: It is an offence to own or keep an equine without a passport. The passport must accompany the equine and be available for immediate inspection with a few exceptions. If you have a horse on loan, run a livery yard with horses on full livery or you transport an equine on behalf of the owner, you can be liable for prosecution if you do not have access to the passport.

Vets are required to ask to see the passport before treating an equine. The vet will need to be aware of the human consumption status of the horse before deciding which category of medicines may be given to the horse. For an example an equine prescribed Phenylbutazone (Bute) would have to be permanently excluded from the food chain.

When the Equine Dies: The passport must be returned to the PIO within 30 days stating date and cause of death if known to comply with the legislation.

Owners & keepers of equines may be fined up to £5,000 if they fail to comply with the legislation which is enforced by Local Authorities and the Food Standards Agency.

Please keep this sheet for your information.

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TERMS & CONDITIONS

The following information should be retained by the applicant. By making an application to the Horse Passport Agency Ltd, or by requesting information from our website (www.horsepassportagency.co.uk), you confirm your consent to these Terms & Conditions of Use.

1. Glossary:

- a. "Agency", "we", "us" or "our" refers to the Horse Passport Agency Ltd (registered in England No. 4734122)
- b. "You" and "your" refers to a person making contact with the Agency or who is, or has been, registered with the Agency as an owner of an equine.

2. Legislation:

The Agency is approved by DEFRA and governed by the Horse Passport (England) Regulations 2009 and, where applicable, the Regulations for the devolved administrations of Scotland, Wales and Northern Ireland. Applicants should be aware of Horse Passport Regulations 2009 and Commission Regulation EC 262/2015 (copies displayed on our website), before submitting a passport application or a change of ownership application.

3. Privacy Statement:

Our Privacy Statement is available on our website or by forwarding a request together with a stamped addressed envelope to our offices. By making an application to the Agency, or by requesting information from our website (www.horsepassportagency.co.uk), you confirm your consent to the terms of our Privacy Statement which explains how and why this information is collected and how it will be used.

4. Description of the Passport:

The Passport is an A5 UPVC document, bound by rivets and printed on chemically watermarked paper with a hologram on the front page. From 1st January 2016 the silhouette will be protected by a transparent adhesive laminate. It is personalised with a typed description of the animal, a microchip number and contact information for all recorded owners.

5. Ownership of the Passport:

The passport is issued as an aid to identification of the animal. It is not a certificate of legal ownership and should not be construed as such. The passport remains the property of the Agency and can be recalled at any time.

6. Amendments:

When an application is required to be amended or it is found to be incomplete, prior to the passport being issued, the applicant will be liable to a re-submission charge.

7. Cancel:

If an application is cancelled by us the applicant will be liable to an additional resubmission fee and may be required to have the animal re-identified. No Right To Cancel: Due to the personalised nature of a Horse Passport, you acknowledge that when we have received your order, you do not have the right to cancel your order, and consequently the application fee will be retained to cover the costs associated with the processing of your application. This does not affect your other statutory rights.

8. Payment & Fees:

a. Fees (all fees are inclusive of VAT and delivery costs and are valid for correctly completed applications submitted before 31.12.18).

i. New Passport Application Fee: £22 if submitted by your vet online or £27 by post.

ii. Fast Track of New Passport Application: £19 per application in addition to the standard fee. To be posted by Royal Mail Special Delivery 1pm Service.

iii. Change Of Ownership Notification £18.50 by post, £15.50 online.

iv. Other Amendments: £13.50.

v. Duplicate Passport: £31.

vi. Resubmission of application form: £5.

vii. Reversal of cancellation of application form: £5.

b. VAT: The Agency is registered for VAT in England (Reg. No. 824 9189 01). All fees quoted above include VAT. VAT receipts are available on request.

c. Payment Methods: Payment can be made by debit or credit card. Alternatively payment can be made with the application as either a cheque or Postal Order, payable to Horse Passport Agency Ltd.

d. Payments Not Honoured: Where cheques are returned to the Agency unpaid by your bank you will be required to pay a £10 administration fee in addition to the original amount.

9. Our Liability:

Whilst the Agency believes the information contained within its Horse Passports to be correct we cannot guarantee its accuracy, in particular where it is dependent on information supplied to us. Therefore, we cannot accept liability for any loss resulting from errors that may arise. Except for liability which cannot be limited or excluded by applicable law, our maximum liability is limited to a full refund of the application or other applicable fee paid at the time of order. The Horse Passport Agency Ltd reserves the right to refuse or cancel any application.

10. Discrimination:

The Agency does not discriminate and will not tolerate discrimination between owners of equines registered on its database.

11. Dispute Resolution:

The Horse Passport Agency Ltd (Agency) expects all its customers to abide by the Terms & Conditions, rules and standards established by the Agency (please refer to www.horsepassportagency.co.uk to see these). This procedure is in place to provide a customer who has a grievance not covered by the above or who feels they have been incorrectly applied, the opportunity to have the grievance examined and resolved at the earliest practical moment and at the most local level possible. While the matter is being considered under the Appeals Procedure, the operation of the Agency cannot be interrupted. The person(s) raising the matter shall continue to comply with the rules of the Agency during the course of the examination of the matter in question. By so doing he/she will not create any precedent nor will his/her custom be prejudiced in any way in relation to the matter being processed.

The procedure to apply shall be as follows:
Stage 1: A customer who feels aggrieved in relation to any matter pertaining to Agency business should, in the first instance, write (whether by electronic means or otherwise) to the Customer Services Team of the Agency, making it clear that Stage 1 of the Appeals Procedure is being invoked. A member of the team will reply as soon as is reasonably practicable, but in any case within thirty days from receipt of the letter from the appellant.
Stage 2: If the issue remains unresolved after Stage 1, the customer(s) may make a written request to the Director of the Agency to review the complaint and the Agency's response. The Director will reply as soon as is reasonably practicable, but in any case within thirty days from receipt of the letter from the appellant. The Director may choose, if the complaint is not covered by the Terms & Conditions, rules and standards of the Agency, and where the circumstances so warrant, to issue a full refund and cancel the application.
Stage 3: If the issue remains unresolved after Stage 2, the customer(s) may choose to pursue the matter by invoking provisions under the legal personality of the Agency.

12. Contact Details:

If you have any queries or concerns please email us enquiries@horsepassportagency.co.uk or contact us in writing at our Registered Office: Top House Farm, Ridge, SY12 9HS.