

Terms & Conditions 2011

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.org), 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 based in England with offices in Dublin. For passports issued within the UK 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. For passports issued within the Republic of Ireland the Agency is approved by the Department of Agriculture and Food and governed by S.I. No. 399 of 2004 and No. 530 of 2007.

Applicants should be aware of this legislation (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.org), 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 bound document which is personalised with a typed description of the animal, a diagram 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, there will be a minimum re-submission charge of £10 (or €12).

7. 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 31.12.11) .
 - i. New Passport Application Fee: £23/ €30,
 - ii. New Passport Application including Fast Track: £35 to be posted 1st Class Recorded or £40 Royal Mail Special Delivery 1pm Service
Fast Track Service not available in Republic of Ireland.
 - iii. Change Of Ownership Notification £15 (£13.00 On-line) /€20,
 - iv. Other Amendments: £12 /€16,
 - v. Duplicate Passport: £25 / €40

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 should be made with the application as either a Cheque or Postal Order, payable to the Horse Passport Agency Ltd.

d. **Payments Not Honoured:** Where cheques are returned to the Agency unpaid by your bank you will be liable for any bank charges (normally £7.50 or €12) the Agency has incurred and £10/€16 per letter we write to you in relation to the payment.

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.

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.org 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 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 I 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.