

LUSK TRANSPORT LIMITED

CONDITIONS OF CONTRACT FOR CARRIAGE

All Equines are stabled and transported at owner's risk.

Please note that the Company accepts no liability for injury or loss to any animal or person being transported by or in the care of the Company howsoever caused and your attention is specifically directed to these conditions.

Our conditions expressly exclude all liability on our part for any loss or damage to person or horse however arising and whether due to negligence on our part or on the part of our servants or agents or employees or anybody for whose acts we are responsible. If you wish your animals or attendants therefore to be insured whilst they are being carried by us or in our care it is up to you to arrange this yourself.

1. Lusk Transport Limited hereafter called the (Company) undertake to arrange for the carriage of animals referred to in the Consignment Note to the destination therein referred. In the event of the Company being unable to consign the animals in the manner required by Sender the Company may reserve the right (if for any reason they are unable to consign the animals to the address given) to make alternative arrangements for the consignment of the animals to an alternative address and in such a case if any additional charges are incurred they will be borne by the Sender. Alternatively, any reduction of charges will be refunded to the Sender.
2. The Company is authorised as agent for the Sender to contract for the carriage of the animals upon the terms of any Bill of Lading or other condition usually required by carriers.
3. The Company shall not under any circumstances be liable for injury or sickness (including fatal injury or sickness) to any animal howsoever arising or for any loss suffered by the Sender or owner of the animal or any other person under any circumstances however arising. Without prejudice to the generality of the foregoing the Company will not under any circumstances be liable for any negligence or breach of contract or warranty or condition or breach of duty (including breach of statutory duty) or any loss or damage resulting therefrom to any person or any of its servants or agents or any person or persons for whose acts it may be responsible. Nor shall it under any circumstances be liable for any injury or sickness (including fatal injury or sickness) however caused to any animal or for any loss sustained by the Sender or owner of the animal or any other person by reason of a defect in any vehicle (including an aeroplane) in which the animal is carried or caused in the loading or unloading of any animal into or out of any vehicle (including an aeroplane) or in the handling or riding or care, custody or control of any animal, or arising from any deviation, misdelivery, delay or detention of any animal from any other cause howsoever arising.
4. If the Sender or any employee, servant or agent or other person whether authorised by the Sender or owner or not travels by transport arranged or provided by the Company or its Agents, the Company is under no liability under any circumstances to such person or his representatives for the loss of life, personal injury or delay or for loss of or damage or delay to such person's property however caused or for any other loss howsoever arising.
5. The Senders, owners and consignees and their agents, shall be bound by, and warrant the accuracy of all details given to the Company for customs, consular or other purposes, and they undertake to indemnify the Company against all losses, damages, expenses and fines arising from any inaccuracy or omission, even if such inaccuracy or omission is not due to any negligence.
6. The Company shall not be liable under any circumstances for any loss, damages or expenses arising from, or in any way connected with the description of any livestock or goods or their value.
7. The Company is under no liability to feed and water livestock unless by special request. The Company may, however, in the absence of such request or agreement arrange the feeding and watering of livestock at the expense of the owner if, in the opinion of the Company, it is reasonable to do so without incurring liability for any consequences thereof.
8. All agreements between the Company and the Sender shall be governed by Law and within the exclusive jurisdiction of the Northern Ireland Courts.
9. The Company shall not under any circumstances be liable for loss or damage however caused resulting from fire, water, explosion or theft or by any other cause whether by negligence or breach of contract of the Company, its servants, agents or any person or persons for whose acts the Company is liable in law or otherwise.
10. The word "Sender" in these conditions means the person or firm (including always the owner) at whose request the Company has agreed to arrange the carriage of animals whether or not such person or firm is the owner or consigner of the animal. The sender will be liable for all charges and expenses incurred by the Company if for any reason they are not paid by the consignee or otherwise not recovered by the Company.