

Anthony D Evans

# Horse Trailer Rescue

Provided by Equine Rescue Services

## Terms & Conditions

### Definitions

**We are:** Equine Rescue Services Ltd and we work on behalf of Anthony D Evans Insurance Brokers & Co. Ltd

**Our Registered Office is:** Retro House, Unit 6d Parkway Farm Business Centre, Poundbury, Dorchester, Dorset. DT1 3AR

**Member:** The person named on the membership documents who is the registered owner of the Eligible Vehicle, or a person with the permission of the registered owner.

**Eligible Vehicle:** The horse trailer which is recorded on the membership documents.

**Membership:** Your membership lasts for one year from and inclusive of the date specified in the membership documents.

Your membership is valid upon payment of our annual membership fee. Upon renewal of your membership, the services 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 membership documents. If you change your vehicle during your membership year you must inform Anthony D Evans Insurance Brokers in order for your new vehicle to qualify for assistance.

**General Data Protection Regulation:** You will be required to give Anthony D Evans Insurance and Equine Rescue Services permission to store and process your personal data, solely for the administration of your membership and the provision of our breakdown and recovery services you have requested. We do not store or process children's personal data, consequently you will be asked to confirm that you are over 18 years of age. We will not pass your details onto third parties.

**Law and Jurisdiction:** Your Equine Rescue Services 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 Equine Rescue Services.

**Territorial Limits:** The United Kingdom.

**Period of Membership:** 12 Months from the commencement date shown on the membership documents.

**Breakdown:** The sudden and unforeseen failure of the Eligible Vehicle, whilst in use, caused by mechanical or electrical defect, therein causing such vehicle to be immobilised.

**Home:** The address last notified to us as the place where the Eligible Vehicle is normally kept within the territorial limits. If the vehicle is kept at a place other than your home address, we will ask you to provide this to us also.

**The Service:** Equine Rescue Services provides the following services:

- Call out and roadside assistance
- Trailer recovery
- Emergency horse transport
- Overnight livery and accommodation for you and your passengers

## General Conditions

### Membership

1. You are not entitled to service under this membership within the first 24 hours of effecting your membership. If you do breakdown during the first 24 hours assistance can be provided at your own expense and we will invoice you retrospectively.
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 fourteen days from inception of your membership, 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, in line with Her Majesty's Court Service, HMCS.
9. Trailers being used for business purposes Hire and Reward or exceeding 3.5 tons gross vehicle weight are not eligible under a standard membership and would need to contact Anthony D Evans Insurance Brokers to obtain a specialised rate.
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 "Customer Services, Equine Rescue Services Ltd, Retro House, Unit 6d Parkway Farm Business Centre, Poundbury, Dorchester, Dorset DT1 3AR."
11. We reserve the right to refuse renewal of a membership.
12. Your telephone calls to and from both Anthony D Evans Insurance Brokers and Equine Rescue Services may be monitored and recorded as part of our training and quality assurance program. This complies with OFCOM regulations.

### Vehicles and Breakdowns

1. Equine Rescue Services will arrange and pay reasonable costs for roadside assistance and/or recovery of the Eligible Vehicle. The cost of parts, tyres, oils and materials remain the responsibility of the member and will be charged retrospectively by Equine Rescue Services. You will not/cannot be charged at roadside.
2. The Eligible Vehicle 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.
3. An informed decision of either roadside repair or recovery will ultimately be made by the Service Centre.
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 if the tyre is not readily accessible such as on a motorway.
10. New tyres are charged out at a premium rate. We recommend you carry a spare wheel and tyre.
11. You must carry and have available for the technician any special tool or equipment needed to remove the wheels. We will not be held responsible for damage caused to wheels and trims as a result of locking devices not being readily available.
12. The prices of parts and materials 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.
13. A garage/specialist undertaking work on your instruction, and which is not covered under your membership, will be deemed to be acting as the agent for you. Equine Rescue Services will only pay for services provided by ourselves unless prior authority has been obtained.
14. All workshop labour is payable by the member.
15. Following a Road Traffic Collision, Fire, Theft, or external damage, we will provide you with assistance but we will invoice you retrospectively. We may agree to invoice your insurance company directly.
16. Repairs carried out at the roadside are considered to be a temporary repair; a permanent repair must be carried out as soon as possible.
17. 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.
18. Attendance at, or recovery from, trade premises is not covered under this membership.
19. Breakdowns which are considered to have been caused by human error are not covered under this membership. Assistance can be provided at your own expense and we will invoice you retrospectively.
20. If we are called out repeatedly for the same fault and 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 repeat incident.
21. You will have to pay any toll, ferry fees, congestion and emission charges.
22. If your vehicle is recovered by us to our agents premises for storage we will pay storage fees for the first 24 hours only. Any charges thereafter will be chargeable.
23. Assistance for incidents caused by any wilful or negligent act by the Member is not covered
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.
26. If the Eligible Vehicle is damaged either internally or externally by a horse(s) we will provide assistance but we will invoice you retrospectively. We may agree to invoice your insurance company directly if relevant.
27. KEYS – We cannot provide replacement keys or auto locksmith services under your membership. In cases where a key is lost or broken, and which causes the vehicle to be immobilized, we will only offer to recover your vehicle to a repairer of your choice or home. Where keys have been locked inside we will use a reasonable attempt to gain access and recover the keys. If this is not possible we will recover your vehicle to a repairer of your choice or home.

## Horses

1. Equine Rescue Services will arrange and pay reasonable costs for the onward transportation of you and your horse(s) or pony(s), to a single destination of your choice.
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 Equine Rescue Services, 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, Equine Rescue Services will arrange and pay reasonable costs for the transportation of your horse(s) or pony(s) to a single destination of your choice.
6. If your horse/animal is being transported by one of our authorised horse transporters and damage to the transporters vehicle is caused by your horse/animal(s). You are solely responsible for the full cost to repair the damage caused.

## Service Provided – What is covered under your Membership.

### Horse Trailer Rescue. (Membership prefix 316EA)

This is a Nationwide Membership **NOT** including assistance at the home address (vehicle is required to be one mile away from the home or where the vehicle is kept), which provides separate transportation for your horse(s) with unlimited distance within the UK

- Roadside Assistance a from a mechanical agent or tyre specialist.
- Trailer Recovery to any single destination within UK.
- Fresh horse transport to any single destination in the UK, if the vehicle cannot be fixed.
- Overnight Livery and accommodation for you and your passengers.

This membership does **NOT** provide assistance for your towing vehicle. However If the vehicle towing the eligible trailer is immobilised as a result of a breakdown we will arrange recovery of the trailer and horse(s) to a single destination of your choice within the UK. (Recovery of the towing vehicle is not included).

### **IMPORTANT NOTICE RELATING TO TYRES**

About a third of all the breakdowns we attend are tyre related.

We strongly recommend that you carry a legal, serviceable, and easily accessible spare wheel on board, or at least a spare rubber (just the actual tyre). If carrying just the rubber you will need to make us aware that this is the case.

If you are not carrying a spare, as detailed, above we will attend and supply you with a new tyre roadside.

**Tyres supplied roadside will be considerably more expensive than the price you will pay your local supplier, and in many cases the price could be double.**

Like others in our industry we have no influence over the price of tyres supplied to our service, and we will only pass on the cost of the tyre, including associated parts such as valves, tubes, disposal fees, etc with no mark up.

