



Sallyfield Lane, Stanton, Ashbourne,
Derbyshire, DE6 2DA
01335 320030 info@equine-endoflife.co.uk

CUSTOMER TERMS AND CONDITIONS

Please carefully read the following terms and conditions to ensure you understand the services that will be provided.

This contract is used for when you and we enter into a contract over the telephone.

In this contract:

- 'We', 'us' or 'our' means Equine End of Life Service, a trading arm of NFSCO CIC (Company No. 05027082), who are a referral service that will arrange, on your behalf, for a Collector to collect an equine; and
- 'You' or 'your' means the person buying services from a Collector.
- 'Collector' means the person, company, or organisation (including, where the context so admits, its employees, agents, contractors and subcontractors) available to fulfil your requirements in order to perform the agreed services.
- 'Services' means:
 - The collection, transportation, handling, and disposal and, if required, euthanise in accordance with Law and your requirements by or on behalf of the Collector of an equine that the Collector has agreed to collect, transport, handle, and dispose of and, if ordered, euthanise, or, if required, subsequent return of equine ashes.
 - Any agreements made by or on behalf of the Collector in connection with any of those activities.

If you don't understand any of this contract and want to talk to our representative, please contact us by:

- e-mail: info@equine-endoflife.co.uk; or
- Telephone: 01335 320030.

The office is open 8.30am to 5.00pm Monday to Friday.

1 Introduction

- 1.1 If you order Services through us you agree to be legally bound by this contract and a Collector's terms and conditions.
- 1.2 The Services are provided for domestic and private use.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. We will give you this information in a clear and understandable way. Typically, this information is available before you request the Services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy.
- 2.2 The key information we give you is contained within these Terms and Conditions.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Telephone calls to our administrative office may be recorded for security purposes and for the purpose of staff training and to ensure that your instructions are carried out correctly. Telephone calls and electronic messages may be monitored and recorded for security purposes and to maintain and improve the Company's service. The information we hold and use may include recordings of your voice and will be dealt with in line with our Privacy Policy.
- 3.3 Our Privacy Policy is available www.equine-endoflife.co.uk.

4 Ordering services from us

- 4.1 Below, we set out how a legally binding contract between you, a Collector and us is made:
 - 4.1.1 Any quotation given by us before you make an order for services is not a binding offer by us to supply such services.
 - 4.1.2 When you decide to place an order for services with us, this is when you offer to buy such services from us.
 - 4.1.3 When you place your order with our representative, he or she will acknowledge it over the telephone. Our representative will ask for a suitable collection point for the equine to be collected and/or euthanised.
 - 4.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your

order. This is typically for the following reasons:

- (a) we cannot carry out the Services (this may be because, for example, we have vehicle movement restrictions due to a disease breakout in your area or we have a shortage of collectors)
- (b) we cannot authorise your payment
- (c) you are not allowed to buy the Services from us
- (d) we are not allowed to sell the Services to you
- (e) there has been a mistake on the pricing or description of the Services
- (f) your instructions are not clear

4.1.5 We will only accept your order when our representative confirms this to you by telephone. At this point:

- (a) a legally binding contract will be in place between you and us, and
- (b) we will arrange for the Services to be carried out in the way you and we have agreed

5 Carrying out of the services

- 5.1 We will make arrangements with you for the collection and/or euthanasia of the equine within the agreed timescale.
- 5.2 We will provide you with the most suitable range of services available. You may select any Collector to supply the Services provided the Collector is willing to provide the Services to your postcode.
- 5.3 It is agreed between us and you that a Collector may refuse to collect any equine from you when, in the opinion of the Collector, the road is unsuitable for the vehicle to proceed along.
- 5.4 The carrying out of the Services might be affected by events beyond our and the Collector's reasonable control. If so, there might be a delay before we can action the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, both us and the Collector will try to restart the Services as soon as those events have been fixed.
- 5.5 If you permit the Collector to remove the equine, you will have accepted the Services provided and shall, where possible, countersign, and date the receipt provided by the Collector at the time of collection, which will evidence that acceptance. If you are unable to countersign at that time, you will be deemed to accept the Services provided by the Collector unless you notify us of a dispute within 24 hours by telephone on 01335 320030 or email info@equine-endoflife.co.uk.

6 Charges and payment

- 6.1 We collect payments on behalf of all Collectors and pay the Collector's undisputed invoices.
- 6.2 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as special service charges) to the fullest extent we can when you place an order with us over the telephone.
- 6.3 All charges are determined by the Collectors, not by us, and you may choose the Collector you wish to do business with. Payments taken by us are payable to the Collector by us less an agreed promotional/administration levy.
- 6.4 Payment will be taken by credit card or debit card over the telephone at the time the order for the Services is placed. Your credit card or debit card will be charged immediately after acceptance of the order with our representative.
- 6.5 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 6.6 The price of the services:
 - 6.6.1 is in pounds sterling (£)(GBP)
 - 6.6.2 includes any VAT at the applicable rate
- 6.7 If you believe an invoice to be incorrect, please contact our administration office as soon as possible on 01335 320030.

7 Cancellation

- 7.1 You agree that, on your request due to the sensitive and urgent nature of your instructions, we can arrange for a Collector to carry out the Services during the 14-day cancellation period.
- 7.2 You can cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the Services carried out until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to the Services carried out, in comparison with the full coverage of this contract.
- 7.3 You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14-day cancellation period once the Services have been fully carried out. If this happens, we will charge you for the full cost of the Services carried out.
- 7.4 We will make the reimbursement without undue delay, and not later than 7 days after the day on which we are informed about your decision to cancel this contract.
- 7.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

8 Nature of the services

- 8.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
 - 8.1.1 the services are carried out with reasonable care and skill

- 8.1.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
- 8.1.3 We must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out.

9 Collector Terms

- 9.1 All Collectors have agreed to Terms and Conditions with us and they shall at all times comply with those Terms and Conditions to ensure they are suitable to provide the Services.
- 9.2 All Collectors have agreed to our Collector Standards which can be viewed on our website www.equine-endoflife.co.uk/collectorstandards and all Collectors will provide the Services in line with those standards.
- 9.3 More specifically, all Collectors warrant and represent to us and you that they have and shall continue to have through the contract, all necessary consents, licenses and approvals in connection with its entry into and performance of its obligations under the contract.
- 9.4 Throughout the contract, the Collectors warrant and undertake that:
 - 9.4.1 they shall:
 - (a) Obtain, uphold and maintain all consents, licences and approvals required to operate any of the Services;
 - (b) Ensure that it is able to provide all the necessary facilities, materials and personnel of appropriate qualifications and experience to undertake the Services;
 - (c) At all times be responsible for the actions of its employees, agents, contractors and any approved person with whom it engages at any time as if they were its own;
 - (d) Perform the Services at all times with all reasonable skill, care, diligence and in accordance with the Law and our Collector Standards from time to time;
 - (e) Make direct arrangements with either us or you for the collection of the equine within the agreed timescale;
 - (f) Upon collection of the equine, provide you with a signed receipt for that collection, giving the date and time of the collection, the Collector's registration number;
 - (g) Keep records of all receipts issued and records where the equine was disposed of and the method of disposal for a period of six years from the date of the collection.

10 Services issues

- 10.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out in this contract. For more detailed information on your rights and what you should expect from us, please:
 - 10.1.1 contact us on 01335 320030 or info@equine_endoflife.co.uk, or
 - 10.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06
- 10.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

11 End of the contract

- 11.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limit on our responsibility to you

- 12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - 12.1.1 losses that:
 - (a) were not foreseeable to you and us when the contract was formed
 - (b) that were not caused by any breach on our part
 - 12.1.2 business losses
 - 12.1.3 losses to non-consumers
- 12.2 We shall not be liable for any loss that you may suffer as a result of any error or inaccuracy in the instructions you provide to us. We shall also not be liable for any loss of damage as a result of using the Services provided by us or the Collector except where such loss or damage was caused by negligence, wilful default or fraud.
- 12.3 We shall not be liable for any:
 - 12.3.1 Errors of interruption in communication;
 - 12.3.2 Losses or delays in the transmission of your instructions to us or a Collector by any internet or communication provider or by software failure;
 - 12.3.3 Any breaches of security beyond our control; or
 - 12.3.4 Any indirect or consequential loss you may suffer as a result of placing your order for the Services through the telephone.
- 12.4 We shall in no way be liable in connection with these Terms and Conditions to you or the Collector for any sum or sums other than the payment to the Collector of the charges properly due and payable.

13 Dispute resolution

- 13.1 If there is a dispute with regards the provision of Services, we will endeavour to make every effort to resolve the dispute within 72 hours.

- 13.2 If you are unhappy with:
- 13.2.1 the Services
 - 13.2.2 our service to you generally
 - 13.2.3 any other matter
- Please contact our administration office as soon as possible and we will try to resolve the complaint immediately. A copy of our internal complaints procedure is available upon request from our administration office.
- 13.3 If we cannot resolve the complaint to your satisfaction you have the right to refer the matter to the End of Life Equine Services Contract Office Manager. Details can be requested upon our administration office if required.
- 13.4 If a dispute still cannot be resolved within 28 days of the complaint being notified to us, we will:
- 13.4.1 let you know that we cannot settle the dispute with you, and
 - 13.4.2 Give you certain information required by law about our alternative dispute resolution provider which is run by Centre for Effective Dispute Resolution (CEDR).
- 13.5 If you want to take court proceedings, the relevant courts in the part of the United Kingdom where you live will have non-exclusive jurisdiction in relation to this contract
- 13.6 The laws of England and Wales will apply to this contract

14 No Agency, Employment, Joint Venture or Partnership

- 14.1 The parties are not, nor shall they be deemed to be, at any time carrying on business in common in connection with these Terms and Conditions with a view of profit and nothing in these Terms and Conditions shall be deemed to create or constitute or create a joint venture or agreement of employment between the parties not to make either party the agent of the other.
- 14.2 Neither party shall act or describe itself as the agent, employee or partner of the other, nor shall it make or represent that it has authority to make any commitments on the others behalf.

15 Assignment and Novation

- 15.1 You may not assign charge or make a trust of any of your rights or the benefit of all or part of this contract or transfer or delegate any of your duties or obligations without prior written consent of us.
- 15.2 We may at any time assign, charge, transfer or deal in any other manner with the Contract or any of its rights under it or transfer, delegate or sub-contract any of its duties or obligations under it.

16 Third party rights

- 16.1 No one other than a party to this contract has any right to enforce any term of this contract.