

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 Equine Identification (England) Regulations 2018 and, where applicable, the Regulations for the devolved administrations of Scotland, Wales and Northern Ireland. Applicants should be aware of Equine Identification Regulations 2018 (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 may 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:**

Fees may be subject to change if DEFRA (or devolved administrations) require additional administrative tasks.

 - a. Fees (inclusive of VAT for correctly completed applications received before 31/12/2022).
 - i. New Passport Application Fee: £32 by post or £25 if submitted online by your vet using Vet Services.
 - ii. Fast Track Upgrade of Application: £18 per application in addition to the standard fee. To be posted 1st Class Recorded.
 - iii. Change of Ownership Notification: £22.00 by post or £18.50 online.
 - iv. Other Amendments: £16.50.
 - v. Duplicate Passport: £31.50.
 - vi. Resubmission of application form or reversal of cancellation of application form: £7.
 - b. VAT: The Agency is registered for VAT in England (Reg. No. 824918901). All fees quoted include VAT. VAT receipts available on request.
 - c. Payment Methods: Payment should be made by Debit or Credit card. Alternatively payment can be made by Post Order payable to Horse Passport Agency Ltd. Payment made by cheque will delay your application by a minimum of 10 working days.
 - d. Payments Not Honoured: Where cheques are returned unpaid by your bank you will be required to pay a £7 administration fee.
- 9. Processing Times:** Many of our application forms give an indication of processing time in terms of working days. A working day is usually Monday to Friday, excluding weekends, Bank Holidays and any day the office is closed for business. Processing time starts once payment has been received by Debit/Credit card or Postal Order and is dependent on a correctly completed application.
- 10. 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.
- 11. Discrimination:** The Agency does not discriminate and will not tolerate discrimination between owners of equines registered on its database.
- 12. 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.
- 13. Contact Details:** If you have any queries or concerns please email us enquiries@horsepassportagency.co.uk or contact us in writing at the address below.