

General Terms and Conditions | Marcel Jordan Horse Transport

Applicable to agreements concerning transport over the road are the Algemene Vervoercondities (AVC) each time such as filed the latest version for the Clerk's Office of the District Court in Amsterdam and Rotterdam. Border-crossing road transport takes place in accordance with the CMR treaty and in addition thereto the aforementioned AVC. All disputes that derive from or relate to (the) agreement(s) concluded between parties, will be resolved by the competent court in Den Bosch, the Netherlands. The Laws of the Netherlands are applicable. The General Terms and Conditions have been made available to you before or at the conclusion of the agreement and shall be sent free of charge upon request.

In accordance with Article 11 sub G of the AVC and Article 17 section 4 sub F of the CMR, the horses will be transported and cared for on your own risk. Marcel Jordan Horse Transport B.V. cannot be held liable for any injury, incurred before, during or after the trip, during the stay on the lorry, the loading and/or unloading and the putting in the stables.

Marcel Jordan Horse Transport B.V. transports under AVC and CMR conditions, this means that there is only a slight cover in case of an accident or calamities. It is therefore advisable to purchase an additional insurance yourself. If so desired, we can establish a contact with an insurance agent.

If during the transport, according to the coach/chauffeur, it shows that a horse requires additional care, this shall then be arranged on site. These additional costs (such as among others veterinarian, lodging, clinic, extra kilometres, blankets) are for the account of the principal.

If during the granting of a commission it is not clear who will pay the freight (and possibly unforeseen costs), then the principal is always responsible for this. All General Terms and Conditions such as discussed here, will therefore be accepted by the principal, also if this is not the owner, trainer or related third party person.

If Marcel Jordan Horse Transport B.V. deploys another transporter and this states in advance to the customer, because this becomes otherwise too expensive to execute the transport under own management, then Marcel Jordan Horse Transport B.V. cannot be held liable for the part of the transport which has not been executed by Marcel Jordan Horse Transport B.V. itself.

The prices are, if not agreed otherwise, based on joint loading. Because of this, no warranties can be given concerning time and date of the loading and the unloading, this can be 7 days per week and 24 hours per day. Also, if already an appointment has been made, a transport may be moved each time, if cancellations have been made by other customers. Marcel Jordan Horse Transport B.V. cannot be held liable if damage emerges, in whichever manner, if a horse will not be loaded or unloaded timely, also if it concerns a separate transport, not on the basis of joint loading. The prices are exclusive of VAT.

If there are special circumstances, because of which the well-being of the horse and/or the safety of one or more employees of Marcel Jordan Horse Transport B.V. can be jeopardised, then one is obliged to report this in writing, per mail or per message. Serious damage, caused by a horse is for the account of the principal. Marcel Jordan Horse Transport B.V. can at all times refuse a transport after all, without stating reasons.

The horses must have a valid registered passport and to be provided with all required inoculations. If it concerns a not registered passport, then the owner/principal is obliged to give a notification hereof. Possible costs of the non-notification hereof are for the owner/principal. For transports across borders, a health certificate (mostly Traces) is obligatory. If a horse abroad cannot be loaded because there is no valid health certificate present, then the principal is still obliged to pay freight costs. A place will be reserved, that cannot be filled with a replacement on the short notice.

The freight costs shall, unless agreed otherwise, be paid in advance into the bank or cash upon loading/unloading.

If the payment term will be exceeded, 5 % interest per month will be charged.

If payment in cash takes place in another currency than the Euro, then all costs such as the exchange at an exchange office will be added to the freight costs. Because of this, a higher price will emerge than the price that will be calculated via the exchange rate.