



## TERMS AND CONDITIONS

### 1. General:

#### 1.1. Company data: Fly My Horse (further described as FMH)

Company registration number: BE 0631.916.002

Official company name: SVEVI BV

Commercial name: Fly My Horse

Address: Kloosterstraat 64A, 9960 Assenede, België

#### 1.2. Services and performances provided by FMH are exclusively governed by these terms and conditions. Deviations can only be agreed with us in writing.

#### 1.3. Services and performances provided by FMH include (but not limited to): The handling, stabling and transport of horses and accessories throughout the world.

#### 1.4. All our transactions are carried out on the basis of the General Belgian Forwarding Conditions 2005, published in the appendix to the Belgian Official Gazette dated 24 June 2005 under no. 05090237.

### 2. Responsibilities

#### 2.1. All horses and accessories are handled, stabled and transported at the owner's risk. FMH will at all times act with due diligence and consider the welfare of the horses as a priority.

#### 2.2. Stabled horses can be walked at FMH, put in the horse walker, lunged and ridden. Specific requirements must always be reported in advance. FMH is not responsible for any accidents during all this.

#### 2.3. FMH is not responsible for loss, theft or damage to personal property.

### 3. Insurance

- 3.1. All horses and accessories are assumed to be insured by the owner or prospective owner. If there is a need for insurance or advice regarding insurance, FMH can assist through external partners.

#### **4. Terms of payment**

- 4.1. All services must be paid 24 hours before the horse(s) flight.
- 4.2. The client is at all times responsible for payment for FMH's services. If, according to the client, a third party must make the payment and does not do so on time, FMH can still recover these costs from the client. If the client fails to pay, the owner can still be held responsible for payment.
- 4.3. All services and goods must be paid for on account: IBAN BE11 0017 5853 7248  
| BIC code: GEBABEBB
- 4.4. In the event of late payments, FMH will charge a damages clause of 10% and interest of 1% per month.

#### **5. Price agreements**

- 5.1. All published prices of services and/or goods may change, without prior notice and unilaterally, due to fluctuations in the market as well as changes in agreements and orders made in advance.
- 5.2. Quotations remain valid for 14 days after issue, unless expressly stated otherwise.

#### **6. Cancellation policy**

- 6.1. Cancellations within 48 hours before flight departure will be charged 100%.
- 6.2. Cancellations between 96 hours and 48 hours before departure will be charged 50%.
- 6.3. Cancellations earlier than 96 hours before departure will not lead to cancellation costs.

## **7. Conditions for supplied horses**

- 7.1. All horses must be accompanied by their original passport.
- 7.2. All horses must be delivered with the correct transport documentation (TRACES, CMR,...)
- 7.3. All horses must be properly vaccinated and dewormed and must not show any signs of mold.
- 7.4. Horses that have been castrated may not fly until 14 days after castration at the earliest.
- 7.5. We recommended not vaccinating horses in the last 14 days before transport.
- 7.6. Horses delivered from Belgium must be definitively registered in the database on [horseid.be](https://horseid.be).
- 7.7. Horses delivered to FMH can be excluded from the food chain if this is necessary to complete the transport.
- 7.8. Horses residing in multiple EU Member States during the last 60 days prior to Export to the USA need to have the following 60-day paper completed at each premises. The originals must accompany the horse – copies are not accepted by the USDA!  
[https://www.aphis.usda.gov/import\\_export/animals/equine/eu-origin-equine-residing-in-multiple-eu-member-states.pdf](https://www.aphis.usda.gov/import_export/animals/equine/eu-origin-equine-residing-in-multiple-eu-member-states.pdf)

## **8. Complaints**

- 8.1. Complaints must be reported in writing within 7 days of your horse's arrival. Complaints that are not reported within 7 days of arrival will not be considered legally valid. If we do not receive a complaint, FMH assumes that the services provided have been properly performed.
- 8.2. In the event of disputes, only the courts of Ghent have jurisdiction.