

TERMS AND CONDITIONS – A GUIDE TO WHAT YOUR BUSINESSES TERMS AND CONDITIONS SHOULD COVER

Red Tractor requires hauliers to communicate important business policies to customers. Outlined below is a list of what hauliers may want to ensure their Terms and Conditions/Conditions of Carriage cover.

Please note: to meet the requirements of the standard, the terms and conditions must include (as a minimum) the information highlighted with a *

Name of business that the Terms and Conditions apply to									
Contact details for the business	e.g. telephone numbers, address that the business is registered to, correspondence address (if different)								
Assurance details	e.g. membership number								
Legislation that the business operates in accordance with	e.g. Council Regulation (EC) No 1/2005 on the protection of animals during transport and related operations (as amended). The Welfare of Animals (Transport) (England) Order 2006 and parallel national legislation in Scotland, Wales and Northern Ireland (as amended).								
The livestock that the business will transport	e.g. the species – cattle, sheep, pigs, goats Categories – dairy cattle, store cattle, finished cattle, calves.								
The livestock that the business will not transport*	e.g. The following livestock will not be transported, unless they are accompanied with a signed, dated document from a veterinary surgeon confirming the movement is within their welfare interests: <ul style="list-style-type: none"> ■ sick or injured livestock ■ shorn sheep (with less than 7mm of staple growth) during extremely cold weather ■ heavily pregnant females (where more than 90% of the gestation period has passed) ■ females who have given birth during the last 7 days ■ pigs of less than 3 weeks in age ■ newborns with unhealed navels The following livestock will not be transported on journeys outside of the times/ distances outlined below: <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <td>Calves less than 10 days</td> <td>Not transported more than 100km unless accompanied by their dam</td> </tr> <tr> <td>Calves less than 14 days</td> <td>Not transported more than 8 hours unless accompanied by their dam</td> </tr> <tr> <td>Lambs of less than 7 days</td> <td>Not transported more than 100km unless accompanied by their dam</td> </tr> <tr> <td>Pigs less than 10kg</td> <td>Not transported more than 8 hours</td> </tr> </table>	Calves less than 10 days	Not transported more than 100km unless accompanied by their dam	Calves less than 14 days	Not transported more than 8 hours unless accompanied by their dam	Lambs of less than 7 days	Not transported more than 100km unless accompanied by their dam	Pigs less than 10kg	Not transported more than 8 hours
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The businesses liability or insurance cover for loss and damage to livestock being transported*	e.g. The company holds Goods in Transit Insurance, that provides insurance cover for losses in livestock or value of livestock, whilst the livestock are loaded on to the vehicle or the haulier uses the RHA Conditions of Carriage which specifies what claims are limited.								
The time period within which claims or complaints should be made									
Livestock cleanliness	e.g. the transporter aims to maintain livestock cleanliness at a similar level to what livestock were loaded in. There are many factors that may impact on cleanliness of animals by the time the animal reaches the destination, such as meteorological and the diet the livestock were fed or the fasting period observed on-farm. The haulier cannot be held responsible for issues outside of their control.								