

# BETA NOPS TERMS & CONDITIONS FOR THE LIMITATION OF LIABILITY

## **Definitions:**

*Contamination / Contaminated: Occurrence of Prohibited Substances in Horse Feed*

*Horse Feed: the Horse Feed sold by the Seller to the Buyer*

*Related Products: Other goods sold by the Seller to the Buyer that are designed to be consumed by a horse or absorbed into the blood stream such as food supplements*

*The Seller: The seller of the Horse Feed or Related Product*

*The Buyer: The purchaser of the horse feed or related product from the Seller.*

*Naturally Occurring Prohibited Substances: Such substances as may be found in Horse Feed and Related Products and are contained on the prohibited substance lists of the British Horse Racing Authority (BHA) or the International Equestrian Federation (FEI).*

## **Liability**

1. Where Horse Feed or, as the case may be, Related Products is found to be Contaminated and the Buyer can show that any loss as set out in clause 2 below has been caused as a direct result of such Contamination, the Seller accepts liability for those losses unless such Contamination is caused by the deliberate or negligent acts of a third party.

## **Damages**

2. In the event that the Seller is found to be liable for the Contamination the Seller agrees to pay the Buyer the following:
  - a. The purchase price of the Horse Feed or Related Product.
  - b. The pre-estimate of lost winnings prescribed and published by the BETA Feed Committee from time to time in respect of any prize money that has been lost due to the disqualification of a horse from a race or competition.
  - c. Damages for personal injury or death that is caused by the Contamination provided that the Contamination was caused solely by the negligence of the Seller.

3. The Seller will not pay for any other consequential or economic loss suffered by the Buyer which results from the Contamination.

### **Dispute Resolution**

4. Any dispute arising out of or in connection with these Standard Terms shall be referred to and finally resolved by Arbitration.
5. The Arbitration shall be heard by a sole arbitrator to be appointed jointly by the Buyer and the Seller or in default of agreement within fourteen days as to the choice of Arbitrator then by the President of the Chartered Institute of Arbitrators upon the application in writing of either the Buyer or the Seller.
6. The arbitral proceedings and the award shall be confidential unless otherwise agreed in writing between the Seller and the Buyer.
7. The seat of the arbitration shall be London unless both parties agree otherwise.
8. The law governing these Standard Terms shall be the law of England & Wales.

## **NOTICE**

Buyers are put on express notice that the level of damages for loss of prize money set by BETA ([www.beta-uk.org](http://www.beta-uk.org)) is based upon an evaluation of likely loss that would result from Contamination in a wide spectrum of equestrian competitions. The level of damages is a genuine pre-estimate of the average likely loss of prize money. This amount may be insufficient to cover the prize money of a classic race or high profile equestrian event. Additionally as the Seller does not agree to pay damages for other economic or consequential losses that are caused by contamination of the horse feed or related products the Buyer is advised to seek appropriate insurance cover if concerned about being exposed to a risk of loss.

