

# BETA NOPS TERMS & CONDITIONS

## **Definitions:**

*Contamination / Contaminated: Occurrence of Prohibited Substances in horse feed above the levels of detection where established in the prohibited substance lists issued by the Horse Racing Authority or the FEI from time to time*

*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.*

*Prohibited Substances: Such substances as are 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 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 of the horse feed [or related product] by a prohibited substance 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 set by BETA 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 of the horse feed [or related product] provided that the contamination was caused solely by the negligence of the Seller.
3. The Seller will not be liable for damages for any other consequential or economic loss suffered by the Buyer which results from the contamination of horse feed [or a related product] by a prohibited substance.

### **Dispute Resolution**

4. Any dispute arising out of or in connection with these Standard Terms shall be referred to and finally resolved by Arbitration under the **BETA** rules, which rules are deemed to be incorporated by reference into this clause.
5. The Arbitration shall be heard by a sole arbitrator to be appointed by the Executive Director of the British Equestrian Trade Association (“BETA”) and in default by the President of the Chartered Institute of Arbitrators.
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 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.