



BRITISH DRIVING SOCIETY
TERMS & CONDITIONS OF PROVIDING HORSE PASSPORT ISSUING SERVICES
1st January 2016

The following information should be retained by the applicant. By making an application in relation to a Horse Passport from The British Driving Society Ltd (BDS), or by requesting or downloading information from our website (www.britishdrivingsociety.co.uk), you give your consent to the following Terms & Conditions of service and use.

1. Glossary:

- a. "BDS", "we", "us" or "our" refers to The British Driving Society Ltd (Company Registration No: 04612597)
- b. "You" and "your" refers to the person making contact with the BDS or to the person who is, or has been, registered with the BDS as an owner of an equine.

2. Legislation: The BDS is approved by DEFRA and Governed by the European Commission Regulation EC 504/2008, and in England by the Horse Passport Regulations 2009, and any subsequent amendments or successors to these regulations. Regulations for the devolved administration of Scotland, Wales and Northern Ireland apply as appropriate. Applicants should be aware of this legislation, before submitting a passport application or a change of ownership or other change of detail application.

3. Privacy Statement: Our Privacy Statement is available on our website or by forwarding a request together with a stamped addressed envelope to our offices at The British Driving Society Ltd, Hoste House, Whiting Street, Bury St Edmunds, Suffolk IP33 1NR. By making an application to the Agency, or by requesting or downloading information from our website (www.britishdrivingsociety.co.uk), you confirm your consent to the terms of our Privacy Statement which explains how and why this information is collected and how it will be used.

4. Description of the Passport: The Passport is an A5 document, bound by a rivet and printed on chemically watermarked paper. It is personalised with a description of the animal, the Unique Equine Life Number (UELN) as registered with us, a microchip number and contact information for all recorded owners.

5. Ownership of the Passport: The passport is issued as an aid to identification of the animal. It is not a certificate of legal ownership and should not be construed as such. The passport remains the property of The British Driving Society Ltd and can be recalled at any time.

6. Amendments: When an application is required to be amended or it is found to be incomplete, prior to the passport being issued, the applicant will be liable to a re-submission charge.

7. No Right to Cancel: Due to the personalised nature of a Horse Passport, you acknowledge that when we have received your order, you do not have the right to cancel your order, and consequently the application fee will be retained to cover the costs associated with the processing of your application. This does not affect your other statutory rights.

8. Payment & Fees:

- a. Fees (BDS Passport include delivery by post costs and are correct for correctly completed applications submitted before 31.12.2020).
 - i. **New Passport Application Fee:** £25.00
 - ii. **Change of Ownership** or other Detail Notification: £15.00
 - iii. **Duplicate Passport:** £50.00
- b. **VAT:** BDS Horse Passports are exempt from VAT
- c. **Payment Methods:** Payment should be made with the application as either a Cheque, or Postal Order, payable to the British Driving Society Ltd. Payment can also be made by debit or credit card over the telephone, by calling 01284-630-591, Monday to Friday between 10.00 and 16.00.



- d. **Payments Not Honoured:** Where cheques are returned to us unpaid by your bank you will be notified and your Passport will not be issued until we receive payment in full. We may make any reasonable additional charges to cover extra administrative costs.
9. **Our Liability:** Information contained within the Passport is dependent on the information supplied to us by the applicant. Whilst we presume this information to be correct, we cannot guarantee its accuracy, and therefore do not accept liability for any loss resulting from errors which may arise, except for liability which cannot be limited or excluded by applicable law; our maximum liability is limited to a full refund of the application fee (and/or any other applicable fees) paid to us at the time of application.
10. **Discrimination:** The BDS operates an equal opportunities and anti-discrimination policy, in relation to the Equalities Act 2010; we do not discriminate, and will not tolerate, discrimination between the owners of equines registered on its database.
11. **Dispute Resolution:** The BDS expects all its customers to abide by the Terms & Conditions, plus the rules and standard established by us, as set out in the BDS Articles of Association, as amended from time to time (available on request to the BDS). This procedure is in place to provide a customer who has a grievance not covered by the above or who feels any matter has been incorrectly dealt with by us, or considers that the legislation and rules have been incorrectly applied, or otherwise considers that we have treated them unfairly with the opportunity to have the grievance examined and resolved at the earliest practicable moment and at the most local level possible. Whilst any such complaint is being considered under the Appeals Procedure, the operation of the BDS cannot be interrupted. The person(s) raising the matter shall continue to comply with the rules of the BDS during the course of the examination of the matter in question. By so doing he/she will create any precedent nor will his/her custom be prejudiced in any way in relation to the matter being processed.
- The procedure to apply shall be as follows:
- Stage 1: A customer who feels aggrieved in relation to any matter pertaining to be BDS Horse Passport Issuing business should, in the first instance, write (whether by Email or by Post) to The British Driving Society Office, Host House, Whiting Street, Bury St Edmunds, Suffolk IP33 1NR (email address: email@britishdrivingsociety.co.uk), setting out clearly the substance of their complaint. All complainants must include their name and contact details, including a telephone number through which they can be contacted during normal Office hours. We will reply as soon as reasonably possible, but, in any case within thirty days from the receipt of the letter or email from the complainant.
- Stage 2: If the issue remains unresolved for more than 30 days after Stage 1, the customer(s) may make a written request to the Chairman of the BDS to review the complaint and the BDS Office response. The Chairman will reply as soon as is reasonably practicable, but, in any case within thirty days from receipt of the second letter from the complainant. The Chairman may choose, if the complaint is not covered by the Terms & Conditions, rules and standards of the BDS, and where the circumstances so warrant, to issue a full refund and cancel the application.
- Stage 3: If the issue remains unresolved after Stage 2, the customer(s) may choose to pursue the matter by invoking provisions under the legal personality of the BDS.
12. **Contact Details:** If you have any queries or concerns please email us email@britishdrivingsociety.co.uk or contact us in writing at the BDS Office, Host House, Whiting Street, Bury St Edmunds, Suffolk IP33 1NR. Telephone enquiries can be made to 01284-630-591, Monday to Friday, 10am to 4pm (excluding bank holidays). An answerphone is available for contact outside normal office hours, and you should clearly state your name, telephone number and a brief description of your query; we endeavour to return all answerphone messages within 48 hours.

Updated 15.09.2020

© The British Driving Society Ltd