



# 2018 Yearling non-residential contract

## 1. Access and facilities for call out bookings

To enable safe working during the call out we will require the use of a round pen or school which should be secure and in good repair with an appropriate surface. Unless otherwise arranged, we ask that you provide jockeys for all horses worked.

For Horsebox loading - a good surface such as a small, level paddock or yard area, school or indoor barn. Access should be for a 3 1/2 tonne two horse lorry if you have booked our transport. Please advise of any access restrictions.

## 2. Charges

Yearling callouts are quoted individually. All charges are + VAT. If required, horsebox mileage is charged at £1.50 + VAT per mile payable for the mileage from Westcourt to and from the horse's location.

If you do not have an account with us we ask that you settle your account on receipt of invoice as per our Terms & Conditions. We offer account facilities for payment strictly within 30 days. We reserve the right to charge account surcharges for late payments as outlined in our Terms and Conditions. We can invoice your owners direct if required but if they fail to settle their account we will, after all reasonable attempts to secure payment and only after discussion with you, re-invoice the charges to your account. Please ask for verification of whether you are an account holder if you are not sure.

The cost of veterinary, dental, osteopath treatments, farrier charges and feed supplements is not included.

## 3. Horse Welfare / Veterinary & Farrier Treatments

We reserve the right to call out a veterinary surgeon in the event of an emergency if we consider any horse to be in need of treatment. Owners remain responsible for all such charges. The welfare of your horse is our priority and by signing this you confirm that your horse is vaccinated, fit, well and sound to your knowledge. If the work identifies any problems with your horse's physical condition which we believe requires treatment, we reserve the right to stop work in the interest of the horse, our charges will still apply.

Our stable management procedures include precautions against equine viruses such as Influenza and ringworm, horses are only accepted at Westcourt if they are vaccinated against Equine Influenza / Tetanus. We accept no responsibility if horses develop any such condition whilst at Westcourt or after departure.

## 4. Loss and Damage

We accept no responsibility for any loss of or injury to any horse or personnel, loss or damage to owner's tack and equipment, although we will make every effort to avoid such an occurrence. The owner/trainer must ensure that they have sufficient insurance to cover any horses worked. Horses are only accepted as resident at Westcourt provided that they are covered by a minimum of Third Party Insurance by the owner/trainer.

## 5. Terms and Conditions of Trading

Our Terms and Conditions of Trading (overleaf) form a part of this contract.

I have read and understood these contract details which apply to all horses worked by Wittheford Equine Ltd, and agree to abide by them.

Signed.....(Owner / Trainer)      Print Name.....

Date.....

## **TERMS AND CONDITIONS OF TRADING**

WITHEFORD EQUINE Ltd. ("the Company") is pleased to carry out remedial/general training work for clients' horse(s) under the following terms and conditions which supersede all other previous terms and conditions used by the Company.

### **1 Orders, price and payment**

- 1.1 All orders are accepted from customers ("the Buyer") strictly on the basis of these Terms and Conditions.
- 1.2 Charges ("the Charges") are made for professional work ("the Service") which includes all work undertaken at Westcourt Stables, attendance at racecourses or trainer's yards, transport of horses, day-to-day management and care of the horse(s), forage, hard feed and bedding together with use of the Company's tack and equipment and a designated stable and access to grazing if appropriate. The Charges are reviewed annually and are stated on the Company's current pricelist which is available upon request.
- 1.3 The Charges exclude any additional costs ("the Costs") from third parties such as farriers, dental, osteopathic or veterinary consultants or the cost of worming or feed supplements. All such Costs will be subject to a 15% handling charge.
- 1.4 The Company reserves the right to use the farrier of its choice to carry out emergency/unexpected or a regular programme of shoeing and hoof treatment save by prior arrangement.
- 1.5 The Company reserves the right to call out a veterinary surgeon without prior consultation with the Buyer where in the opinion of the Company any horse is in need of treatment.
- 1.6 Accounts for charges ("the Accounts") will be rendered on departure of a horse ("the Departure") or monthly for approved accounts. Accounts rendered on departure are payable immediately upon presentation. Monthly Accounts are payable within 30 days of the date ("the Due Date") shown on the Accounts. Time for payment shall be of the essence. The Company reserves the right to charge a surcharge of 2.5% of the balance in arrears each month.
- 1.7 If the Accounts are not paid by the Due Date the Buyer will be liable to an additional payment of reasonable liquidated damages. Interest shall accrue both before and after any court judgment on the unpaid portion of the Accounts at the rate of eight per cent above the base rate from time to time of Lloyds Bank plc.
- 1.8 Any cancellation of any order by the Buyer must be in writing. In case of any cancellation, the Buyer may be released from its obligations under the contract after payment of a sum for reasonable liquidated damages.

### **2 Acceptance**

The Company must be advised in writing by recorded delivery of any defects in the Service as soon as they are discovered by the Buyer who shall be deemed to have accepted the Service if it has not been rejected on or before the seventh day after the Departure or on or before the seventh day after the account has been rendered for approved accounts. The Buyer shall not be entitled to reject the Service in whole or in part thereafter.

### **3 Limitation of liability**

- 3.1 Save in respect of personal injury or personal death due to any negligence, the Company shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the Service or any services provided by a third-party practitioner attending to the horse.
- 3.2 Without prejudice to Condition 3.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement.
- 3.3 The Company accepts no responsibility for loss of or damage to any horse, tack and equipment belonging to the owner or trainer.
- 3.4 The Company accepts no responsibility for a horse developing any illness or virus such as equine influenza or ringworm during or after residency at the Company.

### **4 Set off and counterclaim**

The Buyer may not withhold payment of any invoice or other amount due to the Company by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

### **5 Force majeure**

The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

### **6 General**

- 6.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 6.2 The Company may without the consent of the Buyer sub-licence its rights or obligations or any part of these Conditions.
- 6.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

### **7 Contract**

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

### **8 Entire agreement**

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

### **9 Governing law and jurisdiction**

The laws of England and Wales shall govern this agreement and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.