



2018 Trainer / Owner Remedial Contract

Please specify if this form is :

For a particular horse sent to us / In respect of any horse we may place with you [delete as applicable]

Opening Hours - Monday to Saturday 9.00am to 4.00pm

To enable staff to carry out stable duties efficiently, all owners/trainers are requested not to visit the stables outside of these hours unless by prior arrangement. The yard is closed to visitors at 4.00pm and ALL day on Sundays unless visits are confirmed by prior arrangement.

1. Charges

Our charges for remedial treatment at Westcourt Stables are £60.00 per day + VAT. This rate includes all day to day management / care of the horse(s), forage, hard feed and bedding together with use of our tack and equipment. We provide a designated stable and access to grazing if appropriate. Reduced rates apply for non-work days – please see our pricelist for options.

If you do not have an account with us we ask that you settle your account on departure as per our Terms & Conditions. We can offer account facilities with invoices issued at month end and we ask 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.

2. Veterinary & Farrier Treatments

PLEASE NOTE – we comply with the BHA anti-doping rules and ask that each horse is sent with their passport and a copy of your **Equine Anti-Doping Rules - Instructions to third party yard form** (copy attached). In an emergency, we must reserve the right to call out a veterinary surgeon without prior consultation with the owner/trainer, if we consider any horse to be in need of treatment. We will, of course, attempt to obtain the authority of the owner/trainer and they will be informed at the earliest opportunity of any treatment required. Owners remain responsible for all such charges.

We reserve the right to use the farrier of our choice, unless by prior arrangement with the owner/trainer in order to carry out emergency/unexpected shoeing & hoof treatment. After consultation with the yard manager, a regular programme of shoeing will be established. Owners remain responsible for all such charges.

3. Health

To ensure the good health of all horses and maintain grazing land in optimum condition, all horses at Westcourt follow a regular worming programme. If we consider a horse to require a dose of wormer, this will be confirmed with you and administered by our yard staff and charged at cost + 15% (+VAT).

4. Access

We would ask owners to keep us informed of the names of any people who should / should not have access to any particular horse. This allows us to maintain a high level of security and safety in the yard. With regards dogs, we politely ask that you do not bring dogs to the yard.

5. Loss and Damage

We accept no responsibility for any loss of or injury to a horse, 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 eventuality that they are concerned about.

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 resident at Westcourt or after departure.

6. Insurance

We carry comprehensive Premises, Livestock, Employment and Public Liability Insurance. However, horses are only accepted as resident at Westcourt provided that they are covered by a minimum of Third Party Insurance by the owner/trainer.

7. Terms and Conditions of Trading

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

This contract may be terminated by either party by giving one week's notice in writing. I have read and understood these contract details which apply to all horses submitted to Witheyford 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.

BHA Equine Anti-Doping Rules - Instructions to third party yard

Note this form should only be used where the Trainer is the responsible person and has not transferred that responsibility to the owner

Name of Trainer _____

Trainer yard telephone number _____

Trainer mobile number _____

Other authorised contact names and numbers for instructions if Trainer cannot be contacted:

Name of third party yard WITHEFORD EQUINE LTD, WESTCOURT STABLES

Horse _____*

or

In respect of any horse we place with you* **[delete as applicable]**

BRITISH HORSERACING AUTHORITY'S EQUINE ANTI DOPING RULES

The BHA operates a zero-tolerance approach towards the use of anabolic steroids in racehorses at any point of their lives.

The above horse/s are racehorses and are subject to strict regulations with regard to treatment.

The BHA rules of racing can be found at www.rules.britishhorseracing.com

Instructions

You must only take instructions from me, the Trainer, being the responsible person under the rules of racing for the above horse/the above horses [or in my absence/in case of emergency the other named contacts given above].

If the owner of the horse should contact you wishing to give instructions, then please refer back to us.

BHA testing

The BHA requires that all racehorses must be available for testing at any time regardless of physical location and whose care the horse is under.

It is a condition of placing the horse with you that it is available for testing by the BHA on demand and you must ensure that your employees are aware of this and make the horse available if requested.

Preventing the horse from being tested could lead to the trainer being charged with a breach of the rules.

You must not move the horse to another location without my prior permission.

Feed and Supplements

Only feed and supplements (including any herbal supplements) approved by me [and carrying the UFAS BETA NOPS logo] may be given to the horse*. [delete if you do not wish to place this restriction on feed etc].

Treatment**Specified treatments**

I consent to the following specified treatments being administered without reference to me or a veterinary surgeon: [trainer to list here the treatments he authorises the yard to administer – it would be advisable to use brand names e.g. Lincoln Wound Care, rather than a generic “wound powder”]

Any specified treatment used must be in its original packaging, have been securely and safely stored, used in accordance with instructions and the use of it recorded as detailed below. You must also ensure that it does not contain any prohibited substances prohibited at all-times by the BHA (list below).

All other treatments

All other treatment administered to the horse must only be provided following prescription by a veterinary surgeon aware of the BHA anti-doping rules and you must obtain my prior permission to the horse receiving any veterinary treatment other than in the most exceptional circumstances where there is a life threatening illness and you cannot contact me or other designated emergency contact. The horse's welfare must come first.

Recording of all treatments

All treatments given to horses I have placed with you must be recorded to the standards required by the BHA - see template below.

Any administration of treatments to other horses within your yard, the administration or use of which is prohibited at all times under BHA rules, must also be recorded.

It is a condition of the horse being placed with you that such records are kept and that should there be a BHA enquiry into any positive test that you will co-operate fully with the BHA enquiry.

Prohibited Substances

Set out below is a list of substances prohibited at all times. It is essential that both you and your vet are aware of these and that the horse must not be administered with any of these substances at any time:

- Anabolic agents
- Substances not approved for veterinary use
- Peptide hormones, growth factors and related substances
- Hormone and metabolic modulators
- Manipulation of blood and blood components
- Blood transfusions
- Genetic and cellular manipulation
- Oxygen carriers

Notwithstanding the above, there may be circumstances when the following are permitted when administered on the advice of the vet:

- Beta-2 agonists, when prescribed in an appropriate dosage as a bronchodilator and
- Oxytocin use in fillies and mares in breeding management or to block oestrus cycling
- Synthetic proteins and peptides and synthetic analogues or endogenous proteins and peptides registered for veterinary use

Good practice

You must ensure that you have satisfactory practices in place to guard against contamination from other horse's treatments.

In particular you must:

- ensure your staff are aware of the BHA equine anti-doping rules and anti-contamination practices in place at the yard
- keep a proper record of all medication given all horses in the yard
- identify whether any substances prohibited at all time under BHA rules are ever present on the yard for non-racehorses
- record movement of horses between boxes
- ensure any treatments given in feed stuff are put direct into horse's mangers
- ensure there are appropriate cleaning practices in place to avoid contamination



Trainer : _____

Date _____

Third party yard proprietor _____

Date _____