



Remedial Contract

1. Opening Hours - Monday to Saturday 9.00am to 4.00pm

To enable staff to carry out stable duties efficiently, all owners 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.

2. Charges

Our normal charges for remedial treatment at Westcourt Stables are currently £60.00 per day plus VAT at the prevailing rate. 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.

Loader callouts are charged at £200 + VAT or discounted by 25% for those horses brought to Westcourt at the time of the call out. Horsebox mileage at £1.50 + VAT per mile or car mileage of 45p per mile (+VAT) is also payable for the mileage from Westcourt to and from the horse's location.

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

Our invoice for the charges must be settled prior to departure as per invoice. Late payment of invoices will incur a monthly account surcharge of 2.5%.

3. Treatment & Farrier

We 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 and hoof treatment. After consultation with the yard manager, a regular programme of shoeing will be established. Owners remain responsible for all such charges.

4. 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 administered by our yard staff at cost + 15% + VAT.

5. 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.

6. 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.

We request that you observe our Health & Safety notices and take responsibility for wearing suitable clothing and PPE when leading, working or handling your horse – any injury arising from a failure to do so is at your own risk.

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.

7. 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.

8. Terms and Conditions of Trading

Our Terms and Conditions of Trading (overleaf) 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 the contract details and agree to abide by them.

Signed.....(Owner) Print Name.....

Date.....

Witheford Equine Ltd
Owner Rider Assessment & Agreement

Name of rider _____ .Name of horse_____.

Your ridden sessions at Witheford Equine Ltd (hereinafter referred to as 'the Company') to commence from ____/____/____ (Please insert date)

1. You have requested to ride your horse(s) / your friend's horse(s) / your employer's horse(s) whilst the horse is undergoing remedial work at our yard at Westcourt Stables, Burbage.

The range of other associated activities may include :

- Grooming the horse(s) according to experience and capability
- Halter work and leading the horse(s) out for daily walks around village
- Tacking the horse(s) up

2. Riding Skill

Please give **your opinion** on your level of skill (not just a list of qualifications but do please include any recognised qualifications) and what discipline(s) you have experience in (eg dressage / work rider / amateur or professional jockey / showjumping) :

Your opinion of your skill level : Beginner / Medium / Advanced (Please circle choice)

3. Stable Management

Witheford Equine reserves the right to advise you if any member of staff considers that the horse(s) is/are not of a suitable disposition for you to handle. In order to assess this we ask you to give **your opinion** on your level of skill (not just a list of qualifications but do please include any recognised qualifications) and experience in stable management (eg dressing over horses / equine first aid / checking feet or joints / dietary issues) :

Your opinion of your skill level : Beginner / Medium / Advanced (Please circle choice)

4. Medical History:

Please state any medical conditions which may need to be monitored / taken into consideration in your ability to perform any associated activities for riding or handling this horse (eg allergies, epilepsy, asthma, diabetes, previous injuries)

Emergency Contact : _____ Tel : _____ Relationship _____

5. Our Public and Employer Liability Insurance provides statutory cover but we strongly recommend that you have your own personal accident insurance (such as CICA) to cover loss of earnings in the event of time off work due to injury. Any medical conditions or disabilities not disclosed on this agreement may jeopardise any insurance claims.

I accept the above conditions of placement and confirm that to the best of my knowledge the above information is correct. I agree to accept instruction or recommendations from the staff of Witheford Equine when handling / riding the horse(s) and accept full responsibility for injury, loss, damage or death to myself, the horse(s), tack or any other equipment should I fail to carry out any such instruction or recommendation. I also agree that I will not ride or handle the horse(s) if it is the considered opinion of Witheford Equine that the horse does not suit my riding skill or is not physically fit or sound for riding.

Signed..... Date.....

Name of rider.....

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.