

TERMS AND CONDITIONS FOR PROVISION OF VETERINARY SERVICES

This is an Agreement dated 2016 between Agnes Banks Equine Clinic Pty Limited ABN 56 145 333 446 (the Provider)

And ABN(the

Client) of (name and address must be completed)

Regarding(animals name or registration details

.....
Signed by Client

The person signing must be the owner of the animal or authorized by the owner of the animal. If the Client is a company then the person who signs this shall be an officer of the company with authority to bind the company to the terms of this agreement

This Agreement covers the terms of provision of veterinary services between Client and Provider and can only be varied by Christine Smith on behalf of Provider once it has been signed.

1. Agreement

These Terms and Conditions set out how the agreement between Provider and Client will be conducted and may only be changed in writing signed by the Client.

2. Provision of services

Provider will provide the veterinary services requested by the Client in accordance with the dictates of good current veterinary practice and the ethics of veterinary and the welfare of the animal concerned.

3. Fees for services

Client will pay for services provided in accordance with this agreement and in accordance with the terms set out in invoices delivered to client.

4. Interest on Service Fees

Where Provider has delivered an invoice to the Client and the invoice has not been paid in accordance with the terms on the invoice or within 14 days of the date of the invoice whichever is the earlier then interest shall be payable on the amount outstanding under the invoice. If the invoice is not paid within this time limit then the Client shall pay interest on the amount outstanding from time to time including previous interest (compounding one calendar month from the date that the invoice became due) at the rate which is Reserve Bank of Australia Cash Rate as published

Signed by the Client

at <http://www.rba.gov.au/statistics/cash-rate/> plus 10% per annum (e.g. when the RBA Cash Rate is 1.75% per annum the rate charged under this agreement shall 11.75% per annum.)

5. Credit Applications

Credit available to Clients from Provider wholly at the discretion of Provider. The terms of the credit will be supplied to the Client but if not granted then the Client shall not be granted any credit. Refusal to grant credit shall not be refusal of trade and the Client can continue to receive provision of services subject to 4.

6. Deemed authority

The person signing this agreement is personally liable for the fees for provision of services even if the animal to be treated is known by Provider to be owned/ and or cared for by another person or entity. This includes animals which are owned by a syndicate which are for the purposes of this agreement deemed to be owned by the person who signs this agreement.

7. Estimate of fees

On request the Provider will provide an estimate of fees for services to be provided but the Client acknowledges that the estimate is not a quote and that the treatment of the animal may be required to conditions, contingencies and unknown facts which may increase the amount charged for the services.

8. Guarantee

If the Client is a company then the person who signs this agreement shall be a director or other officer of the company and if not a director or other officer then the person shall be deemed to be an officer and an agent of the company. In the event that the Client which is a company does not comply with the terms of payment then the person who signs this agreement hereby agrees to comply with the terms of this agreement in the place of the company. In particular the person who signs this agreement on behalf of a company agrees to pay all amounts due under this agreement for provision of services and any interest due under this agreement if the company shall fail to pay after being given reasonable notice.

Signed by the Client