

Agnes Banks Equine Clinic Credit Terms & Conditions

All treatment conducted by Agnes Banks Equine Clinic shall be subject to the following Terms and Conditions which bind every Owner jointly and severally:-

1. Definitions

In these Credit Terms & Conditions;

"Claims" means all claims, investigations, demands, actions, proceedings, suits causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute including but not limited to all claims arising from or out of damage to the horse or progeny or as a consequence thereof which relate to any incident or matter which occurred as a result of the horse or progeny being exposed to Equine Influenza or any other disease, injury or death whilst on the Practice or as a result of movement of the horse from the Practice for the purpose of service of the horse, foaling or treatment, and whether at common law, in equity or arising out of the provisions of any statute.

"Goods" means any pharmaceutical or veterinary product used to treat an equine.

"Service/s" means any form of veterinary services including treatment, surgery, diagnostic aid, laboratory test, advice, or any other veterinary involvement in the treatment of an equine.

"The Client" means the person, company or entity that were provided with veterinary services and/or goods.

"The Practice" means the Company trading as Agnes Banks Equine Clinic (ABEC).

2. Appointment of Agent

The Client acknowledges that if they have appointed a racehorse trainer or other person as their agent, that agent has the power and authority to obtain all veterinary treatment for that horse or horses on the Clients behalf and that the Client will be responsible for prompt payment of all accounts rendered by the Practice to the Client in respect to that veterinary treatment.

3. Provision of Credit

In the event that The Client does not complete a formal application for credit, or payment at the time of service provision is not effected The Practice provides credit on these terms and conditions only.

4a. Monthly Statements

- i) The Practice will provide a detailed invoice/statement for the provision of service/s and the supply of goods as near as possible to month end.
- ii) The Practice may provide invoices from time to time to enable the client to pay at the time of discharge or within two weeks of discharge.

5. GST

All services are charged inclusive of GST.

6. Payment Terms

Standard trading terms are strictly 30 days net from the end of month invoice/statement date.

7. Late Payment Sanctions

- i) The Practice is entitled to charge an account keeping charge of 2.5% per month on any clients' account where there is an overdue portion.
- ii) If a clients' account is not settled in full The Practice has the right to send the account out for collection and or take legal action to recover all outstanding amounts. All costs including debt collection, commissions, solicitor fees, court fees and any out of pocket expenses will be the liability of the client. Credit will be no longer available.
- iii) Any account that is sent for external collection will attract all and any associated costs incurred from this action.

8. Hold Blameless Acknowledgement – Release and Indemnity

The Client acknowledges that the provision of veterinary service/s to the animal comes with a significant degree of risk and that the Client is advised to insure against such losses.

The Client acknowledges and agrees that the Practice and its facilities meet the industry standards and that the Practice will be held blameless in respect to any injury, infection, disease or death of any horse in its care.

The Client releases the Practice its owners, partners, employees and agents of it from any claims and agrees to indemnify and keep indemnified the Practice against any liability or loss arising from, and any costs, charges, expenses and liabilities incurred in relation to any Claims relating to the horse or progeny and in each case, including but not limited to, Solicitor client, legal costs and expenses on a full indemnity basis.

Further the Practice shall not be liable for any loss, damage or claims of whatsoever nature or howsoever arising from injury, sickness, disease or death caused to or sustained by the horse or progeny whilst under the care or control of the Practice or its employees and agents.

The Practice shall not be liable to the owner (in the case of more than one, to any of them) for any claims, loss, damage, costs or expense and arising out of any injury, damage or death which may arise or be caused and notwithstanding the same as attributable to or is in part attributable to recklessness, negligence, forbearance or neglect by the Practice or any servant or agent of the Practice or any other person in whose care or control the Practice may place the horse or progeny.

9. Lien & Power of Attorney

The owner grants the Practice a security interest in the horse and progeny, all insurance policies relating to the horse and progeny. The owner appoints the Practice as its attorney to execute and file any and all financing statements and agricultural liens and irrevocable authorities to pay in any jurisdiction the Practice or to any entity believed to be appropriate to secure any obligation of the owner. In the event that the charges are not timely paid, the Practice may, without notice to the owner, take possession of the horse and progeny and either retain the horse or progeny in lieu of the obligation, or re-sell the horse or progeny privately or publicly in a manner in its sole discretion it believes to be advisable, in which event the Practice shall credit the proceeds of the sale, after expenses of sale and maintaining the horse or progeny, to the Owner. This right is in addition to all other rights to which the owner is entitled under law.

10. Retention

Retention without limiting the Practice rights in respect of a lien or power of attorney the Practice shall be entitled to retain possession of the horse and progeny until all monies collection costs and Solicitor client costs (including outstanding fees) due and owing have been received from the Owner.

11. Law

The Law of New South Wales governs this agreement and the parties submit to the jurisdiction of the clause of that state.

12. Ownership, Syndicates, Client Address & Contact Details

Accounts raised for the provision of services that are split between syndicate members or multiple owners will attract a fee of \$5.50 per month for each separate account raised.

13. Semen Storage

Semen Storage will be charged at a monthly rate per stallion. Any accounts relating to Semen Storage must be paid within 30 days of invoice. If any account remains unpaid 90 days after the invoice date Agnes Banks Equine Clinic reserves the right to sell, use or destroy the semen to recover all costs and fees associated with the account and or the recovery fees and charges associated with debt recovery. Please full [semen storage agreement](#) for further details.