

Terms and Conditions

The following are the current contractual Terms of breaking in, pre-training, training, sales preparation, spelling and agistment at Cheltenham Stables Ltd.

DEFINITIONS:

Amount Due: means the total amount payable by an Owner to Cheltenham Stables Ltd for fees charges, costs and expenses in respect of services including GST and interest payable pursuant to the Terms.

Owner: Means each Registered Owner, part Owner, Lessee, Manager of a Syndicate, Syndicate member and/or Trainer of a horse, for which any Services have been provided and in respect of a horse at Cheltenham Stables Ltd for spelling, agistment, pre-training, breaking in, training and sales preparation.

Services means any service of, or in respect of, breaking in, pre-training, training, spelling, agistment, or sale preparation, without limitation, farrier, veterinary work, chiropractic, horse dentist, other therapies provided by Cheltenham Stables Ltd or by an independent contractor engaged by Cheltenham Stables Ltd.

Where there is more than One Owner, all Owners are jointly and severally liable to Cheltenham Stables Ltd.

TERMS:

1. Cheltenham Stables Ltd operates horse thoroughbred services at 505 Bruntwood Rd, RD1, Cambridge 3493
2. The Owner/s (or his/their Agent if applicable) hereby agree to pay all charges (including GST) in relation to fees including, breaking in, pre-training, training, sale preparation, spelling & agistment fees, all treatments, examinations, procedures, operations and medicines administered whether by the designated veterinarian, employee of Cheltenham Stables Ltd or others and other costs incurred by Cheltenham Stables Ltd during the horse(s) stay at Cheltenham Stables Ltd.
3. The Owners agree that by sending their horse/horses to Cheltenham Stables Ltd that they agree to all of these terms and conditions.
4. The Owner shall be responsible for all third party transport cost of the horse to and from Cheltenham Stables Ltd.
5. The Owner authorizes Cheltenham Stables Ltd and any treatment provider appointed by Cheltenham Stables Ltd including but not limited to veterinarians and including the servants, authorized agents and contractors appointed or retained by Cheltenham Stables Ltd, to administer such treatments, examinations, procedures and operations as they in their absolute discretion prescribe.
6. Cheltenham Stables Ltd is not liable for any injury to, or sickness, disease or death of, a horse, whatever the cause, nor for any loss, damage or claim of any kind arising, directly or indirectly, or from whatever cause including without limitation, the negligence of Cheltenham Stables Ltd or any of its agents, contractors, employees or invitees and each horse is at all times at the risk of the Owner.
7. The Owner shall be solely responsible for all insurance arrangements of their horse(s) and acknowledges that their horse(s) is at Cheltenham Stables Ltd at their own risk at all times and must inform Cheltenham Stables Ltd of all insurance in respect of a horse.
8. The Owner warrants that the sending of the horse to Cheltenham Stables Ltd and the provision of procuring of Services for the horse is authorized by all persons whose authority or consent is, or might be, required for that purpose and (a) that the horse is sound, well-handled and not dangerous or diseased. (b) the horse is registered with NZTR. (c) the correct horse is delivered to Cheltenham Stables Ltd. (d) the History of the horse as disclosed to Cheltenham Stables Ltd is true and correct
9. The Owner agrees to indemnify and keep indemnified Cheltenham Stables Ltd for any loss or damage suffered by Cheltenham Stables Ltd arising from a breach of any of the above warranties.
10. The Owner agrees to pay all fees and charges within 20 days of the invoice date. Interest at 2% per month will be applied to all overdue accounts to be enforced from 1st October 2018. The Owner will also pay any collection costs incurred by Cheltenham Stables Ltd, including but limited to Debt collectors, lawyers, barristers and court costs
11. Lien and Power of Sale for Non-Payment.
Cheltenham Stables Ltd is entitled to possession of, and a lien, over the horse and all documents in relation to the horse for the Amount due and Cheltenham Stables Ltd has the power to sell the horse to recover the Amount Due (which in this clause includes all costs and expenses in relation to the sale) and for the purpose of exercising the power of sale the Owner irrevocably appoints Cheltenham Stables Ltd as the Owner's attorney with the power to sell the horse and to execute all documents necessary or desirable for that purpose. These Terms and a statement by Cheltenham Stables Ltd of the Amount Due may be relied upon by any third party as conclusive evidence of the Amount Due and of the authority of Cheltenham Stables Ltd to sell the horse and to give the buyer good title to the horse. The proceeds of sale are to be applied in payment to the Amount Due and any surplus is payable to the Owner, if more than one, to the Owner to whom the last invoice for the amount due was sent, on behalf of the Owners.