

**WestVETS**Equine Hospital and Reproduction Centre
www.westvets.com.au**EQUINE ADMISSION AND CONSENT FOR PROCEDURE**

OWNER/AGENT	HORSE NAME	
ADDRESS	AGE	SEX
	COLOUR	
	BREED	
	SIRE	
EMAIL	DAM	
TELEPHONE	HeV VACC Yes	No DATE OF VACC
FAX	MICROCHIP NUMBER	
MOBILE	NEARSIDE BRAND	OFFSIDE BRAND

I (owner agent) authorise WestVETS Animal Hospitals Pty Ltd ACN 609 403 670 ("WestVETS") to perform procedures and treatments associated with (details of procedure) on the above described horse. I understand that these procedures may involve administration of a sedation, local anaesthetic or general anaesthetic. If an agent of the owner, I confirm that I have the express authority of the owner to authorise the above procedure.

I confirm that the abovenamed horse is / is not currently insured. I confirm that the insurance company or its agent (insert name of insurance company or its agent) has been notified of the procedure.

I acknowledge that no surgical or anaesthetic procedure is without some risk to the animal. I accept all potential surgical and anaesthetic risks including any complications that may develop as a result of this procedure and accept that such complications may incur additional fees. I acknowledge that I have been made aware of the common potential complications of this procedure. I acknowledge that post-operative care may be required and will be undertaken as deemed necessary by the attending veterinarian. I understand that any additional costs incurred as a result are payable upon discharge. I understand that unforeseen circumstances may arise either as a result of surgery and/or hospitalisation and I agree to indemnify WestVETS from and against any such liability.

I agree that all costs incurred while my horse is hospitalised are payable UPON DISCHARGE and that failure to pay the costs in full can result in WestVETS Animal Hospitals holding my horse at EXTRA COST until such time as all fees are paid. The onus is on me to remain informed as to the current balance of my account.

I acknowledge that all treatment conducted by WestVETS is subject to their Terms and Conditions, and by executing this form I agree to be bound by those Terms and Conditions.

**** We occasionally like to feature stories for educational purposes on the WestVETS Animal Hospital Facebook page.**

Do you consent to us posting photographs of your horse for this purpose?

YES ☐ NO ☐

C/Card # ____/____/____/____ Exp ____ / Name on card

CCV#

Signature of Owner/Agent

Date

Feeding and Rugging Requirements

Equipment left with horse (eg. rug, halter)

****Please ensure all items are clearly labelled with your horse's name**

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WestVETS Small Animal Hospital & Equine Hospital, Conditions and Guarantee ("Terms and Conditions")

All treatment conducted by **WESTVETS ANIMAL HOSPITALS PTY LTD ACN 609 403 670** ("WestVETS") shall be subject to the following Terms and Conditions which bind every Owner of a Horse or Small Animal jointly and severally:

The Owner providing instructions and obtaining treatment warrants they have the full power and authority to accept these Terms and Conditions

1. Definitions

In these Terms and Conditions:

- (a) **"Agreement"** means the agreement for the Goods and Services between the Owner and WestVETS of which these Terms and Conditions form part.
- (b) **"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 Small Animal or progeny or as a consequence thereof which relate to any incident or matter which occurred as a result of a Small Animal, Horse or progeny being exposed to Equine Influenza or any other disease, injury or death whilst at WestVETS or as a result of movement of the Horse or Small Animal from WestVETS 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.
- (c) **"Goods"** means any pharmaceutical or veterinary product used to treat a Horse or Small Animal by WestVETS or provided to the Owner by WestVETS.
- (d) **"Horse(s)"** means all horses owned by the Owner from time to time including, but not limited to, the horse which received the benefit of the Goods and Services pursuant to the Agreement.
- (e) **"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 a Horse or Small Animal by WestVETS.
- (f) **"Small Animal(s)"** means any, cat, dog, reptile or other animal owned by the Owner from time to time including, but not limited to, the animal which received the benefit of the Goods and Services pursuant to the Agreement.
- (g) **"The Owner"** means the person, part owner, lessee, part lessee, syndicate member, syndicate manager, director, shareholder, secretary, trustee, beneficiary, company, entity or any person who is recognised as an owner, both jointly and severally where there is more than one, of the Horse or Small Animal.

2. Appointment of Agent

The Owner acknowledges that any thoroughbred racehorse trainer or agistment farm who has custody and control of any of the Owner's Horses, has the power and authority to obtain Goods and Services for that horse or horses from WestVETS on the Owner's behalf, and that the Owner will be responsible for prompt payment of all accounts rendered by WestVETS to the Owner (and/or the racehorse trainer or agistment farm, as agent, as the case may be) in respect to that veterinary treatment.

3. Warranty and Guarantee

- 3.1 This Agreement shall not be assigned or transferred by the Owner.
- 3.2 If the Agreement is signed by one of several owners or by an agent or representative for the Owner, or if the Owner is a company, a director, the undersigned to the Agreement:

- (a) warrants that:
 - (i) he/she will perform all obligations of the Owner under the Agreement;
 - (ii) he/she has the authority of all the Owners to enter into the Agreement;
 - (iii) he/she will fully disclose to the Owner the terms of the Agreement; and
- (b) personally guarantees the full and prompt payment of all fees and/or monetary obligations owing by the Owner under the Agreement, as well as the full and prompt performance of the obligations by the Owner under the Agreement.

- 3.3 This warranty shall remain in effect regardless of whether the agent or representative retains his or her status following the execution of the Agreement.

4. Provision of Credit

In the event that the Owner does not complete a formal application for credit, or make payment to WestVETS at the time the Goods or Services are provided by WestVETS, WestVETS provides credit to the Owner on these Terms and Conditions only.

5. Invoice/Statements

- 5.1 WestVETS will provide a detailed invoice/statement for the provision of Service/s and the supply of Goods at the time of discharge of the Horse or Small Animal or, in some cases, as near as possible to end of the month during which such Goods or Services were provided.

6. GST

All Services are charged inclusive of GST.

7. Payment Terms

- 7.1 Standard payment terms of WestVETS' invoices are strictly on receipt of invoice upon discharge of the Horse or Small Animal.

8. Interest

In the event of any amount being unpaid by the Owner upon discharge of the Horse or Small Animal, the Owner agrees to a service fee to WestVETS at the rate of 1.5 per cent (%) per month, to be calculated from the date of supply of the Goods and Services. WestVETS shall, at its sole discretion, have the right to vary the aforementioned rate, to a rate to be shown on WestVETS invoices. Provision of the WestVETS invoice to the Owner is taken to be sufficient notice to the Owner of any new rate.

9. Recovery

WestVETS shall be entitled to sue for and recover against the Owner any outstanding fees and/or monetary obligations owing by the Owner as a result of breach of the Agreement by the Owner as liquidated damages, and the Owner agrees that in the event of default of the credit account, he/she/it will pay all reasonable costs, charges, legal expenses, and any other collection costs incurred by WestVETS in recovering such outstanding fees and/or other monetary obligation pursuant to this Agreement.

10. Security Interest - Personal Property Securities Act 2009

- 10.1 The Agreement constitutes a security interest for the purposes of the Act and where the context requires words used in the Agreement should be given the same meaning as in the Act.

- 10.2 As security for any fees and/or monetary obligations outstanding, the Owner:

- (a) grants to WestVETS a Charge over the Horse or Small Animal AND any proceeds realised from either the sale thereof or any insurance policy relating thereto.
- (b) consents to the registration of the security interest created by the Agreement on the PPSR.
- (c) consents to WestVETS registering a financing statement and/or financing change statement with the PPSR.

- 10.3 The Owner undertakes to:

- (a) promptly sign any further documents and/or provide any further information requested by WestVETS to complete and register any financing statement or any financing change statement with the PPSR;
- (b) indemnify and, upon demand, reimburse WestVETS for all expenses incurred in searching, registering and/or discharging a financing statement or any other document with the PPSR and any reasonable enforcement fees and expenses in relation to such security interests; and
- (c) not grant any Encumbrance to any other person in the Horse or Small Animal without first obtaining the consent in writing of WestVETS. WestVETS will be entitled, at its sole discretion, to withhold consent without providing a reason.

- 10.4 The Owner acknowledges and waives its rights to notice as a debtor or Grantor under sections 95, 121(4), 129(2)(a), 130, 132(3)(d), 132(4), 135 and 137(2) of the Act.

- 10.5 The Owner declares that, to the extent permitted under the Act, sections 142 and 143 of the Act will not apply to the Agreement and the security interests granted under this clause.

- 10.6 WestVETS will discharge the registration of security interests on the PPSR when all of the secured obligations of the Owner under the Agreement are satisfied.

- 10.7 The Owner warrants that the Horse or Small Animal is not subject to an existing Encumbrance at the time of entering into the Agreement.

11. WestVETS's Right to Dispose of the Horse or Small Animal if fees outstanding

- 11.1 If WestVETS retains possession of the Horse and:

- (a) there are fees and/or other monetary obligations outstanding under the Agreement; and
- (b) WestVETS has made demand in writing to the Owner for payment of the Fees or other monetary obligations outstanding; and
- (c) WestVETS has not received such payment within the timeframe specified in the demand; then, the Owner acknowledges and agrees that WestVETS may at its discretion either:
 - (i) retain possession of the Horse and have the ownership transferred to WestVETS; or
 - (ii) dispose of the Horse and retain all or part of the proceeds of the disposal in or towards payment of the Fees or other monetary obligations outstanding.

12. WestVETS's right to seize the Horse if fees outstanding

- 12.1 If the Owner or a third party has possession of the Horse and:
- (a) there are fees and/or other monetary obligations outstanding under the Agreement; and
 - (b) WestVETS has made demand in writing to the Owner for payment of the fees and/or other monetary obligations outstanding; and
 - (c) WestVETS has not received such payment within the timeframe specified in the demand;
- then, the Owner acknowledges and agrees that WestVETS is entitled to seize the Horse pursuant to section 138C of the Act and once the Horse is in WestVETS' possession the Owner agrees that WestVETS may at its discretion either:
- (i) retain possession of the Horse and have the ownership transferred to WestVETS; or
 - (ii) dispose of the Horse and retain all or part of the proceeds of the disposal in or towards payment of the fees and/or other monetary obligations outstanding.
- 12.2 The Owner consents to agents of WestVETS entering onto the Owner's property for the purpose of seizing the Horse and consents to indemnify WestVETS with respect to any trespass claims should WestVETS need to seize the Horse from a third-party premises.

13. Possession

- 13.1 The Owner acknowledges that at the time the security interest granted by the Agreement is made:
- (a) the security interest is granted for value;
 - (b) the security interest is granted to enable, amongst other things, the Horse to be fed and developed; and
 - (c) the Horse was held by the Owner or will be acquired by the Owner within six months of the Agreement;
- and, as a result, the security interest is a "priority interest" in livestock pursuant to section 86 of the Act.

14. Hold Blameless Acknowledgement – Release and Indemnity

- 14.1 The Owner acknowledges that the provision of veterinary treatment to Horses and Small Animals is a high-risk activity and that the Owner is able to insure against such losses.
- 14.2 The Owner acknowledges and agrees that they have been given the opportunity to inspect WestVETS and that these facilities meet the standard applicable to the equine veterinary facilities of the industry and that WestVETS will be held blameless in respect to any injury, infection, disease or death of any horse or animal in its care.
- 14.3 The Owner releases WestVETS, its owners, partners, employees and agents of it from any claims and agrees to indemnify and keep indemnified WestVETS 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 Small Animal or progeny and in each case, including but not limited to, Solicitor/client, legal costs and expenses on a full indemnity basis.
- 14.4 Further WestVETS 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 WestVETS or its employees and agents.
- 14.5 WestVETS 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 WestVETS or any servant or agent of WestVETS or any other person in whose care or control WestVETS may place the Horse or Small Animal or progeny.

15. Irrevocable Authority

- 15.1 For good and valuable consideration, the Owner hereby provides an irrevocable instruction, direction and authority to any racing authority to pay any prize money proceeds of any Horse to WestVETS, without further notification to the Owner, in order to satisfy any fees or other monetary obligations owed by the Owner to WestVETS. The acceptance of such proceeds by WestVETS will be without prejudice to WestVETS's rights to pursue the Owner for any shortfall of fees and/or other monetary obligations outstanding, or other damages. The provision of a certified copy of this document to the sales company or insurance company will be good and sufficient evidence of this authority by the Owner.
- 15.2 For good and valuable consideration, the Owner hereby provides an irrevocable instruction, direction and authority to any sales company who sells a Horse, to pay any proceeds of sale of the Horse to WestVETS, without requiring further notification to the Owner, in order to satisfy any fees or other monetary obligations owed by the Owner to WestVETS. The acceptance of such proceeds by WestVETS will be without prejudice to WestVETS's rights to pursue the Owner for any shortfall of fees and/or other monetary obligations outstanding, or other damages. The provision of a certified copy of this document to the sales company will be good and sufficient evidence of this authority by the Owner.
- 15.3 For good and valuable consideration, the Owner hereby provides an irrevocable instruction, direction and authority to any insurance company to pay any proceeds of an insurance policy for the Horse or Small Animal to WestVETS, without requiring further notification to the Owner, in order to satisfy any fees or other monetary obligations owed by the Owner to WestVETS. The acceptance of such proceeds by WestVETS will be without prejudice to WestVETS's rights to pursue the Owner for any shortfall of fees and/or other monetary obligations outstanding, or other damages. The provision of a certified copy of this document to the insurance company will be good and sufficient evidence of this authority.

16. Lien & Power of Attorney

The Owner grants WestVETS a security interest in the Horse or Small Animal, all insurance policies relating to the Horse or Small Animal, and all sale proceeds relating to the Horse or Small Animal. The Owner appoints WestVETS as its attorney to execute and file any and all financing statements, agricultural liens and irrevocable authorities to pay WestVETS in any jurisdiction, or to execute any documents with any entity believed to be appropriate to secure any obligation of the Owner. In the event that any WestVETS invoices are not paid by the Owner in accordance with clause 7, WestVETS may, without notice to the owner, take possession of the Horse and either retain the Horse or Small Animal in lieu of the obligation, or re-sell the Horse or Small Animal privately or publicly in a manner in its sole discretion it believes to be advisable, in which event WestVETS shall credit the proceeds of the sale, after expenses of sale and maintaining the Horse or Small Animal, to the Owner. This right is in addition to all other rights to which WestVETS is entitled under law.

17. Retention

Without limiting WestVETS rights in respect of a Lien or Power of Attorney, WestVETS shall be entitled to retain possession of the Horse or Small Animal and any progeny of such Horse or Small Animal until all monies, including but not limited to legal costs and interest, due and payable by the Owner are paid to WestVETS.

18. Acknowledgement

- 18.1 The Owner understands and acknowledges that:
- (a) The Owner warrants that the correct Horse or Small Animal is delivered or presented to WestVETS.
 - (b) The Owner is not entitled to raise a set off or counter claim in respect of any amount it owes to WestVETS and all amounts to be paid by the Owner under the Agreement will be paid in full without deduction or withholding.
 - (c) The Owner acknowledges the fact that a party fails to do, or delays in doing, something the party is entitled to do under these Terms and Conditions does not amount to a waiver.
 - (d) The Owner authorises WestVETS to administer local, general anaesthetic, perform surgery and carry out diagnostics procedures.
 - (e) The Owner acknowledges that no surgical, anaesthetic procedure or diagnostic procedure is without some risk to the Horse or Small Animal. The Owner accepts all potential risks including any complications that may develop as a result of this procedure and accept that such complications may incur additional fees. The Owner acknowledges that there is potential for complications following any surgical procedure. The Owner acknowledges that post-operative care 24-hour intensive veterinary treatment, veterinary nursing care, hospitalisation and transportation may be required and instructs for it to be undertaken as deemed necessary.
 - (f) If required by WestVETS, the Owner acknowledge that he/she/it must make a deposit of 50% of the estimated costs of treatment before any surgical procedure is performed and that the balance of the account is settled in full prior to the Horse or Small Animal being discharged from the care of WestVETS.

19. Jurisdiction

The parties agree that the Agreement will be governed by and constructed in accordance with the law of Queensland and the parties submit to the exclusive jurisdiction of its courts and courts of appeal.

20. Severance

If for any reason any part of these Terms and Conditions would render the Agreement ineffective, void, voidable, illegal or unenforceable, that part shall, without affecting the validity of the remainder of the Agreement, be severable herefrom and the Agreement shall be read, construed and take effect as if that part were not contained herein.

21. Implied Terms

- 21.1 Except as required by statute (including the Competition and Consumer Act 2010), all implied conditions and warranties are hereby excluded, subject to the extent that such conditions and warranties cannot be excluded under statute (including the Competition and Consumer Act 2010).
- 21.2 Except as required by statute (including Competition and Consumer Act 2010) WestVETS does not accept liability for any direct, indirect or consequential loss of damage caused to the Owner or any other person which arises out of the negligence or carelessness of WestVETS or any of its employees, servants or agents. For the purpose of the foregoing "consequential loss" shall include, but not be limited to, loss of profit or goodwill (or similar financial loss), any payment made or due to any third party and any loss or damage caused by delay in the supply of goods or services.
- 21.3 The only conditions and warranties which are binding on WestVETS in respect of the Services are those imposed by statute (including the Competition and Consumer Act 2010).
- 21.4 To the extent permitted by statute, the liability (if any) of WestVETS arising from the breach of the conditions or warranties referred to in clause 21.3 are, at WestVETS' option, limited to and completely discharged by the re-supply of the Services, or if the Services cannot be resupplied for any reason, to the cost of having the Services or equivalent Services supplied again.

22. Notices

All notices between WestVETS and the Owner shall be considered to have been sufficiently delivered if mailed in the ordinary course of post or facsimile to the last known address of WestVETS or the Owner, whichever may apply. Notices shall be deemed to have been delivered two (2) days after mailing.