



Seaton Park Limited,

910 Morrinsville-Walton Road, Morrinsville, Waikato NZ

Terms and Conditions

The following are the current contractual terms of agistment, spelling, preparation, and / or transport of horses at Seaton Park Limited.

DEFINITIONS:

Amount Due: means the total amount payable by an owner to Seaton Park Limited for fees, 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 Seaton Park Limited for spelling, sales preparation, agistment, foaling, walking in and any other such service of goods provided.

Services: means any service of, or in respect of breeding, spelling, agistment, or sales preparation, without limitation, farrier, veterinary work, chiropractic, horse dentist, or other therapies provided by Seaton Park Limited or by an independent contractor engaged by Seaton Park Limited. Where there is more than one owner, all owners are jointly and severally liable to Seaton Park Limited.

Terms:

1. Seaton Park Limited operates horse thoroughbred services based at 910 Morrinsville-Walton Road and 96 Waikuku Road, Morrinsville and also any other property Seaton Park Limited operates at, to appropriately provide for the service applicable (e.g. sales, veterinary surgeries etc).
2. The owner/s (or their agent if applicable) hereby agree to pay all charges (including GST) in relation to fees including, sales preparation, spelling and agistment fees, all treatments, examinations, procedures, operations and medicines administered whether by the veterinarian, employee of Seaton Park Limited or others and other costs incurred by Seaton Park Limited during the horse(s) stay at Seaton Park Limited or other areas of operation.
3. The owner shall be responsible for all costs of the horse to and from Seaton Park Limited as well as other transport costs in the Seaton Park Limited truck.
4. The owner authorises Seaton Park Limited and any other treatment provider appointed by Seaton Park Limited but not limited to veterinarians and including servants, authorised agents and contractors appointed or retained by Seaton Park Limited, to administer such treatments, examinations, procedures and operations as they in their absolute discretion prescribe.
5. Seaton Park Limited is not liable for an injury to, or sickness, disease of, a horse, whatever the cause, nor for any loss, damage or claim of any kind arising, directly or

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indirectly, or from whatever cause including without limitation, the negligence of Seaton Park Limited or any of its agents, contractors, employees or invitees and each horse is at all times the risk of the owner.

6. The owner shall be solely responsible for all insurance arrangements of their horse(s) and acknowledge that their horse(s) is at Seaton Park Limited at their own risk at all times and must inform Seaton Park Limited of all insurance in respect of a horse.
7. The owner warrants that the sending of the horse to Seaton Park Limited and the provision of procuring of services for the horse is authorised 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 or the appropriate organisation (e.g. NZHR)
 - (c) The correct horse is delivered to Seaton Park Limited
 - (d) The history of the horse disclosed to Seaton Park Limited is true and correct
8. The owner agrees to indemnify and keep indemnified Seaton Park Limited for any loss or damage suffered by Seaton Park Limited arising from a breach of any loss or damage suffered by Seaton Park Limited arising from a breach of any of the above warranties.
9. The owner agrees to pay all fees and charges within 20 days of the invoice date. Interest of 2% per month will be applied to all overdue accounts not paid within the 60 days of the date of the invoice. The owner will pay all collection costs incurred by Seaton Park Limited including but not limited to debt collectors' fees and disbursements, solicitor/client basis, all court costs and disbursements, and the charges of and incidental to serving collection notices and court proceedings on the owner.
10. **Lien and Power of Sale for Non-Payment.**

Seaton Park Limited is entitled to possession of, and a lien, over the horse or horses covered by these terms and conditions. Seaton Park Limited is also entitled to a specific security over the horses under the personal Properties Securities Act. The lien and security over the horse(s) are granted by the owner to Seaton Park Limited for the better securing of all monies payable to Seaton Park Limited under these terms and conditions as per the Contract and Commercial Law Act 2017. Seaton Park Limited has the irrevocable power to sell any horse covered by these Terms and Conditions to recover all amounts due and owing to Seaton Park Limited in respect to the horse (which amounts include but are not limited to the costs and expenses in relation to the sale of the horse), and for the purpose of exercising the power of the sale the owner irrevocably appoints Seaton Park Limited as their owners attorney with the power to sell the horse and execute all documents necessary and desirable for that purpose. Seaton Park Limited to account to owner(s) with the details of the sale proceeds.
11. These terms and statement by Seaton Park Limited of the amounts due may be relied upon by any third party as conclusive evidence of the amount due and of the authority of Seaton Park Limited to sell the horse and 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.
12. The owner(s) agree to these terms and conditions on the earlier receipt of the first account being issued to the owner or being given these terms and conditions when they use Seaton Park Limited's services.