

## Terms of Service

The following Terms & Conditions outline the agreement between **Kintail Equine** (referred to as *the Trainer*) and the **horse owner or their authorised representative** (referred to as *the Owner*). By submitting a booking form and/or placing a horse in the care of Kintail Equine, the Owner acknowledges that they have read, understood, and agree to the following terms.

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### 1. Purpose and Scope

These Terms & Conditions apply to all horses placed into the care, training, or management of Kintail Equine. They cover the services provided, responsibilities of both parties, and the conditions under which horses are trained, cared for, and returned to their owners.

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### 2. Trainer Responsibilities

- Kintail Equine will perform all reasonable services required for the training, care, and management of the Owner's horse(s) in line with the Owner's stated objectives and within the Trainer's professional ability.
  - The Trainer will administer daily care and management consistent with the standards set out in the **Animal Welfare Act 1999**.
  - Basic records will be maintained regarding services provided and the care of the horse(s) while under the Trainer's supervision.
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### 3. Authorisation for Veterinary and Ancillary Services

- The Owner authorises the Trainer to obtain services reasonably necessary for the care and maintenance of the horse(s), which may include, but are not limited to: veterinary treatment, farriery, dentistry, transport, and related services.

- The Owner agrees to pay all associated costs for such services. The Trainer will endeavour to consult with the Owner in advance wherever practical.
  - In the event of serious injury or illness, the Owner authorises the Trainer to obtain emergency veterinary advice and treatment, including euthanasia if deemed necessary by a qualified veterinarian. The Trainer will follow veterinary advice in these circumstances.
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#### **4. Fees and Payment**

- All fees for training, care, and associated services are payable as per the current **Payment Terms & Price List** and in accordance with the chosen payment option.
  - Additional charges for supplemental feeds, medications, or special care requested by the Owner (or required due to the horse's condition) will be billed on top of the services provided.
  - Invoices must be paid according to the payment schedule provided. Late or non-payment may result in the enforcement of the Trainer's lien rights as set out in Section 10.
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#### **5. Variations to Services**

- Any changes to the services, duration of training, or other arrangements may be made by mutual agreement between the Owner and Trainer.
  - All variations will remain subject to these Terms & Conditions.
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#### **6. Insurance**

- The Owner is solely responsible for arranging and maintaining any insurance coverage for the horse(s), including but not limited to mortality, veterinary costs, liability, and loss of use.
  - The Trainer does not provide insurance and accepts no responsibility for any loss, injury, illness, or death of the horse(s).
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#### **7. Risk, Liability, and Indemnity**

- The Owner acknowledges that equine activities carry inherent risks, including illness, injury, and death. The Owner accepts these risks on behalf of their horse(s).
- The Owner agrees to indemnify and hold the Trainer harmless from any claims, costs, or liabilities arising from injuries, damage, or losses caused by the Owner's horse(s) to people, property, or other animals.

- The Trainer is not liable for illness, injury, loss of value, or death of any horse in their care, regardless of cause.
  - Training outcomes cannot be guaranteed due to the variable nature of equine behaviour. The Trainer accepts no responsibility for the horse's behaviour or performance after training has concluded.
  - The Trainer acknowledges the inherent risks associated with handling horses and undertakes this work at their own risk. The Trainer releases the Owner from liability should they be injured by the Owner's horse(s).
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## 8. Media Use

- The Owner grants the Trainer permission to produce and use media (including photographs and videos) featuring the Owner's horse(s) for promotional, educational, or commercial purposes.
  - The Trainer retains full ownership of all media produced.
  - The Owner also consents to the use of their name, horse information, and any media featuring their horse(s) in Kintail Equine's publications, website, or marketing materials.
  - No compensation will be provided to either party for the use of such media.
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## 9. Lien Rights and Unpaid Fees

- The Trainer retains a lien over any horse(s) in their care for unpaid fees and associated charges.
  - If outstanding fees remain unpaid 30 days after they become due, the Trainer may exercise lien rights, including selling the horse(s) privately or at public auction, provided written notice is given to the Owner at least 10 days in advance by certified mail.
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## 10. Termination of Services

- Either party may terminate these Terms & Conditions with **7 days written notice** to the other party.
- Training services will also terminate automatically at the end of the agreed training or grazing period.
- All outstanding fees must be paid in full before the horse(s) are returned to the Owner's possession.

- If the Owner is unable to collect their horse(s) on the agreed termination date, an alternative collection date may be arranged **with the Trainer's prior approval**. In such cases, additional daily care, grazing, handling fees or a daily disincentive fee **may be applied at the Trainer's discretion**.
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## **11. Acceptance of Terms**

By placing a horse into the care of Kintail Equine and/or by ticking the agreement checkbox on the enquiry form, the Owner confirms that they have read, understood, and agree to be bound by these Terms & Conditions.