



CANTERBURY EQUINE CLINIC

EQUINE REFERRAL CENTRE

499 Springs Road, Prebbleton 7604. Telephone (03) 349-4791

staff@canterburyequine.co.nz

New Client Payment Agreement/ Updating Client Record

This outlines the terms and conditions of our trade. Thank you

Owners Name:.....

Address:

.....Area Code.....

Mobile:Email:.....

Address where horse is (if different to address above)

.....

Horses Name.....Breed:.....

Age:.....Colour:.....Sex:.....

Horse's Usual Veterinary..... Practice.....

Handler's Name (if not owner)

Address:.....

Mobile..... Email:.....

Credit/Debit Card Details:

I hereby agree, that in the event I am unable to pay for services/ products at the time of consultation, that I authorise the Canterbury Equine Clinic to charge the following credit/debit card with all monies owing for the treatment of the horse named above, and subsequently any horses I add to my account

Credit/Debit card No: (16 digits) ____ / ____ / ____ / ____ Exp date...../.....Security no _ _ _

Name on Card _____ Signature of Cardholder _____

Your Vet Today is: _____ Date: _____

Terms and conditions of Trade

The following Terms of Trade apply to services provided by the Canterbury Equine Clinic Ltd to its clients, by signing the overleaf, you hereby agree to the Terms and Conditions of Trade as stated:

Canterbury Equine Clinic Limited Terms and Conditions:

All products and services provided by Canterbury Equine Clinic Limited (**we, us and our**) to you (**you and your**) will be supplied on the basis of these terms and conditions. By instructing us to supply you with products or services, you agree to be bound by these terms.

1. **Services and products**

1.1 **services and products and products and services** means all products, goods, services and advice that we supply including but not limited to:

- (a) the supply of equine and/ or animal health products and supplements;
- (b) all equine and/ or animal care, including diagnostic, pre-purchase, treatment and surgery services.

1.2 For more information about us go to our website www.horsehospital.co.nz

2. **Price**

2.1 If we provide an estimate for our services or we agree on any price, this is done based on the information that you provide us with. We reserve the right to change the price if the information is incorrect or other facts are discovered that are reasonably unforeseen or if there is any increase in the cost of the supply of the services or products that is beyond our control. Goods and Services Tax will be added to all amounts estimated or invoiced.

2.2 If no price is stated in writing or agreed to orally, the services and products will be deemed to have been supplied at the current amount that we supply those services and products at the time of the services or products being supplied.

2.3 A deposit may be requested.

3. **Payment**

3.1 Unless payment is required immediately, you agree to pay us, without deduction, including deduction for any entitlement to a set off or cross-claim:

- (a) on or before the 20th day of the month following the date of our invoice ("the due date");
- (b) interest on any amount you owe after the due date at the rate of 2.5% per month or part month;
- (c) it is also agreed that you will pay costs, including debt collection and legal costs (on a solicitor and own client basis), which we may incur as a consequence of having to enforce any of our rights contained in these terms and conditions.

3.2 We are entitled at any time to assign to any person or legal entity all or any part of any debt owed by you to us.

4. **Security**

4.1 Until you have paid us in full for all products and services that we have supplied, we retain ownership of the products.

4.2 You agree that until you have paid us in full for all products and services supplied by us we have, pursuant to the Personal Property Securities Act 1999 (**PPSA**), a security interest in all products we supplied. In addition to this security interest, to secure your obligations under these terms, you also grant us a security interest in any horse and/ or animal upon which we performed services and a security interest in all your present and after acquired property.

4.3 You agree, if requested by us, to promptly sign any documents, do anything else required by us to ensure that the security interest constitutes a perfected security interest, as defined in the PPSA, which will have priority over any other security interests in the products and any relevant horse or other animal.

4.4 You waive your rights under the PPSA to receive a copy of any verification statement otherwise required by the PPSA. If applicable, so far as permitted by section 107 of the PPSA you will have no rights under sections 114(1)(a), 116, 120, 121, 125, 126, 127, 129, 131, 133 and 134 of the PPSA, including the right to receive any notices. Where we have rights in addition to those under Part 9 of the PPSA, those rights continue to apply.

5. **Limitation of liability**

5.1 We acknowledge that in certain circumstances to protect you, the Consumer Guarantees Act 1993 (**CGA**), the Fair Trading Act 1986 (**FTA**) and other statutes may imply guarantees, warranties or conditions or impose obligations upon us which cannot by law be excluded or modified.

5.2 If you are in trade and are acquiring the products or services in trade and for business or commercial purposes, then you acknowledge that the CGA and sections 9, 12A and 13 of the FTA do not apply to the products or services that we supply. You also acknowledge that it is fair and reasonable for you and us to contract out of the CGA and these provisions of the FTA and be bound by this clause.

5.3 If this agreement is deemed to be a "consumer contract" or a "small trade contract" (as those terms are defined in the FTA) in respect of you, any provision of these terms which is deemed an "unfair contract term" (within the meaning of the FTA) will not apply to you.

5.4 However, subject to the protections referred to in clause 5.1, it is agreed between us, that we are not liable for any loss or damage of any kind whatsoever, arising from the supply of services and products by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the supply of services and products by us to you. If clause 5.2 does not apply to you, then this clause does not limit any rights you might have under the CGA, including in respect of any claim for damages permitted by the CGA.

5.5 If contrary to the disclaimer of liability contained in clauses 5.4 above, we are deemed liable to you following and arising from the supply of services and products by us to you, then such liability is limited in its aggregate to the price of the services and products supplied by us. This clause is subject to any rights you might have under the CGA.

6. Personal guarantee of company directors

6.1 If you are a company:

- (a) the directors of the company signing these terms and condition also sign these terms and conditions in their personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company owes us, and to indemnify us against non-payment. Each director acknowledges that demand may be made on them by us without us first making demand on the company and that their liability under this guarantee is continuing and will not be discharged, prejudiced or affected by any payment of an account, nor any alteration, modification, variation or addition to these terms or any agreement in respect of the supply of products and services;
- (b) any personal liability of a company director will not exclude the company from the liabilities and obligations contained in these terms and conditions.

7. Using your information

7.1 As part of providing products and services to you we may collect personal information about you and your staff. We require a certain amount of personal information for us to provide our products and services. You authorise us to:

- (a) to collect, retain and use information about you and your staff in relation to providing our products and services;
- (b) to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
- (c) to disclose information about you to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies, and powers under these terms;
- (d) market any of our services and products to you or any other entity; and
- (e) in order for us to comply with our legal requirements.

7.2 Under the Privacy Act 2020 you have the right to access and correct personal information we hold about you. You can contact us at: staff@canterburyequine.co.nz.

8. Consent to treatment

8.1 You acknowledge that veterinary services come with an inherent level of risk. To the extent possible we will seek your consent before undertaking any treatment on your animal. If that is not possible, you authorise us to perform such action and treatment as we deem appropriate in the circumstances. You understand that certain procedures come with a degree of risk which could result in complications or death.

9. Miscellaneous

9.1 Because of the use by us of pharmaceuticals that are prohibited from use in horses intended for human consumption, no horse treated by us should be used for human consumption.

9.2 We are not liable for any delay or failure to perform our obligations, if the cause of the delay or failure is beyond our control.

9.3 Any intellectual property held by us or created as a result of any services we provide you is owned by us.

9.4 These terms and conditions and any dispute arising from it, is governed exclusively by the laws of New Zealand.

9.5 These terms and conditions set out the entire agreement and understanding between us relating to the subject matter and supersedes all previous arrangements. We may make modifications or amendments to these terms and conditions by providing you with an updated copy. Products or services supplied after us making available a copy of the new terms and conditions will be undertaken on the new terms.