

# Terms and Conditions

McLaren Vale Equine Veterinary Services (MVEVS) and the Client agree as follows:

1. The Client declares that all information provided above is true correct and accurate and it agrees to indemnify MVEVS and keep MVEVS indemnified for any false inaccurate or misleading information provided herein (or as otherwise verbally provided by the Client at any time).
2. The Client has the authority to bind the Owner and both the Client and the Owner agree to be bound by the terms of this Agreement.
3. The Client warrants that it has the express consent of the Owner to engage MVEVS to perform any necessary procedure or surgery on the Horse or any other horse of the Client.
4. The Client acknowledges that any estimate given by MVEVS for services or procedures to be performed on the Horse or any other horse is only an estimate and MVEVS reserves the right to charge the Client for any additional costs which may be incurred in carrying out the services required to treat the Horse. Any estimate given is exclusive of GST.
5. The Client agrees to pay MVEVS on completion of the procedure or surgery, or as invoiced by MVEVS and within 7 days from the date of the tax invoice.
6. The Client acknowledges and agrees to pay MVEVS interest on any overdue amount at a rate of 5% per month calculated and compounded on the last working day of each month until payment is received in full.
7. Failure to pay the invoiced charges may result in MVEVS refusing to perform any further procedure or treat the Horse or any other horse of the Client or Owner until such charges are paid in full without deduction.
8. The Client and Owner agree to pay all debt recovery fees, collection costs, court costs and charges including all legal fees, costs and disbursements on a full indemnity basis.
9. The Owner acknowledges that there are risks associated with any procedure or surgery carried out on horses and that MVEVS accepts no liability for any loss suffered by the Owner or Client directly or indirect from any procedure or surgery carried out by MVEVS.
10. MVEVS disclaims any liability for animal illness, disease, injury or death arising indirectly or directly from any services performed on the Horse and makes no guarantee as to the success of any surgery or procedure performed on the Horse or any other horse.
11. The Client and the Owner shall indemnify and continue to indemnify MVEVS from any claim, demand, damage, cost, expense, loss or liability including legal costs on a full indemnity basis arising out of any procedure or surgery carried out by MVEVS.
12. MVEVS reserves the right to charge the Client for any procedure, surgery or pre-purchase examination that is booked and not cancelled by the Client 24 hours prior to the scheduled appointment, within reasonable limits.
13. The Client acknowledges that the purpose to which the information contained in this Agreement may be put includes any treatment, procedure or surgery or payment therefor relating to the Horse or any other horse of the Client or Owner.
14. This Agreement is governed by the laws of South Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts of South Australia.
15. The Client acknowledges having received a copy of this Agreement.