

CUSTOMER ACCOUNT APPLICATION

WAIKATO EQUINE VETERINARY CENTRE LIMITED, 11 PICKERING ROAD, CAMBRIDGE PH: 07 827 5570



WAIKATO
EQUINE
VETERINARY
CENTRE

CUSTOMER

Name:

Customer No:

Address:

Contact:

Phone:

Email:

Waikato Equine Veterinary Centre Limited agrees to provide Goods and Services to the Customer on the Terms and Conditions attached.

The Customer agrees to be bound by the Terms and Conditions attached.

Accepted by Customer:

Signature

Signature

Designation

Position

***Signed for and on behalf of
Waikato Equine Veterinary Centre
Limited***

Date:

Veterinary Surgeons: • Dr A Jorgensen BVSc, Cert. EP, Dipl.ABVP Eq • Dr N Power MVB • Dr R Costello MVB, CAC
• Dr GC Quinn BVSc, Cert ES, Dipl.ECVS, Registered Specialist Equine Surgeon • Dr J O'Brien BVSc, MRCVS
• Dr DJM Black BVMS, MANZCVS • Dr A Leander BVSc, MPhil • Dr E Sherlock BVetMed, MRCVS • Dr L Oliver BVSc DACVS
• Dr H Bowen BVSc, Cert AVP • Dr C Dingemans BVSc • Dr MF Bertram BVSc • Dr S Wheeler BVMSci MRCVS
• Dr A Howell BVetMedSci BVM BVS MRCVS • Dr C Beggan BVMS, BSc (Hons), MRCVS

Waikato Equine Veterinary Centre Limited - Terms and Conditions:

All products and services provided by Waikato Equine Veterinary Centre Limited (company number 183823) (**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: <https://www.wevc.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 price at which we supply those services and products at the time of the services or products being supplied.

2.3 We have the right (at our sole discretion) to seek a deposit from you prior to providing any services or products. We may require you to pay any portion of the price, in our discretion, as a deposit, including the right to require payment of the price in full before any services or products are provided.

3. Payment

3.1 If we have not previously agreed to provide you with services or products on credit and you do not have a credit account with us, you agree to pay us the balance of the price:

- (a) immediately after we have provided the services or products to you; or
- (b) if we agree in writing, within 7 days of the date of any invoice issued by us relating to the services or products.

3.2 If a credit account is agreed to in writing, you agree to pay us on or before the 20th day of the month following the date of our invoice ("the due date").

3.3 You agree to pay us

- (a) interest on any amount you owe after the due date at the rate of 15% per annum;
- (b) any costs, including debt collection and legal costs (on a solicitor's 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.

3.4 All payments must be made without deduction, including deduction for any entitlement to a set off or cross-claim.

3.5 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.

3.6 We may monitor the debts you have to us and may, at any time in our discretion, cease to provide services and products to you until such time as any outstanding debts have been satisfied in full or reduced to a level acceptable to us.

3.7 We will only invoice a third party for services provided if:

- (a) the request is received from you within 60 days of the services or products being provided; and
- (b) the third party accepts our terms and conditions by signing a Customer Account Application.

For the avoidance of doubt, you will remain liable as a principal debtor to pay for any services and products if the third party fails to pay and you indemnify us against such non-payment. You acknowledge and agree that we may make demand for payment on you before making any demand on the third party.

4. Risk and Security

4.1 Risk in any products we supply passes to you when we have provided them to you or when we have applied or administered them to your horse or other animal, irrespective of whether you have paid for the products or not.

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

4.3 You agree that, until you have paid in full all amounts owing to us, we have the right to withhold any certificate or other documentation that we provide, or are required to provide, in relation to the services.

4.4 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.

- 4.5 You agree, if requested by us, to promptly sign any documents, and 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.
- 4.6 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. Service Requests

- 5.1 Where you have submitted a request for us to provide services or products to you and we have expressly or impliedly accepted this request, you may not cancel your request unless we agree in writing. We may charge a reasonable cancellation fee and may deduct this from any deposit or other advance payment we have received.

6. Limitation of liability

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 However, subject to the protections referred to in clause 6.1 to 6.3:
- (a) you acknowledge that any times specified by us for delivery of services or products to you are estimates only;
 - (b) you remain liable to accept and pay for any services or products provided by us to you despite any delay by us and despite the results of the services or products not being what you expected;
 - (c) you are responsible for providing us with full and accurate information to enable us to provide services and products effectively; and
 - (d) 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:
 - (i) the ineffective or incorrect provision of services or products to you arising from any failure or omission by you to supply us with full and accurate information prior to us providing the services or products;
 - (ii) any failure or delay in supplying services and products to you; or
 - (iii) where we have withheld any certificate or documentation in relation to the services, as referred to in clause 4.3,and 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 6.2 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.

- 6.5 If contrary to the disclaimer of liability contained in clauses 6.4 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.

7. Indemnity

- 7.1 You agree to indemnify us and hold us harmless against all losses, claims, damages, costs (including legal costs on a solicitor and own client basis), charges, expenses, liabilities, demands, proceedings and actions (**Liabilities**) which we may sustain, incur or which may be brought against us by any person and which arise out of or any breach by you of any of your obligations under these terms and conditions; or any other act or omission by you, irrespective of whether such Liabilities arise by reason of any Act, regulation, common law rule or in equity and irrespective of whether the Liabilities are for damages for other relief.

8. Personal guarantee of company directors

- 8.1 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

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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.

9. Using your information

- 9.1 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 collect, retain, use and disclose information about you and your staff and contractors for the purposes of:
 - (a) providing our products and services;
 - (b) assessing your creditworthiness;
 - (c) exercising any power or enforce or attempt to enforce any of our rights, remedies, and powers under these terms;
 - (d) marketing any of our services and products to you or any other entity; and
 - (e) to comply with our legal requirements or to respond to any request from a law enforcement agency.
- 9.2 We may disclose your information to third parties, including our related companies for the purposes listed above.
- 9.3 Under the Privacy Act 2020 you have the right to access and correct personal information we hold about you. You can contact us at: admin@wevc.co.nz.

10. Consent to treatment

- 10.1 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.

11. Miscellaneous

- 11.1 Your executors, administrators, successors and permitted assigns will be bound by these terms and conditions.
- 11.2 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.
- 11.3 Any intellectual property held by us or created as a result of any services we provide you is owned by us.
- 11.4 These terms and conditions and any disputes arising from them, are governed exclusively by the laws of New Zealand.
- 11.5 If any dispute arises between us and you, both parties will enter into full and frank discussions in good faith to try resolve the dispute. If the dispute is not resolved through discussion, either you or we may give 30 days' notice to the other party referring the dispute to mediation. Until mediation ceases, neither party may commence legal proceedings, provided that nothing in this clause 11.5, shall prevent either party at any time from applying to any court seeking urgent interlocutory relief or from commencing routine debt collection proceedings. The mediator will be appointed by the President for the time being of the New Zealand Law Society or his or her nominee.
- 11.6 These terms and conditions set out the entire agreement and understanding between us relating to the subject matter and supersede 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.