



Gemini Equestrian & Livestock Services Pty Ltd

ABN 67 070 149 290

www.quesera.com.au

GELS TRAINING AND AGISTMENT

CONTRACT

FOR

Farm: 611 Biddaddaba Creek Road Qld 4275 Tel: 0755 430 527/0417 000 568

Office: 11 Kootingal Street, Ashmore Qld 4217 Tel: 0755 278 208 Fax: 278 209

TRAINING AND AGISTMENT AGREEMENT

OWNER:	GELS SERVICES:
Name:	Training: TRAINING AND AGISTMENT
Address:	
Postcode	
Telephone - Business:	Breaking in:
Home:	
Mobile	CARE (ADDITIONAL CHARGES APPLY)
Other:	Shoeing: As required <input type="checkbox"/>
Facsimile:	Worming: Regular basis <input type="checkbox"/>
Email:	Special feed requirements:
BACK UP CONTACT:	
Name:	
Address:	
Postcode	Box: <input type="checkbox"/> Paddock: <input type="checkbox"/> Both: <input type="checkbox"/>
Telephone - Business:	INSURANCE:
Home:	Is the horse insured? Yes <input type="checkbox"/> No <input type="checkbox"/>
Mobile:	Insurer details:
Other:	
Facsimile:	
Email:	
HORSE:	TERM:
Name:	Commencement Date:
Breed:	
Markings:	Duration:
Injuries and Conditions:	
Training:	
PREFERRED VET :	FEES:
Name:	Amount:
Address:	Payable monthly in advance unless other
Postcode	arrangements agreed including GST
Telephone - Business:	
Mobile	
Other:	
Email:	Charges:

1. GELS SERVICES

- (a) Subject to the other provisions of this agreement GELS will provide the GELS Services throughout the Term, or if the Term is indefinite, until this agreement comes to an end.
- (b) Unless this agreement provides expressly to the contrary, the terms of the GELS Services as set out herein are to be read as generally descriptive of the services to be provided, and GELS's obligation is to provide services meeting that general description.
- (c) Subject to the other terms of this agreement GELS will provide the GELS Services in a good and workmanlike manner exercising reasonable care and skill.

2. FEES and CHARGES

- (a) Unless this agreement provides expressly otherwise the Fees are payable in advance in the amounts and at the times specified. If the time for payment is not specified, payment must be made on the day of the month corresponding with the day on which the Horse was first delivered to Que Sera Farm for the purposes of this agreement, or on such other day of the month which is agreed.
- (b) If GELS is at any time of the opinion that it would be desirable in the interests of the Horse to provide some additional or substitute services, and it does so, GELS may charge such reasonable amount in respect of the provision of the services as in good faith it considers appropriate, and that amount will be payable at the time specified by it.
- (c) If GELS incurs an expense in relation to the Horse for which provision is not made in the description of the GELS Services, the Owner must reimburse GELS for that expense when requested to do so.
- (d) The Fees and Charges specified in this agreement are exclusive of GST unless it is explicitly stated to the contrary, and the Owner must in addition and at the same time pay the amount of the GST payable by GELS. Where the Owner is required to reimburse GELS for an expense incurred by it the amount to be reimbursed will be the GST exclusive amount plus any GST payable by GELS in respect of the supply.
- (e) The Fees and Charges specified in this agreement must be paid by the Owner without any formal or other demand and if required by GELS, by way of periodic bank transfer or direct debit authority.

3. THE HORSE

- (a) The Owner warrants that at the time of first delivery of the Horse to Que Sera Farm the Horse is or will be in excellent health and condition and free of any injury, illness or disease, subject only to such matters as are explicitly set out in this agreement.
- (b) In the event that the Horse is removed from Que Sera Farm by or with the authority of the Owner and subsequently returned to Que Sera Farm, at the time of return the Horse will be

in excellent health and condition and free of any injury, illness or disease except for such matters as are notified to GELS's Farm Manager in writing at the time of return.

- (c) The Owner warrants that all of the information provided herein is accurate and not misleading, and that any other information previously or from time to time provided in the future was, is, or will be accurate and not misleading.
- (d) The Owner will provide GELS promptly with any information in relation to the Horse as it may reasonably request. The Owner must without request promptly inform GELS of anything of which the Owner becomes aware or suspects may have a material impact on the health, welfare or condition of the Horse or other horses at Que Sera Farm or on anything to be done by GELS under this agreement.

4. VETERINARY CARE

- (a) The Owner authorises GELS to consult the Preferred Vet in relation to the Horse and to arrange treatment for the Horse if GELS considers it desirable to do so.
- (b) If GELS considers that because of the condition of the Horse, or for other reasons, it is desirable in the interests of the Horse to engage the services of a veterinarian other than the Preferred Vet, it may do so in substitution for or in addition to the Preferred Vet.
- (c) The Owner authorises any veterinarian who is or has been engaged in relation to the Horse to disclose information concerning the Horse to GELS, and to act upon any instructions given by GELS to the same extent as if they had been given by the Owner.
- (d) The Owner will pay and will indemnify GELS against any charges raised by a veterinarian engaged under this clause.
- (e) If GELS decides to engage a veterinarian under this clause it will use its best endeavours to inform the Owner promptly of the steps taken and the reasons for them, and, except where the urgency of the situation indicates otherwise, to allow the Owner to participate in the decisions and steps taken.
- (f) GELS and the GELS Personnel will have no liability from or in connection with any failure on its part to inform the Owner of or to allow the Owner to participate in any decision or steps taken under this clause in relation to the Horse.
- (g) GELS and the GELS Personnel will have no liability to any person arising out of or in connection with anything done or omitted to be done in good faith in reliance on this clause even if the act or omission is not authorised by this clause or any other provision of this agreement.

5. LIEN

- (a) GELS will have a general lien on the Horse and any other property of the Owner for any moneys payable by the Owner to it, whether under this agreement or otherwise.

- (b) The lien may be enforced by sale, for which purpose GELS will have the powers to set out in s.83(1) and (2), Property Law Act 1974 as if the property subject to the lien were property to which those provisions apply.

6. TERMINATION

- (a) Notwithstanding anything else in this agreement GELS may terminate the agreement at any time by giving not less than two (2) weeks notice in writing to the Owner.
- (b) If the agreement does not specify a fixed Term, or if the Term has expired, the Owner may terminate the agreement by not less than two (2) weeks notice to GELS.
- (c) Notwithstanding the termination of the agreement the Fees and Charges specified in the agreement will continue to be payable by the Owner during any period in which the Horse is at Que Sera Farm or otherwise under the control of GELS.
- (d) Clauses 2, 3, 4, 5 and 8 of this agreement will continue in full force and effect after termination or expiry of the agreement, subject to written agreement to the contrary.

7. INSPECTION

The Owner will be entitled at any reasonable time to inspect the Horse by arrangement with the GELS Farm Manager.

8. RISK and INDEMNITY

- (a) The Owner acknowledges that –
 - (i) participating in or carrying on an Equine Activity is dangerous,
 - (ii) being in the vicinity of an Equine Activity is dangerous,
 - (iii) harm may be suffered by the Owner, another person, a horse of the Owner or to other property of the Owner or another person because of something done or not done by a horse or by a person (including the Owner) in relation to a horse, including a horse with which at the time the Owner may not be immediately concerned,
 - (iv) harm may be suffered because of a failure by someone, including the Owner, to properly operate, maintain, replace, prepare or care for something including a horse or other animal,
 - (v) horses, even well trained horses, may act in an unexpected way, because of something done or not done by someone (including the Owner), the presence or proximity of a person (including the Owner) or a domesticated or wild animal, the weather, ground conditions, sub-ground conditions or if they are frightened or hurt, but also for another or no apparent reason, and that in doing so they may act without warning, or suddenly or violently, and may kick, rear, run free, attempt to run free, or otherwise act in an uncontrolled way,

- (vi) risks include personal injury or death to the Owner and others, injury or death to horses, and other property damage,
 - (vii) the risk of harm would be heightened if the Owner were to participate in an Equine Activity whilst affected by alcohol, medication, or unlawful drugs, or if the Owner is not in good health and condition or suffering a disability or if the Owner were to fail to wear appropriate clothing and protective devices, including an approved and properly fitted and adjusted helmet, or if the Owner were to fail to comply strictly with any direction or instruction.
- (b) The Owner chooses to enter into this agreement, and to participate in Equine Activity at Que Sera Farm and elsewhere with knowledge and understanding of the risks involved, and accepts those risks.
- (c) The Owner releases and discharges GELS and the GELS Personnel from any claim of any kind, including a claim for negligence, which has arisen, or which may arise at any time out of or in connection with –
- this agreement (without limiting any other part of this clause, except where the claim is for breach of the agreement by GELS),
 - the presence of the Owner, the Horse or other property of the Owner at any time at Que Sera Farm or at any other place where there is an Equine Activity in which GELS or the GELS Personnel, the Owner or the Horse are or have been involved,
 - the Owner or the Horse's participation in any Equine Activity,
 - the transportation of the Horse to or from Que Sera Farm or the place of any Equestrian Activity, including any temporary standing in transit or at the place of any Equestrian Activity,
 - the provision of equine related services to the Owner, or in relation to the Horse,
 - any training or advice given or not given to the Owner, or any other person in relation to the Horse or another horse,
 - any selection, suggestion or recommendation of any horse for use or acquisition by the Owner or anyone else,
- notwithstanding the nature or extent of any loss or damage, including personal injury, illness, disease, loss of life or damage to or loss of property including any animal.
- (d) The Owner will indemnify GELS and the GELS Personnel against any claim of any kind, including a claim for negligence, by or through the Owner or an Accompanying Person, arising out of or in connection with –
- the Owner's presence or the presence of the person or the Horse at any time at Que Sera Farm or another place where there is an Equine Activity in which GELS or the GELS Personnel or the Owner or the Horse are or have been involved,
 - the participation of the Owner, an Accompanying Person, or the Horse in any Equine Activity,

- the provision of equine related services to the Owner, an Accompanying Person or any other person, or in relation to the Horse or another horse, and notwithstanding the nature or extent of any loss or damage including personal injury, loss of life or damage to or loss of property including any animal.
- (e) The Owner will indemnify GELS and the GELS Personnel against any claim of any kind by any person, including a claim for negligence, arising out of or in connection with anything done or omitted to be done by the Owner, or an Accompanying Person at Que Sera Farm or another place where there is an Equine Activity in which GELS or GELS Personnel, the Owner or the Horse are participating.
- (f) When at Que Sera Farm the Owner will take appropriate care of any property brought onto Que Sera Farm by the Owner or an Accompanying Person, and the Owner releases and discharges GELS and GELS Personnel from and will indemnify them against any claim by or on behalf of the Owner or an Accompanying Person or anyone else in relation to any loss of or damage to any such property, however it may occur.
- (g) At Que Sera Farm the Owner will not suffer any person who has not entered into an agreement in writing with GELS providing among other things releases and indemnities to its satisfaction, to handle, control, ride or be responsible for any horse of the Owner or for which the Owner is otherwise responsible.
- (h) The application of s.74 Trade Practices Act to this agreement and any other agreement the Owner may have at any time with GELS in connection with Equine Activity (unless that other agreement provides expressly to the contrary) is excluded.
- (i) Any liability (whether or not it results from or involves negligence) which GELS or any of the GELS Personnel may have to the Owner arising out of or in connection with –
 - the relationship established, confirmed or varied by this agreement, or
 - the Horse, or
 - Que Sera Farm or
 - any Equine Activity at Que Sera Farm or elsewhere or
 - this agreement, or
 - any other agreement which at any time the Owner may have with GELS (unless that other agreement expressly excludes this limitation),
 will not in any event exceed one hundred dollars.
- (j) Neither the Owner nor any Accompanying Person will participate in an Equine Activity at Que Sera Farm or in which GELS is, has been or may be involved if he or she is affected in any way by alcohol, medication or unlawful drugs.
- (k) When participating in Equine Activity at Que Sera Farm, or elsewhere if GELS or any GELS Personnel is, has been or may be involved in the activity the Owner and any Accompanying Person will wear appropriate equine clothing and properly fitted and adjusted protective gear and use only appropriate equipment, including an appropriately

adjusted helmet or hard hat complying with ASNZS 3838/03 and properly heeled boots, and a saddle with properly adjusted double attachments at girth.

- (l) The Owner will comply and will ensure that any Accompanying Person will comply at all times properly and fully with the substance of every request, direction or instruction given to him or her by GELS or GELS Personnel, including a request, direction or instruction on any sign or notice.
- (m) If any provision of this agreement is void or unenforceable that provision will be severed and the rest of the agreement will continue in full force and effect.
- (n) The Owner acknowledges that he, she or it has been advised by GELS to make its own insurance arrangements in relation to the Horse and that the Horse is not covered by any insurances held by GELS.
- (o) In the event that the Owner has the benefit of a policy of insurance in respect of the Horse, and provides GELS with a full copy of the policy, GELS will use its best endeavours to ensure that it does nothing that would entitle the insurer to avoid the policy. In the event that the policy imposes an obligation on the owner which is inconsistent with an obligation of the Owner under a provision of this agreement, the provision will be read so as not to impose an inconsistent obligation, or, if that cannot be done, the provision will be severed.

9. MISCELLANEOUS MATTERS

- (a) This agreement does not give rise to any interest in the Owner in land.
- (b) Any notice or other written communication sought to be given by GELS to the Owner will be deemed to have been duly given if it is in writing and signed by or on behalf of GELS and sent in any of the following ways -
 - (i) left at or sent by post addressed to the Owner at the address of the Owner shown in this agreement, or if the Owner has given written notice of a different address for the purposes of the agreement, at that address,
 - (ii) sent by facsimile transmission to the facsimile number of the Owner shown in this agreement or, if the Owner has given a different facsimile number for the purposes of this agreement, at that number,
 - (iii) sent by email to the email address of the Owner shown in this agreement or, if the Owner has given a different address for the purposes of this agreement, at that address.

Any such method delivery will be effective even if the Owner is at the time of delivery under a disability or, if the Owner is a company, in liquidation or otherwise under external management, notwithstanding that the Owner might not become aware of the notice or other communication or that the notice or other communication may not actually be received by the Owner.

Any such notice if sent through the post will be deemed to have been received by the Owner on the second business day (in the place of the address) after posting. If sent by facsimile

will be deemed to have been received at the time of sending if the sending facsimile machine has generated a successful transmission report. If sent by email, it will be deemed to have been received at the time of sending.

Notice to one of a number of persons comprising the Owner will constitute notice to all of those persons.

- (c) No waiver of any right of GELS under this agreement will be implied from conduct or a failure to act. No waiver will be effective unless it is in writing and signed on behalf of GELS by a director of the company.
- (d) No variation of this agreement will have operative effect unless it is in writing and signed on behalf of GELS by a director of the company.
- (e) If GELS has made a bona fide attempt to contact the Owner without success (whatever the reason for the lack of success may be including some error or negligence on the part of GELS or GELS Personnel), GELS may rely upon anything said or done by the back up contact and any instruction or authority given by the back up contact to the same extent as if it had been said, done or given by the Owner.
- (f) The Owner will pay interest to GELS in respect of any moneys payable under this agreement which are not paid when due calculated at the Contract Rate as published from time to time by Queensland Law Society Inc plus 5% on the amount from time to time outstanding.
- (g) The terms and conditions set out or implied in this agreement contain the entire agreement between the parties notwithstanding any negotiations or discussions prior to the execution of this agreement and anything contained in any brochure or other document prepared by or for GELS, or anything said or done or any representation made by GELS or the GELS Personnel.

10. INTERPRETATION

In this agreement –

Equine Activity means any activity with or in connection with one or more horses of any breeding, age, temperament, size or condition and includes riding, receiving and giving training, giving or taking instruction, providing or receiving agistment services, participation in a clinic or in the conduct of a clinic, participation in a demonstration, or the conduct of a demonstration, participating in a competition or in the conduct of a competition, assisting in training or instruction, assisting a veterinarian or another person treating, handling or dealing with a horse, transporting, grooming, handling, or preparing for any of those activities, and observing another preparing for or participating in any such activity.

GELS means Gemini Equestrian & Livestock Services Pty Ltd ACN 070 149 290.

Accompanying Person means any person brought by me to or accompanying me, whether as my guest or otherwise at Que Sera Farm or another place at which GELS is participating in Equine Activity, and also, where pursuant to this agreement GELS inter alia provides

services to, for, in respect of or in relation to a person other than the Owner, whether the person is named herein or not, the expression includes that person.

GELS Personnel means the directors, secretary, employees, consultants and contractors of GELS and any person directly or indirectly involved in an Equine Activity at Que Sera Farm or in which GELS or any of those others may have a direct or indirect involvement.

Horse means the horse or horses referred to in the details section of the agreement including additional or replacement horses.

Owner means the Owner referred to in the details section of this agreement and, where the Owner is a company and if the context allows, it includes any person who signs this agreement for the company.

