

BOARDING AGREEMENT

BETWEEN :-

- (1) GROVE FARM STUD * ("the Boarding Stud"); and**
- (2)**
- ("the Owner")**

The detailed terms and conditions of the Agreement between the Boarding Stud and the Owner (by which the parties hereto hereby agree to be bound) are set out overleaf.

- 1. The Boarding Stud's charges are as follows:-
 - (a) Mares:-
 - (i) In foal - £18 per day
 - (ii) Maiden/barren - £16 per day
 - (iii) Foaling charge - £180
 - (b) Weanlings and Yearlings:-
 - £12 per day up to the commencement of sales preparation
 - (c) Sales Preparation:-
 - (i) £19 per day
 - (ii) Attendance at Sales (Newmarket) - £80 per day
 - (iii) Attendance at Sales (other than Newmarket) - £130 per day plus travel expenses
 - (iv) Door cards – £35 each
 - (v) Commission at the rate of 2.5% of the gross sale price
 - (d) Rest and Recuperation for Racehorses:-
 - (£16 per day whether involving any one or more of box rest, turning out, horse walker exercise

NB VAT is payable on all of the above charges.

- 2. All disbursements reasonably incurred by the Boarding Stud on behalf of the Owner shall be charged to the Owner at cost.

NB The Boarding Stud's veterinary surgeons are Rossdale & Partners. All veterinary charges shall be charged to the Owner by the veterinary practice direct.

- 3. The Boarding Stud reserves the right to change any rate or head of charge by giving to the Owner not less than two weeks notice.
- 4. For further information about the Boarding Stud the Owner is recommended to visit the Boarding Stud's website at **www.grovefarmstud.com**

Signed by
For and on behalf of the Boarding Stud
(Director/Secretary)

.....
Signature of Owner
Or by authorised signatory on behalf of Owner

Dated20..

* Grove Farm Stud is the trading name of a partnership between Julian and Anne Wilson

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement "Horse" means any horse (including without limitations a mare, foal, weanling, yearling or horse out of training) which the "Owner" places in the care of the "Boarding Stud" . "Owner" means the person named as the Owner on page 1 of this document and/or any duly authorised agent of such person. "Boarding Stud" means the Stud (and as appropriate, the proprietor thereof and/or the proprietor's duly authorised agent) named on the front of this Agreement where the Horse is to be kept for the purposes of this Agreement

2. GENERAL

These Conditions set out the terms upon which the Owner has agreed to board the Horse with the Boarding Stud for such purposes as the parties have agreed.

3. OWNER'S RESPONSIBILITIES

The Owner's responsibilities to the Boarding Stud include:-

- (a) Providing the Boarding Stud with all information relevant to the Boarding Stud which the Boarding Stud may either request or might reasonably be expected to require for its protection and/or for the protection of other stock at the Boarding Stud and/or so as to give effect to the purposes for which the Horse is boarded at the Boarding Stud.
- (b) Paying the Boarding Stud's agreed Keep charges and associated expenses according to the Boarding Stud's terms of business.
- (c) Being fully conversant with the Horserace Betting Levy Board's (HBLB) Codes of Practice on contagious and infectious equine diseases and acting at all times in full compliance with those Codes of Practice
- (d) Delivering to the Boarding Stud with the Horse or, as appropriate, before the Horse's arrival at the Boarding Stud, all such documentation relating to the Horse as the Boarding Stud shall reasonably require including, without limitation, a valid passport (or photocopy thereof) and such swab and/or vaccination certificates as may be required by the Boarding Stud and/or for compliance with all relevant Codes of Practice.
- (e) Removing the Horse from the Boarding Stud either as agreed with the Boarding Stud or, in the absence of agreement, when reasonably required by the Boarding Stud

4. THE BOARDING STUD'S RESPONSIBILITIES

- (a) To look after the Horse according to best practice and, to that end:-
 - (i) to employ sufficient Stud staff of skill and experience,
 - (ii) to take and maintain all reasonable precautions against infection occurring on the Stud in the Horse and in other animals at the Boarding Stud,
 - (iii) to ensure appropriate veterinary care for the Horse and to observe and implement any recommendations in relation to the Horse given by the Boarding Stud's veterinary advisers,
 - (iv) to notify the Owner promptly of any significant injury to the Horse, any diagnosis by a veterinary surgeon adverse to the Horse's welfare and, in particular (but without limitation) any suspected infection in the Horse,
 - (v) to observe and apply all guidelines which may from time to time be issued by the Horserace Betting Levy Board or any other relevant body pertaining to the control or containment of disease in the Bloodstock Breeding Industry,
- (b) To accept all risks with regard to public and third party liability which the presence of the Horse on the Boarding Stud gives rise to save that if any third party or public liability claim shall arise in a case where the circumstances giving rise to that claim might have been avoided had relevant information, not disclosed by the Owner, been disclosed, then the Owner shall indemnify the Boarding Stud from and against the consequences of such claim.

5. OWNER'S RIGHTS

- (a) To expect of the Boarding Stud that the Horse will be kept and cared for by the Boarding Stud according to best practice.
- (b) To expect of the Boarding Stud that it will use its best endeavours to ensure that the purposes for which the Horse is boarded at the Boarding Stud are fulfilled.
- (c) To visit the Horse at the Boarding Stud by arrangement and on reasonable notice (except in cases of emergency).
- (d) Having paid all sums due to the Boarding Stud or reasonably incurred by the Boarding Stud on the Owner's behalf to remove the Horse from the Boarding Stud at any time on reasonable notice subject as herein provided.

6. RIGHTS OF THE BOARDING STUD

- (a) To refuse acceptance of the Horse on the Boarding Stud on the grounds. -
 - (i) that documentation in relation to the Horse which the Boarding Stud reasonably requires to be produced has not been produced,

- (ii) that, in the reasonable opinion of the Boarding Stud, the Mare has any illness, affliction, vice or disposition which renders it a potential hazard to other stock at the Boarding Stud,
- (iii) that the Horse has not been vaccinated as reasonably required by the Boarding Stud.
- (b) To require that the Horse be removed from the Boarding Stud (subject to the payment by the Owner of all outstanding sums due to the Boarding Stud) if the Boarding Stud is of the reasonable opinion that, for whatsoever reason, the Horse represents a potential hazard to other stock at the Boarding Stud.
- (c) Where the Horse is a broodmare and, save as specifically otherwise agreed, to carry out such appraisals, tests and procedures on the Horse and at such intervals as the Boarding Stud reasonably sees fit in order to monitor the Horse's oestrus cycle and/or pregnancy status and/or to maximise the prospects of achieving a single full term pregnancy in the Horse and/or for any other purpose consistent with the purposes for which the Horse is boarded at the Boarding Stud.
- (d) To detain the Horse at the Boarding Stud at the cost and risk of the Owner (without incurring any liability to the Owner) in circumstances where the Horse's detention at the Boarding Stud derives from a restriction or prohibition on the movement of horses whether or not such restriction or prohibition has the force of law.

7. LIEN AND POWER OF SALE

- (a) The Boarding Stud shall have, in addition to any statutory or other implied rights of lien, a specific lien over all goods and property of the Owner in its possession including the Owner's Horse(s) ('the Owner's property') (including a right of sale) and a general lien on any documents relating to the Owner's Horse (s) in its possession in respect of the Keep fees, Foaling fees and other costs and expenses charged by the Boarding Stud in respect of the keep of the Horse.
- (b) The Boarding Stud shall be entitled on the expiry of 21 days notice to the Owner to dispose of the Owner's property as it thinks fit and apply the proceeds towards (i) all unpaid invoices (ii) expenses of storage and/or keep of the Horse(s) during the period of retention under lien, and (iii) other costs including the costs and expenses of the sale. Thereafter the Boarding Stud shall account to the Owner for any surplus and upon so doing shall be discharged from all liabilities under this Agreement.
- (c) The Boarding Stud shall be under no duty of care towards the Owner in exercising its rights of disposal. The Owner irrevocably appoints the Boarding Stud as his attorney for the purpose of the exercise of the power of sale under this clause and agrees to do all such acts as may be required by the Boarding Stud and to sign all documents necessary to ensure that the Boarding Stud may be registered as Owner of the Horse(s) in exercise of the power of sale.

8. ACCIDENTS, ILLNESS AND DEATH

- (a) In the absence of negligence on the part of the Boarding Stud, its servants or agents, the Boarding Stud shall, in no circumstances, be liable for the death of the Horse or for any accident, injury or illness suffered by the Horse and it shall be for the Owner accordingly to insure the Horse against such risks and for such value as it considers fit.
- (b) In the event of the Horse being determined by the Boarding Stud's veterinary advisers to be suffering from an injury, condition or illness necessitating destruction, the Boarding Stud is authorised to procure that the Horse is humanely destroyed as quickly as possible having first made all reasonable efforts (except in a case where immediate destruction is imperative on humanitarian grounds) to establish contact with the Owner and/or with any insurers detailed to the Boarding Stud by the Owner with a view to reporting the circumstances and the course of action necessitated by the circumstances.

Any dispute arising from these terms and conditions shall be a matter strictly between the parties to that dispute, shall be governed by English Law and shall be subject to the exclusive jurisdiction of English Courts save that any award or other Order of an English Court in relation to any such dispute may be enforced in any jurisdiction anywhere in the world

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause shall not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act