

Issue: 02 March 2021

Terms and Conditions of Entry

1. You agree that you, your employees and agents (“your personnel”), and horses accompanied or introduced by you or them into the training centre operated by EquineTrain Pty Limited (“EquineTrain”) at the above address (“the Facility”) enter the Facility and remain at their own risk.
2. Your personnel will be required to produce evidence of registration with Racing Victoria on entry into the Facility.
3. Before entry to the Facility you undertake to inform EquineTrain of any illness, disease, condition or injury from which any horse introduced by you into the Facility suffers. We reserve the right at any time to refuse admission to the Facility, or to refrain from providing any services to, horses suffering from any illness, disease, condition or injury or due to behavioural issues.
4. You acknowledge that whilst at the Facility, your personnel must comply with the reasonable directions of EquineTrain, our employees, agents and contractors (“our personnel”).
5. You and your personnel are responsible for conducting yourselves and the horses introduced by you in such a way as not to put yourselves, anyone else or any other horse at risk. You will be responsible for the conduct of horses introduced by you or your personnel into the Facility. You will be liable for any injury, loss or damage sustained by EquineTrain, our personnel or other horses due to the acts or omissions of your personnel or the acts of horses introduced by you to the Facility.
6. To the extent permitted by law, EquineTrain will not be liable for to you, your personnel or any horses introduced by to the Facility by you or them in tort, statute or in any other way for any injury, loss or damage of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage) sustained by you, your personnel or any such horse, or for any costs, charges or expenses incurred by you or your personnel arising from or in connection with your presence at, or use of, the Facility or the services provided by EquineTrain, or any act or omission of EquineTrain or our personnel. You agree to indemnify and hold EquineTrain and our personnel indemnified in relation to any such liability, loss and damage.
7. These terms and conditions may be changed from time to time. The applicable terms and conditions in relation to entry to the Facility and the provision of services at the Facility will be those on our website at the time of the booking.