

## **SINGAPORE POLO CLUB – POLO LIVERY SERVICE AGREEMENT**

- A.** Pursuant to the Party’s request, the Club agrees to stabling the Horse(s) on the general terms and conditions, fees and prices annexed here to or as updated by the Club from time to time.
- B.** The Party agrees to stable his/her horse(s) at the Club’s premises under these fees, prices, general terms and conditions which may be changed from time to time in accordance with the Club’s Constitution, Bye-laws and any policies including Human Resource policy.

The following documents shall form part of this Service Agreement:

1. Annex 1 – Livery Fees
2. Annex 2 – Prices of Services
3. Annex 3 – Duties and Overtime Breakdown prices
4. General Terms and Conditions

Any dollar amount referred to in this Agreement for fees, services, charges or costs charged by the Club shall be subject to GST at the prevailing rate any other relevant taxes. All amounts are in Singapore dollars.

### **ANNEX 1 – LIVERY SERVICE FEES** (effective 1<sup>st</sup> May 2021)

<b>STABLE TYPE</b>	<b>Subsidized Livery Charge (excl. GST)</b>	<b>Empty Livery Charges (excl. GST)</b>	<b>Allocated stable deposit</b>	<b>Security deposit (one-time payment and refundable on termination of agreement)</b>	<b>Criteria</b>
Allocated stable livery	\$1150 per month	\$425 per month	S300 per month	\$1000	Other charges in allocated stable agreement
Term stable livery	\$1950 per month	\$975 per month		\$1500	

Full livery is 150% of subsidized livery.

Livery Charges for Polo Ponies shall be determined by the Committee at its absolute discretion from time to time.

## ANNEX 2 – PRICES OF SERVICES

- a) No pro-ration of charges will be allowed for consumption of, or use of, less than the minimum/maximum stipulated weight or amount of goods supplied by the Club under this Agreement.
- b) Any charges for services referred to in this Agreement are subject to change at the sole discretion of the Club.
- c) Where any Livery Services are provided outside of stipulated working hours, additional overtime charges will apply in accordance with the rates set out in Annex 3.

<b>Additional Livery Services</b>	<b>Price</b>
<b>Clipping</b>	\$100 per horse per time
<b>Clipping (Difficult Horse with Handler)</b>	\$150 per horse per time
<b>Poulticing</b>	1 <sup>st</sup> poulticing during stipulated work hours is free. Any additional livery request shall be charged at \$15 each time (up to 4 legs each time) and will be performed during stipulated working hours. When this additional service is provided outside stipulated working hours, overtime rates shall apply will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3) in addition to \$15 per poulticing.
<b>Ice Boots</b>	\$20 per session. When this additional service is provided outside stipulated working hours, overtime rates shall apply will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3) in addition to \$20 per session. For Polo Day – Free icing after polo if required.
<b>Hand Walking</b>	\$15 per 20 minutes
<b>Shavings</b>	Charge at prevailing rate
<b>Loading/Unloading of Horse for transport (2 Way)</b>	\$15 per loading \$15 per unloading
<b>Utilities / Electrical Device in stable</b>	\$25 per wall fan per month
<b>Wall mounted fan per installation</b>	\$350 non-refundable. Parties can remove fan at their own cost without damaging club facility and fixture
<b>Farrier</b>	As per the club farrier's price list
<b>Holding for Farrier (Difficult Horse)</b>	\$20 per time
<b>Movement of Horse for the purpose of Veterinarian consultation or farrier</b>	Working hours – free Outside working hours – the prevailing overtime rate for the applicable day (refer to rates in Annex 3)
<b>Deworming Medication</b>	Charge at prevailing rate prior to Deworming

<b>Vaccinations as specified by the Club from time to time</b>	Charge at prevailing rate prior to Vaccinations
<b>Rubber Mats for Stable</b>	\$150 per Mat (one-time payment)
<b>Additional feed items not on the feed menu or in excess of the maximum quantity</b>	At cost plus standard administration fee
<b>Emergency Medical Attention</b>	Medical attention provided on an emergency basis (eg colic), but provided outside of stipulated working hours, will be charged at the prevailing overtime rate for the applicable day (refer to rates detailed in Annex 3)
<b>Assistance provided to Veterinarian for consultation</b>	When assistance is provided, at the request of the appointed Veterinarian, and that assistance is provided outside stipulated working hours, the Party will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3)

### **ANNEX 3 - DUTIES AND OVERTIME BREAKDOWN**

<b>Day of the Week</b>	<b>Stipulated Working Hours</b>	<b>Usual Service Provided (at no additional charge)</b>	<b>Additional Services Provided (to be charged to Livery Owner)</b>	<b>Rate for Overtime and/or Additional Services</b>
Polo Days Tue, Thu, Sat & Sun	<b>Morning</b> • 7.00am – 10.00am  <b>Afternoon</b> • 2.30pm – 7.30pm	Please refer to Clause 5(b) of the Service Agreement for specific services provided as part of the Agreement	Any work performed outside of stipulated working hours	\$24 per hour for any service provided outside stipulated working hours
Non-Polo Days Wed & Fri	<b>Morning</b> • 7.00am – 10.00am  <b>Afternoon</b> • 3.30pm – 6.30pm			

Monday and Public Holidays	<p><b>Morning</b></p> <ul style="list-style-type: none"> <li>• 7.00am – 10.00am</li> </ul> <p><b>Afternoon</b></p> <ul style="list-style-type: none"> <li>• 3.30pm – 6.30pm</li> </ul>	<ul style="list-style-type: none"> <li>• Either one front paddock turn-out or one walker</li> <li>• Feeding</li> <li>• Haying</li> <li>• Watering</li> </ul>	<ul style="list-style-type: none"> <li>• Any work performed outside of stipulated working hours</li> <li>• Second paddock turn out or walker</li> <li>• Medical Attention</li> <li>• Tacking/Untacking</li> </ul>	<p>Flat rate of \$50 per additional service, per horse, when performed during stipulated working hours</p> <p>Additional charge of \$24 per hour if additional services are provided outside stipulated working hours</p>
“Off Days”	N/A	No usual services provided by grooms on their “off day”	Any request for groom services by a Parties will be subject to overtime charges	\$32 per hour, minimum 4 hours (\$128)

“Off Day” denotes any day of the week on which a particular groom is ‘off’. If a Party requests the services of that particular groom on their designated ‘off day’ then the corresponding rates of overtime will apply.

## **GENERAL TERMS AND CONDITIONS**

### **1. GENERAL GUIDELINES**

- a) The General Manager, or any person nominated to act as his/her official appointed representative, has sole discretion to make decisions in relation to the implementation of the Agreement. Any reference in this Agreement to requests for approval will be understood to mean that approval will be given by the General Manager or his/her appointed representative.
- b) The Party warrants that he/she is, and shall continue to be a current and fully paid up member of the Club holding a Charter membership during the term of this Agreement.
- c) It is expected of the Party to conduct themselves in a courteous and gracious manner with all staff and fellow members. It is expected that they shall honour the good name and reputation of the Club inside and outside the Club premises.
- d) The Party agrees to abide by the Club’s Constitution and Bye-Laws, as well as any other policies and rules set by the Polo Section or the Club at all times. It shall be the sole responsibility of the Party to keep up-to-date and be aware of any updates or changes in the Constitution, Bye-Laws, Rules, policies and processes of the Club.
- e) The Party agrees that in no circumstances, Club members are strictly prohibited from providing polo lessons to the Party. Only the Club’s Instructors are allowed to provide

polo/riding instruction on the Club's leased and managed premises and to Club stabled polo horses or ponies.

- f) Where the Party enters into this Agreement on behalf of a Junior Rider who is aged below twenty-one (21) the Party warrants that he/she is the parent or legal guardian of the Junior Rider and shall ensure that the Junior Rider shall abide by the terms and conditions of this Agreement and shall be fully responsible for any injuries, damages and other incidents that may happen to the Young Rider or to the Party's horse.
- g) If any inconsistencies or conflicts arise between the separate documents forming this Agreement, to the extent of inconsistency or conflict, the following order of precedence shall apply: (i) the Club's Constitution, (ii) The Club's Bye-Laws, (iii) the Club's Polo Department & Academy Rules & Regulations; notices and (iv) any written agreement between the Parties duly signed and executed. In any dispute, the Committee's decision shall prevail.
- h) The Parties acknowledge and agree (i) that this Agreement is a commercial agreement and shall be construed in accordance with normal commercial principles; (ii) that the provisions herein shall not be construed against the Party which drafted or prepared the provisions; and (iii) not to challenge any of the provisions of this Agreement on grounds of reasonableness or the lack thereof.

## 2. ALLOCATION & REALLOCATION OF STABLES

- a) The refundable deposit ("**Security Deposit**") is shown in Annex 1. This deposit, less any debts owed and/or sums reasonably incurred by the Club to reinstate and/or rectify damage to the Club's premises caused by the Combination (that is, the combination of the Horse and Party and/or Rider) in accordance with Clause 2(d) below, shall be returned after the termination of this Agreement.
- b) The Club shall allocate a stable for the Horse and may from time to time relocate the stable and require any horse to be moved to a different stable with prior notice to the Party. No Party may move the Horse to a different stable without the Club's prior approval in writing.
- c) The Party agrees that where the stable has been relocated pursuant to Clause 2(b) above, the Club shall endeavour to give the Party 48 hours to relocate to its new stable. The Party agrees that the Club and its employees are authorized to move the Horse to its new stable under this clause.
- d) Upon termination of this Agreement, the Party shall be given five (5) days to reinstate and/or rectify any damages to the Club's Premises caused by the Combination, failing which the Club reserves the right to take all necessary action to reinstate and/or rectify any damages to the Club's Premises caused by the Combination and recover such costs from the Party, including (at the Club's sole discretion and option) deducting any part of the costs incurred from the Security Deposit.

## 3. ARRIVAL OF THE HORSE

- a) The Party agrees that, notwithstanding any other clause in this Agreement, the Party must obtain the Management's written approval before the Horse is eligible to move into the stable at the Club.

The Party agrees that he/she shall be present at the Club on the day of the Horse's arrival ("Arrival Date") to settle the Horse in. Where the Party is unable to be present to settle the Horse in, the Party, prior to the Arrival Date, nominate another member of the Club to settle the Horse in on the Party's behalf. The Party shall notify the Club of such nomination in writing 48 hours prior to the Arrival Date, and accepts all risk and liability in circumstances when they are not present themselves.

#### **4. MONTHLY FEES, MEDICAL SURCHARGE AND OTHER FEES**

- a) Monthly Fees for Livery can be found on Annex 1.
- b) Upon the provision of a Veterinarian's report (not dated more than 7 days earlier), which must be submitted to the Club Management and approved, duty grooms will assist to administer the duties mentioned under medical attention (please refer to Clause 5(i) for the Horse at no charge to the Party for a period of one (1) calendar month for each and every specified medical condition. The medical attention provided will be in accordance with the definition included in this Agreement.
- c) One calendar month of free medical attention will be provided per medical condition. Whether a medical condition is related or not will be determined at the Club with the support of a supplementary medical report provided by the Party's appointed Club's approved Veterinarian.
- d) Should a medical condition require medical attention for a period exceeding one (1) calendar month, this attention will be limited to Poulticing/Ice Boots and/or Hand Walking, and will be charged to the Party in accordance with the prices set out in Annex 2.
- e) Medical attention shall also include two sessions of twenty (20) minutes of hand walking per day during stipulated working hours, if recommended in writing by the Veterinarian, which will be provided by the Club in lieu of front paddock turnout and walker services usually provided under the standard Livery Agreement.

#### **5. LIVERY SERVICES**

- a) All requests in relation to the provision of Services, and any variation of those services, are to be made to the authorised Duty Supervisor of each respective stable yard. Only the authorised Duty Supervisor is able to agree to such requests.
- b) The following Livery Services will be provided by the Club as standard:
  - i. One (1) stable with fan

- ii. Seven (7) days a week of mucking out service
- iii. Seven (7) days a week of feeding, haying and watering service
- iv. Six (6) days a week of grooming service (no service on Mondays/Public Holidays). Grooming service is defined as the removal of dust/ dirt/ sweat/ stable stains from the body of the Horse by grooming/washing including the mane and tail as well as picking out of hooves in preparation for exercise and after turn out.
- v. Six (6) days a week of tacking up service (no service on Mondays/Public Holidays). This service includes the tacking prior to and untacking of the Horse after riding and Polo.
- vi. Up to a maximum of four (4) bags of quality shavings per week for bedding or equivalent sawdust
- vii. Two (2) rubber mats per stable

The Club may at its sole discretion, change or vary the services as and when it deems fit by providing Parties at least 2 days' notice of such changes.

- c) The Livery Services shall be provided within the Club's employees' working hours of 7.00am – 10.00am and 2.30pm – 7.30pm on Polo Days on Tuesdays, Thursdays, Saturdays and Sundays, 7.00am – 10.00am and 3.30pm – 6.30pm on Non-Polo Days on Wednesdays and Fridays, excluding Mondays and Public Holidays (the stipulated working hours).
- d) The earliest time the Horse can be requested to be tacked up for lesson/riding is 7.15am and 4:00pm.
- e) For self-ride, the Party/Rider has to return the horse to the respective stables at least thirty (30) minutes before the employees' working hours end (as indicated in 5 (c)). Any horses returning to the stable after working hours must be untacked and washed down by the Party/Rider.
- f) Paddock Services cannot begin before working hours and are available **weather permitting.** There are no private paddock services provided on Mondays/Public Holidays. The Club has the sole right to decide on whether a paddock is to be closed.

Rented paddocks are available for rent on a monthly basis. The paddock time should not exceed three (3) hours per session. The paddock sessions are as follows:

Morning session : before 12pm  
Afternoon session : after 12pm

Should the Party's livery horse be seen in a paddock that has not been rented, he/she shall be charged the following penalty fees per session/day:

Small paddock : \$125  
Big paddock : \$200

The Club will remove the horse at the stable if this continues.

- g) The Club shall not be held responsible by the Party or anyone that they have authorised to attend to the Horse. For any loss of shoes or injuries, including but not limited to fungus or skin conditions, that arise when a Party makes use of arenas and/or

paddocks (wet or dry) to turnout the Horse for the duration used or at any time used, whether during or outside of Club working hours (please refer to Clause 5(c) of this Agreement for details of stipulated working hours). The Party shall take sole and full responsibility for the Horse and any subsequent loss, sickness, injury, damage or death to the Horse, Club property and premises or any third-party loss.

- h) The following services (including but not limited to) will be provided, as part of the Livery Service, in circumstances where the Horse requires medical attention administered by grooms or Duty Supervisor:
- i. Administration of oral medication
  - ii. Administration of eyedrops
  - iii. One (1) poulticing/icing per day (up to four (4) legs)
  - iv. Changing of wound dressings
  - v. Application of cream and/or ointment as required for wound treatment

Any medical attention not listed above will be subject to a medical surcharge and/or additional charges in accordance with the prices set out in Annex 2.

- i) Any additional requests for services outside the Livery Services must **ONLY** be requested through the Management who shall confirm whether this will be provided. Such services shall be provided subject to the availability of the Club's resources. Extra services shall be billed as per Annex 2, in this Agreement
- j) For avoidance of doubt, the following Livery Services shall be carried out on Mondays and Public Holidays:
- i. Mucking Out;
  - ii. Feeding, haying and watering;
  - iii. Near Stable Paddock turn out or walking in the automated walker
- k) The Party acknowledges and agrees that the allocation of syces is at the Club's sole discretion and the Club reserves the right to change the allocation of the syces as and when is necessary.
- l) Subject to the availability from the Club's suppliers, the Club will provide the following Feed Menu as part of the Livery Services:

<b>Hay (Maximum Kg as below per day)</b>	<b>Hard Feed (Maximum eight (8) kg in total per day)</b>
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<ul style="list-style-type: none"><li>• Maximum seven (7) kg of Ryegrass Haylage or Bermuda or Lucerne Hay (at the option of the Party)</li></ul> <p>(any consumption quantity over and above will be billable to Party's account, in addition to a 10% wastage fee per kg)</p>	<ul style="list-style-type: none"><li>• Hygain Ice</li><li>• Speedi Beet</li><li>• Wheaten Chaff</li><li>• Electrolytes</li><li>• Oats</li><li>• Brans</li></ul> <p>(Any consumption quantity over and above will be billable to Party's account, in addition to a 10% wastage fee per kg)</p>
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- m) The Club reserves the right to change brands and/or suppliers of the feed listed in the Feed Menu without notice.
- n) The Party understands and agrees that there shall be no reduction in the Livery Service Fees even if the Party chooses not to utilize any or all of the feed listed in the Feed Menu.
- o) The Club shall provide feed to the Horse at Club defined feed times.
- p) Storage of food items shall be at the Club's sole discretion.
- q) The Party agrees that feed items shall not be stored outside the Horse's stable
- r) Night time feeding is not permitted on the Club's Premises unless required for medical reasons. Where night-time feeding is required, a written note by a Club approved Veterinarian must be submitted to the Polo Office.
- s) The Party is not permitted to send personal messages to syces/grooms. For any matters concerning livery services and services provided by grooms and/or syces, the Party is required to contact their respective authorised Duty Supervisor directly.
- t) The Party is not allowed to feed the Horse on their own unless the feed has been pre-approved by the Club.
- u) Parties are required to inform Stable Supervisors if they want to change the feed or hay for their horses. Parties are not allowed to change the feed board or verbally advise the grooms of any changes to the field board.
- v) Parties are not allowed to give instructions to the grooms to bring their horses to the pony lines for Riding or Stick & Ball except for horses stabled at NEP Stable.
- w) Parties are required to give at least 30 minutes notice to the Stable Supervisors if they want their horses to be tacked up for Riding or Stick & Ball.

## **6. ADDITIONAL SERVICES**

- a) The Party acknowledges and agrees that the Livery Service Fee does not include the cost of farrier services and that any and all cost of farrier services shall be borne by the Party.
- b) The Party agrees that he/she shall only use Veterinarians that are on the Club's Approved Veterinarian List. The Party acknowledges and agrees that the use of any Veterinarian not authorized by the AVA to practice in Singapore is strictly prohibited.
- c) The Party shall only administer medication or medicine to the Horse that have been recommended and/or prescribed by the Club-approved Veterinarian.
- d) The Party agrees that the Horse shall follow the Club's schedule for vaccinations and deworming and agrees to adhere to the vaccinations and deworming scheduled by the Club. The Party further agrees that where the Horse must be re-vaccinated to align with the Club's vaccination and deworming schedule, the cost of such additional vaccination and deworming shall be borne by the Party.
- e) The Party agrees that in the event that the Club in its absolute discretion, deems that the Horse to be in urgent need of veterinary or farrier attention, the Club is authorized to summon a veterinarian or farrier and the Party is deemed to have authorized any and all treatment. The Party also agrees to bear the full cost of same. The Club agrees to use all reasonable endeavours to contact the Party before any treatment is carried out.

## **7. TERMS AND CONDITIONS CURRENTLY GOVERNING THE GRANT OF THE LIVERY SERVICE AGREEMENT / LIVERY FOR POLO PONIES AND CONDITIONS FOR ELIGIBILITY FOR SUBSIDY**

The Club may, through the Committee, offer livery for Polo Ponies to Charter Members which shall be in accordance to the Club's Bye-laws "Livery for Polo Ponies and conditions for eligibility for subsidy".

Leasing of the Party's polo pony (i.e. loan of the Party's pony either partially or fully for any monetary consideration whatsoever) to another Member to ride or play polo is strictly prohibited. The breach without approval from club will result in the immediate termination of this Agreement.

## **8. ABSENCES**

- a) The Party agrees that prior to being away for any length of time the Party shall:
  1. Inform the Club in writing no later than seven (7) days in advance.
  2. Provide the Club with an exercise schedule for the Horse that has been approved by the Management;

3. Provide the Club with an authorization form indicating the person(s) and Veterinarian to be responsible for the Horse's exercise schedule, including the contact details of the said person(s) and Veterinarian.

- b) The Club reserves the right to exercise the Horse in the Party's absence if the Party has not made the appropriate arrangements for the Horse or if the person(s) they have authorized to exercise the Horse is deemed by the Club to be unsuitable. The Party agrees that any and all costs for the exercise of the Horse during the Party absence shall be borne by the Party.

## **9. RIDING**

- a) The Party agrees that they shall only take lessons on the Club's Premises including any other properties leased or managed by the Club (defined in this context as "Singapore Polo Club property").
- b) The Party agrees that where the Horse is ridden outside of the Club property, the Club shall not be liable for any loss, theft, damage, sickness, disease, injury or death suffered by the Horse.
- c) The Party agrees not to ride the Horse in a dangerous and reckless manner.
- d) The Party acknowledges and agrees that the Horse named in this Agreement is only ridden by the Party and his/her immediate family members (spouse and children below 21 years of age) registered under the same Club membership or the authorised member/polo professionals/ guest as appointed by the Party.

## **10. HORSE MANAGEMENT**

- a) Any requests for horse management of horse(s) by polo professionals must go through the polo office and will be subject to the availability of the polo professionals. Terms and conditions shall apply.

## **11. GUESTS**

- a) The Party agrees that he/she shall be responsible for ensuring that any person riding the Horse is a member of the Singapore Polo Club whose membership permits riding or is a Guest Rider of the Party as stipulated in the Club's Constitution and Bye-Laws.
- b) The Party agrees that his/her Guest Rider (those riders that are not members of the Club) shall only ride the Horse under the Party's supervision.
- c) In the event that the Party has a Guest, the Party will be required to register the Guest details on the guest book located at the Club's front reception and the guest will need to sign the indemnity form prior to mounting on the Horse.
- d) Parties or any of their authorised riders as in Clause 9 (d) shall be responsible for picking up their horse's manure when riding in any Club owned or managed arenas. Parties shall be charged a fee should they not do so.

## **12. GRIEVANCE PROCEDURE**

- a) The Party acknowledges and agrees that the most appropriate and efficient way to communicate any concerns and issues with the Club's employees or facilities is to make a report in writing, submitted by email to the Club's Polo Office. If issues are unresolved, the Party may address matters to the Club's Honorary Secretary.
- b) The Party agrees not to do or say anything that may bring the Club into disrepute nor post any negative matter on any social media platforms. The Party acknowledges that a breach of this clause shall, without prejudice to the Club's other rights, result in disciplinary action under Rule 23 of the Club's Constitution. The Party acknowledges that the Club shall have the absolute right to terminate the Party's stable lease giving one months' notice in advance should the Party not adhere to this clause.
- c) The Party acknowledges and agrees that he/she does not have the right to reprimand, harass or seek favours from any of the Club's employees. The Club may take the necessary action it deems fit against any non-compliance to this clause.
- d) The Party acknowledges that tipping of the Club's employees whether in cash or in kind is strictly prohibited.
- e) Parties are, in no circumstances, permitted to give the Club's employees informal instruction beyond contracted services with regard to services concerning horses owned or leased or ridden by the Party.
- f) Employees of the Club have no power whatsoever to deviate from the Club's Constitution, Bye-Laws, and Standard Procedure Instructions. Parties must, in no circumstances, request them to do so.
- g) The Club reserves the right to take disciplinary action under Rule 23 of the Club's Constitution against anyone who fails to adhere to the above.

## **13. HORSE MOVEMENT AND TRAVELLING**

- a) The Party agrees and hereby authorizes the Club and its employees to handle and move the Horse as and when reasonably required. For the avoidance of doubt, this includes movement and travelling both within the Club premises and outside the Club premises. Prevailing charges shall apply for movement outside the Club's premises.
- b) The Party agrees to fully indemnify the Club against any and all loss, damage and/or but not limited to injury suffered by the Club (including its employees) or any claims by a third party for loss, damage and injury suffered, as a result of the movement and

travelling of the Horse, provided that the loss, damage and injury were not caused by the negligence and unauthorized handling of the Horse by the Club and its employees.

- c) Where the Horse travels out of the Club's Premises for whatever reason, the Club shall endeavour to provide the Party reasonable assistance. The Party agrees that the Club shall not be liable for any loss, injury or damage to the Horse or the Party's property, howsoever caused.
- d) The Horse Passport shall remain in the possession of the Club at all times.

#### **14. HORSE WELFARE**

- a) The Party agrees that he/she is fully responsible for the reasonable and proper care of the Horse. This includes covering all costs and expenses of the Horse and ensuring the Horse obtains adequate amounts of exercise.
- b) Where, in the Club's reasonable opinion, the Party is failing to take reasonable and proper care of the Horse, the Club is hereby authorized by the Party to take all reasonable and adequate steps to ensure that the Horse's welfare is not compromised.
- c) The Party acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- d) The Party agrees that he/she is fully responsible for the proper riding, training, and exercising of the Horse.
- e) Where, in the Club's reasonable opinion, the Party is failing to ensure that the Horse is provided with the proper riding, training and/or exercise, the Club is hereby authorized by the Party to take all reasonable and adequate steps to ensure that the Horse receives the proper riding, training and exercise. The Party acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- f) The Party is required to inform the respective authorised Duty Supervisor of any Veterinarian appointments that have been arranged and any treatment that is provided. Notice is to be given as early as possible. Where the Club is not notified of appointments and/or treatment the Club will not be held liable or responsible for any resulting loss, injury or damage. Where additional services or care are required due to failure to inform the authorised Duty Supervisor, the Party will be required to pay for that service.
- g) If the Horse is under veterinary care, services and charges as detailed in Annex 2 for medical attention will be applied, including but not limited to the Medical Attention Surcharge.

#### **15. INSURANCE**

- a) The Party acknowledges that the Club has a public liability policy, but that this policy does not extend to the Party or the Horse. In those circumstances, the Club strongly recommends and advises that all Parties hold valid public liability insurance. The Club

also recommends for all Parties themselves, personal accident insurance that covers all polo or equestrian activities.

- b) The Party acknowledges that the Club does not carry any insurance for the Horse. The Party agrees that it is the Party's responsibility for insuring the Horse.

## **16. RISK OF LOSS**

- a) During the term of this Agreement, the Party agrees that the Club shall not be liable for any sickness, disease, theft, damage, injury or death which may be suffered by the Horse.
- b) The Party further agrees that the Club shall not be liable for any escape or straying of the Horse and that the Club shall not be liable for any damage, injury, loss or death caused by the escape or straying of the Horse.
- c) The Party agrees to fully indemnify the Club against any and all claims arising from loss, damage, injury, or death caused by the Horse to any third party or property, including claims for damages, costs, loss and expense (including legal fees).

## **17. TERM OF AGREEMENT**

### **For allocated stable:**

This Agreement shall commence on the Effective date of allocation or transfer.

### **For term club stable:**

This Agreement and shall continue for a period of twelve (12) months from the date of allocation. This Agreement shall automatically renew for subsequent terms of one (1) year at a time until terminated in accordance with Clause 17 below.

## **18. TERMINATION**

### **For term club stable:**

- a) Either Party may, by one (1) month, written notice, terminate this Agreement without giving any reason.
- b) In the case of early removal of the Horse, empty livery charges shall be applicable in respect of the balance days of the one-month notice that are unutilised. The Club shall refund the security deposit upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month Livery charge. The security deposit shall be refunded within two (2) calendar months.

## **19. TRANSFER OF STABLE ALLOCATION**

### **For allocated stable:**

- a) The Party may apply for his allocated stable to be transferred to another polo player with a valid SPC polo handicap by written notice to the Polo Captain and execution of relevant novation agreement.

## **20. ASSUMPTION OF RISK**

The Party acknowledges that there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of horses to behave in unpredictable ways that may result in injury, harm and death to persons on or around them, the propensity of horses to behave in unpredictable ways that may result in damage to property, the limited availability of emergency medical care and the potential for the Party and/or the Junior Rider and/or Guest Rider to sustain injury, harm or death as such result of the negligence of other persons involved in polo or equine activities.