

**KENILWORTH QUARANTINE STATION
("the Facility")**

**TERMS AND CONDITIONS FOR USE OF
AND ENTRY TO THE FACILITY**

The entry and/or use of the Facility is subject to the Terms and Conditions as set out below:

1. Right of admission is reserved at the sole discretion of Kenilworth Racing (Pty) Limited trading as Cape Racing ("the Company") and its senior management ("Management").
2. Entry to the Facility is subject to compliance with these Terms and Conditions at all times. In the event of any non-compliance herewith, the Facility, or any of its representatives, may refuse to allow any person admission to the Facility, or may remove any person from the Facility. The Facility may also in the future for any reason whatsoever, prevent any person from entering the Facility who was previously refused permission or who was removed therefrom.
3. Person, as defined in these Terms and Conditions means a natural or juristic person.
4. No person shall act or behave in a disruptive or disorderly manner, endanger the safety of other persons or livestock, nor unreasonably obstruct any other person in the Facility.
5. The Facility shall, subject to these Terms and Conditions, use its best endeavours to ensure that any person using the Facility be given full and unencumbered use of the stables allocated to that person, but reserves the right to substitute that allocation with another at its discretion. Management does not guarantee the quality of the Facility.
6. Neither the Facility nor the Company, nor Management, nor its employees and agents, shall be liable for any loss, injury or damage of any nature whatsoever, howsoever caused by the use of the Facility and/or on the property of the Facility.
7. The Facility and/or the Company reserves the right to make rules or change any existing rule of general applicability governing the conduct of any persons, animals or vehicles, whilst in or around the Facility, and including Rules of Conduct.
8. Any person using and/or entering the Facility acknowledges that these Terms and Conditions have been read and undertake to abide by them.

9. Entry into the Facility and demarcated areas will not be allowed to persons deemed at the discretion of Management to be under the influence of alcohol or narcotics, or found in possession of any item or substance deemed to be illegal or undesirable by Management, including any dangerous items, weapons, explosives, incendiary devices or sharp objects, animals (other than equines), or any other items which Management may refuse at their sole discretion, which may be offensive, disruptive, dangerous or likely to infringe the safety and/or or security of others.
10. Any person who enters the Facility can be searched by a police officer and/or security staff and/or servant / and/or service provider and/or agent of the Facility. The Facility reserves, at their sole discretion, the right to refuse admission to, or eject any individual or group not abiding by these rules and regulations.
11. All vehicles shall be parked within car parks in accordance with instructions communicated by the Facility, its staff or agents. The Facility reserves the right to remove any vehicle(s) in non-compliance hereof.
12. No person is permitted to behave in any way deemed to be a nuisance, violent, abusive, disruptive, threatening, an infringement of somebody's rights, or in any manner which the Facility reasonably considers to be inappropriate or unacceptable.
13. The Facility is a non-smoking area. E-cigarettes are also not allowed inside the Facility.
14. Other than equines, no animals or other livestock are allowed into the Facility, unless pre-arranged specific written authorization therefor is granted by the Facility.
15. Only a person specifically authorized in writing by the Facility is permitted within the grounds to sell or distribute any items or services, including veterinary and farrier services.
16. A minor child aged 15 years or less must be accompanied by his/her parent or guardian or adult when entering the Facility.
17. All equines utilising the facility:
 - 17.1 must be accompanied by their passports which must be left in the care of the Facility for the duration of the quarantine period;
 - 17.2 must have received all of their current vaccinations, alternatively, all vaccinations determined by the Facility;
 - 17.3 must be free from any disease or other ailment. The Facility can, at its sole discretion, unilaterally remove any horse that it considers to be suffering from any ailment whatsoever, without notice to any other party;
 - 17.4 are subject to all fees and levies charged by S.A.H.E.P. from time to time.

18. The Facility reserves the right at its sole discretion and without any notice to any party:
 - 18.1 to remove any horse that it considers to be neglected in any way whatsoever;
 - 18.2 to obtain veterinary treatment of any equine at the Facility;
 - 18.3 to obtain any other therapy and/or treatment, including farrier services for any horse at the Facility;
 - 18.4 to ban and prevent any person whatsoever from entering the Facility;
 - 18.5 to deny entry to the Facility of any equine whatsoever;
 - 18.6 to retain possession of and prevent any equine from leaving the Facility in the event that the owner / agent of the equine is indebted to the Facility in any amount whatsoever;
19. In the event of the Facility removing any equine and/or obtaining treatment as stated above, the owner / agent of the equine shall be liable for all costs incurred by the Facility with regard to the equine.
20. In the event of the Facility and/or the Company having to instruct attorneys and/or incur any other costs with regard to litigation, the owner and/or agent of the equine shall be liable for all of the costs incurred by the Facility and/or the Company on the scale as between attorney and own client.
21. In the event that the owner and/or agent of any equine retained by the Facility in terms of 18.6, *supra*, does not discharge his indebtedness to the Company in respect of the Facility within 30 (thirty) days of receiving written requests therefor, the Company will be entitled to sell the equine by way of public auction, and to retain the proceeds thereof. Any surplus funds resulting therefrom, after discharging the indebtedness of the owner and/or agent to the Company, will be refunded to said owner and/or agent. In the event that the proceeds of the auction sale do not fully discharge the indebtedness of the owner and/or agent to the Company in respect of the Facility, the owner and/or agent will remain liable to the Company for all costs, including but not limited to:
 - 21.1 costs of the auction sale, including commission, entry fees, stabling, transport and advertising;
 - 21.2 stabling, transport and veterinary fees for the equine incurred by the Facility, both prior to and subsequent to the auction sale.