Haras des Trotteurs Ltd

2020-2021

New Zealand Stallion Frozen Semen Service Contract

Please email completed form to louise@harasdestrotteurs.com.au

Owner ☐

Lessee ☐

OWNER/LESSEE DETAILS

Surname: _____ First Name(s): _____

Company Name: _____ DOB/NZBN: _____

Address:

_____

_____

Suburb _____ State: _____ Postcode: _____

Contact number:

_____

Email Address:

_____

GST Registered:

☐ No ☐ Yes Company No: _____

SERVICE PARTICULARS – Mare 1

MARE 1 _____ **STALLION** _____

Sire: _____ Dam: _____

Reg/Brand No

Service Fee (plus. gst): NZ$

Semen Transport And Handling Fee (plus gst): $140

Pay on Live Foal

BREEDING HISTORY

Mares current status: Maiden Barren In Foal

Name of insemination site (Stud/Vet)

Name of mare's Veterinarian

Other Notes

SERVICE PARTICULARS – Mare 2

MARE 2 **STALLION**

Sire: Dam:

Reg/Brand No

Service Fee (plus gst): NZ$

Semen Transport And Handling Fee (plus gst): $140

Payable on Live Foal ☐

BREEDING HISTORY

Mares current status: ☐ Maiden ☐ Barren ☐ In Foal

Name of insemination site (Stud/Vet)

Name of mare's Veterinarian

Other Notes

Executed as an Agreement

Dated the ☐ day of ☐ , 20

The attached Terms and Conditions apply to this Contract. I agree that I have read and understood said terms and conditions. When the Mare Owner/Lessee and the Director or authorised signatory of Haras des Trotteurs Limited have signed this contract, it will then be binding on both parties subject to the said Terms and Conditions.

Signed by or on behalf of the Owner/Lessee in the presence of:

SIGNATURE OF WITNESS

SIGNATURE OF OWNER/LESSEE

Signed by or on behalf of the Haras des Trotteurs Limited in the presence of:

SIGNATURE OF WITNESS

SIGNATURE OF DIRECTOR/AUTHORISED SIGNATORY

HARAS DES TROTTEURS LIMITED (“Supplier”)

NEW ZEALAND TERMS AND CONDITIONS OF SERVICE

1. OWNER/LESSEE

1.1 The Owner/Lessee is the owner of the Mare or has the express authority of the Owner to enter into this contract.
1.2 The Owner/Lessee warrants that the information provided is true and correct.

2. SERVICES

2.1 The service provided by the Supplier is the supply of the Stallion’s semen (“Service”).
2.2 The Stallion’s semen shall be frozen.
2.3 The Supplier does not guarantee the birth of a live foal.

3. SERVICE FEE

3.1 The Service Fee is Plus GST.
3.2 The Supplier shall invoice the Owner/Lessee for the Service Fee upon delivery of the Service. The invoice shall record the due date for payment as the anticipated foaling date of the Mare.
3.3 Invoices shall be sent to the email address or postal address provided by the Owner/Lessee and shall be deemed to have been received by the Owner/Lessee the day after it is sent by email and the third day after the date it is posted by the Supplier.
3.4 Notwithstanding an invoice being rendered, the Service Fee shall only be due and payable by the Owner/Lessee on the birth of a live foal that lives for at least 24 hours from birth and stands and suckles from its mother within said 24 hours (“live foal”).
3.5 Unless otherwise agreed in writing, the Owner/Lessee shall pay the Service Fee within 14 days of the birth of a live foal.

4. SEMEN TRANSPORTATION AND HANDLING FEE

4.1 The Transportation And Handling Fee for the Semen is $140 plus GST.
4.2 The Semen Transportation And Handling Fee shall be paid by the Owner/Lessee within five (5) working days of this contract being signed by both parties.
4.3 The Semen Transportation And Handling Fee shall be due and payable for each and every Service whether or not a live foal results from the Service.

5. INTEREST

5.1 Interest shall be charged at 18% per annum (calculated daily) and charged to the Owner/Lessee at the end of each month or part thereof on all amounts outstanding under this contract (“default interest”).

6. OTHER EXPENSES

6.1 All other costs relating to the transportation of the Stallion’s semen and insemination of the Mare are the responsibility of the Owner/Lessee.

7. INSEMINATION OF MARE

7.1 The Owner/Lessee shall be responsible for organising the insemination of the Mare.
7.2 Only the Mare noted in this contract shall be inseminated with the Stallion’s semen.
7.3 The Supplier reserves the right to approve or disapprove the Mare for breeding prior to providing the Service.
7.4 The Supplier reserves the right to approve and/or disapprove the Owner/Lessee’s veterinarian (“vet”) prior to providing the Service.
7.5 The Owner/Lessee shall procure that the vet perform an ultrasound on the Mare on the 14th day, 28th day, and 42nd day following the date of insemination of the Mare and shall provide the results from such ultrasounds, signed by the vet, to the Supplier following such ultrasounds.

8. SECURITY FOR PAYMENT

8.1 The Supplier shall not provide certification of the live foal to the Owner/Lessee and/or relevant authorities until the Supplier receives payment of the Service Fee, any default interest, and all other monies owed to the Supplier by the Owner/Lessee (such amounts to be collectively called “all outstanding amounts”).
8.2 As security for payment of all outstanding, the Owner/Lessee hereby charges in favour of the Supplier its right, title and interest (“security interest”) in the live foal.
8.3 The Supplier may register the security interest on the Personal Property Securities Register of the country in which the live foal is born until the Owner/Lessee makes full payment of all outstanding amounts.
8.4 The Owner/Lessee grants to the Supplier an irrevocable licence to enter the Owner/Lessee’s premises and take possession of and remove the live foal from the Owner/Lessee’s premises. The Owner/Lessee consents to such actions and agrees that the Supplier will not be liable for any loss suffered by the Owner/Lessee as a result of such action.
8.5 The Owner/Lessee irrevocably appoints the Supplier as their attorney for the purposes of doing all things necessary to sell

the live foal and/or secure payment of all outstanding amounts, if payment of all outstanding amounts are not paid in accordance with this contract. The Owner/Lessee ratifies and confirms to any person anything the Supplier does in relation to the live foal in the exercise of this power of attorney.

9. RISK

9.1 The Supplier does not have insurance covering loss of, or damage to, the Stallion's semen.
9.2 If the Owner/Lessee has arranged for the transportation of the Stallion's semen, the risk of loss of, or damage to, the Stallion's semen passes to the Owner/Lessee at the moment the Stallion's semen is in the possession of the Owner/Lessee's agent.
9.3 In the event of loss of or damage to the Stallion's semen in the control of the Owner/Lessee and/or their agent, HDT reserves the right in regard to supplying further semen in relation to nominated mares.
9.4 The Supplier does not have insurance covering loss of, or injury to, the Mare in any circumstances.
9.5 The Supplier assumes no responsibility for loss and/or injury to the Mare. The Owner/Lessee assumes all responsibility for the condition of the Mare and shall bear all risk of loss and/or injury to the Mare whether by death, disease, injury, infection, or otherwise, and the Owner/Lessee further agrees to indemnify and save harmless the Supplier, its officers, employees and the owner of the Stallion for any and all damages and liability.
9.6 The liability of the Supplier to the Owner/Lessee, whether under this contract or in tort, is limited to an amount not exceeding the Service Fee.
9.7 The Supplier shall be excused from performing this contract and providing the Service if the Supplier is unable to source or come into possession of the Stallion's Semen for any reason including without limitation as a result of:

a) a force majeure event including without limitation acts of God, natural disasters, national or State states of emergency or states of disaster, war, government action or decree, acts of terrorism, weather or industrial dispute.
b) circumstances arising or occasioned by the COVID-19 pandemic.
c) the Stallion or its semen not being available to the Supplier including in the case of a Stallion located outside Australia; or
d) the Stallion is unable to provide the semen the subject of this contract as a result of injury, illness, infertility or other cause.

9.8 Upon the occurrence of an event described in the preceding clause the Supplier may terminate this contract without liability by notice in writing to the Owner/Lessee and in which case any part of the Service Fee already paid by the Owner/Lessee shall be refunded by the Supplier.

10. NO ASSIGNMENT

10.1 This contract cannot be assigned or transferred, and in the event the Mare is sold or consigned for sale, the Service Fee shall become due and payable by the original owner or where otherwise agreed in writing by HDT..

11. WHOLE AGREEMENT

11.1 The Contract for Stallion Service and these terms and conditions shall constitute the entire agreement of the parties.
11.2 The Owner/Lessee hereby acknowledges that it is their responsibility to understand these terms and conditions of service.

12. GOVERNING LAW

12.1 This contract shall be governed and construed in accordance with the laws of the State of Victoria and the parties hereto expressly submit to the non exclusive jurisdiction of the courts of State of Victoria.

13. DISPUTE RESOLUTION

13.1 If a dispute arises between the parties then a party may but is not obliged, to refer the dispute to the Australian Disputes Centre for mediation.

14. GOODS AND SERVICES TAX

14.1 The Service Fee is inclusive of GST. The Supplier shall provide the Owner/Lessee with a valid tax invoice in respect of the GST forming part of the Service Fee.