

# SERVICE CONTRACT



WHITE ROBE LODGE

DATE: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

**MARE DETAILS:** Name of Mare: \_\_\_\_\_ Suffix: ( \_\_\_\_\_ )

Year of Birth: \_\_\_\_\_ Colour: \_\_\_\_\_ **Brands:** Near Shoulder: \_\_\_\_\_ Off Shoulder: \_\_\_\_\_

Sire of Mare: \_\_\_\_\_ Dam of Mare: \_\_\_\_\_

Last Season Served by: \_\_\_\_\_ Result: \_\_\_\_\_

Current Season Served by: \_\_\_\_\_ Last Service Date: \_\_\_\_\_

Maiden Mare Yes / No In foal: Yes  No

Mare Insured Yes / No If yes with whom: \_\_\_\_\_

**Please advise mares vaccination status e.g Herpes /Strangles** Vaccine Used (PE or PK): \_\_\_\_\_ Date Vaccinated: \_\_\_\_\_

Last Wormed: \_\_\_\_\_

If Mare slipped, give reason (if known): \_\_\_\_\_

Please specify any vet treatments or unusual characteristics of the Mare that you consider should be brought to the Stud's attention that may assist with getting your Mare in foal. Any race performance and relationship to other bloodstock would also be helpful:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SERVICE BY STALLION: ANCIENT SPIRIT**

Stud Fee:	\$7,000.00 _____	plus GST
Foaling Fee:	\$650.00 _____	plus GST per Mare
Summer Agistment:	\$12.00 _____	plus GST per day dry mare, \$14.00 plus GST per day wet mare
If Supplementary Feed Required: Paddock	\$18.00 plus GST per day	Mare & Foal Boxed: \$24.00 per day plus GST
Winter Agistment:	\$18.00 _____	plus GST per day

I accept the Services as outlined above and certify that the above information is true and correct. I authorise the use of my personal information as detailed in the Privacy Act clause. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of B J & L E Anderton T/A White Robe Lodge which form part of, and are intended to be read in conjunction with this Service Contract and agree to be bound by these conditions. *I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Owner I shall be personally liable for the performance of the Owner's obligations under this contract.*

**SIGNED (THE STUD):** \_\_\_\_\_ **SIGNED (OWNER):** \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ **WITNESS TO OWNERS SIGNATURE:** \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

## B J & L E Anderton T/A White Robe Lodge - Terms & Conditions of Service

### 1. Definitions

- 1.1 "The Stud" shall mean B J & L E Anderton T/A White Robe Lodge and its successors and assigns.
- 1.2 "Mare" shall mean the Mare described on the Service Contract.
- 1.3 "Owner" shall mean the owner of any Mare or any person acting on behalf of and with the authority of the Owner.
- 1.4 "Services" shall mean all services supplied by the Stud to the Owner and includes any advice or recommendations and are as described on the invoice, quotation, or any other forms as provided by the Stud to the Owner.
- 1.5 "Fee" shall mean the cost of the Services as agreed between the Stud and the Owner subject to clause 3 of this contract. The Fee shall include, but not be limited to stud fees, foaling fees and agistment fees.

### 2. Acceptance

- 2.1 Any instructions received by the Stud from the Owner for the supply of Services by the Stud shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Owner has entered into this agreement, the Owners shall be jointly and severally liable for all payments of the Fee.
- 2.3 Upon acceptance of these terms and conditions by the Owner the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Stud.

### 3. Fee And Payment

- 3.1 At the Stud's sole discretion the Fee shall be either;
- (a) as indicated on invoices provided by the Stud to the Owner in respect of Services supplied; or
- (b) the Stud's quoted Fee (subject to clause 4.2) which shall be binding upon the Stud provided that the Owner shall accept in writing the Stud's quotation within thirty (30) days.
- 3.2 Any boxing or supplemental feeding of the Mare will incur an extra charge.
- 3.3 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Services. The stud Fee becomes payable on a positive 42 day pregnancy test carried out by a qualified veterinary.
- 3.4 At the Stud's sole discretion, payment for approved Owner's shall be due on twenty (20) days following the end of the month in which a statement is posted to the Owner's address or address for notices.
- 3.5 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Owner and the Stud.
- 3.6 The Fee shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Stud.
- 3.7 Veterinary Fees. The Owner is responsible for and will pay all veterinary fees and charges on the mare and foal. The mare and/or progeny shall be under the care of the Stud while at the Stud and they may prescribe treatments at their absolute discretion.

### 4. Return Service

- 4.1 In the event of no live foal resulting (being insurable at 24 hours) then the Stud shall allow a return service of the Mare at a time to be agreed between the Stud and the Owner at no additional service fee cost. A veterinary certificate will be requested.
- 4.2 The right to receive a return service shall be lost if the Owner sells the Mare.
- 4.3 The right to receive a return service for an alternative Mare will still be available should no live foal eventuate as a result of the death of the original Mare being serviced.
- 4.4 If the mare foals, the mare is foaled under experienced and recognised thoroughbred stud procedures and WRL is immediately notified of any foal that is not healthy, and the foal is given all veterinary treatment to maintain/correct the health of the foal.

### 5. Delivery Of Mare to the Stud

- 5.1 Delivery of the Mare shall be made to the Stud's address. The Mare's document of description is required to accompany the Mare to the Stud.
- 5.2 The failure of the Stud to deliver the Services shall not entitle either party to treat this contract as repudiated.
- 5.3 The Stud shall not be liable for any loss or damage whatever due to failure by the Stud to deliver the Services (or any of them) promptly or at all.

### 6. 42 Day Certificate

- 6.1 Should the Mare leave the Stud before the expiry of the 42 day period the Owner agrees that it is their responsibility to see that the 42 day certificate reaches the Stud within 10 days of the end of the 42 day period. The Owner agrees that should they fail to supply the certificate as above then the full Fee will be due and payable within fourteen (14) days of receipt of the invoice.

### 7. Risk and Insurance

- 7.1 The Stud will provide all care, good husbandry and attention to the Owner's Mare and/or progeny, but shall not be liable for any loss, damage or claims of whatsoever nature or however arising from injury, sickness, disease or death caused to or sustained by the Mare and/or progeny whilst under the Stud's care or the control of its servants or agents.
- 7.2 The Stud will not undertake responsibility for insuring Owner's Mare and foal. This is entirely the Owner's responsibility.

### 8. Default & Consequences Of Default

- 8.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month.
- 8.2 In the event that the Owner's payment is dishonoured for any reason the Owner shall be liable for any dishonour fees incurred by The Stud.
- 8.3 If the Owner defaults in payment of any invoice when due, the Owner shall indemnify the Stud from and against all of the Stud's costs and disbursements including on a solicitor and own client basis and in addition all of the Stud's nominees costs of collection.
- 8.4 Without prejudice to any other remedies the Stud may have, if at any time the Owner is in breach of any obligation (including those relating to payment), the Stud may suspend or terminate the supply of Services to the Owner and any of its other obligations under the terms and conditions. The Stud will not be liable to the Owner for any loss or damage the Owner suffers because the Stud exercised its rights under this clause.
- 8.5 If any account remains unpaid at the end of the second month after the issue of a tax invoice the following shall apply: An immediate amount of the greater of \$20.00 or 10% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 8.1 hereof.
- 8.6 In the event that:
- (a) any money payable to the Stud becomes overdue, or in the opinion of the Stud the Owner will be unable to meet its payments as they fall due, or;
- (b) the Owner becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or;
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Owner or any asset of the Owner,
- then without prejudice to the Stud's other remedies at law:

- (i) the Stud shall be entitled to cancel all or any part of Service that remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to the Stud shall, whether or not due for payment, immediately become due and payable.

### 9. Personal Property Securities Act 1999

- 9.1 Upon assenting to these terms and conditions in writing the Owner acknowledges and agrees that:

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) in order to secure all Fees and other monetary obligations payable under these terms and conditions a security interest is taken by the Owner in all Mares in respect of which Services are supplied by the Stud and/or their progeny.

- 9.2 The Owner undertakes to:

- (a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Stud may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, the Stud for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any charge;
- (c) not register a financing change statement or a change demand without the prior written consent of the Stud;
- (d) give the Stud not less than fourteen (14) days prior written notice of any proposed change in the Owner's name and/or any other change in the Owner's details (including but not limited to, changes in the Owner's address, facsimile number, or business practice); and

- 9.3 The Stud and the Owner agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.

- 9.4 The Owner waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

- 9.5 Unless otherwise agreed to in writing by the Stud, the Owner waives its right to receive a verification statement in accordance with section 148 of the PPSA.

### 10. Stud's Rights to Dispose Of Mare if Unpaid

- 10.1 In the event that:

- (a) the Stud retains possession or control of the Mare; and
- (b) payment of the Fee is due to the Stud; and
- (c) the Stud has made demand in writing of the Owner for payment of the Fee in terms of this contract; and
- (d) the Stud has not received the Fee,
- then, the Stud may dispose of the Mare and may retain all or part of the proceeds of the disposal in payment of the Fee and may claim from the Owner the loss to the Stud on such disposal.

### 11. Owner's Disclaimer

- 11.1 The Owner hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Stud and the Owner acknowledges that he buys the Services relying solely upon his own skill and judgement.

### 12. Cancellation

- 12.1 The Stud may cancel these terms and conditions or cancel delivery of the Services at any time before the Services are delivered by giving written notice. On giving such notice the Stud shall promptly repay to the Owner any sums paid in respect of the Fee. The Stud shall not be liable for any loss or damage whatsoever arising from such cancellation.

### 13. Privacy Act 1993

- 13.1 The Owner authorises the Stud to:
- (a) collect, retain and use any information about the Owner, for the purpose of assessing the Owner's creditworthiness or marketing products and services to the Owner; and
- (b) to disclose information about the Owner, whether collected by the Stud from the Owner directly or obtained by the Stud from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Owner.
- 13.2 Where the Owner is an individual the authorities under (clause 15.1) are authorities or consents for the purposes of the Privacy Act 1993.
- 13.3 The Owner shall have the right to request the Stud for a copy of the information about the Owner retained by the Stud and the right to request the Stud to correct any incorrect information about the Owner held by the Stud.

### 14. Consumer Guarantees Act 1993

- 14.1 This agreement is subject, in all cases except where the Owner is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.

### 15. General

- 15.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 15.3 The Stud shall be under no liability whatever to the Owner for any indirect loss and/or expense (including loss of profit) suffered by the Owner arising out of a breach by the Stud of these terms and conditions.
- 15.4 In the event of any breach of this contract by the Stud the remedies of the Owner shall be limited to damages. Under no circumstances shall the liability of the Stud exceed the Fee for the Services.
- 15.5 The Owner shall not be entitled to set off against or deduct from the Fee any sums owed or claimed to be owed to the Owner by the Stud.
- 15.6 The Stud may license or sub-contract all or any part of its rights and obligations without the Owner's consent.
- 15.7 The Stud reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Stud notifies the Owner of such change.
- 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 15.9 The failure by the Stud to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Stud's right to subsequently enforce that provision.