



# WOODLANDS STUD

## Stallion Service Agreement 2023/24 - Australian Based Mares

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Breeder						
Name of Breeder						
Address						
Home				Mobile		
Email						
Mare	Brand	Stallion	Advertised Service Fee GST included	HRA Stallion Levy	Infoal or Empty? (IF/E)	Free Return (Y/N) Also see below
Semen Base						
Farm/Semen Base				Location		
Free Return						
Free Return Applies: Y / N				Reason: Slipped / Died / Other (please state)		
Stallion: (circle) BD AI SL DBSS WTH LU SS				Mare: (if different to above)		
Payment, Discount & Comments						
Payment Term: (circle) Pay on 42 Day Positive				Other:		
Discount Applies: Y / N				Discount Amount:		
Any further comments/notes:						

Discounts only available for mares registered under common ownership. A maximum of 10% applies to Bettor's Delight.

A maximum discount of 20% applies to What The Hill. Lather Up is a season long service fee of \$4950 GST INC, so no discount applies.

Woodlands Stud has the discretion to apply additional discounts.

**Discounts only apply when accounts are paid within 42 days of a positive test.**

In signing this contract the Breeder certifies that they are the owner of the mare or have the authority to enter into this contract on the behalf of the owner and accept the terms and conditions taking full responsibility for all fees and charges incurred. The Breeder and Stud agree to the terms and conditions of this contract overleaf.

Signed by Breeder \_\_\_\_\_

Date \_\_\_\_\_

Signed by Woodlands Stud \_\_\_\_\_

Date \_\_\_\_\_

A booking is only valid when the Stallion Service Agreement is signed by Woodlands Stud or their agent.

The Stallion Service Agreement must be returned to the Stud or its Agent within three weeks to ensure the booking is held.



## Australian Terms and Conditions of Service

Woodlands Stud (NZ) Ltd PO Box 337, Rosanna, Victoria, 3084

### 1. The Stud

- a) Woodlands Stud (**the Stud**) has the right to refuse service to any mare at any time at their sole discretion.
- b) The broodmare owner(s) or authorised person signing this contract (**The Breeder**) hereby acknowledges that it is their responsibility to understand and agree to the terms and conditions of this contract - and the onus is on **the Breeder** to be familiar with **the Stud's** charges and terms and conditions of service. **The Breeder** agrees that mares bred under this agreement shall be healthy and in sound breeding condition. No variation or addition to these terms shall be recognised by **the Stud** unless it has been formally agreed by both parties in writing.
- c) **The Stud** does not make any representations regarding a stallions fertility, including but not limited to its ability to breed or its ability to cause a mare to become pregnant.

### 2. Service Fees

- a) The service fee relates to the provision of semen only. All other costs incurred at the property where the mare is served are the responsibility of **the Breeder** and will be invoiced by the farm concerned or veterinarian. This includes farm working fees, agistment costs, commissions and veterinary fees.
- b) American Ideal, Bettor's Delight, Downbytheseaside, Lather Up or Sweet Lou incur an additional HRA 8% levy/tax of the full non-discounted listed service fee. **The Stud** will invoice **the Breeder** for the HRA 8% levy/tax at the same time as the service fee with the combined amount due subject to our trading terms in 3. below. All return services incur the HRA levy/tax at the rate applicable to the year (and manner) in which that return service is used.
- c) Any promotional/donated services to Australian Kindred Bodies, Associations or Clubs will incur the HRA 8% levy/tax based on the full non-discounted listed service fee. This is to be paid by the Australian Kindred Bodies, Associations or Club to **the Stud** subject to our trading terms in 3. below.
- d) Multiple mare service fee discounts apply to paying service fees only and not agistment, veterinary, working fees etc.
- e) Return services, free services or service credits won (whether full or partial) do not count towards a discount on another mare booked.
- f) Multiple mare service fee discounts where provided are applicable only if the required number of mares have a final positive test and all service fees are paid in full within our trading terms.
- g) Any discount offered will be forfeited if payment is not made within our trading terms and the full service fee will be charged.
- h) This agreement shall not be assigned in the event of the mare being sold or consigned for sale and the service fee shall immediately become due and payable.
- i) **The Breeder** shall not be entitled to register the foal with the Australian Harness Racing Council until payment of all money owed in this contract.

### 3. Payment

- a) Payment of all invoices from **the Stud** must be made within 30 days of receipt.
- b) An overdue account service charge of \$20.00 per month plus 1% interest per month will apply on all accounts outside these trading terms.
- c) Any error in, or dispute with, the contents of an invoice/statement shall be notified by email by **the Breeder** to **the Stud** within 21 days of the date of invoice. Amounts remaining unpaid after the end of the month following the date of invoice will incur interest at the rate of 2% per month, which sum or sums shall be payable by **the Breeder** in addition to all costs of recovery incurred.
- d) In the event the mare has left the semen base and is due to be pregnancy tested she will be treated as in foal from the date of last service and the service fee charged as per a positive test unless a negative pregnancy veterinary certificate is supplied. **The Breeder** agrees to notify the Stud of pregnancy results commencing 18-20 days after the date of service and at 42 day final test. **The Breeder** will be invoiced after 42 days if not otherwise notified of a result.
- e) **The Stud**, their agent, or any other service provider shall be entitled to a lien over the mare and or progeny in respect to any fees outstanding and shall have the power to sell the mare or progeny to recover an outstanding account.
- f) **The Stud** reserves the right to forward any outstanding accounts to the appropriate Harness Racing Authority in the event accounts are not paid.

### 4. Live Foal Guarantee

- a) Live foal guarantee provisions below apply only to **the Breeder** listed on the service contract and are non-transferable.
- b) A return service will be provided only if all fees were paid within 30 days of the invoice date.
- c) A return service will be provided if the mare proves not to be in foal or slips a foal or has a dead foal or the foal dies within 7 days of foaling provided that **the Stud** or their Australian agents are notified by phone, time being of the essence at the time of death, and confirmed in writing within 14 days of the foals death and such notification is accompanied by a veterinary certificate.
- d) A return service must be used in the next year immediately following the year of service. Alternatively **the Stud** has the sole right to refund to **the Breeder** the original service fee paid less any expenses including semen transport. Provision of the return service is deemed to be complete once the mare has a 42 day positive test unless otherwise agreed by **the Stud**
- e) In the event the stallion is unavailable the original service fee may be credited towards another Woodlands stallion or refunded by the registered stallion owner or lessee of the stallion, less all expenses and fees incurred by **the Stud**.
- f) A return service will not apply if **the Breeder** is negligent in the management or provisions of such management for the mare