





## Terms and Conditions of Service

### 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 Breeder** (**the Breeder** is the owner of the mare or the authorized person signing this contract) 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. 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 Breeder** agrees that the mare(s) shall be healthy, sound breeding condition, and has provided any previous history which may be relevant to breeding the mare.
- d) **The Stud** does not make any representations regarding a stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become pregnant.

### 2. Service Fees

- a) 2023-24 New Zealand Advertised Service Fees (exclusive of GST): Bettor's Delight \$25,000, American Ideal \$11,250, Sweet Lou \$7,500, Downbytheseaside \$10,000, Lather Up \$4,500, What The Hill \$7,000 and Speeding Spur \$1,000
- b) Multiple mare service fee discounts only apply to paying service fees. Discounts do not apply to agistment, veterinary fees, working fees, return services and free services or service credits won (whether full or partial) do not count towards a discount on another mare booked.
- c) 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. The full price of service fees without discounts is to be paid on all but the last fee due. The total discount is then applied to the last service fee due providing all the terms have been adhered to. **The Stud** reserve the right to adjust discount structures in the instance that less mares are bred by **the Breeder** than were agreed upon on the original contract.
- d) Any discount offered will be forfeited if payment is not made within our trading terms and the full advertised service fee will be charged.
- e) On stallions whose service fee does not include a Stud commission, then **the Breeder** shall be liable for payment of a service fee commission directly to the farm where the mare is resident.
- f) 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.
- g) **The Breeder** shall not be entitled to register the foal with the Harness Racing Authority until payment of all money owed in this contract.
- h) Any Loyalty credits received by **the Breeder** from **the Stud** are only able to be used in the current 2023/24 season and are not transferable.

### 3. Payment

- a) Payment for all the charges including all service fees, veterinary fees, working fees, foaling fees, and agistment must be paid within 30 days of receipt of invoice.
- b) An overdue account service charge of \$20.00 per month plus 1% interest 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 in writing 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 1% 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 farm 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. For mares served off farm via semen transport, **the Breeder** agrees to notify **the Stud** of pregnancy results 18-20 days after the date of service. **The Breeder** will be invoiced on 42 days if not otherwise notified of a result.
- e) **The Stud** 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 Harness Racing New Zealand in the event accounts are not paid.

### 4. Live Foal Guarantee

- a) A return service shall be offered to **the Breeder** in this contract only under the live foal provisions. Any additional costs including semen transport for this return service shall be borne by **the Breeder**
- b) Instead of (4.a) **the Stud** has the sole right to refund the original service fee paid less any expenses including semen transport to **the Breeder**.
- c) A return of service may be provided as credit towards another stallion from **the Stud** with a cash adjustment if applicable.
- d) A return service will be provided only:
  1. If the service fee and all other charges related to the breeding of the mare by **the Breeder**, including veterinary fee, working fees, foaling fees and agistment were paid within 30 days of the invoice date.
  2. 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** is 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.
  3. A Return Service from the Live foal guarantee provisions is valid for one season only and must be used the year of the loss in the country where the mare was bred. Any variation must be agreed by **the Stud** in writing. Provision of the return service is deemed to be complete once the mare has a positive test.
- 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 during her term of pregnancy and at the time of foaling may have contributed to the loss of the foal.
- g) In the case of a mare not getting foal for any Breeder who uses our Early Bird Special the service fee paid shall be refunded by the end of March 2023.

### 5. General Conditions for Woodlands Stud Farm based mares

- a) **The Breeder** shall give **the Stud** at least 48 hours notice during the week and prior to a weekend prior to the collection of mares by transporter or by **the Breeder**.
- b) The mare and progeny shall be deemed to have been delivered to **the Breeder** upon having been loaded onto a transporter.
- c) **The Breeder** grants to **the Stud** and its agents the right to care for and treat the mare and/or foal at their absolute discretion in accordance with **the Stud's** practice of animal husbandry. **The Breeder** accepts all responsibility for all charges including but not limited to agistment, additional feed, working fee, veterinary, and farrier fees so incurred. **The Stud** shall provide all care and attention but shall not be held liable for any loss, damage or claims of injury, sickness, disease or death caused to or sustained by the mare, foetus or foal whilst under **the Stud's** care or control of its servants or agents.
- d) Fees are charged by **the Stud** where the mare is resident to cover the running costs. For mares based at **the Stud** there is no working fee charged for mares going to fresh semen from Woodlands stallions.e) The breeding related fixed veterinary fee is limited to all inseminations, scans and pregnancy tests but no drugs. The breeding related fixed veterinary fee ceases at the end of the breeding season and/or once the mare leaves Woodlands Stud. Breeding related fixed Vet Fee for Fresh semen (per season) \$ 550.00 Breeding related fixed Vet Fee for Frozen semen (per cycle) \$450.00.
- f) All other veterinary fees and medications are additional to (a); i.e. injury, illness, treatments, bot and worming, vaccination, complications of foaling, retained cleanings, uterine treatments, drugs including disposables, antibiotics, Oxytocin, Prostaglandin, Altrenogest, HCG, BioRelease Deslorelin, and all treatments and medications related to the foal.
- g) Embryo transfers must be notified and have additional veterinary charges to (a) and (b).
- h) Vet fees (e), (f) and (g) are billed directly by the veterinary practice. These charges are additional to (f) working fees.
- e) On arrival at **the Stud** the mare will be wormed. Dry mares are vaccinated for tetanus and strangles. Wet mares are vaccinated prior to foaling for salmonella, tetanus and strangles.
- f) **The Stud** charges: Daily Agistment: Dry mares \$7.50, Wet Mares \$9.50, An extra \$5.00 for hay or \$12.00 for hard fed per day, Mare winter grazing \$15.00 (includes hay) from 1st April to 31st August. Weanlings \$20.00, Yearlings \$24.00, 2YO and older \$24.00. Foal watch fee: \$500.00, Farrier \$60.00, A non-refundable working fee for non-Woodlands Stud sires of \$400 billed on arrival and vet charges in 5.(a)(b) additional. Frozen Semen Stud working fee \$400.00 per cycle with vet charges in 5.(a)(b) additional. A commission fee applies to some services upon a 42 day test.
- g) Add GST to all charges above.