



Dear Sir/Madam,

RE: 2024 Mare Reproductive Contract

Mare Reproductive Contracts are a straight-forward way for Avenel Equine Hospital clients to pay a one-off fee for routine reproductive work during the breeding season. The contract is effective from 1st August to 31st December, or until your mare is 45 days pregnant in the 2024 stud season.

Mare Contracts are not mandatory however, should you wish to put your mare(s) on contract please be aware of the following conditions:

- 1. Mares starting reproductive veterinary work in August and September, must be on the contract before 7th October 2024. After this date a late fee of \$50 (per month that the work was accrued), will be applied to the account, in the event that the contract is approved.**
- 2. Mares starting reproductive work after 4th October are eligible for a reproductive contract for 45 days from the 1st of the month that the work commenced.**
- 3. Payment for mare contracts is required upfront. The contract will not be executed until the contract fee is paid in full.**
- 4. The contract fee is non-refundable, even if the mare obtains a positive pregnancy scan in the first cycle or on the first cover.**

Please note that not all charges relating to a mare are covered under the terms of the Reproductive Mare Contract. Please take the time to read the inclusions and exclusions which are listed in the contract paperwork. A printable brochure providing further details regarding our reproduction services is also available.

Should you wish to place your mare on contract please complete the attached 2024 Mare Reproductive Contract, the Schedule of Mares and the Payment form and return to: PO Box 280, Scone NSW 2337 or email to richelle.betteridge@sconeequine.com.au.

Contracts that are not signed or do not have payment will not be processed.

If you require any further information, please do not hesitate to contact our office on (02) 6545 1333.

Regards

AVENEL EQUINE HOSPITAL

Scott Shann

Chief Financial Officer



MARE REPRODUCTIVE CONTRACT ("CONTRACT") 2024

BETWEEN AVENEL EQUINE HOSPITAL PTY LTD ("AEH") of 34 Fergusson Lane, AVENEL VIC 2477

AND of ('the Mare Owner')

The Mare Owner: Every owner, lessee, syndicate, corporation, trust, other person or manager of any of them and where there is more than one person these terms and conditions will bind all such owners jointly and each of them severally.
In the event that this agreement is executed by an agent or Manager on behalf of the Mare Owner, or a representative or principle on behalf of the Owner if the Owner is an organisation, the undersigned agent, representative or principle hereby unconditionally guarantees the full and prompt payment of the Fees as well as the full and prompt performance by the Owner of any and all other obligations hereunder. The undersigned agent warrants its authority and full disclosure to the Mare Owner (and each of them) of the terms of this contract. The foregoing guarantee and warranty shall remain in effect regardless whether the agent, representative, or principal retains his or her status as such following the execution of this agreement.

MARE AND OWNER - ADDITIONAL DETAILS: Stud upon which Mare agisted/resident: ("Farm")

Mare Name: ("The Mare") Billing Details:

WHEREAS AEH has agreed to supply veterinary services to the Mare owned by the Mare Owner **upon the following terms and conditions:**

1. TERM and CHARGES

- 1.1 The contract will be valid from the 1st August 2024 until 31st December 2024 or until the mare is 45 days pregnant ("the Term") in the 2024 stud season.
- 1.2 Mares starting reproductive veterinary work in August and September must have had a properly executed contract and received by AEH and the fee paid by 7th October 2024.
- 1.3 If clause 1.2 is not complied with AEH reserves the right and the Mare Owner consents to AEH applying an administration fee of \$50.00 for each month that reproductive work has been provided.
- 1.4 Once this Contract is executed by the Mare Owner it is binding and the full fee for services as set out in clause 1.6 is payable (even if the Mare achieves a positive pregnancy on the first cycle or first cover).
- 1.5 The Mare Owners agree to pay all other accounts for all other services undertaken by AEH (including any excluded veterinary work) within 30 days after end of month invoicing.
- 1.6 The fee for the services for the Term of this Mare Reproductive Contract shall be **\$1325** including GST.
- 1.7 The Mare Owner acknowledges that the attached AEH Terms and Conditions govern this Contract and the provision of other Services.

2. SERVICES TO BE SUPPLIED BY AEH

- 2.1 In consideration for the payment in clause 1 AEH shall during the Term undertake the reproductive veterinary work referred to in the attached Schedule.
- 2.2 The Mare Owner irrevocably appoints and authorises the manager of the Farm where the Mare is resident or agisted to direct and authorise AEH to undertake without limitation any and all veterinary treatment in respect to the Mare and its progeny. If this veterinary treatment falls outside the scope of this Mare Reproductive Contract, but in the opinion of the Farm manager is necessary, AEH will carry out this veterinary treatment at the owner's expense. The owner acknowledges it will be liable for these additional veterinary costs.

3. MARE OWNER ACKNOWLEDGEMENTS

The Mare Owner acknowledges that:-

- 3.1 Follicle and pregnancy testing involves per-rectal examinations of mares
These procedures are important in the reproductive management of mares but they carry a small risk of inadvertent serious injury including death to the mare.
- 3.2 Approximately 10% of pregnancies result in twins and that these are routinely managed by early identification and reduction to a single pregnancy. This procedure is usually successful but occasionally can result in the loss of both embryos.
- 3.3 AEH is hereby and specifically authorised and instructed by the Mare Owner to undertake reduction to a single pregnancy.
- 3.4 The Mare Owner accepts the risks in the procedures and the work the subject of this agreement and will abide by clause 11 of the SEG Terms and Conditions.

4. THE MARE OWNER

- 4.1 The Mare Owner hereby warrants, covenants and agrees with AEH: -
 - 5 That the Mare Owner is the registered Stud Book Owner of the Mare with full power and authority to enter into each of the provisions of this agreement.
 - 6 The Mare Owner has disclosed all relevant veterinary and breeding history of the Mare, that such information is true and correct, and that all relevant matters have been disclosed to AEH which are relevant to the reproductive and treatment history of the Mare.
- 6.1 The Mare Owner shall be solely responsible for all insurance arrangements for the Mare or its progeny.
- 6.2 The Mare Owner confirms that attendance upon delivery of the Mare by AEH it is free from disease or infection and is in healthy breeding condition and that all vaccinations are up to date.

Dated this **day of** **2024**

Signed by and on behalf of the
Mare Owner in the presence of:

Signed by and on behalf of
AVENEL EQUINE HOSPITAL by its
authorised representative:

Signature of Witness

Name of Witness

Print Name of AEH authorised
representative



CONTRACT SCHEDULE

Included Reproductive Veterinary Work

- Routine reproduction consultations/ palpations
- Routine post foaling flushes
- Routine supplies for examinations (gloves/cotton wool/lubricant)
- Rectal and vaginal examinations
- Reproduction ultrasound examinations
- Caslick operations and repairs
- Intrauterine infusion / irrigation / flush (Neomypen / Penicillin/Gentamycin/Ceftiofur)
- PG/Oxytocin
- Chorulon
- Collection and Laboratory processing of all reproductive swabs
- Emailing of reproductive swab results
- Pregnancy Certificates
- Deslorelin Injection
- Travelling

Excluded Veterinary Work

- Laboratory services (excluding reproductive swabs)
- Ovuplant
- Regumate/Altrenogest/Cue Mare
- Fertagyl
- Receptal
- Settle
- Prednisolone/Dexamethasone
- Other antibiotics apart from Neomycin/Procaine Penicillin/Gentamicin/Ceftiofur
- Acetylcysteine
- Vaccinations and drenching
- Delivery of foals
- Removal of retained placenta
- Illnesses or injuries which require medical or surgical treatment
- Radiology
- Igg tests or kits
- Taking of blood
- Sedation

Please return this agreement to: **Richelle Betteridge at SCONE EQUINE HOSPITAL**
106 Liverpool Street, SCONE NSW 2337
PH: 02 6545 1333 E: richelle.betteridge@sconeequine.com.au



Schedule – Multiple Mares on Contract

	Name of Mare on Contract	Stud Agisted/Resident At
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

I confirm I have read and understood the attached Terms & Conditions.

Name _____

Signature _____ **Date** _____



2024 - Breeding Contract Payment Form

Customer Name: _____

Account Ref: _____

Total number of mare contracts _____

Amount Due (Inc. GST) \$ _____

Payment Method:

☐ Cheque (Please make cheques payable to Avenel Equine Hospital)

☐ Direct Credit BSB: 063 545 A/C: 10361330

☐ Thoroughbred Payments

☐ Credit Card

Type of Card: ☐ Visa
☐ MasterCard
☐ AMEX

Card Number: _____

Expiry Date: ____/____/____

CCV: ____

Cardholders Name: (please print) _____

Signature: _____



Avenel Equine Hospital ("AEH") Terms & Conditions

All treatment conducted by Avenel Equine Hospital ("AEH") shall be subject to the following Terms and Conditions which bind every Owner of an animal jointly and severally. The Owner providing instructions and obtaining treatment warrants they have the full power and authority to accept these Terms and Conditions.

1. Appointment of Agent

If applicable, the Owner acknowledges that they have appointed a thoroughbred racehorse trainer registered with Racing New South Wales or an agistment Farm as their agent. The Owner further acknowledges that any thoroughbred racehorse trainer or agistment Farm who has custody and control any of the Owner's horses has the power and authority to obtain all veterinary treatment for that horse or horses on the Clients behalf and that the Owner will be responsible for prompt payment of all accounts rendered by AEH to the Owner in respect to that veterinary treatment.

2. Provision of Credit

In the event that the Owner does not complete a formal application for credit, or payment at the time of service provision is not effected SEG provides credit on these terms and conditions only.

3. Monthly Invoice/Statements

AEH will provide a detailed invoice/statement for the provision of service/s and the supply of goods as near as possible to month end or in some cases at the time of discharge.

4. GST

All services are charged inclusive of GST.

5. Payment Terms

5.1 Standard trading terms are strictly 30 days net from the end of month invoice/statement date.

5.2 Interest of 1.25% per month will accrue from the expiry of that period, calculated daily and applied to all late payments. Interest will accrue from day to day and will be payable on demand. The payment of interest by the Owner in respect of any late payment under this clause 5 is in addition to any other remedies that AEH may have in respect of such late payment.

6. Security Interest – Personal Property Securities Act 2009

6.1 This Agreement constitutes a Security Agreement for the purposes of the Act and where the context requires the words used in this Agreement should be given the same meaning as in the Act.

6.2 As security for any outstanding fees or other monetary obligations incurred in servicing, feeding or developing the Horse, the Owner: (a) grants to AEH a Security Interest, being a Charge over the Horse and any proceeds realised from either the sale thereof or any insurance policy relating thereto,

(b) consents to the registration of the Security Interest created by this Agreement on the Personal Properties Security Register ("PPSR"),

(c) consents to AEH registering a financing statement and/or financing change statement with the PPSR.

6.3 The Owner acknowledges that the Progeny is deemed to have come into existence, for the purposes of the Act, from the time of the 45-day positive pregnancy test.

6.4 The Owner undertakes to: (a) promptly sign any further documents and/or provide any further information requested by AEH to complete and register any financing statement or any financing change statement with the PPSR; and

(b) indemnify, and upon demand reimburse, AEH for all expenses incurred in searching, registering and/or discharging a financing statement or any other document with the PPSR and any reasonable enforcement fees and expenses in relation to such Security Interests; and

(c) not grant any Encumbrance to any other person in the Horse without first obtaining the consent in writing of AEH. AEH will be entitled, at its sole discretion, to withhold consent without providing a reason.

6.5 The Owner acknowledges and waives its rights to notice as a debtor or Grantor under sections 95, 121(4), 129(2)(a), 130, 132(3)(d), 132(4), 135 and 137(2) of the Act.

6.6 The Owner declares that, to the extent permitted under the Act, sections 142 and 143 of the Act will not apply to this Agreement and the Security Interests granted under clause 8.2.

6.7 AEH will discharge the registration of the Security Interests on the PPSR when all of the secured obligations of the Owner under this Agreement are satisfied.

6.8 The Owner warrants that the Horse is not subject to an existing Encumbrance at the time of entering into this Agreement.

AEH's Rights to Seize the Horse if Fees Unpaid

6.9 In the event that: (a) the Owner or a third party has possession of the Horse; and

(b) Fees or other monetary obligations are due but unpaid to AEH under this Agreement; and

(c) AEH has made demand in writing to the Owner for payment of those monies; and

(d) AEH has not received such payment within the timeframe specified in the demand;

then, the Owner acknowledges and agrees that AEH is entitled to seize the Horse pursuant to section 138C of the Act and once the Horse is in AEH's possession the Owner agrees that AEH may at its discretion either:

(i) retain possession of the Horse and have the ownership transferred to AEH; or

(ii) dispose of the Horse and retain all or part of the proceeds of the disposal in or towards payment of the fees or other monetary obligations.

6.10 The Owner consents to agents of AEH entering onto the Owner's property for the purpose of seizing the Horse and consents to indemnify AEH with respect to any trespass claims should AEH need to seize the Horse from any third-party premises.

Verification Statement

6.11 The Owner waives its rights under section 157 of the Act to receive a verification statement due to the Horse being "commercial property" pursuant to the Act.

Transfer of Title

6.12 The Owner covenants that it will not, nor will it agree to, sell, assign or transfer the Horse until he/she/it has made full payment of any fees and all other monetary obligations to AEH.

Possession

The Owner acknowledges that at the time the Security Interest granted by clause 7.2 of this Agreement is made:

(a) the Security Interest is granted for value;

(b) the Security Interest is granted to enable amongst other things the Horse to be fed and developed; and

(c) the Horse was held by the Owner;

and, as a result, the Security Interest is a Priority Interest in livestock pursuant to section 86 of the Act.

7. Lien, Power of Attorney & Irrevocable Authority

(a) The Owner grants AEH a security interest in the Horse and its Progeny, all insurance policies relating to the Horse and its Progeny. The Owner appoints AEH as its attorney- to execute and file any and all financing statements and agricultural liens and irrevocable authorities to pay in any jurisdiction AEH or to execute any documents with any entity believed to be appropriate to secure any obligation of the Owner. In the event that the charges are not timely paid, AEH may, without notice to the Owner, take possession of the Horse and Progeny and either retain the Horse or Progeny in lieu of the obligation, or re-sell the Horse or Progeny privately or publicly in a manner in its sole discretion it believes to be advisable, in which event AEH shall credit the proceeds of the sale, after expenses of sale and maintaining the Horse or Progeny, to the Owner. This right is in addition to all other rights to which AEH is entitled under law.

(b) It is an express condition of the AEH Mare Reproductive Contract that AEH shall be entitled to a lien over any Mare or its progeny owned by the Mare Owner in respect of any monies due to (whether or not such monies relate to the Mare) and shall have the power to sell the Mare and/or progeny over which such lien is taken to recover such monies (including any interest there on) and for the purpose of exercising the power of sale referred to herein, the Mare Owner hereby irrevocably appoints AEH as the Mare Owner's attorney with the power to sell the costs incurred by a Solicitor on behalf of in respect to the sale of the Mare or its progeny.



The Owner absolutely appoints AEH as their power of attorney to enter any Mare and/or it's progeny for sale at a public sale or auction, to instruct the auctioneers in relation there to and apply the proceeds of its sale to any monies due to AEH, whether or not such monies relate to the Mare.

(c) For good and valuable consideration, the Owner hereby provides an irrevocable instruction, direction and authority to any sales company who sells any Horses to pay any proceeds of sale of the Horses and to any insurance company to pay any proceeds of an insurance policy for the Horses to AEH to secure any obligation of the Owner to AEH without requiring further notification to the Owner. The acceptance of such proceeds by AEH will be without prejudice to AEH's rights to pursue the Owner for any shortfall of money owing, or other damages. The provision of a certified copy of this document to the sales company or insurance company will be good and sufficient evidence of this authority.

8. Recovery

AEH shall be entitled to sue for and recover against the Owner any service fee charge on the Owner's account as liquidated demand and the Owner agrees that in the event of default the Owner will pay all reasonable costs, charges, legal expenses, and any other collection agents costs necessary and incidental to recovering monies recovered under this agreement.

9. Hold Blameless Acknowledgement – Release and Indemnity

9.1 The Owner acknowledges that the provision of veterinary treatment to horses and other animals is a high-risk activity and that the Owner is able to insure against such losses.

9.2 The Owner acknowledges and agrees that they have been given the opportunity to inspect AEH and that its facilities meet the standard applicable to the equine veterinary facilities of the industry, and that

9.3 AEH will be held blameless in respect to any injury, infection, disease or death of any horse in its care.

9.4 The Owner releases AEH, its owners, partners, employees and agents of it from any Claims and agrees to indemnify and keep indemnified AEH against any liability or loss arising from, and any costs, charges, expenses and liabilities incurred in relation to any Claims relating to the horse or progeny and in each case, including but not limited to, solicitor client, legal costs and expenses on a full indemnity basis.

9.5 Further AEH shall not be liable for any loss, damage or Claims of whatsoever nature or howsoever arising from injury, sickness, disease or death caused to or sustained by the horse or progeny whilst under the care or control of AEH or its employees and agents.

9.6 AEH shall not be liable to the Owner (in the case of more than one, to any of them) for any Claims, loss, damage, costs or expense arising out of any injury, damage or death which may arise or be caused and notwithstanding the same as attributable to or is in part attributable to recklessness, negligence, forbearance or neglect by AEH or any servant or agent of AEH or any other person in whose care or control AEH may place the horse or progeny.

10. Retention

Retention without limiting AEH rights in respect of a Lien or Power of Attorney AEH shall be entitled to retain possession of the horse and progeny until all monies collection costs and Solicitor client interest costs due and owing for all services have been received from the Owner.

11. Acknowledgements

11.1 The Owner understands and acknowledges that this application is for a commercial credit account.

11.2 The Owner understands and acknowledges that:

(a) The Owner warrants that the correct horse or animal is delivered or presented to AEH.

(b) The Owner is not entitled to raise a set off or counter claim in respect of any amount it owes to SEG and all amounts to be paid by the Owner under this agreement will be paid in full without deduction or withholding.

(c) The Owner acknowledges the fact that a party fails to do, or delays in doing, something the party is entitled to do under these terms and conditions does not amount to a waiver.

(d) The Owner authorises AEH to administer local, general anaesthetic, perform surgery and carry out diagnostics procedures.

(e) The Owner acknowledges that no surgical, anaesthetic procedure or diagnostic procedure is without some risk to the horse. The Owner accepts all potential risks including any complications that may develop as a result of this procedure and accept that such complications may incur additional fees. The Owner acknowledges that there is potential for complications following any surgical procedure. The Owner acknowledges that post-operative care 24-hour intensive veterinary treatment, veterinary nursing care, hospitalisation and transportation may be required and AEH instructs for it to be undertaken as deemed necessary.

(f) The Owner acknowledges that it must make a deposit of 50% of the estimated costs of treatment before any surgical procedure is performed and that the balance of the account is settled in full prior to the horse being discharged from the AEH care.

(g) The Owner understands that de-identified veterinary data, obtained while the horse is under veterinary care may be used for future scientific publications.

(h) The Owner understands treatment of the horse may involve the use of drugs that are not specifically registered for horses, accept the veterinarian has the legal authority for off-label use of these drugs & authorise them to use these drugs if deemed appropriate.

12. LAW

The Law of New South Wales governs this agreement and the parties submit to the jurisdiction of that state.

13. SEVERANCE

If for any reason any part of these terms and conditions would render the Agreement ineffective, void, voidable, illegal or unenforceable, that part shall, without in any way affecting the validity of the remainder of the Agreement, be severable here from and the Agreement shall be read and construed and take effect for all purpose as if that part were not contained herein.

14. IMPLIED TERMS

14.1 Except as required by statute and including the Competition and Consumer Act 2010), all implied conditions and warranties are hereby excluded. Subject to the extent that such conditions and warranties cannot be excluded under statute (including the Competition and Consumer Act 2010)

14.2 Except as required by statute (including the Competition and Consumer Act 2010) AEH does not accept liability for any direct, indirect or consequential loss of damage caused to the Owner or any other person which arises out of the negligence or carelessness of AEH or any of its employees, servants or agents. For the purpose of the foregoing "consequential loss" shall include, but not be limited to, loss of profit or goodwill (or similar financial loss), any payment made or due to any third party and any loss or damage caused by delay in the supply of goods or services.

15. NOTICES

All notices between AEH and the Owner shall be considered to have been sufficiently delivered if mailed in the ordinary course of post and will be deemed to have been delivered three (3) days after mailing to the address provided, or such other address notified to AEH by the Owner in writing, or if the Owner is a company, the registered office or principal place of business. In the case of email, notices shall be deemed to have been delivered the next business day after the successful transmission of an email addressed to the Owner at the Owner's email address provided or such other address notified to AEH by the Owner in writing notwithstanding that any such notice may not be received by the Owner.

16. AGENCY

In the event that services are obtained by an agent on behalf of the Owner, or a representative or principle on behalf of the Owner if the Owner is an organization or corporation, the agent, representative or principle hereby unconditionally guarantees the full and prompt payment of the charges as well as the full and prompt performance by the Owner of any and all other obligations in these terms and conditions. The agent agrees he or she will be personally liable and jointly and severally liable with the Owner to pay all monies owed to AEH. The foregoing guarantee and warranty shall remain in effect regardless whether the agent, representative, or principal retains his or her status as such following the execution of this agreement.



17. Definitions

In these Credit Terms & Conditions:

“Claims” means all claims, investigations, demands, actions, proceedings, suits causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute including but not limited to all claims arising from or out of damage to the Horse or Progeny or as a consequence thereof which relate to any incident or matter which occurred as a result of the horse or progeny being exposed to any disease, injury or death whilst at AEH or as a result of movement of the horse from AEH for the purpose of service of the horse, foaling or treatment, and whether at common law, in equity or arising out of the provisions of any statute.

“Encumbrance” means:

- (a) any Security Interest; (as defined in the PPSA)
- (b) any right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors, including any right of set-off;
- (c) any third party right or interest in property, or any right arising as a consequence of the enforcement of a judgment;
- (d) or any agreement to create any of them or allow them to exist.

“Farm” means the farm where the Horse resides.

“Goods” means any pharmaceutical or veterinary product used to treat an equine.

“Horse” means any horse and its progeny owned by the Owner.

“Security Interest” means:

- (a) In relation to any personal property (as defined in the Act), has the same meaning given to it as defined in section 12 of the Act; and
- (b) In relation to any other property, means any charge, mortgage, pledge, bill of sale, hypothecation, lien, arrangement concerning the deposit of documents evidencing title, trust, power, title retention arrangement or any other covenant or arrangement of any nature made to secure the payment of money or the observance of an obligation.

“Service/s” means any form of veterinary services including treatment, surgery, diagnostic aid, laboratory test, advice, or any other veterinary involvement in the treatment of an equid.

“The Act” means the Personal Property Securities Act 2009.

“The Owner” means the person, part owner, lessee, part lessee, syndicate member, syndicate manager, director, shareholder secretary, trustee, beneficiary, company, entity or any person who is recognised as an owner both jointly and severally, where there is more than one person who by definition shares ownership in the horse, or other person passing a horse to AEH that were provided with veterinary services and/or goods.

☐ I have read and understand the attached terms and conditions and agree to abide by them.