



## SOMERSET FARMS QUEENSLAND

PO Box 138, FERNVALE QLD 4306

ABN 772373870

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### SOMERSET FARMS QUEENSLAND – ABN 7723703870 – GENERAL TERMS & CONDITIONS

1. The Owner/Lessee agrees to pay Somerset Farms Queensland the service fee payable on 42 days pregnancy test. The service fee is to be paid within 30 days from the date that Somerset Farms Queensland issues the Owner/Lessee with a Tax Invoice. The Service Certificate will not be issued until the account is paid in full.
2. Where the Owner/Lessee has paid a deposit then the amount payable pursuant to clause 1 shall be the service fee less deposit.
3. A deposit will be refundable (less any outstanding fees) in the event the:
  - 3.1. Service fee does not become due and payable
  - 3.2. The Mare is not covered due to her death: or
  - 3.3. The Mare must be bred on a free return this season.
4. Live Foal Guarantee (LFG) conditions:

If the mare fails to produce a live foal that can stand and suckle the owner shall be entitled to a free service for the following season. If again the mare fails to produce a live foal the same conditions will apply. A certificate by a qualified Veterinary Surgeon, which identifies the Mare, certifies the Mare and certifies her failure to produce a live foal, must accompany all claims. Claims must be notified to Somerset Farms Queensland within 14 days of her due foaling date or the birth of the foal.
5. The LFG will not apply if:
  - 5.1. The service fee is not paid in full within 30 days of the invoice date.
  - 5.2. If, in the opinion of a qualified veterinarian, the Mare's owner is negligent in the management or provision of such management for the Mare during her term of pregnancy and/or at the time of foaling, which could contribute to the death of the foal.
6. Interest at a rate of 1% per annum calculated daily is payable on any money owing under this contract beyond the terms of payment stipulated in Condition 1.
7. If the Stallion shall in any way become unfit for service before servicing the Mare, or if the Mare should die or otherwise become unfit to be serviced supported by veterinarian certificate, this contract is and shall be null and void. The Owner/Lessee shall immediately notify Somerset Farms Queensland in writing if the Mare dies or otherwise becomes unfit to be bred.
8. Somerset Farms Queensland makes no representation regarding the Stallion's fertility, including but not limited to its ability to breed or its ability to cause a Mare to become impregnated.
9. Owner/lessee will be responsible for all semen transport costs whether or not a pregnancy is resulted.
10. Owner/lessee is responsible for notify Somerset Farms Queensland for a failed pregnancy. The owner will be invoiced on day 50 if Somerset Farms Queensland is not notified.
11. Somerset Farms Queensland accepts no responsibility for any defects in the semen that have occurred during the transport of the Semen and shipping containers from Somerset Farms Queensland premises to the location of the Mare.
12. Somerset Farms Queensland reserves the right to forward any outstanding accounts and personal details to the appropriate authority and/or debt collection agency in the event that accounts are not paid in accordance with this agreement.
13. No claim will be made against Somerset Farms Queensland nor the Stallion owner for any loss or damage which the Owner/Lessee may suffer arising against Somerset Farms Queensland from the death or injury to the Mare named in this agreement as a result of breeding.
14. All prices on this document are inclusive of GST.

*This form must be signed before semen is sent.*

*Please download the semen order form once completed and email to Somerset Farms Queensland, see details above.*