

# YIRRIBEE PACING STUD

Po Box 5368- Wagga Wagga NSW 2650

Ph: 0269331217 Fx: 02 69331542

Email: [studmaster@yirribee.com.au](mailto:studmaster@yirribee.com.au) Website: [www.yirribee.com.au](http://www.yirribee.com.au)

ABN: 42 596 703 832

## BOOKING FORM ON FARM STALLION SERVICE AND AGISTMENT

Person Accepting Liability for the Account			
Date:	First Name:	Surname:	
Residential Address:			
PO Box:			
Suburb:	State:		Postcode:
Email:			
Mobile:	Hm:	Wk:	Fx:
SERVICE DETAILS			
Mare:		Freezebrand:	
Stallion:		Service Fee:	
In Foal:	Yes	No	Last Date of Service:
Stallion in Foal To:		Maiden	Missed Slipped Not Served Aborted

**IMPORTANT: Please attach/fax a copy of the mares assessment papers.**

Yirribee Stud, it's owners, employees or agents shall not be liable or responsible in any manner for any accident, INJURY, disease or disability suffered by the mare (or her foal). Ttfe mare owner (or agent) acknowledges that the mare (and foal) will be at Yirribee Stud entirely at the mare owners risk and claims resulting from injury, illness or disease will be we waived.

**ANY DISCOUNTS GIVEN WILL BE REVOKED AND FULL SERVICE FEE APPLIED FOR ANY ACCOUNT NOT PAID WITH 30 DAYS.**

The Signature that appears herein will be deemed responsible for all cost associated with this booking.

I /We accept the Terms and Conditions as set out above and in the overleaf attached.

The Terms & Conditions of Trade document must also be signed & returned.

Name:..... Signature.....

Received and Confirmed by Yirribee Stud:.....

★★★★ All Accounts must be settled prior to mare leaving the Stud ★★★★★

**STANDARD TERMS & CONDITIONS OF TRADE**

**1. General**

These terms and conditions apply to the exclusion of all others including terms and conditions incorporated in any purchase order. Yirribee supplies only on these conditions and any Owner taking delivery of goods and products or accepting services provided by Yirribee shall by doing so agree to these terms and conditions applying to the exclusion of all other terms and conditions. If a provision of these Terms & conditions is wholly or partly invalid or enforceable, that provision or that part of it that is invalid or unenforceable must to the extent be deleted from these terms and conditions. Nothing affects the validity or enforceability of the remaining terms and conditions.

Yirribee means Yirribee, his employees agents consultants and assigns

Owner shall mean any part owner, lessee, syndicate, corporation or any manager of any of them and where there is more than one person who is by definition herein contained the “owner” shall be bound by these terms and conditions. These terms and conditions shall bind all such owners jointly and each of them severally.

**2. Prices**

All goods, agistments and service fees are supplied at the current list price as amended from time to time. Delivery or transport charges (if applicable) are payable by the Owner in addition to any quoted price.

**3. Payment**

Terms of payment will be cash prior to delivery or provision of a service other than for Owners who have approval in writing for 30 day accounts. Yirribee reserves the right to withhold further deliveries or provide further agistment or other services in circumstances where terms of payment have not been met by the Owner. If the owner fails to pay any monies owed to Yirribee within the 30 day terms, such overdue moneys shall accrue interest from day to day at a rate equal to 16% per annum on such monies after 30 days for the date of invoice, until all moneys are paid in full. In addition to any payment or interest due to Yirribee in accordance with this clause, the Owner shall be liable for all reasonable legal and debt collection costs incurred by Yirribee in relation to collection of any payment due by the Owner on a full indemnity basis.

By accepting these terms, the Owner charges all of their interest in any horse, horses or their progeny agisted with Yirribee, in favor of Yirribee for payment of any amounts owing to Yirribee by the Owner at any time. In the event the Owner fails to pay any monies owing to Yirribee in accordance with the se terms and conditions Yirribee shall have the right to offer for sale any horse horses or their progeny to which any default debt may relate, by public auction or private tender and to apply the proceeds of such sale (after deduction of sale costs0 against all amounts owing by the Owner to Yirribee including interest and all reasonable legal and debt collection costs.

For the purpose of this clause 3, the Owner absolutely and irrevocable appoints Yirribee its/his attorney with full power to deal with any horse (or proceeds of sale of any horse) for the purposes of undertaking any sale in accordance with this clause.

**4. Retention Title**

Title in goods and products purchased remains with Yirribee until Yirribee has received payment in full of all monies owing by the Owner for the purchase of the goods and products. If payment is not made in full by the due date for payment then Yirribee is authorized to retake possession of the goods and products and to recover any deficiency on resale of the goods and products plus any costs of retaking possession as a liquidated debt. Yirribee is authorized to enter any premises under the control of the owner to retake possession of the goods and products purchased. Upon resale of the goods and products whether as part of another good or product manufactured by the owner, the Owner will hold any proceeds of sale in trust for Yirribee until payment of the goods and products has been made in full.

**5. Risk**

Risk in relation to any damage to any goods or products supplied by Yirribee passes to the owner upon their dispatch or collection from Yirribee’s premises.

Risk in relation to any horse or its progeny agisted with Yirribee remains with the Owner at all times.

The Owner acknowledges that the Owners horse/s may be moved around Yirribee’s property as circumstances require at the absolute discretion of Yirribee.

The Owner releases Yirribee absolutely from any liability, action or demand due to any damage loss (including consequential) injury, illness disease or death to any horse occurring on or near Yirribee’s premises arising from any cause whatsoever including the negligence of Yirribee.

**6. Veterinary Services**

The owner authorizes Yirribee to engage veterinary services or other professionals for treatment of horses on agistment at the absolute discretion of Yirribee.

The Owner indemnifies Yirribee absolutely for any and all fees incurred for veterinary, medical or other professional services engaged by Yirribee on behalf of the Owner and carried out on the Owners horses.

**7. Exclusion/Limitation of Warranties and Liability**

In so far as is possible all warranties whether by statue or common law in relation to the supply of goods, products and services by Yirribee are expressly negated and do not apply. Yirribee is not liable to the Owner and the Owner releases Yirribee from any breach of contract or duty of care.

The Owner acknowledges that Yirribee is not responsible for and releases and discharges Yirribee from any direct indirect or consequential loss or \expense suffered by the Owner or any third party, howsoever caused from the supply of any services and use of the goods and products including breach of statutory or common law warranties and negligence. If any dispute arises as a result of the use of the goods or services the Owner will exclude Yirribee from any dispute or claim action or court proceeding. Further the Owner agrees to indemnify Yirribee from and against all liability and losses.(including costs on a full indemnity basis) which may be incurred by Yirribee as a result of any such dispute action or court proceedings including any claim made by a third party.

**8 Warranties**

The Owner hereby warrants, covenants and agrees with Yirribee:

- a. That the horse owner is the registered Stud Book Owner of the horse with full power and authority to enter into each of the provisions of this agreement.
- b. The horse/s is free of disease or infection and is in sound breeding condition and that all vaccinations are up to date prior to arrival at Stud.

**9. Governing Law**

The supply of goods and services by Yirribee is governed by the laws of the State of New South Wales and the parties agree to submit exclusively to the jurisdiction of the courts of New South Wales to any matters arising from this agreement.

**10. Notice**

Any notice given by Yirribee to the owner pursuant to this contract shall be deemed to be served on the owner seven days after the posting of such notice in a prepaid envelope addressed the horse owner of the owners address aforesaid or such other address notified to the Yirribee by the owner from time to time in writing as being the address for service of such notices and notwithstanding that any such notice may not be received by the owner.

I have read and agree to the above terms & conditions: Signed.....Name.....