



## FOALING DOWN CONSENT AND AGREEMENT 2024-2025

I, \_\_\_\_\_ (mare owner/authorised agent)

of \_\_\_\_\_ (address)

consent to the foaling down agreement with Woodgrange Specialist Equine Hospital. I nominate that the following broodmare

\_\_\_\_\_ will be foaled down at Woodgrange Specialist Equine Hospital.

I have opted for the following package (please tick):

- ☐ High risk/veterinarian foaling down
- ☐ Standard foaling down

**Package fees include:** supervised professional foaling down, video surveillance, foaling alarm, foaling down stable (High risk/veterinarian foaling down) or foaling down yard (Standard foaling down), calcium tests x 2, post foaling mare and foal examination, igG test x 1, colostrum check x1, intensive monitoring to ensure all milestones are met, 24 hour post foaling stable if required (High risk/veterinarian foaling down).

Agistment costs prior to or post-foaling are **not** included which will be charged at the specified daily rate from the date of arrival of the mare to the date of discharge of the mare. Has the Agistment Agreement been completed (please tick)?

- ☐ Yes
- ☐ No

Is the above named broodmare a surgical candidate if the need arises in a foaling emergency such as caesarean, controlled hoisted delivery, large colon torsion?

- ☐ YES (please read and sign Surgical Consent Form)
- ☐ NO

The mare owner agrees to pay promptly all fees and charges related to the above events and any additional fees that may be incurred.

### ACCEPTANCE OF RISK BY OWNER/AUTHORISED AGENT

I have had the opportunity to discuss the procedure proposed, including post-operative treatment and prognosis. I also acknowledge that I have had the opportunity to ask questions about the nature, extent and purpose of the proposed treatment and that I have been given sufficient time and information to make an informed decision.

I accept:

1. There are risks in all veterinary procedures deemed necessary and the work the subject of this agreement
2. That some foaling mares may have complications which might lead to the death of or injury to the mare and/or foal
3. Whether or not the foal is born live, I will be liable to pay all fees and expenses owing to Woodgrange Specialist Equine Hospital.
4. All reasonable care will be taken, but no responsibility will be assumed for any illness or injury to horses whilst in the care of the Woodgrange Specialist Equine Hospital.
5. I agree to indemnify the attending veterinarians, their assistants, employees and agents for any loss or liability that they may incur as a result of any inaccuracy or complications, whether intended or otherwise, arising from the information provided by me in this consent form.

**PLEASE SEE REPRODUCTION BROCHURE FOR OTHER CHARGES INCLUDING AGISTMENT FEES ETC.**



THE UNDERSIGNED HAS READ AND UNDERSTOOD THE ABOVE CONTRACT & TERMS AND CONDITIONS:

Signed: \_\_\_\_\_ (mare owner/authorised agent)

Date: \_\_\_\_\_

WITNESSED BY:

Woodgrange Specialist Equine Hospital Representative: \_\_\_\_\_

Date: \_\_\_\_\_

*\*If signed by an agent of the owner, the agent warrants that he or she has full authority from the owner to provide the consent and the information contained in this form.*

## Woodgrange Specialist Equine Hospital ("WSEH") Terms & Conditions

All treatment conducted by Woodgrange Specialist Equine Hospital ("WSEH") 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 Victoria, agistment Farm or horse trainer as their agent. The Owner further acknowledges that any thoroughbred racehorse trainer, agistment Farm or horse trainer who has custody and control any of the Owner's horses has the power and authority to obtain 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 WSEH 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 WSEH provides credit on these terms and conditions only.

### 3. Monthly Invoice/Statements

WSEH 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/service.

### 4. GST

All services are charged inclusive of GST.

### 5. Payment Terms

5.1 Standard trading terms are strictly 14 days net from the end of month invoice/statement date or 14 days from invoice date.

5.2 Late payment accounting fee of \$5.50 per month will accrue from the expiry of that period, and applied to all late payments. Late payment accounting fee will accrue from day to day and will be payable on demand. The payment of Late payment accounting fee by the Owner in respect of any late payment under this clause 5 is in addition to any other remedies that WSEH 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 WSEH 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 WSEH 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 WSEH to complete and register any financing statement or any financing change statement with the PPSR; and

(b) indemnify, and upon demand reimburse, WSEH 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 WSEH. WSEH 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 WSEH 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.

WSEH's Rights to Seize the Horse if Fees Remain 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 WSEH under this Agreement; and

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

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

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



(i) retain possession of the Horse and have the ownership transferred to WSEH; 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 WSEH entering on to the Owners property for the purpose of seizing the Horse and consents to indemnify WSEH with respect to any trespass claims should WSEH 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 WSEH.

**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 WSEH a security interest in the Horse and its Progeny, all insurance policies relating to the Horse and its Progeny. The Owner appoints WSEH as its attorney - to execute and file any and all financing statements and agricultural liens and irrevocable authorities to pay in any jurisdiction WSEH 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, WSEH 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 WSEH 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 WSEH is entitled under law.

(b) It is an express condition of the WSEH Mare Reproductive Contract that WSEH 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 WSEH as the Mare Owners 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 WSEH as their power of attorney to enter into any Mare and its progeny for sale or at public sale or auction to instruct the auctioneers in relation there to and apply the proceeds of its sale to any moneys owed to WSEH 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 WSEH to secure any obligation of the Owner to WSEH without requiring further notification to the Owner. The acceptance of such proceeds by WSEH will be without prejudice to WSEH'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**

WSEH shall be entitled to sue for and recover against the Owner any service fee charge on the Owners 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 WSEH and that its facilities meet the standard applicable to the equine veterinary facilities of the industry, and that

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

9.4 The Owner releases WSEH, its owners, partners, employees and agents of it from any Claims and agrees to indemnify and keep indemnified WSEH 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 WSEH 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 WSEH or its employees and agents.

9.6 WSEH 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 and 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 WSEH or any servant or agent of WSEH or any other person in whose care or control WSEH may place the horse or progeny.

**10. Retention**

Retention without limiting WSEH rights in respect of a Lien or Power of Attorney WSEH 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 WSEH.

(b) The Owner is not entitled to raise a set off or counter claim in respect of any amount it owes to WSEH 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 WSEH 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 WSEH instructs for it to be undertaken as deemed necessary.

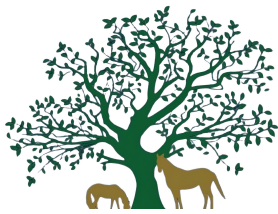
(f) The Owner acknowledges that it must make a deposit of 50% of the estimated costs of treatment before any surgical procedure is performed and that the balance of the account is settled in full prior to the horse being discharged from the WSEH care.

(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 Victoria 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) WSEH 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 of carelessness of WSEH 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 WSEH 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 WSEH 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 WSEH 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 organisation 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 WSEH. 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 WSEH or as a result of movement of the horse from WSEH 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 WSEH 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.