

# Corumbene Stud

DUNEDOO

## TERMS AND CONDITIONS OF AGISTMENT

1. In these conditions:  
"Corumbene" means Corumbene Stud Pty Ltd (ABN 27 100 066 822), its related companies, servants and agents;  
"Owner" means the owner or lessee of the thoroughbred racing horse or horses placed with Corumbene by the Owner from time to time for agistment, and if more than one then each of them jointly or severally;  
"Horse" means the thoroughbred racing horse or horses agisted by the Owner with Corumbene from time to time, and "livestock" has a similar meaning.
2. Corumbene shall agist, stable, transport, feed, exercise and treat the Horse in such manner as it shall deem appropriate in Corumbene's absolute discretion, so as to take reasonable and proper care of the Horse.
3. The Owner agrees to pay to Corumbene all agisting, veterinary, farrier and transport fees for the full time the Horse is agisted by Corumbene. The fees may be varied from time to time by Corumbene advising the Owner in writing whether by account, invoice, statement or otherwise.
4. Fees will be invoiced to the Owner at the end of each calendar month. Invoices are due and payable on the 21<sup>st</sup> day of the month following the month to which fees relate. Late or overdue payments will incur interest at the rate of 1.5% per month, calculated on daily rests, from the due date for payment until payment is received by Corumbene.
5. The Owner grants to Corumbene a general lien over the Horse and any documents relating to the Horse for any sum owing under this Agreement by the Owner to Corumbene including interest and such lien maybe enforced by Corumbene by the sale of the Horse by auction or private contract. The Owner irrevocably appoints Corumbene as its attorney to do all acts necessary to exercise the power of sale. The proceeds of any sale shall be applied:
  - firstly against all fees including interest owing pursuant to this contract;
  - secondly against all costs and expenses (including legal fees on a solicitor client basis) incurred by Corumbene in relation to the recovery of the debt and the sale;
  - thirdly against any other fees payable by the Owner to Corumbene in respect of any other services provided in relation to any other Horse; and
  - fourthly the balance if any shall be paid to the Owner or as the Owner directs.
6. In the event of Corumbene having to transport the Horse, the provisions of Corumbene's Terms and Conditions of Transport, a copy of which is annexed hereto or available on [www.corumbenestud.com.au](http://www.corumbenestud.com.au), will apply.
7. The Owner shall have the right to inspect the Horse upon giving Corumbene a minimum of 48 hours notice.
8. In the event that the Horse is owned or leased by a syndicate, partnership, group or any other form of multiple ownership the members of the syndicate, partnership or group shall be jointly and severally liable for all amounts due by the Owner to Corumbene pursuant to this contract.
  - 9.1 The livestock is at the sole risk of the Owner and not Corumbene.
  - 9.2 Unless expressly agreed in writing Corumbene shall not be responsible in tort or contract or otherwise for:
    - (a) any loss of or damage to or deterioration of livestock or mis-delivery or failure to deliver or delay in delivery of livestock either in transit or in agistment for any reason; or
    - (b) any consequential loss or injury of any kind whatsoever including without limitation the negligence or willful act or default of Corumbene or others.
  - 9.3 This clause shall apply to all loss, damage, deterioration, consequential loss and/or injury referred to above whether or not the same occurs in the course of performance of the Contract by Corumbene or which are within the contemplation of Corumbene and/or the Consignor and/or the Owner or which are foreseeable by them or which would constitute a fundamental breach or a breach of a fundamental term of the contract.
10. No purported variation or modification of these conditions shall have any effect unless in writing signed by an authorised officer of Corumbene.
11. This contract is made in the State of New South Wales and the Courts of the State of New South Wales shall have exclusive jurisdiction in relation to any dispute arising from this Agreement.
12. The Owner covenants that he has full authority to enter into this Agreement, and where the Horse has more than one owner, the Owner covenants that he has the full authority of all of the Horse's owners to enter into this Agreement.
13. The fees payable pursuant to this contract do not include any Goods and Services Tax ("GST") and any fees payable will attract GST at the rate applicable from time to time which will be specified in each invoice provided and the Owner agrees to pay Corumbene for any such amount.
14. In this Agreement:
  - 14.1 Any reference to the singular shall, unless the context otherwise requires, include a reference to the plural.
  - 14.2 Any reference to one gender shall include a reference to the other genders.
  - 14.3 Any reference to a person shall include, a body corporate, unincorporated association, partnership or syndicate.
15. The Owner acknowledges and agrees that the terms of this Agreement shall apply to any Horse of which the Owner is the sole or part owner at all times and from time to time that any such Horse is in the possession or power of Corumbene.