



Agreement for Storage of Frozed Semen

THIS AGREEMENT is made the day of

BETWEEN:

CHARLES STURT UNIVERSITY {ABN 83 878 708 551), through the VETERINARY CLINICAL CENTRE, a body corporate established by the Charles Sturt University Act 1989, located at the School of Agricultural, Environmental and Veterinary Sciences of Agriculture Avenue, Wagga Wagga, NSW (the Veterinary Clinical Centre); and (Client Name) of (Client Address)

Background

- A. The Veterinary Clinical Centre of Charles Sturt University processes and stores frozen equine/canine semen (semen).
- B. The client wishes to use the Veterinary Clinical Centre of Charles Sturt University for the storage of semen.
- C. The Veterinary Clinical Centre agrees to store semen for the client on the terms of this Agreement.

AGREED TERMS:

Representations by the client

1. The person signing this agreement on behalf of the client represents that they are duly authorised to enter into and sign this Agreement for and on behalf of the client and that:
 - (a) the client is the sole owner of the semen, or
 - (b) the client is authorised by all others who may have an interest in the semen to enter this Agreement.

Deposit, storage, transfer and removal of semen

2. The client is responsible for delivery of semen for deposit at and storage by the Veterinary Clinical Centre.
3. The client acknowledges that:
 - (a) any semen deposited by the client should be in good order at time of arrival;
 - (b) and semen is fragile and can perish and that the length of time that frozen semen can be considered viable varies with every equine/canine; and
 - (c) the Veterinary Clinical Centre cannot guarantee that the semen stored will result in successful pregnancy from any breeding.
4. The semen will be stored at the Veterinary Clinical Centre, but the client authorises Veterinary Clinical Centre at its discretion to transfer the frozen semen to long term storage facilities off-site. The Veterinary Clinical Centre will use reasonable endeavours to notify the client in advance of any such transfer.



5. The client may withdraw the semen from the Veterinary Clinical Centre at any time during normal business hours subject to at least three (3) business days' written notice. Staff of the Veterinary Clinical Centre will be responsible for removing the frozen semen from storage for collection by the client at the Veterinary Clinical Centre. Any alternate arrangements for collection will be subject to the Veterinary Clinical Centre's prior consent and will be at the sole risk of the client.
6. The Veterinary Clinical Centre may, at its sole discretion, arrange for the collection and delivery of the semen through a third party courier. This service is provided at the sole risk of the client and is subject to the availability of dry shipping containers and the payment of the courier fee by the Client.

Disclaimer and limitation of liability

7. The Veterinary Clinical Centre will take reasonable precautions for the care, safety and storage of the semen, but in all other respects the storage of the semen will be at the sole risk of the client.
8. Any loss or accidental damage to semen from any cause, during its delivery, shipment, storage or collection, including but not limited to storage failure or theft or natural causes such as fire, is the responsibility of the client and the client shall indemnify and continue to indemnify the Veterinary Clinical Centre from any claim, demand, damage, cost, expense, loss or liability including any legal costs on a full indemnity basis arising out of the delivery, shipping, storage, collection and use of the semen.
9. Subject to clause 10, the Veterinary Clinical Centre's aggregate liability to the client under or in respect of this Agreement whether in contract, tort (including negligence), statute or any other cause of action is limited to the value of the total fees paid by the client for the semen to which the cause of action relates.
10. Nothing in this Agreement operates to limit or exclude liability that cannot by law be limited or excluded.
11. The Veterinary Clinical Centre shall not be liable to the client for any consequential loss, including loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity.



Insurance

12. The client acknowledges that he or she has been advised by the Veterinary Clinical Centre that it is their responsibility to insure the semen for loss, accidental damage or destruction.

Fees for storage of semen

13. The client will pay the standard storage fees notified by the Veterinary Clinical Centre from time to time within 30 days of a tax invoice. The current fees for storage of semen and payment arrangements are set out in the Schedule.
14. Unless otherwise indicated, all consideration for any supply under this Agreement is exclusive of any GST imposed in relation to the supply. The client will pay to the Veterinary Clinical Centre an additional amount on account of the GST payable on any supply made by the Veterinary Clinical Centre under the Agreement at the time any payment to the Veterinary Clinical Centre is due.

Failure to pay fees

15. If the client fails to pay an invoice by the payment due date the Veterinary Clinical Centre may charge the client interest (at an interest rate of 10%p.a.) on any outstanding amounts if those outstanding amounts remain unpaid for more than thirty (30) days from the date of invoice.
16. The Veterinary Clinical Centre reserves the right to retain a lien over all lawful fees and charges pursuant to the Storage Liens Act 1935 (NSW).
17. If the client does not pay all fees due for storage of semen within sixty (60) days of invoicing, the Veterinary Clinical Centre will:
 - (a) endeavour to contact the client and any other persons known to the Veterinary Clinical Centre to have an interest in the semen to seek payment; and
 - (b) give notice in writing detailing the semen, where it is stored and any other particulars of note, which notice may be given personally or by post or by email.
18. If storage fees are not be paid within one hundred and eighty (180) days of the payment due date and the above steps have been undertaken with no result, the Veterinary Clinical Centre reserves the right to dispose of the semen as it sees fit without further reference to the client



Notices

19. Any notice given under this agreement shall be in writing and may be given by post, email or by delivery to the party to the party's address as specified in the Schedule.

Governing law

20. This Agreement shall be governed by the laws of NSW.

SIGNED FOR AND ON BEHALF OF CHARLES STURT UNIVERSITY

ABN: 83 878 708 551) by its authorised delegate

Signature

Name and title:

Date:

SIGNED BY THE CLIENT:

Signature

Name:

Date:

Schedule

Item 1: Fees and payment arrangements for storage of semen

The Veterinary Clinical Centre contact details:

Name: Veterinary Clinical Centre, Charles Sturt University

Address: Agriculture Avenue

Telephone: (02) 693 32604

Email: vcc@csu.edu.au



Client contact details:

Name:

Address:

Telephone no.:

Email:

Item 2: Storage fees (GST exclusive)

The Veterinary Clinical Centre will store the semen for the following fees per year or part thereof:

Up to 50 straws/pellets	\$11.00 per month
Over 250 straws/pellets	\$27.50 per month

Item 3: Payment arrangements

The client is required to pay 6 months of storage fees up front for any storage of semen at the Veterinary Clinical Centre, including any new transfers of frozen semen to the Veterinary Clinical Centre.