

Investigation and Diagnostic Centre – Wallaceville
Specimen Submission Form



Telephone (04) 894 5600, Facsimile (04) 894 4973
 Email: specimen.reception@maf.govt.nz
 Postal Address: PO Box 40742, Upper Hutt, New Zealand 5018
 Courier Address: 66 Ward Street, Upper Hutt, New Zealand

IDC Accession Number.....

 Date Received

Submitter's Name

***Company Name**.....

***Address**.....

Telephone ().....

***Fax** ().....

Email Address

Submitter's Reference

Account to: As above
 Other.....

Owner's Name and Address

.....

Telephone ().....

Fax ().....

Additional Copies to:.....

***Species**

Breed

Animal ID Sex..... Age.....

***Reason for Submission**

Diagnostic Import/Export
 AI Centre Quality Control
 Other (specify)

Date Specimen Collected

Number and Type of Specimens

.....

***Tests Requested**

.....

Comments/Provisional Diagnosis

.....

***Exporting Date**.....

Declaration
 I have submitted the specimens to MAF for the testing services described above and I agree to these terms and conditions covering the provision of that service (printed on the reverse of this form). If in providing the testing services MAF finds any evidence of any exotic disease I authorise any information I have provided to be used to locate the affected animals.

Signature of Submitter

Date.....

IDC USE ONLY		NOTE * Please complete all fields to avoid delays in testing and reporting.
*Duty Scientist Check	*Case Entered	
Initial	Initial	
Date.....	Date.....	

1: Parties

Her Majesty the Queen in right of New Zealand acting by and through the Minister for Biosecurity ('MAF').

The submitter of samples for testing services as set out in the accompanying Submission Form (Submitter).

2: Formation of Contract

The contract is formed when MAF receives the correctly filled in Submission Form, these signed terms and conditions and the samples fulfilling any requirements of MAF, and MAF commences the testing services, excluding the unpacking and storage of samples.

3: Testing Service

MAF will provide the testing services to the Submitter indicated in the attached Submission Form (the Testing Services) in a competent and professional manner. Results of the tests will be provided to the Customer as set out in the Submission Form or as agreed. MAF will endeavour to provide the results of the tests within a reasonable time taking into account the nature of the tests, the number of tests requested and whether MAF has chosen to subcontract some of the tests. Failure by MAF to provide the results of the tests by any particular date will not constitute breach of this agreement.

4: Submission of Samples

The Submitter will submit the samples with these signed terms and conditions and a correctly filled in Submission Form. MAF reserves the right to request that the samples are provided in a particular form or in a particular manner. MAF reserves the right to reject any samples that in its view do not meet the above requirements. It is the choice of the Submitter as to whether the samples will be replaced by the Submitter, at the Submitter's expense, or whether, where possible, MAF will continue to provide the Testing Services and all extra costs incurred by MAF will be met by the Submitter. The risk of the samples shall be that of the Customer until the samples arrive at the premises of MAF.

5: Payment

The Submitter will pay to MAF the cost of the testing service as set out in the most current Laboratory Services Price List or as agreed between the parties. Payment will be made by the Submitter by the 20th of the month following the date of a GST invoice from MAF outlining the testing services provided and the amount due.

6: Use of Samples

MAF reserves the right to use the samples for its own research and testing.

7: Subcontracting

MAF reserves sole and absolute discretion to engage any third party to provide any part(s) or all of the testing services. Where the Submitter requests a test that requires MAF to subcontract that test to another laboratory MAF will not be responsible for any delays outside its control.

8: Disclaimer of Warranty

MAF will take every care to perform the testing services and provide the results in a competent and professional manner. MAF makes no representation as to the fitness for purpose of the test results.

9: Limitation of Liability

Except for direct damage or loss to the Submitter caused by a breach of these Terms and Conditions by MAF, to the extent allowed by law, MAF has no liability in contract or tort, including negligence, to the Submitter or any other person in respect of this contract for anything that happens to the samples and any loss of profit or income by, or indirect / consequential damage or loss to, or any cost, including legal costs, to the Submitter or any other person caused or contributed to by MAF in its provision of the testing services.

The extent of MAF's liability to the Customer for loss caused by a breach of these Terms and Conditions will be limited to the cost of the testing services requested in the particular Submission Form.

10: Entire Agreement and Variation

These terms and conditions together with the Submission Form constitute the entire agreement between the Submitter and MAF. No attempt by the Submitter to alter the standard terms and conditions will be effective unless a variation is agreed to in writing by the parties and such variation becomes part of these terms and conditions.

11: Disputes

If any dispute arises between the parties on any matter arising out of this agreement that cannot be settled by negotiation between the parties, that dispute will be referred to mediation before commencing any litigation. Either party may commence mediation by giving written notice to the other party.

If the parties cannot agree on a mediator within two (2) working days of one party giving notice to the other under clause 11.1, the mediator will be selected by the President for the time being of the Lawyers Engaged in Alternative Dispute Resolution (or its successor).

The parties will continue to perform their obligations under this agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.

12: Termination

Either party may terminate this agreement by giving the notice in writing. On termination of this agreement, the Submitter remains liable for actual costs incurred by MAF in carrying out the testing services prior to the date of termination of this agreement (including any actual costs under a pending invoice).

13: Force Majeure

Neither party will be liable for failure to fulfil its obligations under these Terms and Conditions if such failure arises from any cause reasonably beyond its control including acts of God, industrial action, riots, war, terrorism, epidemics, a Biosecurity response under the Biosecurity Act 1993, fire, communication line failures, power failures, earthquakes or other disasters. Where a situation of this kind continues for more than five (5) working days, MAF, in its sole discretion, may terminate this agreement.

14: Jurisdiction

The law of New Zealand will apply to this agreement.

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Signature of Submitter

Date