

Animal Health Laboratory Specimen Submission Form

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



For AHL use only
IDC Accession Number

Date Received

***Denotes Mandatory Fields which must be completed**

***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

Microchip number

***Reason for Submission**

Diagnostic	Import
AI Centre	Export
Other (specify)	Quality Control

***Date Specimen Collected**

Number and Type of Specimens

***Tests Requested**

***Clinical history/provisional diagnostics**

*Exporting Date

Declaration

I have submitted the specimens to MPI 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 MPI 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	
Duty Scientist Check	Case Entered
Initial	Initial
Date	Date

NOTE
 *Attach extra pages for sample and animal ID's.

Terms and Conditions for the provision of Testing Services

1. Parties

Her Majesty the Queen of New Zealand acting by and through the Minister for Primary Industries (MPI).

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 MPI receives the correctly filled in Submission Form, these signed terms and conditions and the samples fulfilling any requirements of MPI, and MPI commences the testing services, excluding the unpacking and storage of samples.

3. Testing Service

MPI 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. MPI 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 MPI has chosen to subcontract some of the tests. Failure by MPI 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. MPI reserves the right to request that the samples are provided in a particular form or in a particular manner. MPI 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, MPI will continue to provide the Testing Services and all extra costs incurred by MPI 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 MPI.

5. Payment

The Submitter will pay to MPI 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 MPI outlining the testing services provided and the amount due.

6. Use of Samples

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

7. Subcontracting

MPI 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 MPI to subcontract that test to another laboratory MPI will not be responsible for any delays outside its control.

8. Disclaimer of Warranty

MPI will take every care to perform the testing services and provide the results in a competent and professional manner. MPI 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 MPI, to the extent allowed by law, MPI 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 MPI in its provision of the testing services.

The extent of MPI'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 MPI. 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 MPI 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, MPI, in its sole discretion, may terminate this agreement.

14. Jurisdiction

The law of New Zealand will apply to this agreement.

Animal Health Laboratory

(Sample or Animal ID's if required)

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