

EQUIBREED UK LTD GENERAL TERMS AND CONDITIONS 2020

These general terms and conditions of Equibreed UK form part of any contract for services provided by Equibreed UK or its authorised servants or agents. It is a Condition Precedent of any such contract that the client, agent or owner (referred to in this document hereafter as the "owner") has read and understood these terms and conditions and accepts them in full.

1. General

- a. Owners accept that they leave their horses at Equibreed UK at their own risk. No responsibility for the animal or any belongings left at the centre is accepted by Equibreed UK, and all liability, save and except for liability for death or personal injury to any person arising from the negligence of Equibreed UK, its servants or agents, all liability for claims, damages, costs, loss and expense of any kind whatsoever are hereby excluded.
- b. All horses receive every possible care and attention whilst at Equibreed UK Ltd, but Equibreed UK Ltd accepts no responsibility for accident, theft or disease, nor does Equibreed UK give any express or implied guarantee of success. All horses undergo rectal examination/AI/ET/foaling/semen collection at their owner's risk and Equibreed UK is not liable for any damages or compensation in respect of any injury or damage howsoever caused, including (but not limited to) AI/ET/Foaling/semen collection.
- c. All contracts entered into between Equibreed UK and their owners shall be litigated in England and governed by the law of England and Wales unless specifically stated therein in writing to be governed by some other agreed jurisdiction.
- d. No verbal variation of any contract shall be valid and enforceable unless put into writing and signed by Equibreed UK and the owner or their duly authorized servants or agents.
- e. All paperwork must be completed and signed, and all deposits paid before the horse arrives on site, or is tended to by one of Equibreed UK's staff
- f. An Equine Passport must accompany all horses arriving at the centre. If Section 9 of the passport is not signed, Equibreed UK reserve the right to sign this section

2. Services

2.1 Artificial Insemination Services

- a. Artificial insemination (A1) packages carried out by Equibreed UK are carried out on a per cycle basis. The AI package fee covers routine scans pre and post insemination and ovulation, all induction hormones, and routine pregnancy scans up to heart beat detection.
- b. Items NOT included in the package price include (but are not limited to); uterine lavage, intra-uterine infusion plus any drugs needed, Caslicks procedures, sedation. Administration of these items is at the clinical discretion of Equibreed UK's vets.
- c. For off-site owners it is the owner's responsibility to ensure that a 14 and 24 day pregnancy check are booked in and carried out. These checks are vital to ensure that a twin pregnancy is not present.

2.2 Embryo Transfer Services

- a. Embryo transfer procedures are charged on a per item basis. Additional items may include (but are not limited to) livery, semen collection, postage, transport, and any other non-reproductive or clinical veterinary work.
- b. In the event that two embryos are flushed, they will both be transferred at the owners cost unless alternative directions are given in writing prior to flushing. If two pregnancies result, the owner must

decide on or before 24 days of pregnancy if they wish to continue with both pregnancies, and incur the resulting second recipient loan charge

2.3 Embryo Transfer Packages

- a. This is only available for mares under 14 years old using fresh semen from stallions collected on site, and where over 3 embryos are required.

2.4 Donor Mares

- a. Donor mares should be given prostaglandin and scanned one week after finishing their embryo transfer programme, to ensure that the interior of the uterus is healthy, and that she is coming back into season.
- b. It is the owner's responsibility to ensure that this is completed once she leaves the centre.

2.5 Ovum Pick up

- a. Ovum pick up procedures are charged on a per item basis.
- b. It is the responsibility of the owner to ensure they are informed of the risks involved and understands the complications associated with these procedures.

3. Recipient mares

- a. Equibreed UK recipients are routinely vaccinated for influenza and tetanus. It is the responsibility of the owner to maintain the annual vaccination. In the case that this is not maintained the owner will be liable for the cost of re-starting the vaccination course.
- b. Recipient mares can be hired from Equibreed UK, or provided by the owner (provided they are deemed suitable by Equibreed UK) Equibreed UK are unable to guarantee to use a specific recipient mare at the point of transfer.
- c. If, at the time of flushing, a owner recipient is not suitable, we will transfer into a suitably synchronized Equibreed UK recipient (incurring recipient hire charge and livery costs).
- d. Recipients may be maiden or have had foals before. It is the owner's responsibility to specify in writing should they wish one or the other specifically.
- e. Pregnant recipients are free to leave the centre once they are scanned 42 days in foal. It is the responsibility of the owner to insure the embryo if they wish to do so.
- f. Equibreed UK recipients must be kept up to date with worming, farriery and in good health status whilst under the owner's care. Rented recipients must be returned in healthy condition save where any ill health developed is not through any fault of the owner.
- g. In the event they are returned in poorer condition than that in which they left Equibreed UK (this will be decided principally by photographic comparison and the decision of Equibreed UK is final unless disputed pursuant to clause 7.5) the cost of returning them to good condition will be payable by the owner in addition to a penalty fee of £1000.00
- h. Recipient mares will only be able to be returned after the end of February following the weaning of the foal and must be tested and have a valid health certificate before returning for EHV & Strangles and demonstrate they have not been exposed to infectious disease.
- i. If a recipient mare dies during the rental period the Equine Passport must be returned to Equibreed UK, along with details confirming the time, date, and cause of death certified by a Veterinary Surgeon who is on the Register of the Royal College of Veterinary Surgeons.
- j. Failure to inform Equibreed UK of the death of one of their recipients within 24 hours will incur a penalty fee of £1000.00.

- k. Suitability of recipient mares as embryo carriers and mothers are down to the judgment of the Equibreed UK veterinary team. Multiple factors are taken into consideration from their size, temperament, experience, and health status.

4. Semen & Stallions

Owners must ensure that they are fully aware of the terms and conditions of their chosen stallion, and that any specific requirements have been supplied to Equibreed UK in writing.

All semen costs are the responsibility of the mare's owner unless otherwise advised in writing. Equibreed UK is not responsible for semen that is supplied incorrectly labeled, accompanied by incorrect paperwork, in an unsuitable condition on arrival, or which fails to arrive.

4.1 Frozen Semen

- a. Frozen semen is stored at the stud at the owner's own risk, and the owner is responsible for the insurance of the semen.
- b. Equibreed UK reserves the right to charge for the storage of any frozen semen that is unused.
- c. Requests to move or destroy frozen semen must be made in writing.
- d. No guarantees are given concerning the fertility of any semen stored with, or moved to or from, Equibreed UK.

4.2 Stallions Standing At Equibreed UK

- a. Semen sent out from stallions standing at Equibreed UK must be ordered 24hrs before collection is needed by completion of a semen request form.
- b. Payment for collection and shipping costs must also be received prior to any semen being sent out.

5. Livery

- a. Horses in individual/restricted turnout may be kept stabled where deemed necessary by weather or poor conditions. We will try to keep owners informed where possible. Stabled livery will be at the expense of the owner.
- b. Equibreed UK reserves the right to stable or feed mares at grass, as they consider most beneficial to the care of the mare/and or foal.
- c. Recipient mares provided by owners will be charged livery from the day that they arrive. Recipient mares provided by Equibreed UK will be charged livery from day 1 of pregnancy only if they are scanned in foal at 42 days.
- d. Horses will be wormed on a regular basis and the owner charged accordingly. All horses will have their feet trimmed as necessary and the owner charged for the service.
- e. Veterinary assistance will be called in when deemed necessary. Any work completed will be charged to the owner. In the event of emergency treatment, all efforts will be made to contact the owner prior to treatment, but in the event that the owner is not available, Equibreed UK vets/Chess Valley Equine vets will administer the treatment they consider to be the most appropriate and in the best interests of the horse, and charge the owner accordingly.
- f. Equibreed UK reserves the right to raise livery charges to accommodate additional feed due to a mares specific requirements where necessary.

6. Health Tests

- a. All horses must be swabbed for CEM, and blood tested for EVA, EIA and Strangles before arriving at the centre. This includes donor mares for AI/ET/foaling, stallions, and recipients returned empty post-weaning. Horses will not be allowed onto the centre without prior receipt of these tests.
- b. All horses must be kept up to date with vaccinations for influenza and tetanus.
- c. All horses will be clinically examined on arrival at the centre. Any horse showing signs of clinical disease will be isolated, or not admitted to the centre.
- d. Isolation will be at the cost of the owner (with prior notification where possible) and is at Equibreed UK's vet's clinical discretion. Equibreed UK reserves the right to refuse admittance to any horse onto the premises, and to require the removal of any horse from the premises forthwith.
- e. All clients must complete a health certificate for their horse prior to arrival at the centre confirming that the horse has not been exposed to infectious disease

7. Payment and Fees

7.1 Stallion Nomination Fees

- a. All stallion nomination contracts must be organised and signed before any mares are inseminated, and it is the responsibility of the mare's owner to ensure that this is completed.
- b. Mare owners understand that all information regarding the outcome of inseminations, pregnancy checks and flushing results will be disclosed to the stallion owner/agent in order to allow them to correctly invoice the nomination fees.
- c. Twin embryos are likely to incur two nomination fees.
- d. Nomination fees will be payable up front to the stallion owner.

7.2 In Foal Fee

- a. An in foal fee will be charged at 42 days of pregnancy when a mare has been scanned in foal. This applies to all mares- whether for AI or ET.

7.3 Livery

- a. Livery will be charged one month in advance.
- b. Additional Livery costs such as farrier fees will be charged in arrears

7.4 Payments, Deposits and Defaults

- a. In any case where Equibreed UK is in possession of any owner's horse or other property as licensee, bailee or for any other reason, Equibreed UK will hold a possessory lien in respect of any unpaid fees or disbursements. If after 30 days any fees remain outstanding the title to any such horse or equipment will pass to Equibreed UK absolutely who may then sell such horse or equipment to recover any outstanding monies together with the costs of the sale transaction. The balance of any such monies after settlement of the costs and fees will be paid to the owner.
- b. All invoices must be paid within 7 days of issue. In accordance with the rights provided by the agreed possessory lien horses will not be allowed to leave the centre until an invoice is paid in full. For horses being picked up by a third party, arrangements must be made to settle the invoice in full prior to the horse being picked up. Third parties collecting horses may be required to satisfy Equibreed UK that they have proper authority to collect the horse.
- c. Equibreed UK reserves the right to charge a deposit at the time of the horse's arrival. For large contracts in excess of £5,000.00, a deposit of 25% of the total value of the contract will be payable. VAT will be charged on all accounts.

- d. Interest will be charged on all outstanding accounts at a rate of 10% per annum over the base rate of Barclays Bank and shall accrue on a daily basis.
- e. Any invoice outstanding will be referred to a debt collection agency and will be subject to a surcharge to cover the costs incurred. This surcharge, along with all other charges and legal fees will be the responsibility of the owner.
- f. Legal title to any foal resulting from an insemination or embryo transfer undertaken by Equibreed UK shall remain the sole property of Equibreed UK until all outstanding fees (including interest if applicable) have been paid and cleared in full.

7.5 Arbitration & Mediation

- a. Equibreed UK aim to resolve complaints in a fair, timely, cost-efficient and independent manner
- b. In the instance where a resolution cannot be met between Equibreed UK and the owner either party can appoint an independent mediator or arbitrator, this process is voluntary and can be used to expedite a complaint or debt resolution before engaging a legal court
- c. The owner understands that the RCVS does not involve itself in financial disputes
- d. Equibreed UK may choose to use a veterinary specific mediation service such as The Veterinary Client Mediation Service provided by Nockolds Solicitors who are regulated by the Solicitors' Regulation Authority

8. Insurance

- a. Equibreed UK accepts no responsibility for insuring visiting horses and does not carry insurance cover.
- b. It is the owner's responsibility to ensure that the horse is adequately insured.
- c. It is the owner's responsibility to notify their insurers that their horse is temporarily resident otherwise than at their declared insured location.
- d. Insurance of a pregnant embryo post - 42 days is the responsibility of the owner.

9. Price Lists

- a. Equibreed UK publishes pricelists on the website, have copies available to email or collect from the office.
- b. Members of staff can explain fees and potential additional charges, packages and billing with owners should they need to.



Signed:.....

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Representative or Owner

Print Name:

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Date:

Home Address:

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Contact Tel:

Email:

Signed:.....

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Equibreed UK Ltd

Print Name:

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Date:

