

R L MATSON & SON TRADING AS
TWEMLOWS STUD FARM EQUINE REPRODUCTION CENTRE ('THE STUD')

GENERAL TERMS & CONDITIONS 2019

1. Artificial Insemination (AI), Embryo Transfer (ET) & Foaling: Mares taken at livery for AI/ET with Fresh, Chilled or Frozen semen and for foaling. Fresh from resident/walk in stallions, chilled from UK/Europe and frozen from world wide. The best arrival time for mares is just before they are due to come in season. Their follicular development will then be constantly monitored to obtain the optimum timing for insemination. It is Stud policy to scan all mares.

2. Equine Viral Arteritis (EVA): All liveried horses are required to be blood tested for EVA within the 28 days before arrival at Stud. Copy of blood result to be sent to 'the stud' by post, email or fax in advance of the horse arriving.

3. Strangles (Streptococcus Equi): All liveried horses are required to be blood tested for Strangles within the 28 days before arrival at Stud. Animals that have been vaccinated against strangles will require a guttural pouch washout before arriving at the stud.

All blood tests should be sent to an approved laboratory and copy of results to be sent to 'the stud' by post, email or fax in advance of the horse arriving.

4. Equine Influenza/Tetanus & Herpes: Mares to have a current flu vaccination before coming to stud; it is highly recommended all mares are up to date with vaccinations.

5. Booking Form: All owners/agents are required to fill in and sign 'the stud' booking form when they bring their horse to stud. If the horse is sent with a third party the form must be completed and signed before the mare arrives.

6. Passports: It is a legal requirement that horses are accompanied to the stud with their passport. For horses born after 1st July 2009 regulations require horse passports to be linked to a Microchip Identification; 'the stud' offers a microchipping service. If Section 9 of the passport is not signed, the Stud reserve the right to sign this section if drugs are administered which require this to be done.

7. In Foal Fee: Applicable for all mares leaving the stud scanned in foal to fresh, chilled or frozen semen. The in foal fee includes insemination costs and all the handling associated with the veterinary work. If a mare leaves before her pregnancy scan it will be assumed that she is in foal and the fee will be payable before leaving the stud. If subsequently she is found to be not in foal before October 1st and confirmed by a vet's certificate, the 'in foal fee' will be returned.

8. Payment. All fees must be paid before the horse leaves the stud. We reserve the right to charge a deposit at the time of the horse's arrival, which will be deducted off the horse's **final invoice**. Generally invoices will be raised on a calendar month basis and must be settled by the 15th of the following month unless the horse leaves prior to that date, in which case payment must be made prior to departure. "Fees" includes livery, veterinary work and other costs but not stallion fees. Owners who send a third party to collect their horse must make arrangements to pay in advance of collection. VAT is charged on all accounts. Payment may be made in cash or by debit or credit card or by bank transfer. **Horses will not be allowed to leave before payment is made in full.** Interest will be charged on outstanding amounts from the due date until the actual date of payment (as well as before judgement) at a rate of 4% per annum over base rate of NatWest Bank plc from time to time in force which shall accrue on a daily basis. Any invoice outstanding will be referred to a debt collecting company and will be subject to a surcharge to cover the costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the owner and will be legally enforceable.

9. Embryo Transfer agreements must be signed and adhered to the conditions set out on the Recipient Mare Hire Agreement Form. Legal title to any embryo or foal resulting from an insemination or embryo transfer undertaken by Twemlows Stud Farm shall remain the sole property of R L Matson & Son until all outstanding fees (together with interest if applicable) have been paid in full and cleared through the bank account.

10. Stallion Stud Fees: The mare owner to pay the Stallion owner prior to the mare being artificially inseminated.

11. Additional Feed Requirements: The Stud reserves the right to raise livery charges to accommodate additional feed due to an individual mare's requirements or adverse weather conditions.

12. Hind Shoes & Farrier: Please ensure horses arrive at stud without hind shoes (an exception is made for horses being housed individually at the appropriate rate). All horses will have their feet trimmed when necessary and any costs charged to the owner's account. Any specific shoeing requirements must be notified to the Stud when the horse is booked in.

13. Worming: All horses will be wormed regularly and the owner charged accordingly. Faeces samples will be taken if deemed necessary.

14. Veterinary: Assistance will be called in when deemed necessary by the Stud and the work will be carried out by the Stud's resident vet or by the supporting practice, Fyrnwy Equine Clinics; all costs will be chargeable to the owner. All vaccinations/blood tests/swabs carried out by the Stud are chargeable to the owner.

15. Insurance: The Stud accepts no responsibility for visiting horses and does not carry insurance cover; it is the owner's responsibility to provide their own insurance cover.

16. Horses whilst at Twemlows Stud Farm will receive every possible care, attention and supervision, but the Stud accepts no responsibility whatsoever for accident, theft or disease, nor does the Stud give any express or implied guarantee of success.

17. All mares are AI / ET / ICSI / OPU / foaled at their owner's risk and the Stud is not liable for any damages or compensation in respect of any injury or damage howsoever caused to any horse, including (but not limited to) that caused through AI / ET/ ICSI / OPU /foaling.

18. Owners must accept that while their horse is at Twemlows Stud Farm it is at their risk - no responsibility for the animal and any belongings left at stud can be accepted by the Stud and all liability claims, damages, costs, loss and expense of any kind whatsoever are hereby expressly excluded.

19. The Stud is not responsible for semen supplied which is: incorrectly labelled, arrives with incorrect paper work or in an unsuitable condition upon arrival. Similarly the Stud is not responsible for the failure of semen to arrive on time.

20. Frozen semen stored at the Stud on behalf of stallion and mare owners is done so at their own risk and they are responsible for insurance of the semen. The Stud reserves the right to charge for the storage of any frozen semen if it is held over from one stud season to the next.

21. The Stud reserves the right to refuse entry to the stud to any horse in the event that any of these conditions are not complied with or where they consider that horse to be an unacceptable health and safety risk or for any such reason.