

- 1) **Customer** – the reference to the “Customer” in these terms is to the legal Owner of the horse and/or the Agent acting for and on behalf of the Owner as appropriate. Where the Customer comprises of more than one person (such as an Owner and an Agent), those persons shall be jointly and severally liable for their obligations under these terms and the Stud may take action against, or release or compromise the liability of, a co-obligor without affecting the liability of any other co-obligor.
- 2) **Equine Viral Arteritis (EVA) and Strangles (Streptococcus Equi)** – all livered horses are required to be blood tested for EVA and Strangles. Horses that have been vaccinated against Strangles will require a guttural pouch washout before arriving at the Stud. The Customer must provide the Stud with a copy of the blood test results from an approved laboratory showing that the horse has been tested for and is free from EVA and Strangles in advance of the horse arriving at the Stud.
- 3) **Equine Influenza and Equine Tetanus** – prior to entry to the Stud, the horse must be up to date with its twelve-month booster vaccinations or the horse must have received the primary vaccinations not less than two weeks prior to arrival.
- 4) **Hind shoes** – unless the horse is to be stabled individually, the horse must arrive at the Stud without hind shoes. Any specific shoeing requirements must be notified to the Stud when the horse is booked in.
- 5) **Mare Booking Forms** – The relevant Mare Booking Form must be completed and signed by the Customer. If the horse is sent with a third party the relevant Mare Booking Form must be completed and signed before arrival to the Stud. The Stud shall not carry out any reproductive work unless and until the relevant Mare Booking Form has been signed by the Customer and received by the Stud. The Stud is not responsible for any delay caused as a result of any incorrect or missing information provided in the relevant Mare Booking Form. The Stud reserves the right to charge for any additional work required as a result of any incorrect or missing information in the relevant Mare Booking Form.
- 6) **Passport** – the horse must be accompanied by their passport when arriving at the Stud. For horses born after 1 July 2009, the passport must be linked to the horse’s microchip identification; the Stud offers a micro-chipping service for an additional fee if the horse is not microchipped. The Stud reserves the right to sign section IX Part II of the passport (or section II Part II for passports issued from 1 Jan 2016) if it is unsigned when a horse arrives on stud (unless the Customer specifies in writing that they wish for their horse to remain in the food chain) and if drugs are administered which require this section to be signed. The Stud reserves the right to refuse entry to any horse in the event that any of the above conditions are not complied with or where
  - 7) **Services** – the reference to the “Services” in these terms is to the reproductive and livery services set out in the relevant Mare Booking Form and selected by the Customer and also to any Routine Veterinary Work carried out by the Stud.
  - 8) **Routine Veterinary Work** – means veterinary work related to the provision of reproductive services offered by the Stud, including scans, call outs, drugs and pregnancy diagnosis scans at 15 days, 28/30 days and 42 days. It does not include any other veterinary work, such as (but not limited to) taking faecal samples and worming, swabs, blood tests, vaccinations, twinning, caslicks, lavage, endometritis treatments and/or any other non-routine veterinary matters. All non-Routine Veterinary Work will be invoiced to the Customer separately.
  - 9) **Time shall not be of the essence** – any dates provided by the Stud shall be estimates only. Time shall not be of the essence for the performance of the Services.
  - 10) **Cancellation** – the Customer may cancel the Services immediately by giving the Stud written notice. If the Customer has made any payment to the Stud for any Services which the Stud has not yet provided, these sums will be refunded to the Customer as soon as is reasonably possible. If the Stud has provided Services that the Customer has not yet paid for, the sums due will be deducted from any refund due to the Customer or, if no refund is due, the Stud will invoice the Customer for those sums and the Customer will be required to make payment. Once the Stud has begun providing the Services, the Stud may cancel the Services at any time by giving the Customer written notice. If the Customer has made any payment to the Stud for any Services the Stud has not yet provided, these sums will be refunded to the Customer as soon as is reasonably possible. If the Stud has provided Services that the Customer has not yet paid for, the sums due will be deducted from any refund due to the Customer or, if no refund is due, the Stud will invoice the Customer for those sums and the Customer will be required to make payment. If any of the following occur the Stud may cancel the Services immediately by giving the Customer written notice:
    - The Customer has breached the Conditions in any material way and has failed to remedy that breach within 7 Business Days of the Stud asking the Customer to do so in writing; or
    - The Customer fails to make payment on time; or
    - The Stud is unable to provide the Services due to an event outside of the Stud’s control.
- the Stud deems that the horse is an unacceptable health and safety risk or for any other reason.
- 11) **Fees (Services)** – unless the Stud informs the Customer otherwise, the fees payable for the Services will be as set out in the Stud Prices list provided to the Customer. All prices are exclusive of VAT. The Stud reserves the right to raise the livery charges from those shown on the Stud Prices list to accommodate any additional feed which may be needed due to a horse’s individual requirements or adverse weather conditions.
- 12) **Fees (Veterinary Work)** – veterinary assistance will be called in as and when deemed necessary by the Stud and will be carried out by the Stud’s resident veterinarian or by the Stud’s supporting practice, Fyrnwy Equine Clinics (or such other veterinary practice as the Stud may instruct from time to time). Routine Veterinary Work will be included in the fees charged to the Customer for the Services provided by the Stud. All or any non-Routine Veterinary Work which may be required will be charged to the Customer separately. Some medications used can be licensed for use in other species or humans and may be prescribed in accordance with the cascade .
- 13) **Fees (In Foal Fee)** – the In Foal Fee is applicable to all mares leaving the Stud which are 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. Should the mare leave the Stud before the pregnancy scan, the parties will assume that the mare is in foal and the In Foal Fee will be due and payable. If, prior to 1 October of the year the Mare leaves the Stud, the Customer provides the Stud with a certificate from a qualified veterinarian certifying that the mare is not in foal, then the Stud shall refund the In Foal Fee to the Customer as soon as is reasonably possible.
- 14) **Fees (Stallion Stud Fee)** – the Customer must ensure that the Stallion Stud Fee has been paid to the owner of the stallion prior to the mare being artificially inseminated and provide proof to the Stud that the fee has been duly paid.
- 15) **Fees (Storage Fees)** – the Stud reserves the right to charge the Customer for the storage of any frozen semen or embryos.
- 16) **Deposit** – before the Services are provided, the Stud may require that the Customer pay a deposit towards the fees payable for the Services. The deposit must be paid in full prior to the horse’s arrival at the Stud. Any deposit paid will be deducted from the Stud’s final invoice.
- 17) **Use of Animal Details** - Animal’s details, including but not limited to, samples or data collected and test results, may be stored and used to further our knowledge of physiological and disease processes.

**18) Payment of fees** – all fees payable to the Stud (including fees for the Services, the In Foal Fee, fees due for any non-Routine Veterinary Work, farriers fees, faeces sampling and worming fees or storage fees) will generally be invoiced to the Customer on a calendar monthly basis and will fall due for payment in full and in cleared funds on or before the 14<sup>th</sup> day from the date of invoice. Where the horse is due to leave the Stud before the 14<sup>th</sup> day from the date of invoice, then any outstanding invoices shall fall due for payment on or before the day prior to the horse's departure date. The Stud accepts payment by cash, credit or debit card or by bank transfer. VAT is charged on all accounts.

**19) Interest** - Where the Customer fails to make payment in accordance with clause 17, the Stud shall be entitled to charge interest on the overdue sum from the due date up to and including the date of payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% per annum above NatWest Bank plc's base rate from time to time, but at 4% per annum for any period when that base rate is below 0%. Any outstanding invoices will be referred to a debt collection agency and all enforcement costs and expenses, together with any legal costs incurred by the Stud, will be payable by the Customer pursuant to clause 22 of these terms. Horses will not be allowed to leave the Stud before payment of all fees and accrued interest has been made in full in cleared funds to the Stud.

**20) Loss of a foal** – For the avoidance of doubt, the Customer shall not be entitled to a refund if the mare loses a foal either before, during or after foaling.

**21) Lien and power of sale** – in addition to any other right or remedy available to it, the Stud will have a lien and power of sale over the Customer's horse and any other property left by the Customer at the Stud (together, "the Customer's Property") for any fees, costs or expenses charged under or in connection with these terms (including any interest which may have accrued under clause 18) or any Recipient Mare Hire Agreement. If any such sum remains unpaid (in full or in part), then the Stud shall be entitled to:

- retain the Customer's Property in its possession until full payment is made; and
- dispose of the Customer's Property (including the horse) in such a manner and at such price as the Stud thinks fit on the expiry of 21 days' notice to the Customer. Such notice must be given in writing, given in person or sent by first class post to the Customer's last known address, state the amount due and state the Stud's intention to dispose of the Customer's Property unless the amount due is paid in full by the expiry of the notice period. Any notice given in

person is deemed received at the time of delivery. Any notice sent by first class post is deemed received on the second business day after posting to the Customer's last known address.

The Stud will apply the proceeds of disposal as follows: (1) payment of disposal costs, (2) payment of outstanding fees, costs and expenses (including interest) charged under or in connection with these terms or any Recipient Mare Hire Agreement, (3) payment of any other costs and expenses, including livery and veterinary costs of caring for the horse during its retention pending disposal, and (4) payment of any remainder to the Customer.

**22) Retention of Title (Embryo Transfer)** - with regards to any Embryo Transfer and Mare Hire required, the Customer must sign the Recipient Mare Hire Agreement and the Customer will be bound by the terms contained therein. The Stud retains title in any foal resulting from the Services provided until such time as the Stud has received, in full and cleared funds, payment of all fees, costs or expenses (including interest) charged under or in connection with these terms or any Recipient Mare Hire Agreement. For the avoidance of doubt, these terms apply to any Recipient Mare Hire Agreement.

**23) Indemnity** – the Customer shall indemnify the Stud against all costs, expenses, damages and losses (including but not limited to any direct or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Stud arising out of or in connection with the Customer's failure to perform or discharge their obligations under these terms or any Recipient Mare Hire Agreement and/or the enforcement of these terms or any Recipient Mare Hire Agreement

**24) Limitation of Liability** – nothing in these terms seeks to exclude or limit liability for death or personal injury caused by the Stud's negligence, fraud or fraudulent misrepresentation, for the Stud's failure to perform the Services with reasonable care and skill or the Customer's legal rights as a consumer. Except for any legal responsibility which the Stud cannot exclude in law, the Stud is not legally responsible for:

- losses that were not foreseeable by the parties when the contract was formed, or which were not caused by any breach on the Stud's part.
- business losses including (but not limited to) any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- losses to non-consumers.
- loss or damage caused to the horse and/or to any of the Customer's belongings which are left at the Stud

arising from (but not limited to) theft, accidental death or injury, loss or damage otherwise resulting from the reproductive services provided to the horse.

- loss or damage suffered as a result of semen or embryos which is supplied to the Stud late, incorrectly labelled, with incorrect accompanying paperwork or which is otherwise provided in an unsuitable condition for the provision of the Services; or
- loss or damage caused to frozen semen or embryos which are stored by the Stud at the Customer's request.
- The Customer is strongly recommended to obtain their own insurance cover for any horses or belongings left at the Stud and/or any frozen semen or embryos which the Customer requires the Stud to store.

**25) Force Majeure** – the Stud will not be liable for any failure or delay in performing its obligations which results from any cause that is beyond the Stud's reasonable control.

**26) Assignment** - the Stud may transfer or assign its obligations and rights under these terms to a third party (such as, for example, if the Stud sells its business). If this occurs, the Stud will inform the Customer in writing. The Customer's rights will not be affected and the Stud's obligations under these terms will be transferred to the third party who will remain bound by them. The Customer may not transfer or assign its obligations under these terms without the Stud's express written permission.

**27) Third Parties** – these terms are between the Stud and the Customer and, unless expressly stated otherwise, does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these terms.

**28) Severance** - if any of the provisions of these terms are found to be unlawful, invalid or otherwise unenforceable by any Court or other authority of competent jurisdiction, that/those provision(s) shall be deemed severed from the remainder of these terms and the remainder of these terms shall be valid and enforceable.

**29) Governing law and jurisdiction** – these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or their subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or their subject matter or formation.