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## TERMS AND CONDITIONS

### General Terms & Conditions

#### LG SPORHORSES STUD ('THE STUD')

##### 1. Artificial Insemination (AI):

Mares taken at livery for AI with Fresh/Chilled semen fresh/chilled from resident stallions, chilled/frozen from UK/Europe. 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 mares are required to be blood tested for EVA within the 28 days before arrival at Stud. A copy of the blood result must be sent to 'The Stud' by post, email or fax, in advance of the mare arriving.

##### 3. Strangles (Streptococcus Equi):

All liveried mares are required to be blood tested for strangles within the 28 days before arrival at Stud. Blood samples should be sent to the Animal Health Trust in Newmarket. Copy of the blood result to be sent to 'The Stud' by post, email or fax in advance of the mare arriving.

Mares that have been vaccinated against strangles will require a guttural pouch washout before arriving at the stud.

##### 4. Equine Influenza/Tetanus & Herpes:

All mares must be up to date with vaccinations. If annual boosters are required whilst the mare is at the stud then 'The Stud' must be notified prior to the mare arriving and costs will be charged to the owners account.

##### 5. Mare Booking Form:

All owners/agents are required to complete the online Mare Booking Form. If the mare is sent with a third party the form must be completed and signed before the mare arrives at The Stud.

##### 6. Mare Passports:

It is a legal requirement that mares 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 Declaration concerning administration of medicinal treatments must be signed to exclude the horse from the human food chain (DEFRA Regulations).

##### 7. Payment:

**All fees must be paid before the mare leaves the stud.** We reserve the right to charge a deposit at the time of the mare's arrival, which will be deducted off the mare's final invoice. Usually invoices will be raised on a calendar month basis and must be settled with 7 days after date of invoice unless the mare leaves prior to that date, in which case payment must be made prior to departure. Mare owners who send a third party to collect their mare must make arrangements to pay in advance of collection. VAT is charged on all accounts. Payment may be made by bank transfer or by debit or credit card or by a cleared cheque. In the case of credit cards a 2% charge will be added to the account. **Mares 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 Nat West Bank plc from time to time in force which shall accrue on a daily basis.

##### 8. Legal title to any foal:

Any foal resulting from an insemination undertaken by The Stud shall remain the sole property of The Stud until all outstanding fees (together with interest if applicable) have been paid in full and cleared through our bank account.

##### 9. Additional Feed/Bedding Requirements:

The Stud reserves the right to raise livery charges to accommodate additional feed due to an individual mares requirements or adverse weather conditions.

##### 10. Hind Shoes & Farrier:

Please ensure mares arrive at stud without hind shoes (an exception may be made for mares being housed individually at the appropriate rate). **Mares and foals will have their feet trimmed when deemed necessary and costs charged to the owner's account.** Any special shoeing requirements must be notified to The Stud when the mare is booked in.

##### 11. Worming:

Mares and foals will be wormed regularly and the owner charged accordingly. Faeces samples will be taken if deemed necessary.

Mares being turned out whilst at the Stud will be wormed on arrival regardless of whether they have been wormed prior to arriving at The Stud.

**12. Veterinary:**

Assistance will be called in when deemed necessary by The Stud. The work will be carried out by Ashbrook Equine Hospital who will charge accordingly for their services. Ashbrook will administer the treatment they consider appropriate and in the best interests of the horse. All vaccinations/blood tests/swabs carried out by the Stud are chargeable to the owners.

**Any emergency out of hours call outs or emergency treatments for reasons of injury whilst at The Stud are chargeable to the owner.**

**13. Rectal tears:**

Ultrasound scanning of the mare's reproductive tract carries a small inherent risk of fatal rectal tear. The Stud and the attending veterinary surgeon will take all reasonable precautions to prevent this, but the risk cannot completely be avoided due to the unpredictable nature of some horses. Neither Ashbrook Equine Hospital nor The Stud will be held responsible in the unlikely event of such an accident.

**14. Insurance:**

The Stud accepts no responsibility for visiting mares and foals and does not carry insurance cover; **it is the owner's responsibility to provide their own insurance cover.**

**Confirmation of the insurance held by the owner may be requested prior to the horse arriving at the Stud.**

**15: Collection, Shipping Charges & Containers:**

You the owner acknowledge that there is a collection fee of £97 + VAT for each fresh and chilled semen collection. This is not included in the stud fee. The Stud Fee is the fee the stud charges for using a particular stallion. Please refer to the details for each nominated stallions fee on the website.

You also acknowledge that there will be a relevant shipment charge for all types of semen (fresh, chilled & frozen). It is your responsibility to return the shipping container to the relevant address. The Stud will not accept responsibility for any charges incurred for late return. The stud, collection and shipment fee should be paid by the owner prior to collection. The stud has the right to withhold collection/shipment of semen from any stallion until payment has been settled.

**16:No Foal Free Return (NFFR).**

If the mare in question is certified barren 'not in foal' 45 days after insemination by the Owner's/The Stud's veterinary surgeon., then a free return can be requested. If the mare loses her foal after the 45 day period, then a free return cannot be given. The return may carry forward one year to the following season. Only one free return may be given per paid attempt. The owner must accept that the collection and any relevant shipping/charges listed above still apply.

Further collections can be arranged on a case-by-case basis but are subject to recovery of The Studs direct costs for carrying out such collections.

**17.** Mares and foals whilst at The Stud 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.

**18.** All mares are inseminated and foaled at their owner's risk and The Stud is not to be liable for any damages or compensation in respect of any injury or damage whatsoever caused to any mare/foal, including (but not limited to) that caused through artificial insemination or foaling.

**19.** Owners must accept that while their horse is at The Stud it is at their risk – no responsibility for the mare and foal can be accepted by The Stud and all liability claims, damages, costs, loss and expense of any kind whatsoever are hereby expressly excluded.

**20.** 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.

**21.** 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. We reserve the right to charge for the storage of any frozen semen if it is held over from one stud season to the next.

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

## Veterinary Breeding Charges

Veterinary work at The Stud will be performed by Ashbrook Equine Hospital. **All veterinary fees must be paid in full to Ashbrook before the mare leaves the stud.** Veterinary work associated with artificial insemination will be charged on a 'per cycle' basis, as detailed below:

**Fresh/chilled semen package:**

**£295 + VAT per cycle**

This will include:

All scans associated with artificial insemination.

One injection of prostaglandin to short-cycle the mare.

One dose of 'Chorulon' to induce ovulation.

Uterine lavage with 1 X1l saline

One dose of intra-uterine antibiotics, if necessary.

Unlimited oxytocin injections.

Excluded from the package:

Non-routine drugs *e.g.* sedation.

Additional litres of saline for uterine lavage (~£6/l)

Caslick

Squeezing of twins

Investigation and treatment of infertility (*e.g.* endometrial swab and biopsy)

External lab fees

VAT

Estimated prices are available on request for any procedures not included in the package.

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