

## Tomlinson Equine Ltd Terms and Conditions.

These terms and conditions form the basis on which Tomlinson Equine Ltd (TE) conducts itself, therefore we expect all clients to read these in full before working with us. If there are any queries about any part of these terms, please contact the office. By signing any paperwork, forms or TE documents the client confirms that they have read and understand the price list and agreeing to abide by the terms and conditions below.

### 1. General:

- Clients are responsible for all insurance cover for any horses belonging to them while under the care of TE.
- All horses at TE receive all possible care and attention; however we accept no responsibility for damage, theft or disease to any animal. We also reserve the right to request veterinary assistance as we deem necessary and the client will be charged for clinical fees accordingly by the attending vet.
- For animals under the care of TE, it may be necessary for our members of staff to administer more than basic first aid eg. IV and IM injections, to client owned horses; in these cases the staff are suitably competent and capable and are always under the supervision and authority of a veterinary surgeon. Their experience and ability is continuously monitored and they are trained in the administration of injections as well as appropriate handling of drugs.
- All horses arriving at the centre must be accompanied by a current passport.

### 2. Testing Requirements

- TE has specific testing requirements for ALL horses arriving at the centre (including all donors, broodmares, recipients and stallions). Please make sure you fully understand the requirements for your horse and abide by them at all times.
- Testing requirements do vary depending on local, national and international health status. A full summary of current testing and health requirements is available, please ask the office.
- All Donor Mares, Broodmares, Stallions and Client owned Recipient mares must be certified free from **CEM, EVA, EIA and Strangles Blood**.
- Recipient mares returning after weaning must have pre-entery negative results for CEM, EVA, EIA & Strangles Blood

taken no more than 30 days prior to the mare's arrival back at the centre.

- Negative test results must be received by the TE office BEFORE any horse arrives at the centre. We accept faxed, scanned or emails copies of results; we do not require the original certificate.
- Tests for semen or embryo export or freezing, must be submitted to an AHVLA lab and are much more complicated so please contact the office for further details.
- All horses will be clinically examined upon entry into the centre. Any horse showing any signs of clinical disease will be isolated (until disease status is confirmed) or not admitted to the centre. Isolation will be at the cost of the client (with pre-notification) and TE reserve the right to isolate at their own jurisdiction.

### 3. Payment and Fees

- A non-refundable, non-transferrable deposit of £200 + VAT (£240) must be paid at the time of booking in.
- Invoices are raised on a monthly basis and should be paid as soon as possible after receipt by the client. Payments can be made by cheque, BACS transfer or card payments over the phone. A charge of 2.3% is applied for credit card payments, but there is no charge for debit card payments.
- **Without exception, all fees must be paid in full before any horse leaves the centre.**

### 4. Broodmare AI Fees

- Artificial Inseminations carried out by TE are charged on a per cycle basis. The AI fee covers routine scans pre and post insemination, all induction hormones, the insemination and routine pregnancy scans up to heart beat detection.

### 5. Embryo Transfer Fees

- When TE carries out the donor Artificial Insemination, the appropriate AI fee (Fresh / Chilled or frozen) is charged on a per cycle basis.
- TE charge an Embryo Transfer fees on a per procedure basis.
- Non-routine reproductive procedures (such as uterine lavages) are not included in the basic embryo transfer fees.
- Upon the achievement of a 42 day embryo pregnancy, we charge an embryo pregnancy fee plus associated recipient hire and keep costs.

- Livery, semen collection, courier, postage, transport and other non-routine reproductive and clinical veterinary work are charged in addition.
- There are pros and cons to using Fresh / Chilled semen versus Frozen Semen; please explore all the options thoroughly before you start and ask us should you have any queries.
- We charge for a pregnancy scan at 60 days but clients are encouraged to get an independent scan if they wish. If this is the case, and the recipient mare is found not pregnant, the client has 7 days from the 60 day date to submit a certificate of non-pregnancy and the embryo transfer fee, 60-day scan fee and recipient hire fee will be refunded as applicable.

## 6. Recipient Mares

- Vaccinations – TE do not routinely have all their recipient mares up to date with Flu vaccinations (all are up to date with Tetanus); please inform TE at the time of booking in should you specifically require a recipient mare to be fully up to date with a course of Flu vaccinations. In these cases we expect the client to administer any Flu and Tetanus vaccinations that are due when under their care, in order that they remain up to date, otherwise a charge will be made to cover the cost of re starting the primary course.
- Recipient mares can either be hired from us or provided by the client (as long as they are suitable). We work on synchronising 3 recipients to 1 embryo and although we are usually successful at achieving synchrony in a client owned recipient mare, we cannot guarantee to be able to do so. If, at the time of flushing, a client recipient is not suitable we will endeavor to make the client aware but will transfer into a suitably synchronised TE recipient mare (unless requested otherwise in writing prior to flushing) which will incur standard recipient hire and keep costs.
- All pregnant recipient mares must reside with us until they are scanned 60 days in foal, at which point they can leave the centre.
- Maiden mares – sometimes it is necessary for us to use TE recipient mares that are maiden. Please let us know at the time of booking, if you specifically do not want us to use a maiden recipient mare.
- Rented recipient mares must be returned in a healthy condition otherwise there will be an extra charge of £850. This includes a good body condition and evidence of regular worming and foot trimming. If a rented recipient mare dies during the rental period, the passport must be returned to TE along with a veterinary certificate confirming date, time and cause of death (if known). A post mortem is not required. In the event of death of a rented recipient the hirer is responsible for the rental fee plus an £850 surcharge. Any veterinary costs incurred for the recipient mare during the rental period are the

responsibility of the hirer. In a few circumstances, recipient mares owned by 3<sup>rd</sup> parties may be insured for major veterinary fees, so please contact us urgently if any veterinary or other problem arises with a recipient mare so that we may update the owner accordingly.

- Recipients returning to us after weaning require valid negative results for CEM, EVA, EIA & Strangles Blood (please remember that all test results are only valid for 30 days so the mare must return back to us within 30 days of the tests being done). Please inform the office with at least 2 weeks notice as to when the mares is intended to be returned, so that we can be prepared as necessary. We do not accept recipients back from weaning for 2 weeks over the Christmas and New Year period.
- Passport – Please do not change (or administer medicines necessitating a change in) the human consumption status of any recipient mare passport. If you have any queries or problems regarding this please contact the office in the first instance.

## 7. Keep Charges

- All horses can be kept on whichever livery is most suitable for them; Stabled (with or without turnout) or Grass livery (group or individual).
- During the early part of the breeding season (March – May), grazing and turnout may be limited due to the wet ground. It may therefore be necessary for horses to be stabled or on grazing rotation according to paddock availability.
- We feed any resident mares with a basic stud ration according to the owner's requirements. We are able to feed any requested extra hard feed or supplements however, this is not included in the livery costs and will be charged as extra.
- Donor mares can reside at the centre, travel to the centre for each procedure or (dependant on location) TE vets can travel out to carry out work at the client's yard. Time of insemination is crucial and may require more than one examination to inseminate your mare at the right time. We find that better results are achieved if insemination is carried out at our centre but it is possible for your own vet to inseminate your mare in close association with our centre.
- Worming – horses will be faecal egg counted and wormed as necessary on a regular basis and costs charged to the client.
- Recipient mares provided by the client will be charged for keep from the day they arrive. Recipients used from our centre will be charged keep from day 1 of pregnancy only if she is pregnant at 42 days.
- Any mares that are uncollected with amounts still outstanding on the account by 19<sup>th</sup> December will incur increased keep charges.

- Any horses that need to stay at the centre in isolation will have isolation set up and isolation daily charges added to the normal livery charge.

#### **8. Semen Costs**

- All semen costs are the responsibility of the mare owner.
- There are often peripheral costs associated with semen such as collection, handling, transport, postage and container fees and these are dependant on the centre collecting / sending the semen for the insemination.
- Clients must make sure that they are fully aware of their chosen stallion's terms and conditions and make sure that you advise us of any specific requirements in writing.
- TE is not responsible for (and accepts no liability for) semen supplied that is incorrectly labelled, has incorrect or incomplete instructions regarding thawing or dose usage per cycle, arrives with the incorrect paperwork, fails to arrive on time or is in an unsuitable condition on arrival.
- TE does not hold responsibility for insuring frozen semen stored at our centre, the client is responsible for any insurance cover required.
- Mare owners should be aware that by agreeing to our terms and conditions they authorise TE to disclose information regarding inseminations, flushings and pregnancy diagnosis to the relevant stallion agent/owner as is required by them in order to correctly invoice nominations.
- **Please be aware that TE will categorically not inseminate imported semen that arrives without the correct paperwork**, so please ensure the person or centre sending the semen is aware of the necessity for correct paperwork.

#### **9. Insurance**

- TE accepts no responsibility for insuring stallions, mares or foals: It is the owner's responsibility to provide their own insurance cover.
- All successful 60 day pregnancies must be paid for; with all pregnancies there is a small risk that they will not result in a live foal. There is also the possibility that the hired recipient may die during the rental period or be damaged to the extent that she is no longer usable as a broodmare. It is the client's responsibility to insure against the risk of pregnancy or mare loss post 60 days. For further details on post 60-day embryo pregnancy or recipient mare insurance please contact PiersPlunkett at Lycetts on 01672 512512 or [piers.plunket@lycetts.co.uk](mailto:piers.plunket@lycetts.co.uk)

#### **10. Donor Mares**

- Due to the small risk of an embryo either not being successfully flushed or arriving in the uterus after the day of flushing, post-flushing checks are essential to ensure the donor mare's uterus is healthy and that she is not pregnant. Donor mares should be checked usually at least twice between 3 and 8 days post flushing to make sure the uterus is healthy and to ensure they are coming back into season (ie. to confirm she is not pregnant). If the donor mare is not resident at TE or has not been reproductively signed off when she leaves the centre, the owner is responsible for getting their own vet to do the post-flushing checks, or bringing the donor mare back to the centre for the checks.

#### **11. DNA Typing**

- All donor mares are required to have their DNA profile stored at a recognised laboratory and database. TE routinely takes DNA samples from every new donor mare and sends the sample for profiling and storage on a database; the cost of which is charged to the client upon the achievement of the first 60 day embryo pregnancy. We recommend that foals are DNA typed before the age of 6 months since disputes over parentage must be brought forward to us before the foal is 6 months old.

#### **12. Stallions Standing at TE**

- Externally Inseminated mares – Full Stud Fees, semen collection & handling fees and courier / postage costs must be paid for before any semen is sent out. Current negative CEM and EVA results for the mare must be received by the office before any semen is sent out.
- Mares leaving the centre in foal prior to 60 days must pay the balance of stud fee before leaving.
- See Stud Cards for individual stallions terms and conditions.

#### **13. Price List**

- Current Price Lists are available on the website or from the TE Office.
- If there is any part of the price list or the way in which we charge our fees that is not clear please contact the office to go through.