



Tomlinson Equine Ltd and Tomlinson Equine Stud 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 agree to abide by the most recent terms and conditions below.

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 the best 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 e.g. 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 and microchip, if we cannot find a microchip present, we will insert one at the owners cost as it is a legal requirement.
- Clients must provide a fully filled in booking form and health declaration prior to horses arriving at the centre.
- TE reserves the right to refuse any horse arriving who is deemed unfit for breeding, in general poor condition, or showing clinical signs/ symptoms of infectious diseases.

Testing Requirements

- TE has specific testing requirements for ALL horses arriving at the centre (including all donor mares, broodmares, recipient mares, youngstock, foals, 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 Recipient mares must be certified free from **CEM, EVA, EIA and Strangles**. **These tests must be taken after 1st January this year, CEM and EVA are valid for the whole season, EIA and Strangles are valid for 30 days for resident horses, and 90 days for walk-ins.**
- 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 a government lab (APHA) and are very specific depending on the country so please get in touch with the office for more 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.

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Payment and Fees

- A non-refundable deposit of £200 + VAT (£240) will be invoiced at the time of booking and must be paid prior to the horses arrival on site.
- 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.
- Any clients with unpaid invoices will be referred to a debt collector and will incur an admin charge. All subsequent charges relating to debt collecting are to be paid for by the client.
- Without exception, all fees must be paid in full before any horse leaves the centre.

Livery 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).
- Routine farrier trims are included on our Long-Term Livery package for horses 3 years and older any remedial farriery or shoeing is charged as applicable. Short term residents are invoiced for all farrier visits.
- All foals at TE are regularly trimmed by our specialist farrier with guidance from our orthopaedic vet, both are charged as applicable.
- 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.
- All horses arriving at TE will have a FEC on arrival and worming as necessary, these are charged to the client without prior notice. Worming – horses will be faecal egg counted and wormed as necessary on a regular basis and costs charged to the client. Horses most recent worming management should be provided at the time of arrival.
- Recipient mares provided by the client will be charged for keep from the day they arrive.
- Clients with a recipient mare hired from TE will be charged for their livery upon their 42-day positive pregnancy scan. Livery and all other charges are then back dated from day of the donor mare's ovulation on a group grass rate. If a recipient mare is staying at TE for the pregnancy & foaling, they will then move on to long term livery.
- 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.

Veterinary Fees

- Sedation for client mares may be used when necessary and are charged without prior notice.
- We scan resident mares every week leading up their 42-day scan, then every month thereafter. These scans are charged for after the heart-beat scan unless otherwise requested.
- At the discretion of the stud, all foals on site may undergo supervised farrier visits by one of our veterinary surgeons, up until 6 months of age (or until it is no longer needed), unless requested not to. This is charged as extra on top of the farriery charged.

- Foetal Sexing – whilst this is carried out by trained veterinary professionals and we have a good sexing accuracy, 100% accuracy cannot be guaranteed since it is a subjective skill, influenced by many factors including but not limited to foetal position, and age of gestation.

AI Fees

- TE will not inseminate mares onsite without first undergoing a breeding scan.
- TE will not inseminate mares who are not accompanied by both a booking form, and stallion nomination form.
- All mares being inseminated with frozen semen stay onsite at TE.

Embryo Transfer

- Synchrony fees are charged at the time of booking a Walk in Flush/ Chilled Transported Embryos and are to be paid up front, regardless of whether the donor mare ovulates or not.
- 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, TE charges 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.
- We carry out 60-day pregnancy scans on all resident mares, these are charged to the client. We recommend clients with mares offsite to have an external vet carry out a 60-day pregnancy scan.

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 (i.e.. 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.
- TE will not transfer any transported embryos without a complete Chilled Transported Embryo form & DNA Sample submitted by the flushing vet.

Recipient Mares

- TE accept recipient mares returning from weaning once a month for 5 days, starting on the 1st Tuesday of the month until Saturday.
- Vaccinations – 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.

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- All pregnant recipient mares must reside with us until they are scanned 42 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 + VAT. 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 + VAT 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 3rd 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 EIA and Strangles 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.
- Any recipient mares that lose a pregnancy after her 42-day scan are still subject to full Recipient Hire charges, along with paying for any treatment needed as a result of the loss of pregnancy.

Stallions Standing at TE

- Resident mares – Full Stud Fees must be paid prior to insemination.
- Externally Inseminated mares – Full Stud Fees, semen collection & handling fees and courier / postage costs must be paid for before any semen is sent out.
- All Stud Fees are invoiced at the time of semen request and must be paid for up front, prior to insemination.
- See Stud Cards for individual stallions' terms and conditions.

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 dependent on the centre collecting / sending the semen for the insemination. **All these associated costs must be covered by the client.**
- Clients must make sure that they are fully aware of their chosen stallions' 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.
- **At the end of the breeding season, transport costs for sending semen back to the stud who supplied the semen, for whatever reason, and the organisation of this transport must be covered by the client.**

- 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, it is against the law to inseminate mares with semen sent out without the correct Health Certificates and export paperwork**, so please ensure the person or centre sending the semen is aware of the necessity for correct paperwork.

Frozen Semen

- All frozen semen stored at TE is stored at the owner's risk, TE holds no responsibility for insuring any semen stored or handled on site and accept no liability for its damage during handling or storage.
- TE will charge storage for any semen that is unused at the end of the season.
- Requests to move or destroy frozen semen must be made in writing and a Semen Handling Fee may apply.
- TE holds no responsibility or guarantees concerning the fertility of any semen stored with or moved to our centre.

Semen Orders

- Semen cannot be sent out for external inseminations without both the Stallion Nomination Form and Semen Request Form.
- Covering certificates will not be issued to clients who have not submitted both an insemination certificate and pregnancy diagnosis to TE for their mare by 1st October.
- Clients who do not return their semen container within 7 days of recipient will be charged a £25 fee.
- TE does not hold responsibility for a failure of semen request due to either stallion performance, lack of Stallion availability, or shipping issues/ delays.
- For external inseminations TE strongly recommend clients to use inseminating vets listed on the BEVA AI list.
- TE recommends mares to be tested for both EVA and CEM prior to inseminating with semen sent out by TE.
- TE will not send out any subsequent doses of semen to mares without a vet confirming in writing that she is not in foal (including WhatsApp or text message).
- Please see the individual Stallion's Stud Card for the terms of the Stud Fee.

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 **42-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 42 days. For further details on post 42-day embryo pregnancy or recipient mare insurance please contact Piers Plunkett at Lycetts on 01672 512512 or piers.plunkett@lycetts.co.uk

DNA Typing

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- 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 42-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.

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.
- TE reserves the right to change their Price List at any point without prior notice.