

## **TERMS & CONDITIONS OF BUSINESS**

### **THE SERVICE**

Embryos will be collected from the Donor cattle non- surgically, and either transferred direct to recipients employing a non-surgical technique, or frozen for later transfer, according to written prior arrangement.

Embryos surplus to the number of suitable recipients will be frozen. The suitability of the embryos for transfer or freezing will be determined by the E.T. Veterinary team, whose decision in all aspects will be final.

All aspects of the programme will be under the control of a Veterinary.

On Farm – The programming will be carried out by the client's Veterinary surgeon on the instructions from the E.T. Veterinary Team leader. It is important that the client informs his Veterinary surgeon of his intention to carry out Embryo Transfer work.

### **DONOR CATTLE**

The Donor should come from a herd with a good breeding history, which is not under restriction for Brucellosis or Tuberculosis, and where there has been no evidence of EBL or BSE in the 3 years preceding the commencement of E.T. work.

It is the responsibility of the client to comply with the relevant Breed Societies regulations governing embryo transfer, before embryo collection; including DNA and Defect testing.

While every effort is taken to maintain and protect a Donor or Recipients Health Status it cannot be guaranteed and Bovine Genetics will not accept any liability in any change of status.

A copy of the Donor Breed Society registration certificate and BCMS passport must be sent with the Donor for identification purposes.

A DNA certificate must also accompany her if not included on the Breed society's official registration certificate, for proof of parentage of progeny.

The cost of veterinary attention, other than care and treatment and administration of drugs under the embryo transfer programme, will be the responsibility of the client. Such care as shall be undertaken by other Veterinary surgeons and which the E.T Team at its reasonable discretion shall consider necessary shall also be the responsibility of the client.

In the event of the client not being the owner of the Donor, he undertakes that he has the authorisation of the owner to submit the Donor for embryo collection, and he agrees to be responsible for payment of fees due.

If movement of cattle is restricted at the unit or any part thereof, by law, then we shall not be liable for any loss of sales of stock or embryos at home or for export or for loss of production. If restriction is imposed we shall still have the right to charge keep and veterinary attention where applicable and under no circumstances can be held negligent for any costs incurred by the owner.

If a movement restrictions are placed on the Owners herd regardless if the donor is On Centre or On Farm, we must be notified immediately.

### **SEMEN**

It is the client's responsibility to ensure that at least 4 – 5 straws of semen per collection from the service bull of choice are transferred directly to the Embryo centre delivered to Stella Scholes at Bovine Genetics, Folly Fields Farm, Ladbroke Road, Bishops Itchington, Southam, CV47 2RP. The semen Health Status must be declared on the delivery note as, E.U Certified or Domestic, otherwise it will be assumed to be Domestic please request the Semen Company to comply with this.. Semen must arrive at the Centre Fourteen days prior to the collection date.

On Farm, again it is your responsibility to ensure that it gets to you local A.I centre at least Fourteen days prior to the collection date, as insemination takes place seven days prior to embryo collection.

(Please note that it often takes at least one month to move semen around).

The client is full responsible for all semen transfer charges incurred through the A.I. Centre; this will usually be invoiced directly by them.

### **RECIPIENTS & PREGNANCY DIAGNOSIS**

Recipients can be sourced on behalf of clients and blood tested and vaccinated as required, at no time does Bovine Genetics take responsibility for any change in Health Status after such a test, either on Centre or upon their return to farm; all reasonable care will be taken to maintain the status whilst in our care and control.

Recipients should be pregnancy diagnosed at 42 days pregnancy (i.e. 35 days after implant) or thereabouts.

All recipients should be isolated from all other bovines until pregnancy diagnosed, and kept away from any bull; all recipients should be kept on a rising plain of nutrition to help maintain a health pregnancy until eventual PD.

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**INSURANCE**

We shall be under no liability for ill health, infertility or injury or loss of health status to the Donor or recipient whilst in its custody or control, or in transit or any consequent loss or damage incurred thereafter however caused. The client should insure accordingly if he/she so desires.

We shall be under no liability for embryos held in store or in transit on behalf of a client, or for any consequential loss or damage after transfer and again he/she should insure accordingly.

**RETENTIONS**

We are not prepared to release embryos for transfer by a third party until full payment of any outstanding accounts and costs relating to work done or those embryos has been received including the release fee.

**SETTLEMENT**

VAT will be levied at the standard rate where applicable.

Invoices will be sent out monthly for On Centre work, and settlement is due within 14 days of the invoice date. Recipients will be invoiced by pro-forma and paid for in advance of the purchase. Embryos being sent to a third party must pay the release fee prior to them being sent including all freight costs.

On Farm work is payable on the day.

Where appropriate, no property in or title to the goods/service shall pass from us to the client until all accounts have been settled in full. Embryos collected and or transferred will not be registered with the relevant Breed Society until such accounts are settled. (Resultant progeny cannot be registered with a society without certification, and some societies have time limits on E.T. Certificates being lodged, it's your responsibility to comply.)

We reserve the right to amend the price list and the terms of business with immediate effect and without prior notice.

Embryos or Semen In Transit will be at the Clients risk and no responsibility will be accountable to Bovine Genetics for any loss In transit or failure at Border posts. Changes in Export/ Import regulations will be at the Clients risk; and the Nitrogen flask and container will be chargeable to the user.

**ACCEPTANCE**

Acceptance of these terms is implied by arrival/commencement of the programme / treatments or action undertaken.

These terms and conditions may be updated at any time, and can be seen on request or on our Web site:

**[www.bovinegenetics.co.uk/terms-and-conditions/](http://www.bovinegenetics.co.uk/terms-and-conditions/)**

Signature:	
Print Name:	
Date:	

I have read the **Terms & Conditions**