** FFYNNONCADNO IRISH DRAUGHTS**

**FULL TERMS & CONDITIONS**

**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 Ffynnoncadno Irish Draughts may act against, or release or compromise the liability of, a co-obligor without affecting the liability of any other co-obligor.

**Hind shoes** – Hind shoes MUST be removed if the mare is being covered naturally. If the horse has specific shoeing requirements, Ffynnoncando Irish Draughts must be notified as soon as possible.

**Passport** – the horse must be accompanied by their passport when arriving at Ffynnoncadno Irish Draughts. For horses born after 1 July 2009, the passport must be linked to the horse’s microchip identification; Ffynnoncadno Irish Draughts can arrange for a microchipping service to be carried out an additional fee if the horse is not microchipped. Ffynnoncadno Irish Draughts 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 and if drugs are administered which require this section to be signed. Ffynnoncadno Irish Draughts reserves the right to refuse entry to any horse if any of the above conditions are not complied with or where Ffynnoncadno Irish Draughts deems that the horse is an unacceptable health and safety risk for any other reason.

**Services –** the reference to the “Services” in these terms is to the reproductive and livery services set out and selected by the Customer and to any Routine Veterinary Work carried out by Ffynnoncadno Irish Draughts or their preferred veterinary practice.

**Time shall not be of the essence** – any dates provided by the Ffynnoncadno Irish Draughts shall be estimates only. Time shall not be of the essence for the performance of the Services.

**Fees (Services) –** unless Ffynnoncadno Irish Draughts informs the Customer otherwise, the fees payable for the Services will be as set out to the Customer. Ffynnoncadno Irish Draughts reserves the right to raise the livery charges from those given to accommodate any additional feed which may be needed due to a horse’s individual requirements or adverse weather conditions.

**Fees (Veterinary Work) –** veterinary assistance will be called in as and when deemed necessary by Ffynnoncadno Irish Draughts and will be carried out by Ffynnoncadno Irish Draughts preferred practice, Peter Clements Equine, CT o’Meera (or such other veterinary practice as Ffynnoncadno Irish Draughts may instruct from time to time). Veterinary Work will be included in the fees charged to the Customer for the Services provided by Ffynnoncadno Irish Draughts. All Veterinary Work may be charged to the Customer separately.

**Deposit** – before the Services are provided, Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts. Any deposit paid will be deducted from Ffynnoncadno Irish Draughts final invoice.

**Payment of fees –** all fees payable to Ffynnoncadno Irish Draughts (including fees for the Services, fees due for Veterinary Work, farriers’ fees or storage) will generally be invoiced to the Customer prior to the horse’s departure or prior to semen being sent to customer. Where the horse is due to leave Ffynnoncadno Irish Draughts, then any outstanding invoices shall fall due for payment on or before the day prior to the horse’s departure date. Ffynnoncadno Irish Draughts accepts payment by cash or by bank transfer.

**Lien and power of sale** – in addition to any other right or remedy available to it, Ffynnoncadno Irish Draughts will have a lien and power of sale over the Customer’s horse and any other property left by the Customer at Ffynnoncadno Irish Draughts (together, “the Customer’s Property”) for any fees, costs or expenses charged under or in connection with these terms. If any such sum remains unpaid (in full or in part), then Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts 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.

Ffynnoncadno Irish Draughts 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, (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.

**Indemnity** – the Customer shall indemnify Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts arising out of or in connection with the Customer’s failure to perform or discharge their obligations under these terms and the enforcement of these terms.

**Limitation of Liability –** nothing in these terms seeks to exclude or limit liability for death or personal injury caused by the Ffynnoncadno Irish Draughts negligence, fraud or fraudulent misrepresentation, for Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts cannot exclude in law, Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts 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 which is supplied to Ffynnoncadno Irish Draughts late, incorrectly labelled, with incorrect accompanying paperwork or which is otherwise provided in an unsuitable condition for the provision of the Services.

The Customer is strongly recommended to obtain their own insurance cover for any horses or belongings left at Ffynnoncadno Irish Draughts.

**Force Majeure** – Ffynnoncadno Irish Draughts will not be liable for any failure or delay in performing its obligations which results from any cause that is beyond the Ffynnoncadno Irish Draughts reasonable control.

**Assignment –** Ffynnoncadno Irish Draughts may transfer or assign its obligations and rights under these terms to a third party (such as, for example, if Ffynnoncadno Irish Draughts sells its business). If this occurs, Ffynnoncadno Irish Draughts will inform the Customer in writing. The Customer’s rights will not be affected and Ffynnoncadno Irish Draughts 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 Ffynnoncadno Irish Draughts express written permission.

**Third Parties –** these terms are between Ffynnoncadno Irish Draughts 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.

**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.

**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 Wales. Each party irrevocably agrees that the Courts of Wales 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.

ALL SERVICES ARE SUBJECT TO FFYNNONCADNO IRISH DRAUGHTS TERMS & CONDITIONS, DETAILS OF WHICH CAN BE FOUND ON OUR WEBSITE (www.ffynnoncadno.org)