

Equi' ARTs Ltd.

Terms and Conditions for Veterinary and Stud Services. 2024

Equi'ARTs Ltd (15478661) is a company incorporated in England and Wales. These terms and conditions form the basis on which Equi'ARTs ('we' or 'us') provides equine veterinary and stud services in collaboration with Newton Stud (West Newton, Zeal Monachorum, Crediton, Devon, EX17 6LL) and therefore we expect all clients to read these in full before working with us.

We are committed to providing the highest quality veterinary care and treatment for your horse. Our services are regulated by the rules and regulations of the Royal College of Veterinary Surgeons. We aim to provide fair charges and competitive fees to maintain the best reproductive, clinical and diagnostic services through continued investment and expansion.

If there are any queries about any part of these terms, please contact the Equi'ARTs' office. By instructing us to perform services, purchasing or ordering goods, or signing any paperwork, forms or Equi'ARTs' documents, the client confirms that they have read and understand the Price List and agrees to be bound by the most recent terms and conditions below:

Our contract with you

- A completed and signed booking form constitutes an offer by the client to purchase services from Equi'ARTs. A booking shall only be deemed accepted when Equi'ARTs confirms acceptance to the client, at which point and on which date a binding contract shall come into existence (the 'contract'). Where a booking form is not required, by instructing Equi'ARTs to perform services (whether by telephone, in person or by other means), or by purchasing or ordering goods, the client is making an offer to purchase services and/or goods from Equi'ARTs. If we accept such instructions, order or purchase, a legally binding contract will come into existence between Equi'ARTs and the client.
- These terms apply to the contract to the exclusion of any other terms that the client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- Equi'ARTs shall supply the services in accordance with the relevant booking form (where applicable) and these terms and conditions.
- The client is responsible for ensuring that the details provided in the booking form are complete and accurate.
- Where the client is not the owner of the horse, the client represents, warrants and undertakes that they are duly authorised by the owner to engage the services of Equi'ARTs in relation to such horse, provide information and personal data about the owner to Equi'ARTs (where necessary) and, to the extent that the client lacks relevant authority, the client hereby undertakes to indemnify and keep indemnified Equi'ARTs from and against all consequences of any such want of authority and confirms that they are liable for Equi'ARTs' fees for providing the services they have instructed us to provide.
- If Equi'ARTs' performance of any of its obligations under the contract is prevented or delayed by an act or omission of the client ('client default'), Equi'ARTs shall have the right to suspend performance of the services until the client remedies the client default. Equi'ARTs

shall not be responsible for any costs or losses sustained or incurred by the client arising directly or indirectly from Equi'ARTs' failure or delay to perform any of its obligations in such circumstances.

- All horses at Newton Stud under Equi'ARTs' veterinary care receive the best possible care and attention; however, we accept no responsibility for damage, theft or disease to any animal. Equi'ARTs reserves the right to provide veterinary assistance as it deems necessary and is authorised by the client to take such action as recommended. The client acknowledges that there are inherent risks in carrying out reproductive procedures in horses and Equi'ARTs cannot guarantee a successful outcome. We will use all reasonable efforts to make contact with the client prior to veterinary assistance being provided, except in cases where immediate treatment is imperative on humanitarian grounds, and the client will be charged for clinical fees accordingly by the attending vet.
- For animals under the care of Equi'ARTs, it may be necessary for Newton Stud 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.

Arrival and Testing Requirements at Newton Stud

- Clients must provide a fully filled in booking form prior to horses arriving at the stud.
- All horses arriving at the stud must be accompanied by a current passport and microchip, if we cannot find a microchip present, we will insert one at the client's cost, as it is a legal requirement.
- Newton Stud has specific testing requirements for ALL horses arriving at the centre (including all donor mares, broodmares, recipient mares, geldings and youngstock). 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 to the Newton Stud's office.
- Negative test results must be received by the Newton Stud's office BEFORE any horse arrives at the stud. We accept faxed, scanned or emailed copies of results; we do not require the original certificate.
- Tests for embryo/oocyte 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 (FOC) upon entry into the centre. Any horse showing signs of disease will be subjected to further tests at Equi'ARTs' discretion and either placed in strict isolation (until disease status is confirmed) or not admitted to the centre. Isolation will be at the cost of the client.
- Equi'ARTs reserves the right to refuse any horse arriving at the stud who, in Equi'ARTs' sole opinion, is deemed unfit for breeding, in general poor condition, or showing clinical signs/ symptoms of infectious diseases.

Fees and Payment Terms

- Unless we notify you otherwise, fees for Equi'ARTs goods and services shall be calculated in accordance with the Equi'ARTs' Price List. Current Price Lists are available from the Equi'ARTs' Office. Equi'ARTs reserves the right to change the Price List at any point without prior notice.
- 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 discuss prior to booking any services or purchasing goods.
- The client acknowledges that the investigation and subsequent treatment of accident, illness, injury, or disease often does not follow a standard conventional course and therefore costs may vary. The client accepts that if complications occur in respect of any procedure the fees may be in excess of those first anticipated. The client agrees to pay Equi'ARTs all fees that may be incurred for the provision of services whilst the client's horse is under our care. Equi'ARTs shall be entitled to charge the client for any expenses reasonably incurred by Equi'ARTs in performing the services which aren't included in the client's chosen package. This includes the cost of services performed by third parties and for the cost of any materials and consumables.
- For certain services, Equi'ARTs reserves the right to require the client to pay the fees due (whether in full or in part) in advance or immediately on completion of the services. Equi'ARTs will advise the client at the time of booking if this is the case.
- Except where expressly stated, invoices are raised on a fortnightly basis and the client shall pay each invoice within 14 days of the date of the invoice. Payments can be made by cheque, BACS transfer or card payments over the phone.
- All amounts payable by the client under these terms are exclusive of amounts in respect of value added tax chargeable from time to time ('VAT'). Where any taxable supply for VAT purposes is made under these terms by Equi'ARTs to the client, the client shall, on receipt of a valid VAT invoice pay to Equi'ARTs such additional amounts in respect of VAT as are chargeable on the supply of the services at the same time as payment is due for the supply of the services or goods.
- If clients have unpaid invoices over 14 days, further administrative charges and interest will be incurred. Overdue accounts over 60 days will incur a 4% surcharge to the outstanding balance of your account. Overdue invoices, after due notice to you, will be referred to our debt collecting agency or the county courts if satisfactory repayment arrangements have not been made with us. This will incur you further costs whilst collecting the debt. Any cheque that you issue that is returned unpaid, any credit card payment not honoured and any cash tendered that is found to be counterfeit will result in the your account being restored to the original sum together with any fees incurred in the process. Persistent late payment will result in the need for all veterinary fees to be paid at the time of treatment or before any treatment to your horse or pony can take place.
- Any payment plan must be discussed with the Equi'ARTs' office prior to receipt of the invoice and is at the sole discretion of Equi'ARTs.
- You will remain personally responsible for payment of your bills when rendered even if you have a right of contribution or repayment from a third party.
- Equi'ARTs reserves the right to verify all new clients' credit rating with a credit reference agency.

Veterinary services

- Fees for ambulatory veterinary services are determined by the time spent on a case, the level of intensity of investigation and treatment used, the expertise required and the technical equipment used, in addition to the costs of drugs, materials and consumables used. Where complex or costly investigation and treatment is anticipated, we will endeavour to discuss this with the client and provide an estimate where possible.
- Sedation for client owned mares may be used when necessary and will be charged without prior notice.
- At the discretion of Newton Stud staff, 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 expressly requested not to by the client. 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. Equi'ARTs accepts no liability for the provision of incorrect results.

Use of off-label medications

As first choice, horses should be treated with a veterinary medicine authorised in the UK for use in horses. However, if there is no suitable authorised product available, the Cascade may be used to prescribe an alternative medicinal product. A horse declared as non-food producing in its passport can be treated under the Cascade as a companion animal.

The Cascade is a legislative provision in the Veterinary Medicine Regulations that allows a veterinary surgeon to prescribe unauthorised medicines that would not otherwise be permitted. It is a risk-based decision-tree to help veterinary surgeons decide which product to use when there is no authorised veterinary medicine available. The Cascade is based on the principle that, if there is no veterinary medicine authorised in the UK for treating a disease, the veterinary surgeon responsible for the animal may, to avoid unacceptable suffering, to treat the animal with a product from one of the following categories in descending order of suitability:

- a) A veterinary medicine authorised in the UK for the same condition in another animal species or for another condition in the same animal species.
- b) Either: (i) a medicine authorised in the UK for human use; or (ii) veterinary medicinal product not authorised in the UK, but authorised in a EU Member State for use in any animal species in accordance with an import certificate issued by the Veterinary Medicines Directorate (VMD);
- c) A medicine prescribed by the veterinary surgeon responsible for treating the animal and prepared extemporaneously by a veterinary surgeon, a pharmacist or a person holding an appropriate manufacturer's authorisation (so called "specials manufacturer"). Under exceptional circumstances medicines may be imported from third countries in accordance with a VMD Import Certificate.

A medicine prescribed in accordance with the Cascade may be administered by the prescribing veterinary surgeon or by a person acting under the veterinary's surgeon's direction. The responsibility for the prescription and use of the medicine remains with the prescribing veterinary surgeon.

Medications which may be utilised off-label by Equi'ARTs, including specials and generic compounds/human drugs are: chloramphenicol, doxycycline, enrofloxacin, macrolides & rifampicin, metronidazole, ocular antibiotics, corticosteroids (including prednisolone, dexamethasone, betamethasone, hydrocortisone, betamethasone, triamcinolone, methylprednisolone), ocular antiinflammatories, paracetamol, esomeprazole, levothyroxine, misoprostol, metformin, amikacin, ranitidine, salbutamol, pentosan polysulphate, aspirin, acyclovir, omeprazole.

Medications specifically used off-labels in reproductive medicine used by Equi'ARTs include: (i) for uterine infusions/lavages - saline or Hartman's solutions, DMSO, acetylcysteine, antibiotics (procaine penicillin, gentamicin, amikacin, ceftiofur), enilconazole; (ii) for systemic use - GnRH vaccines, antifungals (clotrimazole, fluconazole, nystatin), domperidone, pentoxifylline, buserelin, gonaderelin, goserelin, deslorelin, altrenogest.

AI services

- All mares being inseminated with frozen semen must stay onsite at Newton Stud for at least the 24-48 hour period following ovulation.

Embryo Transfer

- Recipient Mare Synchrony fees for Walk in Flushings and Chilled Transported Embryos are charged regardless of whether the donor mare is inseminated or not.
- When Equi'ARTs carries out the donor Artificial Insemination, the appropriate fee is charged on a per cycle basis.
- Equi'ARTs charge an Embryo Transfer fee on a per procedure basis.
- Equi'ARTs will not transfer any transported embryos into a recipient mare without a completed Chilled or Vitrified Transported Embryo form.
- Non-routine reproductive procedures (such as uterine lavages) are not included in the basic embryo transfer fees.
- Upon the achievement of a 30-day embryo pregnancy for in vivo embryos and of a 60-day pregnancy for ICSI embryos, Equi'ARTs charges an In Foal Fee.

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 they are not pregnant). If the donor mare is not resident at Newton Stud or has not been reproductively signed off when she leaves the stud, the client is responsible for getting their own vet to do the post-flushing checks. We reserve the right to charge for such checks in certain circumstances and will notify you in advance of performing the checks if a fee will be charged.

Recipient Mares

- Recipient mares can either be hired from Newton Stud or provided by the client (as long as, in Equi'ARTs' sole discretion, 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 mare is not suitable we will endeavour to make the client aware but will transfer into a suitably synchronised Newton Stud recipient mare (unless requested otherwise in writing prior to flushing) which will incur standard Recipient Mare Hire and livery costs.
- All pregnant recipient mares must reside with us until they are scanned 30 days in foal if carrying an in vivo embryo or until they are scanned 60 days in foal if carrying an ICSI embryo, at which point they can leave the stud.
- It may be necessary for us to transfer into recipient mares that have a foal at foot. The recipient mare must reside at the stud until the foal at foot has been weaned.
- Maiden mares – sometimes it is necessary for us to use recipient mares that are maiden.
- For full T&Cs regarding Recipient Mares, please ask to the Newton Stud's office.

Semen Costs

- All semen costs are the responsibility of the client.
- 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.
- The client is responsible for ensuring that they are fully aware of their chosen stallions' terms and conditions and must advise Equi'ARTs of any specific requirements in writing.
- Equi'ARTs 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 frozen semen back to the frozen semen owner (if not the client) who supplied the semen, for whatever reason, and the organisation of this transport will be the responsibility of the client.
- Mare owners should be aware that by agreeing to our terms and conditions they authorise Equi'ARTs 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, complete covering certificates or for any other ancillary purpose.
- Please be aware that Equi'ARTs will not inseminate imported semen that arrives 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.

Insurance

- Clients are responsible for all insurance cover for any horses belonging to them while under the care of Equi'ARTs.

- Equi'ARTs accepts no responsibility for insuring any horse. It is the owner's responsibility to provide their own insurance cover.
- All successful embryo 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 a 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 recipient mare loss post 30 days for in vivo embryos and post 60 days for ICSI embryos.

Terminating your instructions

In the event that you, the client, are contracting with Equi'ARTs as a consumer, and such contract is not made for a horse resident at Newton Stud, you have under the Consumer Contract Regulations 2013 a right to cancel instructions given to Equi'ARTs by yourself within fourteen (14) working days of entering into a contract with Equi'ARTs. If you wish to terminate your instructions to Equi'ARTs within such fourteen (14) day period then please contact the office and Equi'ARTs will discontinue providing services to you, but you will be responsible for any services Equi'ARTs has provided up to and including the date when Equi'ARTs received your notice to terminate your instructions. If Equi'ARTs has completed the services you cannot change your mind, even if the 14 day period is still running.

Limitation of liability

- Neither party shall be in breach of these terms or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. This includes, but is not limited to, acts of God, epidemic or pandemic, war or the threat of or preparation for war, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, and interruption or failure of utility service. The time for performance of such obligations shall be extended accordingly.
- If the client is a consumer, Equi'ARTs will be responsible for losses suffered by the client and caused by Equi'ARTs breaking the contract unless the loss is (i) Unexpected, not obvious that it would happen and nothing the client said to Equi'ARTs before we entered into the contract meant Equi'ARTs should have expected it (so, in the law, the loss was unforeseeable); (ii) caused by a delaying event outside Equi'ARTs' control; (iii) something the client could have avoided by taking reasonable action; or (iv) a business loss.
- If the client is a business, then, except in respect of the losses described in the paragraph below, Equi'ARTs shall not be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business opportunity or any indirect or consequential loss arising under or in connection with any contract between the client and Equi'ARTs. Equi'ARTs' total liability to the client for all other losses arising under or in connection with any contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lesser of (i) £15,000; and (ii) one hundred and fifty per cent (150%) of the total sums paid by the client for the relevant service under the contract and from which the loss arose.
- Nothing in these terms shall limit or exclude Equi'ARTs' liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors

(as applicable); (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

General

- The contract constitutes the entire agreement between Equi'ARTs and the client. Each party acknowledges that in entering the contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.
- No variation of these terms and conditions shall be effective unless it is in writing and signed by the client (or their authorised representatives) and received by Equi'ARTs.
- If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the terms and conditions. If any provision of the terms and conditions is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- If Equi'ARTs does not insist immediately that the client do anything it is required to do under the contract, or if Equi'ARTs delays in taking steps against the client in respect of the client breaking this contract, that will not mean that the client does not have to do those things and it will not prevent Equi'ARTs taking steps against the client at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.
- The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- Each of Equi'ARTs and the client irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.
- Any dispute with the fees/service presented must be put in writing to the Clinical Director within 6 days of receiving the invoice.

I have read and understand Equi'ARTs terms and conditions.

Signed.....

Print Name

Date.....