

Frozen Semen Disclaimer

TERMS & CONDITIONS

We are a practice which offers frozen semen services.

Frozen semen storage terms:

When an agreement has been made to store frozen semen on your behalf, you shall arrange delivery of semen to the practice at a time arranged in advance with the practice. Delivery should be during normal working hours as this reduces the risk of semen not being transferred immediately. The container in which the semen is delivered must be suitable for this purpose and we shall be entitled in our absolute discretion to refuse to receive any semen delivered in a container which is not considered of a satisfactory standard.

All semen must be accompanied with the appropriate documentation clearly identifying the consignment and confirming its health status. Any international semen that arrives without the correct legal documentation and health certification will be reported to Defra as an illegal import and may be returned to the source of origin or destroyed. National deliveries will not be required to have equal health status as international consignments, however as a practice it is our policy not to accept semen without the following certification. (attach practices own policy).

We will store semen at the practice, stud or at such other premises that we may in our absolute discretion determine for such purpose. Frozen semen will be stored on site in tanks maintained and overseen by a representative of Genus Breeding Limited (or other depending on your supplier of liquid nitrogen), who are experienced in such work. We will store semen in such quantity as may be agreed between you and us. We shall be entitled in our absolute discretion to refuse to receive any semen for storage or to end our storage of the semen for any reason. We will charge you (the mare owner/agent) for storage of semen at our current rate plus VAT per annum, or part thereof. We reserve the right to increase this fee with 28 days-notice.

You agree to us carrying out all necessary tests and procedures on the semen as appropriate for its storage or use. In respect of semen delivered to us a proportion (being part of a single dose) of semen will be thawed and examined under a microscope for motility and morphology when the mare is inseminated. This is a guide only as to the quality of the semen, but we give no guarantee in respect of any tests carried out on the semen regarding the fertility or suitability of the semen or otherwise.

You may remove the semen from storage at any time on a date and at a time agreed with us after giving seven days written notice, provided that such removal is not in breach of any relevant statutory or regulatory requirement. Return of semen to the stallion owner/agent will be the responsibility of the mare or stallion owner and is not the responsibility of

It is not possible for us to provide insurance for frozen semen in storage.

The responsibility for the insurance of your consignment whilst in our care remains entirely with you as the client and owner of the semen. You can take out privately based insurance on the semen you have in storage at our practice or at the site agreed. For more details on how to insure your semen we suggest you contact your insurance provider. Any replacement costs and predicated loss of income as a result of loss of frozen semen must remain your responsibility as the owner of the semen.

It is worth noting that system failure with frozen semen is very uncommon. However, it is also noteworthy that such failures are most often sudden and catastrophic e.g. a fire on the premises or a unit failure. When liquid nitrogen units fail they do so suddenly with minimal or no signs of deterioration.

We are in agreement with the terms and conditions listed above.

Signed:

On behalf of

Print name:

I am over 18 years of age

Date: