



Terms and Conditions (Products and Services)

These terms and conditions set out the terms on which Elite Kennel Fertility Limited provides products and/or services to you (including any courses and events), whether at any of our locations or via any websites, online platforms or other applications operated by or on our behalf.

1. Information about who we are and how to contact us

Information about us

- 1.1 Elite Kennel Fertility Limited (**Elite Kennel Fertility, we, us or our**) is a limited company registered in England and Wales under company number 12052992 and has its registered office at International House, 6 Market Street, Oakengates, Telford, Salop, TF2 6EF.
- 1.2 Elite Kennel Fertility is a registered veterinary practice, and provides the UK's leading canine semen freezing services along with distribution, exports, imports and frozen semen storage. We offer a comprehensive range of reproductive and other products and services for dogs, as well as educational and training courses and events.

How to contact us

- 1.3 To contact us, please email office@elitekennelfertility.com or call us on: 01948 411581

2. Introduction and acceptance of these Terms

Please read these Terms carefully

- 2.1 Please read these Terms carefully before purchasing our Products, Services or using our Site, so that you are aware of your legal rights and obligations. These Terms contain information about how we will provide products and/or services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

What these Terms cover

- 2.2 These Terms cover all Products and Services supplied by us whether this is via our Site, at one of our Locations or otherwise. This may include, but is not limited to, any or all of the following:
 - 2.2.1 Services: relating to canine semen assessments, collection, freezing, storing and distribution, transcervical and artificial insemination, BOAS Testing, progesterone testing and ovulation cytology, ultrasound scanning, vaccinations, eye testing, agency services, educational and training courses and events and marketing and advertising services; and
 - 2.2.2 Products: veterinary and laboratory equipment for canine semen collection chilling and freezing, supplements for dogs and other merchandise and products purchased online via our Site or at one of our Locations.

Acceptance of these Terms

- 2.3 By using our Site and/or purchasing Products and/or Services from us, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site, Products or Services. If you are in breach of these Terms (or any part of them), your right to access and use our Site, Products and Services will cease immediately.
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2.4 Please also refer to the Ethical Breeding Policies available on our website (which may be updated from time to time) which form part of the Contract and which you agree to comply with in addition to these Terms. These policies are available at: <https://www.elitekennelfertility.com/practicepolicies>. Otherwise, the Terms will apply to the exclusion of and take precedence over all other terms and conditions and/or agreements/conditions for supply of goods and services whether contained in any purchase order, communication or other document issued by or on your behalf.

3. Definitions and interpretation

3.1 In these Terms, the following words and expressions will have the following meanings:

- 3.1.1 **Appointment Time:** means the agreed time and date booked for your appointment for Services to take place (whether via email or otherwise).
- 3.1.2 **Booking Form:** means the booking form(s) completed by or on your behalf including details of the Services.
- 3.1.3 **Veterinary Practice:** means the Veterinary Practice specified via the Booking Form or agreed by us in writing.
- 3.1.4 **Contract:** means the contract between you and us for the supply of Products and Services, including the Booking Form, these Terms, the Procedures and any additional terms we have agreed in writing.
- 3.1.5 **Courses:** means any educational or training courses and/or events we provide to you or host as part of the Services whether online or at a Location.
- 3.1.6 **Location:** means the relevant physical location, site, course centre, Veterinary Practice or trade event or show via which Products or Services are supplied by us.
- 3.1.7 **Products:** means all goods and products purchased or to be purchased from us, including via our Site or any Location (in each case excluding any Semen).
- 3.1.8 **Semen:** means the semen assessed, collected, stored, frozen, and/or distributed on your behalf by us as part of the Services.
- 3.1.9 **Services** means the work or services we have agreed to provide pursuant to the Contract, including, without limitation, those set out in the Booking Form (and including any Courses).
- 3.1.10 **Site:** any website, mobile or online application or similar device, platform or other application operated by or on our behalf.
- 3.1.11 **Dog** means the relevant dog(s), bitch(es) and puppy(ies) (all sexes and ages) we have agreed with you to provide Services in respect of, including those specified in the Booking Form or agreed otherwise at your appointment.
- 3.1.12 **Terms:** means these Terms and Conditions for Products and Services.
- 3.1.13 **Value Added Tax:** means value added tax chargeable under English law for the time being and any similar, equivalent or additional tax.
- 3.1.14 **you** or **your:** means the relevant customer named in the Booking Form and/or the relevant person or entity who purchases Products and/or Services from us.

3.2 In these Terms:

- 3.2.1 a **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 3.2.2 any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.2.3 a reference to writing includes email.
- 3.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 3.2.5 any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and vice versa.
- 3.2.6 any reference to a party not carrying out an act will be construed as also not attempting to carry out that act and also not permitting that act to be carried out.

4. We do not provide business customers all the same rights as consumers

4.1 Business customers do not benefit from all of the same rights as consumers under these Terms. For example, business customers are not always permitted to cancel their orders and have different rights where there is a problem with a Product. Where a term applies only to businesses or only to consumers within these Terms, this is clearly stated.

- 4.2 Please note, you are a business customer (and not a consumer) if you are purchasing Products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

5. Orders and acknowledgments

Online / on-premises orders

- 5.1 For orders made online or via our Site, after you have completed and submitted an order, we will send an acknowledgement email to you which will confirm the relevant Products and/or Services you have ordered. Please note this email is not an order acceptance from us as we may be unable to accept your order in certain circumstances (please see further information below), in which case we will contact you in respect of this.
- 5.2 For orders submitted via email or at one of our Locations, you may be required to complete, sign and return a Booking Form to us. No Booking Form or request for the provision of Products or Services by us will be binding on us unless and until it has been accepted by us or in the case of Services, we commence provision of the Services. You are responsible for ensuring that the details contained in the Booking Form or otherwise submitted to us are correct (and for promptly informing us of any changes).

Sometimes we may reject orders

- 5.3 All orders/bookings are subject to availability and we reserve the right to refuse any order in whole or in part. For example, this may be because a Product is unexpectedly out of stock. When this happens, we let you know as soon as possible and refund any sums you have paid.

Ownership of the Dog / Semen

- 5.4 For any applicable Services to be provided under the Contract, where you are not the owner of the Dog or the Semen, upon placing an order (or where ownership changes during the course of the Contract), you must notify us in writing immediately and provide warranties and assurances that you have full authority to accept these Terms on behalf of the owner or any other joint owner. You agree to indemnify us against any loss or damage suffered by us for breach of this provision including any loss, damage or expenses incurred by us (including reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Dog or the Semen.

6. Our Products

Products may vary slightly from their pictures

- 6.1 The images of Products in our catalogues, e-catalogues or brochures or on our Sites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.
- 6.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in our catalogues, e-catalogues or brochures or on our Sites may vary slightly.

Product packaging may vary

- 6.3 The packaging of the products may vary from that shown in images on our Site or in our catalogues, e-catalogues or brochures.

7. Canine procedures

- 7.1 The provisions set out below apply to the provision of canine procedures provided as part of the Services and set out important information that you must comply with, in addition to the provisions set out in our Ethical Breeding Policies available at: <https://www.elitekennelfertility.com/practicepolicies>. We may also issue to you further information and instructions via email, which will set out further important information about the Services and which you must read and comply with.
- 7.2 We will provide our veterinary services in accordance with the Royal College of Veterinary Surgeons ("RCVS") Code of Professional Conduct. The RCVS regulates veterinary surgeons in accordance with the Veterinary Surgeons Act 1966, to protect the public interest and to safeguard animal health and welfare.
- 7.3 Our veterinary services will be provided by suitably trained and/or qualified staff, depending on the nature of the veterinary service to be provided in each instance. Services may be provided by or with the involvement of other staff as part of their training and development (such as student vets, nurse and animal care assistants)
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under the supervision of a suitably trained and/or qualified member of staff involved in the care of your animal. You have the right at any time for them not to provide or be involved in the care of your animal.

7.4 Please note that we may use locum veterinary practitioners to provide Services from time to time.

Ethical breeding, biosecurity and welfare

7.5 You must immediately inform us of any circumstances by reason of which the Dog may be difficult or dangerous to handle at the time of placing your order.

7.6 We will be entitled in our absolute discretion (acting reasonably) to refuse to provide services to any Dog at the Veterinary Practice for any reason, and in particular if we are not satisfied that the Dog is fit and well, or in the case of exporting the Dog or Semen, has been isolated to a satisfactory standard and that the health tests required by us have been carried out with satisfactory results.

7.7 Where we are providing storage and distribution Services, you will deliver the Semen to the Veterinary Practice on a date and at a time to be agreed with us.

7.8 On arrival at the Veterinary Practice the Dog must be accompanied by a current vaccination certificate in respect any vaccinations as may be required by us from time to time and must have a microchip to enable positive identification.

7.9 The owner/agent of the Dog must pick up and discard any faeces from the Veterinary Practice premises during your visit (in the bins provided) and Dogs must be kept on a lead and supervised at all times.

Health tests and veterinary treatment

7.10 You agree to us carrying out all necessary health tests on the Dog at the Veterinary Practice or other premises as appropriate. You also agree to any necessary veterinary treatment for Services being administered to the Dog whilst in our care (and where necessary, hair may be clipped from the Dog to facilitate proper execution of treatment). All such health tests and veterinary treatment will be charged directly to you by Elite Kennel Fertility and will be payable by you (regardless of whether or not any Service is provided by us).

7.11 You agree that we have the legal right to provide the Dog without your consent, where your consent cannot be easily obtained, emergency treatment which is essential for its welfare (and this includes euthanasia).

Semen collection

7.12 We will collect Semen from the Dog while the Dog is at the Veterinary Practice or at another premises that we have agreed with you to use.

7.13 We will endeavour to collect Semen from the Dog to such quantity as may be agreed between you and us, provided that a) the Dog can reasonably be handled without risk of damage or injury to it or to our property or our service agents or employees and b) the Dog is not suffering from any injury, ill health or functional disability, or impairment and c) we cannot guarantee the number of dosages of Semen that will be collected (in particular, due to poor Semen quality).

7.14 If we give you notice that such quantity of Semen as has been agreed between us has been collected, you must provide written consent for storage within 14 days and if no consent is received within this period, we will invoice you in respect of our storage fees (at our standard rates available on request).

Progesterone and Cytology Testing

7.15 We will collect blood and swabs from the Dog while the Dog is at the Veterinary Practice or at another premises that we have agreed with you to provide Services.

7.16 We will endeavour to collect blood and swabs from the Dog to such quantity as may be agreed between you and us, provided that a) the Dog can reasonably be handled without risk of damage or injury to it or to our property or our service agents or employees and b) the Dog is not suffering from any injury, ill health or functional disability or impairment.

7.17 Whilst we will typically commence progesterone testing between days 7-9 of the cycle, you acknowledge and agree that the timing of ovulation may vary and we cannot guarantee that this is the correct testing period to coincide with your Dog's ovulation.

7.18 Any external blood samples provided must have been collected by a veterinary professional.

Artificial Insemination and Transcervical Insemination

- 7.19 Insemination procedures will be performed only after a veterinary assessment confirms the appropriate timing based on progesterone testing results and other relevant factors.

Pregnancy Scanning

- 7.20 Scanning for pregnancy will commence from day 28, however, please note that clearer images may typically be obtained from around day 35 (based on the ovulation date provided by you) and we cannot guarantee quality images (particularly if the provided ovulation date is inaccurate).

BOAS Testing

- 7.21 Dogs must be over the age of 12 months old at the time of BOAS testing. Testing is recommended every two years or until the Dog is retired from breeding.
- 7.22 Please note that we will submit all BOAS test results to The Kennel Club portal which will be displayed on your Dog's records.

BVA Eye Testing

- 7.23 We will require you to present your Kennel Club registration documents prior to BVA eye testing, which must be up to date and display the correct ownership details.

Vaccinations and Microchipping

- 7.24 Puppies must be in good health at the time of vaccination or microchipping.
- 7.25 In accordance with applicable laws, all dogs must be microchipped (effective since 2016). All microchips administered by Elite Kennel Fertility will be initially registered to the breeder.

Transportation and removal

- 7.26 You will bear the cost of all transport (and any related insurance) of Semen to and from the Storage Centre or other premises as appropriate. If we arrange for the transportation of Semen at your request:
- 7.26.1 we will be entitled to immediate payment from you of any costs incurred in relation to such transport; and
 - 7.26.2 all such arrangements will be at your sole risk regardless of whether such collection and/or transport is carried out by you or your agents or representatives or by us or our agents or representatives or by a third party. We will not arrange for the transportation of Semen unless you have confirmed your instructions in writing.
- 7.27 Please note that we will not procure any insurance cover in relation to the storage or transportation of Semen (whether arranged by you or us) and you are strongly advised to do so to cover any loss or damage occasioned during the storage and/or transportation of Semen.
- 7.28 You may remove the Semen from the Veterinary Practice on a date and at a time to be agreed with us acting reasonably, provided that:
- 7.28.1 such removal is not in breach of any relevant statutory or regulatory requirement and the applicable removal charges are paid (see clause 10.12); and
 - 7.28.2 you obtain any necessary veterinary health documentation and fulfil all government and/or applicable law requirements, including any associated fees, for the transportation of the Semen.
- 7.29 We reserve all of our rights not to release the Semen and/or Dog (and to sell/dispose of them accordingly) in the event of any outstanding Debt or Non-Collection – please see further information at clause 10.15.

Epididymal semen harvesting

- 7.30 It may be possible to perform epididymal semen harvesting to salvage semen for potential use in breeding (such as following castration or upon death of a dog). However, this technique a developing technology in canine reproduction and we cannot guarantee the success or viability of any retrieved Semen, nor the outcome of any breeding attempts using posthumously collected Semen. If the procedure is unsuccessful, at our sole discretion we may refund to you 50% of the cost of the procedure.

Second opinion service

- 7.31 We offer a second opinion service as part of our Services. Please note that as a limited service clinic, Elite Kennel Fertility does not offer first opinion services and these must be sought at your general veterinary practice with which your Dog is registered. To provide a second opinion, we require a complete veterinary history including consultation records from the first opinion veterinarian. Where we believe it is necessary and at our sole discretion, we may refer the Dog back to its general veterinary practitioner, first opinion veterinarian or to a specialist if it is deemed necessary for the proper care and treatment of the Dog. For this purpose, you consent to the sharing of relevant veterinary records accordingly and as required for the continuity of care.

Opening hours and out of hours care

- 7.32 We will provide veterinary services to you during our normal business hours. Outside our normal business hours, we will provide emergency veterinary services to you or will refer you to another local practice or veterinary service with whom we have an appropriate arrangement.
- 7.33 Where we recommend a third party veterinary provider for Dogs requiring out of hours care following treatment, please note that you will be responsible for ensuring the suitability of such provider and we make no warranties or representations regarding the qualifications, expertise, or suitability of the provider for your Dog's requirements (and will not be liable for any acts, omissions, errors, losses or damages incurred as a result of engaging such provider).
- 7.34 Please refer to our website which lists our opening hours, however, please note that our opening times may vary or change due to staff availability. On a limited basis and on certain occasions e.g. where ovulation falls on a weekend, we may offer to provide weekend appointments (provided that we will not be obliged to do so under any circumstances and this will be determined at our sole discretion). Please note that our out of hours fees (available on request) will also be applicable in respect of weekend appointments.

Agency services

- 7.35 Where we have agreed to sell Semen on your behalf or arranged for the Semen to be sold via a third party agent (who may be located within or outside of the UK), we will arrange for the Semen to be shipped to the relevant third party – please see further information at clause 7.26 regarding risks of transportation. Please also refer to:
- 7.35.1 the relevant agency agreement entered into between us which sets out further important information (and in respect of which these Terms will apply); and
- 7.35.2 clause 10.3 in relation to payments we may receive on your behalf.

Sharing of information

- 7.36 We will not share identifiable pet information with any third parties without your express written consent, save for as mentioned above or otherwise in these Terms, as required by law or for the purposes of providing veterinary care and services. Please note that we may share information about your Dog on an anonymised basis such as for educational or promotional purposes.

8. Courses and events

Personal safety and assumption of risk

- 8.1 You acknowledge that attending our Courses may involve certain risks due to the nature of the relevant training and/or event, including, but not limited to, injuries or accidents involving the Dogs. In advance of attending the relevant Course, participants must agree to assume these risks and will be required to sign our standard liability waiver/disclaimer form, in relation to any personal injury or property damage that may occur whilst attending the Course.

We are not responsible for actions you take following any of our Courses

- 8.2 In relation to any Courses provided by us, you acknowledge and agree that the ultimate responsibility for the proper application of the knowledge and skills acquired rests with you or the individual who has completed the relevant Course. We will not be responsible for any actions, errors, or omissions made by course participants in the course of their professional or activities, including, but not limited to, any errors, omissions, or negligence on the part of the course participants in applying the knowledge and skills gained from the Course.

Course content and intellectual property

- 8.3 All content, including materials, presentations, and lectures, used and/or created in respect of any Course we provide is the intellectual property of Elite Kennel Fertility and may not be reproduced, distributed, or used for
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commercial purposes without our written permission. You also agree to keep confidential any sensitive or confidential information of Elite Kennel Fertility or our affiliates shared during the Course.

Course conduct

8.4 A reasonable standard of conduct is expected on our Courses. You must treat fellow participants, instructors, and staff with respect and professionalism. We reserve the right to remove any participant who engages in disruptive, inappropriate, or unsafe behaviour (without refund to you). In particular, we will not accept, foul or abusive language, violence, intimidating or insulting behaviour, bullying or any form of discrimination.

9. Marketing and advertising

9.1 We may provide marketing, advertising, sponsorship and related services as part of the Services, which may be provided via our Site, social media channels, directories, via email and/or other third party magazines and publications we work with. Please note that we may use third party printing and other associated providers and in the event of any errors by such providers, we will discuss this with you and use commercially reasonable efforts to assist you in resolving the issue with the provider. However, we will not be liable for any damages, losses, or expenses incurred by you as a result of such errors, omissions, or defects. You will be responsible for providing all accurate information and for compliance with any special instructions or requirements notified by us or such providers (and we will not be liable for any resulting errors or incurred losses as a result of your failure to do so).

9.2 All published material (whether in print, online or via email) will require written confirmation on your behalf in advance of the relevant publication. Provided we have obtained such confirmation from you, we will not be liable for any issues or errors identified by you following publication (and we will not be obliged to re-publish/re-send the relevant publication). As such, we encourage you to check the final versions carefully before providing sign-off.

9.3 All fees associated with marketing, advertising and related services must be paid in advance of the relevant publication. If the relevant payment has not been issued to us, we reserve the right not to publish the relevant material and/or publication (even if the relevant design/artwork/copy has already been prepared or finalised).

10. Price and payment

Prices

10.1 The price of the Product and/or Service (as relevant) will be our current rate applicable (subject to any specified expiry dates) set out on the Booking Form or on our Site, price list, brochure, catalogue in force at the date of your order or other advertising literature or materials provided by us or listed on our Site, unless we have agreed another price in writing and/or via email. However, please note that:

10.1.1 prices included in the Booking Form are guide prices/quotations only (and we reserve the right to amend our quotation once the Dog and/or Semen is brought to a Location and assessed further by us. In such a scenario, we will agree applicable revised fees with you in advance of carrying out the Services); and

10.1.2 whilst we take all reasonable care to ensure that the price of the Products and Services advised to you are correct, please see clause 10.9 for what happens if we discover an error in the price of the Product and/or Service you have ordered (e.g. if the price on our Site is listed incorrectly).

10.2 There may be circumstances where, acting in the best interest of the Dog, we provide Services without first agreeing an estimate of charges (for example in an emergency). In these situations, you will still be required to pay for the relevant Services, and we will use our best efforts to ensure that the charges are reasonable. We will only pursue a course of treatment where we consider it to be in the best interests of the Dog.

Agency services and commission

10.3 Where we agree to sell Semen on your behalf or via a third party agent, we may collect and hold the proceeds of sale and/or stud fee on your behalf and deduct any agreed commission before returning the balance to you. Please note that we do not provide any representations, warranties, or guarantees that any specific volume of sales will be achieved. Please also refer to any relevant agency agreement entered into between us in which additional terms apply

VAT

- 10.4 Unless stated otherwise, prices will be inclusive of Value Added Tax. However, where the price excludes VAT, this will be charged at the rate applicable at the date of invoice. If the rate of Value Added Tax changes between your order date and the date we supply the Product and/or Service, we will adjust the rate of VAT that you pay (unless you have already paid in full before the change in the rate of Value Added Tax takes effect).

Prescriptions

- 10.5 Our veterinary professionals may issue prescriptions for certain medicines (our standard cost for prescriptions is available via our Site). We reserve the right to refuse to supply any veterinary medicine (whether on prescription or otherwise). If we refuse, we will refund the price of that veterinary medicine product (if you have paid for this in advance).
- 10.6 Please note we are unable to provide refunds for any part-used drugs or any drugs (whether or not opened) that have been taken off the Veterinary Practice premises. This policy is in accordance with the Veterinary Medicines Directorate (VMD) requirements on the storage of medicines. Unused Medicines should be returned to the Practice for safe disposal (and we reserve the right to charge a fee for such disposal).

Terms of payment

- 10.7 We reserve the right to invoice and require payment for Products and Services in advance.
- 10.8 Should the period of the Contract exceed one calendar month, unless agreed otherwise in writing or stated on the Booking Form, we reserve the right to request interim payments which must be made on receipt of an invoice and in any event before the end of the month referred to in the invoice.

What happens if we got the price wrong

- 10.9 It is always possible that, despite our best efforts, some of the Products or Services we supply may be incorrectly priced. If a pricing error is made on your order date, where possible we will inform you and give you the option of buying the Product and/or Services at the correct price or cancelling your order.

Price increases

- 10.10 We reserve the right to vary our prices at any time, provided that if we do so, we will notify you and you will be provided with the opportunity to terminate the Contract (subject to payment of our fees (at the previous rate) due to us for Services performed and/or Products delivered prior to the date of termination).

Where you do not provide sufficient information, we reserve the right to charge additional sums

- 10.11 We may charge additional sums if you do not provide information we have requested e.g. about how we can access your property for delivery, as we might need to re-deliver Products or reschedule Services (and will incur additional costs as a result).

We charge an administration and processing fee for Semen straw retrieval or disposal

- 10.12 Where Services we are providing involve storage of Semen, please note that if you wish for the relevant Semen straws/samples to be returned/delivered to you (or to any third party or other storage centre) or disposed of (whether during or upon expiry of the Contract) for any reason, we charge a separate processing and administration fee (as per our standard rates - price available on request) in respect of the removal process/disposal of each relevant Semen straw/sample.

Late payments – we may charge interest

- 10.13 Subject to clause 10.14, if we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.
- 10.14 In relation to any outstanding Debt relating to Semen storage, if we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 10% if the payment is more than 14 days overdue (provided that if the Debt remains outstanding for a period of more than 60 days from the due date, upon and from expiry of such period the interest provision set out in clause 10.13 will also apply). You agree to pay us the interest together with any overdue amount.

Late/non-payment or non-collection – our rights to hold/sell your property in our possession

10.15 So long as any payment due from you to us is outstanding under the Contract (in these Terms, called “the **Debt**”) or if you fail to collect either the Dog or the Semen after we have required you to collect them or upon expiry or termination of this Contract, the following provisions will apply (and we reserve the right to exercise any or all of our rights under the following):

- 10.15.1 outstanding Debt – we reserve the right to keep hold of your Property: we may keep hold of all or some of your property until you have paid all the charges you owe us, even if the unpaid charges do not relate to such property. Such property may include, without limitation, the Semen and/or Dog (in these Terms, called “the **Property**”). This is called a “lien” and provides us with a right of retention in respect of the Property, meaning we have the right not to release the Property to you until all monies due to us from you have been paid in full (in which case you agree to cooperate with us and act reasonably to facilitate the continued care and custody of the Property until all outstanding amounts have been settled). This also means we reserve the right not to ship out/distribute the Semen in event an order is received for the stock until all outstanding Debt has been paid;
- 10.15.2 outstanding Debt and/or Non-Collection - we may sell and/or ultimately dispose of some or all of your Property, in accordance with the following process:
- 10.15.2.1 we will have the right to sell your Property (including the Dog and/or the Semen and to pass all ownership of the Property to a third party) and to use the proceeds of sale to pay any reasonable costs incurred by us in the sale and to discharge any Debt. We will return any surplus funds to you, if any, i.e. the balance (provided that you inform us of the relevant payment details within 30 days of our request). Interest will not accrue to you on the balance;
- 10.15.2.2 before we sell the Property, we will provide written notice to you (where you have notified us of your address), specifying the amount of the Debt at the date of the notice and our intention to sell the Property if we do not receive payment within 14 days of the date of the notice. If payment is not received, we will provide further notice to you with the relevant details of the date/place of sale;
- 10.15.2.3 we will use reasonable endeavours to obtain the best selling price reasonably obtainable in the open market, taking into account the costs of sale;
- 10.15.2.4 if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and your Debt, you must pay any balance outstanding to us within 7 days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on the Debt until payment has been made (in accordance with the below provisions);
- 10.15.2.5 If the Property cannot reasonably and/or economically be sold (for any reason whatsoever), or it remains unsold despite our efforts, you authorise us to treat it as abandoned by you and to destroy or otherwise dispose of it at your cost; and
- 10.15.3 transfer of information to third parties: in order for us to exercise our rights under clause 10.15.2 we will have the right to share relevant documentation in relation to the Dog and/or Semen to the necessary third parties (such as the relevant breed registry or studbook authority), including ownership certificates, registration forms and information about the Dog or Semen (as relevant).

No rights of set-off

10.16 You are not entitled to withhold payment of any amount due to us by reason of any disputed claim by you in connection with the Contract nor will you be entitled to set off against any amount payable to us any amount which is not then due and payable by us or for which we dispute liability.

11. Our right to make changes

11.1 We may change the Products or Services:

11.1.1 to reflect changes in relevant laws and regulatory requirements; or

11.1.2 to make minor technical adjustments and improvements, for example to address a security threat.

- 11.2 In addition, we may make other changes to the Products, Services or these Terms after you have placed an order, but if we do, so we will notify you and you may then contact us to discuss your options, including where appropriate ending the Contract or receiving a refund for any Products you have paid for in advance if material changes are made.

12. Your right to cancel the Contract if you change your mind (consumers only)

Your right to change your mind (consumer regulations)

- 12.1 Where Products or Services are purchased offline or at one of our Locations: You may contact us to cancel your order for Products or Services at any time **before** we have dispatched the relevant Products for delivery or commenced the relevant Service (see exceptions below).
- 12.2 Where Products or Services are purchased online via our Site: Under the Consumer Contracts Regulations 2013 (**CCR**), you have the right to cancel the Contract within 14 days without giving any reason (see exceptions below). Under the CCR, the cancellation period expires:
- 12.2.1 for Products, after 14 days from the day on which the Product is delivered; and
- 12.2.2 for Services, after 14 days from the day on which we confirm we have accepted your order.

When you do not have the right to change your mind (exceptions)

- 12.3 You may not change your mind about an order for:
- 12.3.1 Services, once these have been completed (even if the cancellation period is still running) or if you do not comply with our cancellation policy – see clause 13.
- 12.3.2 Products that are made to your specifications or are clearly personalised;
- 12.3.3 Products which become mixed inseparably with other items after their delivery; or
- 12.3.4 Products sealed for health protection or hygiene purposes or in the case of medicines issues by us, once these have left the Veterinary Practice whether these are sealed or unsealed (pursuant to the requirements of the Veterinary Medicines Directorate).

How to return an item

- 12.4 If you are eligible under these Terms within the relevant timeframe to return Products, please contact us to arrange the return (see our details above). Please note that Products may only be returned so long as:
- 12.4.1 the Product is returned in its original, unopened and undamaged packaging;
- 12.4.2 valid proof of purchase is provided (receipt or invoice); and
- 12.4.3 you return the Product within 14 days of telling us you have changed your mind in accordance with your rights under clauses 12.1 and 12.2 (if applicable).
- 12.5 You will be responsible for paying:
- 12.5.1 any applicable delivery costs for return of the Product if you exercise your right to change your mind. You should keep a receipt or other evidence from the delivery service that proves you have sent the Product (and when you sent it). If you do not do this and we do not receive the Product at all or within a reasonable time, we will not provide a refund for price; and
- 12.5.2 for Services, if you requested the performance of Services to begin during the cancellation period, you must pay us an amount which is in proportion to the Services performed until you communicated to us your cancellation of this Contract, in comparison with the full coverage of the Contract. In addition, if you made any upfront payments for Services, you will not be entitled to a refund for the time you were receiving the Services before you notified us of your right to cancel.

Effect of cancellation

- 12.6 If you cancel the Contract in accordance with your above mentioned rights, we will reimburse you for all payments received from you (minus the costs of any delivery charges) subject to receipt of the Product in accordance with the conditions set out above.
- 12.7 In addition, we may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. For example, we reduce your refund if the Product's
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condition is not as new, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due.

12.8 We will make reimbursement without undue delay, and not later than:

12.8.1 14 days after the day we receive the relevant Products back from you; or

12.8.2 for Services or Products not yet dispatched, 14 days after the day on which we are informed about your decision to cancel the Contract.

13. Appointments – late cancellation policy

13.1 We understand that sometimes you may have to cancel an appointment for Services. Cancellations must be made to us in writing within 48 hours of the agreed Appointment Time.

13.2 We reserve the right to charge you a cancellation fee in the amount of any advance deposit paid by you for any appointment that is cancelled by you on less than 48 hours' notice or if you fail to attend your appointment.

13.3 Any deposit paid in respect of an appointment for Services is not transferable to another client, but may be transferred to another appointment time for you/the Dog within 30 days of the relevant cancelled Appointment Time.

14. Your rights if there is a problem with the Product or Service (consumers only)

How to tell us about problems

14.1 If you have any questions or complaints about the Products or Services, please contact us (see our contact details above).

Summary of your legal rights

14.2 We are under a legal duty to supply products that are in conformity with this Contract. Nothing in these Terms will affect your legal rights which are summarised below (please note this is subject to certain exceptions).

14.3 For goods, under the Consumer Rights Act 2015, they must be as described, fit for purpose and of satisfactory quality. Note that this will not apply in certain circumstances (including in respect of Semen and as further set out in these Terms, in particular at clauses 7 and 16). During the expected lifespan of your product your legal rights entitle you to the following (noting these will not apply to Semen):

14.3.1 up to 30 days: if your goods are faulty, then you may receive an immediate refund;

14.3.2 up to six months: if your goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases; and

14.3.3 up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back in certain cases.

14.4 For services (including any courses), under the Consumer Rights Act 2015 (and subject to certain exceptions):

14.4.1 you can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive a partial refund if we cannot fix it (provided it is acknowledged that for Services relating to Semen, viability of Semen cannot be guaranteed and repeat Services and/or refunds will not be offered accordingly);

14.4.2 if we have not agreed in writing a price beforehand, what you're asked to pay must be reasonable; and

14.4.3 if we have not agreed in writing a time beforehand, the service must be carried out within a reasonable time.

Your obligation to return rejected products

14.5 If you wish to exercise your legal rights mentioned in clauses 14.3-14.4 to reject products, you must contact us (see contact details above) in the first instance and arrange to return the Products either in person to where you bought them or you must arrange delivery of the Products back to us post them.

15. Your rights if you are a business (defective products)

Warranties (business customers)

- 15.1 We warrant that on delivery and for a period of 12 months from the delivery date, any Products (noting this excludes Semen) will:
- 15.1.1 conform in all material respects with their description and any relevant specification provided by us;
 - 15.1.2 be free from material defects in design, material and workmanship; and
 - 15.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

Remedies (business customers)

- 15.2 Unless an exception applies (see further below – clause 15.3), if:
- 15.2.1 you provide us notice in writing during the warranty period (and promptly upon discovery) that a Product does not comply with the business customer warranty;
 - 15.2.2 we are given a reasonable opportunity of examining such Product; and
 - 15.2.3 you return such Product to us at our cost,

we will, at our option, repair or replace the defective Product, or refund the price of the defective Product in full and this will be your sole remedy for breach of the warranty. These Terms will apply to any repaired or replacement Products supplied by us.

Exceptions to business customers' warranty

- 15.3 We will not be liable for a Product's failure to comply with the business customer warranty set out in clauses 15.1 and 15.2 if:
- 15.3.1 you make any further use of such Product after telling us it is non-compliant;
 - 15.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
 - 15.3.3 the defect arises because we followed any drawing, design or specification supplied by you;
 - 15.3.4 you alter or repair the product without our written consent; or
 - 15.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

16. Warranties and our liability to you

Warranties (that we provide and exclude)

- 16.1 We will use reasonable care and skill in the performance of the Services pursuant to the Contract.
- 16.2 We will provide Services in accordance with the requirements of the Royal College of Veterinary Surgeons (RCVS) Code of Professional Conduct.
- 16.3 Notwithstanding clause 16.1, and having due regard to the inherent risks and uncertainties involved in all biological processes, we do not guarantee or warrant that a particular outcome will occur as a result of our provision of the Services. In particular, but without limitation, we are not responsible for and give no warranties:
- 16.3.1 regarding the quality or viability of the collected Semen;
 - 16.3.2 that any Semen will remain free from contamination or infection;
 - 16.3.3 that any Semen collected will result in the recovery of any usable Semen;
 - 16.3.4 in relation to and we will not be responsible for compliance with any breed registry or stud book regulations;
 - 16.3.5 that insemination with the Semen will result in a pregnancy;
 - 16.3.6 in relation to non-pregnancy due to timing, delayed and/or missed ovulation for any reason. For example:
 - 16.3.6.1 at the time of providing Services, we may offer to provide a female dog in season; such dog may not be the same breed, size or build of the Dog. We are not

- responsible for the timing of the female dog's season or the female not being compatible for the Dog and/or the Service to take place;
- 16.3.6.2 at time of performance, if we feel the Dog presented for Services is potentially unfit to breed (and we may refer the Dog to a veterinary surgeon and require a fit to breed statement before performing any Services);
- 16.3.6.3 in relation to missed insemination (and any associated costs) due to delays, for example delivery delays or delays as a result of permission from the Dog owner not being provided in respect of any Semen being distributed; or
- 16.3.6.4 if we have imported frozen semen at your request and such order is delayed for any reason, we will not be responsible if this results in missed ovulation of the Dog (and inability to product a litter accordingly);
- 16.3.7 that samples provided for progesterone testing and cytology tests will produce the results necessary to determine ovulation time (provided we will use reasonable efforts to determine this based on the information available to us);
- 16.3.8 in relation to determining the number of puppies a Dog will produce or guaranteeing live, healthy puppies based solely on ultrasound scanning;
- 16.3.9 for the performance of BOAS testing, which may be conducted by a locum veterinarian and adjusted for each Dog (at the veterinarian's discretion) in the attempt to ensure accurate assessment;
- 16.3.10 for eye tests performed by an external specialist veterinarian (and we will not be liable for any associated issues, errors, costs or losses related to such tests);
- 16.3.11 that artificial insemination and trans-cervical insemination procedures will be successful, due to variables such as Semen quality and timing;
- 16.3.12 for microchip migration or loss (additional microchips will be charged at full price), nor for treatment or vaccination refusal due to the age, size, or health of the Dog;
- 16.3.13 in relation to heart examination results performed by an external third-party specialist or Elite Kennel Fertility (which are subjective and graded at the veterinarians' discretion);
- 16.3.14 in relation to the guarantee of success of epididymal semen harvesting;
- 16.3.15 that infertility workups will result in increased fertility (or that fertility will not decrease during the workup for any reason);
- 16.3.16 in relation to health checks required for exportation, that treatment or testing will not be refused e.g. if the veterinarian deems the Dog unfit for travel or for Semen to be exported (given such decisions are made at the veterinarian's discretion);
- 16.3.17 in relation to marketing and advertising services provided by us, any errors, omissions, or defects in the final printed materials caused by any third-party printing agent/provider (provided that in such a scenario, we will use commercially reasonable efforts to assist you in resolving the issue with the provider, however, we will not be liable for any damages, losses, or expenses incurred as a result of such errors, omissions, or defects); or
- 16.3.18 in relation to agency services provided by us pursuant to clauses 7.35 and 10.3, and we do not provide any representations or guarantees that any specific volume of sales will be achieved.

Losses we never limit or exclude

- 16.4 Nothing in these Terms will limit or exclude our liability for:
- 16.4.1 death or personal injury to any human caused by a) our negligence or b) negligence of our employees or agents;
- 16.4.2 fraud or fraudulent misrepresentation;
- 16.4.3 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;
- 16.4.4 defective products under the Consumer Protection Act 1987; or
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16.4.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

No implied terms about goods

16.5 Except to the extent expressly stated in clause 15 (your rights if you are a business), we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

Our liability

16.6 We will not be liable to you in any circumstances, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit (whether direct or indirect); loss of business; loss of contract; depletion of goodwill and/or damage to reputation; loss of data; loss of anticipated savings; loss of contract; loss of use; or any special, indirect or consequential loss arising under or in connection with the Contract.

16.7 Our total liability to you for losses arising under or in connection with the Contract (or any Services or Products supplied by us), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to:

16.7.1 for Products, the total amount paid by you to us for such Products pursuant to the Contract;

16.7.2 in respect of any loss or destruction of or damage to Semen during the performance of Semen collection Services, at our sole discretion, either:

16.7.2.1 the collection of an equivalent number of doses of Semen where such collection can reasonably be effected, or

16.7.2.2 payment to you of compensation of up to a maximum of £100;

16.7.3 in respect of death, damage to or injury of the Dog, the lower of:

16.7.3.1 £1,000; and

16.7.3.2 the difference between the value of the Dog immediately before the death, damage or injury and its value immediately thereafter; and

16.7.4 in relation to all other losses relating to the Services or otherwise in connection with the Contract, the total amount paid by you to us for such Services pursuant to the Contract.

Services – risks and your responsibility for procuring insurance

16.8 You acknowledge that the nature of the Services carries inherent risks that may cause injury or death of the Dog and/or Semen which may be outside of our control and for which we are not responsible, for example: we accept no liability for ill health, infertility, injury or loss of breeding potential of the Dog as a result of the provision of the Services unless and to the extent caused by our negligence (and then only up to a maximum amount as specified in clauses 16.6-16.7).

16.9 If you consider the Dog or its breeding potential to be valued at more than £1,000, you are strongly advised to effect separate insurance cover for death, damage to or injury to the Dog whilst it is involved in the Services. It is your sole responsibility to ensure that sufficient insurance coverage is procured in respect of the Services carried out in relation to the Dog and/or Semen at one of our Locations. We will not give any advice regarding insurance and it is for you to make your own judgment whether such insurance is appropriate to cover your Property (including the Dog and/or Semen) and risks to it.

Other exclusions

16.10 In the event that we cancel or fail to keep (otherwise than in the circumstances set out in clause 17.2) an appointment for Services on any particular occasion, our liability will be limited to the direct costs (if any) incurred by you in the certification of the Dog by a veterinary surgeon in preparation for the Services.

16.11 We may keep other animals at the Veterinary Practice or any other Location at which the Dog visits and we will not be responsible to you for any loss which may result from the presence on those premises of any animal which has been or becomes infected with any disease or which has been or becomes a reactor to any health tests.

16.12 Unless we have specifically agreed to do so in writing, we will not undertake the delivery of the Dog or Semen to or from the Veterinary Practice or any other location and where we have agreed to do so, we will under no

circumstances be responsible for any delays, loss, damage or injury occasioned during transit (including loading and unloading) and however caused.

17. Other suspension and termination rights to end the Contract

On-going Contracts – one month's notice

- 17.1 You or we may terminate this Contract (including any Services) upon not less than one month's notice in writing to the other party (or such shorter period or notice as we may in our absolute discretion agree to accept) in writing to us.

When we may terminate the Contract

- 17.2 We can suspend the supply of Products and/or Services and/or end our Contract with you immediately on written notice and claim any compensation due to us (including enforcement costs) if any of the following occur:
- 17.2.1 you do not make any payment to us when it is due under the Contract and you still do not make payment within 14 days of our reminding you that payment is due;
 - 17.2.2 you commit any breach of the Contract and fail to remedy the breach within 7 days of receiving our request;
 - 17.2.3 you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access in accordance with this Terms or that we need to provide the Product and/or Service;
 - 17.2.4 you do not, within a reasonable time, either allow us to deliver the Product, Dog or Semen (as applicable) to you or collect it from us; and
 - 17.2.5 you become insolvent, bankrupt or enter into any voluntary arrangement with your creditors; a receiver, administrative receiver, or administrator is appointed over any of your assets; you go into liquidation, whether voluntary or compulsory; or you cease or threaten to cease to carry on business (or any analogous or similar events occur).

What happens on termination of the Contract

- 17.3 Upon termination or expiry of this Contract for any reason:
- 17.3.1 you must pay to us all charges accrued under the Contract in respect of Services performed prior to the date of termination (and including any applicable administration and processing fees for the removal of Semen as per clause 10.12);
 - 17.3.2 we will, within 10 working days after the date of termination refund to you any payment made by you under the Contract representing a prepayment for Services not yet performed or Products not yet dispatched prior to the date of termination but after deduction of any amount owing to us by you whether or not under the Contract;
 - 17.3.3 if any Debt is outstanding or Non-Collection of Property in our possession applies, the provisions set out in clauses 10.15-10.16 will continue to apply and will survive termination of the Contract (i.e. they will continue to apply even once the Contract has ended). Such provisions set out our rights to withhold, sell and/or dispose of the Dog and/or Semen in our possession; and
 - 17.3.4 clauses 16 and 20 will also continue to apply following termination of the Contract.

18. Time for performance and delays or losses outside of our control

Time for performance

- 18.1 Whilst we will make every reasonable effort to provide Products and Services by any date or dates specified in the Contract, such date or dates will be estimates only and time for performance of the Services by us will not be of the essence. If you are consumer, this will not affect your rights referred to under clause 13.
- 18.2 If we are prevented from providing Products or Services in accordance with the Contract as a result of a delay or default on your part and the Contract is not terminated in accordance with the other provisions of these Terms, we will be entitled to reschedule any agreed date or dates for the provision of the Products or Services to such time or times as we will reasonably require taking into account our commitments to third parties, and will be entitled to make a reasonable charge in respect of losses or costs incurred by us by reason of provision of the Products or Services being so prevented.
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We will not be responsible for delays or losses outside of our control

18.3 In addition, we will not be responsible if our supply of Products or Services are delayed or lost due to an event outside our reasonable control (e.g. infection/disease outbreaks, epidemics, pandemics, strikes, lockouts or other industrial disputes, failure of a utility service, infrastructure, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors). If such an event occurs, we will endeavour to contact you as soon as possible to let you know and do what we can to reduce the delay and/or loss. In the event that such delay is substantial, you may contact us to end the Contract and receive a refund for any Products and/or Services you have paid for in advance, but not received (less any reasonable costs we have incurred and provided that you must pay for all Products dispatched and Services provided prior to the date of such termination in accordance with these Terms).

19. We use your personal data as set out in our Privacy Policy

How we use any personal data you provide to us is set out in our Privacy Policy (available via our Site or upon request).

20. Other important terms apply to our Contract

Amendments to the Contract

20.1 No variation of the Contract will be binding on us unless we have accepted it in writing.

We may transfer our Contract with you, so that a different organisation is responsible for supplying your product/service

20.2 We may transfer our rights and obligations under the Contract to another organisation. We will contact you in writing if this happens and if you are a consumer, we will try to ensure that the transfer will not substantially affect your rights under the Contract.

You need our consent to transfer your rights to someone else

20.3 You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

Nobody else has any rights under this Contract

20.4 The Contract is between you and us. Save for our affiliates and group companies, no other person or entity will have any rights to enforce any of its terms.

If a court invalidates some of this Contract, the rest of it will still apply

20.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

Even if we delay in enforcing this Contract, we can still enforce it later

20.6 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your infringement of the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products and/or Services, we can still require you to make the payment at a later date.

Use of our Site outside of the UK

20.7 We do not represent that content available on or through our Site is appropriate for use or available in locations outside of the United Kingdom.

No partnership

20.8 Nothing in these Terms creates a partnership, agency, joint venture or employment relationship between you and us. You must not under any circumstances make, or undertake, any warranties, representations, obligations or commitments on behalf of us.

Business customers – entire agreement

20.9 If you are a business customer, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

Which laws apply to this Contract and where you may bring legal proceedings

20.10 If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business, you irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.