



Swaffham Prior, Cambridge, UK, CB25 0LQ

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## TERMS AND CONDITIONS OF NEW GANT FARM STUD

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By placing an order you (the "Customer"), are agreeing to the Terms and Conditions of New Gant Farm Stud (NGFS).

Please make cheques payable to 'New Gant Farm'.

Once we have received your completed order form and payment has cleared, we will contact you regarding the exact dates for delivery of semen.

All orders are subject to these terms and conditions which cannot be varied.

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- 1) No guarantee of pregnancy is given by NGFS under any circumstances whatsoever.
- 2) Customers are presumed to have read all information and advice imparted verbally or in writing by NGFS. NGFS uses reasonable endeavours to ensure that all information and advice provided, is accurate. However, NGFS cannot accept liability for any incorrect information. Customers are advised to verify the accuracy of all information themselves, and to discuss all issues with their vet as appropriate.
- 3) NGFS will use reasonable endeavours to resolve any disputes relating to the quality or other properties of any semen supplied by other studs for insemination into visiting mares of when NGFS acts as intermediary or agent, but liability for semen rests solely with the supplying stud.
- 4) Liability and risk for the semen and any container it is transported in is the responsibility of NGFS prior to despatch, the transport company whilst in transit and the person or company to whom the semen is delivered from arrival.
- 5) NGFS is not liable under any circumstances for any loss or costs incurred where semen is unavailable or delayed, including, but not limited to, veterinary, livery or transport costs.
- 6) Time of delivery is the responsibility of the transport company. NGFS accepts no liability for the time of delivery of semen. Although the transport couriers endeavour to deliver in accordance with timed deliveries, they do not guarantee a timed delivery. As such, neither the transport companies nor NGFS provide any compensation for any loss or costs arising from late delivery of semen, and in addition the full transport charge will still apply and is payable by the customer.
- 7) NGFS is in no way endorsing or recommending any third party referred to on the website or contained in the information provided by NGFS, and NGFS is not responsible or liable for any third party's actions.
- 8) All prices and terms, and the availability of stallions are subject to change. The Customer must confirm these with NGFS immediately prior to ordering and payment.
- 9) NGFS provides no product exchange or money back guarantee. Once payment has cleared the order is placed and cannot be refunded or exchanged.
- 10) Semen advertised by NGFS may be unavailable at times without notice. NGFS will in these circumstances provide a refund.
- 11) NGFS reserves the right to refuse to accept any order and to cancel any order already placed (whether semen has already been delivered under the order or not) at any time and at the sole and absolute discretion of NGFS.
- 12) In the event that NGFS cancels any order, the full amount paid by the Customer will be refunded, unless the Customer has already received a dose or more of semen, in which case the Customer will be refunded the full amount paid less a deduction for the value of goods received.
- 13) All orders placed are subject to the laws and jurisdiction of England and Wales.