

ICBF Whole Herd Performance Recording (WHPR) Service Terms and Conditions (the “Conditions”)

1. In these Conditions the following words shall have the following meanings:
 - 1.1 **“Application”**: an application for the Services in the form prescribed by ICBF.
 - 1.2 **“Breeder”**: the owner of the Herd that applies to take the Services from ICBF.
 - 1.3 **“Contract”**: the contract under which ICBF supplies the Services to the Breeder, subject to and in accordance with these Conditions.
 - 1.4 **“Data”**: performance, genetic evaluation and other data relating to a Breeder’s Herd and/or animals.
 - 1.5 **“Fees”**: the fees payable by the Breeder to ICBF for the Services.
 - 1.6 **“Herd”**: the Breeder’s herd in respect of which the Services are applied for.
 - 1.7 **“ICBF”**: the Irish Cattle Breeding Federation Society Limited.
 - 1.8 **“Operative”**: the person directed by ICBF to record Data as part of the Services.
 - 1.9 **“Services”**: the whole herd performance recording services provided by ICBF to Breeders as described in Condition 2.
 - 1.10 **“Visit”**: the visit by an Operative to record Data from a Breeder’s Herd as part of the Services.
 2. The Services to be provided by ICBF under the Contract include the following:
 - 2.1 **Whole Herd Performance Recording Visit**: ICBF record Data on all of the pedigree animals in a Herd. The traits on which the Data is recorded will vary depending on the sex and age of the animal.
 - 2.2 **Additional Visits**: Once a Herd has had its Visit, and 12 months has not elapsed, the Breeder may request an additional Visit(s) to record Data on certain animals.
 - 2.3 **Spot Check Visits**: ICBF shall be entitled, at its discretion, to call to any participating Herd (after having given the Breeder at least 24 hours notice). During such Spot Check Visits, Breeders must present the animal(s) requested by ICBF. No additional Fees shall apply to such Spot Check Visits.
 - 2.4 **Commercial Animals**: Breeders may request that, during a Visit, Data on commercial animals in the Herd is recorded. The traits being scored and the Fees shall be the same as those for the pedigree animals.
 - 2.5 **Weight Recording**: A weighing platform, load cells and digital clock will be provided by ICBF for the purpose of weight recording each animal presented for weighing at Visits.
 - 2.6 **Linear Scoring**: Animals will be visually inspected for different anatomical points on their body as well as overall traits related to their movement. For certain traits this may involve handling the animal.
 - 2.7 **Collection of Relevant Data**: The weight and linear score Data will be collected for entry into the ICBF database and possible inclusion into the genetic evaluations.
 - 2.8 **Report**: A report containing Data recorded on the animals that were presented on the day of the Visit will be made available to the Breeder.
 - 2.9 **‘Bull Finder’**: ICBF may, at its discretion, publish any performance and/or genetic evaluation Data on the animals that were scored/weighed during a Visit in its ‘BullFinder’ and/or on any other part of the ICBF website and/or on any publications that receive Data from the ICBF database. Any other Data (ie Data other than performance and/or genetic evaluation data) recorded on these same animals that is stored in the ICBF database may also be published.
 - 2.10 **Sales Catalogue**: ICBF may, at its discretion, publish any performance and/or genetic evaluation Data, on the animals that were scored/weighed during a Visit in a sales catalogue generated from the ICBF database. Any other Data (ie Data other than performance and/or genetic evaluation data) recorded on these same animals that is stored in the ICBF database may also be published.
 - 2.11 **Sharing Data with Relevant Breed Society**: ICBF may, at its discretion, share performance and/or genetic evaluation Data from animals with the Breed Society of which the Breeder is a member.
 - 2.12 **Genetic Evaluation Data**: If certain criteria are met for a range of traits, genetic evaluations will be computed for animals and the results will be provided to Breeders and also published.
 - 2.13 **ICBF ‘Performance Recorded’ and ‘Elite Performance Recorded’ Status**: Subject to animals meeting certain criteria, ICBF may award:
 - 2.13.1 ICBF ‘Performance Recorded’ status if the animal was scored/weighed by an Operative at a Visit; and
 - 2.13.2 ICBF ‘Elite Performance Recorded’ status if the animal was scored/weighed by an Operative at a Visit *and* birthweights and dam service Data is recorded by the Breeder on all animals born between two Visits.
3. No Application by a Breeder shall be deemed to be accepted by ICBF until ICBF has notified the Breeder of its acceptance of the Application or (if earlier) ICBF supplies the relevant Services to the Breeder at which point a Contract shall arise. Under the Contract, the Services shall continue to be made available to Breeders, subject to and in accordance with these Conditions, on a year to year basis unless and until the Contract is terminated in accordance with Condition 11.
4. To avail of the Services:
 - 4.1 a Breeder must be registered with ICBF’s HerdPlus service at the time
 - 4.2 participating Herds must have Visits at least once in every 12 month period.
5. Fees:
 - 5.1 shall be determined by ICBF, at its sole discretion and are subject to review and amendment by ICBF at any time (current Fees are shown on the ICBF website);
 - 5.2 are payable in full by way of direct debit immediately following the relevant Visit.
6. The Breeder shall:
 - 6.1 co-operate fully with ICBF and/or the Operative in all matters relating to the Services and provide such access for

- ICBF and the Operatives to the Breeder's premises, lands and other facilities as may be required;
- 6.2 maintain all necessary licences and consents and comply with all relevant legislation and inform ICBF and the Operatives of all health and safety rules and regulations and security requirements that are applicable at the Breeder's premises;
 - 6.3 ensure that all equipment and machinery is in good working order and suitable for the purposes for which it is used and conforms to all Irish and European standards or requirements;
 - 6.4 on the days of Visits, present the relevant animals for weighing and scoring in a concrete yard and ensure that a proper crush is available;
 - 6.5 ensure that the facilities and equipment provided are sufficient and suitable to allow the Operative to:
 - 6.5.1 restrain and weigh the presented animals safely and accurately;
 - 6.5.2 score the animals accurately while ensuring that the safety of the Operative, their field of vision and ability to handle the animal safely is not compromised; and
 - 6.5.3 wash and disinfect the Operative's equipment afterwards;
 - 6.6 provide upon request explanations to ICBF and/or the Operative of any unusual results obtained from animals.
7. The Breeder acknowledges and agrees that any decision made by ICBF or an Operative in relation to (i) the suitability of the facilities, equipment and/or animals for inspection and (ii) the assessment of the animals, shall be final.
 8. The Breeder acknowledges and accepts that as part of the Services ICBF shall obtain Data. By making the Application the Breeder:
 - 8.1 specifically consents to, authorises and agrees to ICBF obtaining such Data, publishing it and using it for any purpose ICBF deems appropriate in the provision of its services and the carrying out of its activities, including, without limitation:
 - 8.1.1 by publishing such Data on 'BullFinder', any other part of the ICBF website or on any publications that receive Data from the ICBF website;
 - 8.1.2 by publishing such Data in a sales catalogue generated from the ICBF database
 - 8.1.3 by sharing such Data with Breed Societies (who may use such Data for whatever purpose they deem appropriate);
 - 8.2 releases ICBF, its officers, employees, sub-contractors and agents from any claims, losses, liabilities, damages, costs, expenses or the like that arise as a result of the use of the Data (including where such Data is shared with third parties) and acknowledges that ICBF shall not have any liability to the Breeder in this regard.
 9. Breeders must maintain suitable insurance including public liability, employer's liability, buildings, vehicle and also any special insurance that may be appropriate or required by ICBF. Evidence of such insurance must be supplied to ICBF on demand.
 10. ICBF may, from time to time and without liability to the Breeder, (i) without notice, change the Services in order to comply with any applicable safety or statutory requirements and/or (ii) provided that such changes do not materially affect the nature or quality of the Services, change the Services for other operational reasons after giving the Breeder notice of any such changes.
 11. Both ICBF and the Breeder may terminate the Contract at any time upon giving the other at least 30 days' notice in writing. In addition ICBF may terminate the Contract immediately by notice in writing to the Breeder if:
 - 11.1 ICBF is not satisfied for any reason with results recorded on any animal of a Breeder;
 - 11.2 the Breeder does anything which, in ICBF's opinion, damages or has the potential to damage ICBF's reputation or the reputation of the Services;
 - 11.3 the Breeder breaches the Contract or any of these Conditions. Examples of breach shall include but are not limited to:
 - 11.3.1 failure to present all animals on the day of a Visit;
 - 11.3.2 failing to present all animals required on a Spot Check Visit;
 - 11.3.3 failing to provide a reasonable (in ICBF's sole opinion) explanation of unusual growth rates for animals.
 12. Upon termination of the Contract, the accrued rights of the parties as at termination and the continuation of any provision implicitly surviving termination, including without limitation the provisions of Conditions 8, 13 and 14, shall not be affected.
 13. ICBF's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision of the Services or the performance or contemplated performance of the Contract shall be limited to the Fees paid by the Breeder and ICBF shall not be liable to the Breeder for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential or for any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract or the provision of the Services.
 14. In consideration for ICBF providing the Services, the Breeder agrees to indemnify and keep indemnified ICBF and its officers, employees, sub-contractors and agents (all together the "**Indemnitees**" and each an "**Indemnitee**") from and against all proceedings, actions, costs, charges, claims, expenses, damages, liabilities, losses and demands whatsoever and howsoever arising as a result of the Breeder availing of the Services or that the Indemnitees or any of them may incur as a result of any act neglect default or omission of the Breeder or any breach by the Breeder of the Contract or the above Conditions.
 15. Notwithstanding, but without prejudice to, the terms of ICBF's Privacy Statement (set out at <https://www.icbf.com/wp/wp-content/uploads/2015/11/Privacy-Statement-for-Website-05-02-2008.pdf>) and without prejudice to Condition 8, the Breeder acknowledges and agrees that personal data comprising the details of the Breeder's herd including the name, address and telephone number of the Breeder which is provided when obtaining the Services from ICBF ("**Personal Data**") may be used by ICBF when Data is being compiled. The Breeder understands that such Personal Data will be used in this way and specifically consents to, authorises and agrees to (i) the use of its Personal Data in the compilation of Data and (ii) the subsequent use of the Data (incorporating the Personal Data) by ICBF, as provided for in condition 8.
 16. The above Conditions shall incorporate, in so far as they are not inconsistent with, the ICBF General Terms and Conditions of Supply (https://www.icbf.com/wp/?page_id=344). In the event of any inconsistency between these Conditions and the General Terms and Conditions of Supply, these Conditions shall prevail.