

Terms & Conditions (the “Conditions”).

1. In these Conditions the following words shall have the following meanings:
 - 1.1 **“Animal Data”**: such data relating to animals as ICBF shall consider relevant including but not limited to data relating to an animal’s performance, health, meat quality and genetic makeup and shall also include the herd details of the relevant animal.
 - 1.2 **“Application”**: the application for the Program to which these Conditions are annexed.
 - 1.3 **“Contract”**: the contract under which ICBF supplies the Services to the Herd Owner.
 - 1.4 **“Herd”**: the Herd Owner’s herd in respect of which the Services are applied for.
 - 1.5 **“Herd Owner”**: the owner of the Herd that applies to take the Services from ICBF.
 - 1.6 **“ICBF”**: the Irish Cattle Breeding Federation Society Limited.
 - 1.7 **“Mart”** the mart notified to the Herd Owner by ICBF as being the relevant mart for the Services.
 - 1.8 **“Personal Data”**: the name, address email address, telephone number and BTE of the Herd Owner.
 - 1.9 **“Program”**: the Integrated Dairy Beef Programme.
 - 1.10 **“Program Partners”**: shall include Department of Agriculture Food and the Marine and Irish Co-operative Organisation Society.
 - 1.11 **“Services”**: the services provided by ICBF to Herd Owners in relation to the Project as described in Condition 3.
2. The objectives of the Program are to develop a national framework that promotes greater integration in the supply of beef from the dairy herd into the broader beef industry. It aims to improve the quality of beef coming from the dairy herd through improved breeding, calf rearing and management practices. Furthermore, it is intended to complement the existing supply of high-quality beef coming from the suckler beef herd.
3. The Services to be provided by ICBF under the Contract include the following:
 - 3.1 access to additional information in respect of verification of parentage and genetic evaluation where such information is obtained through the processing of genetic samples;
 - 3.2 weight data will be collected for entry into the ICBF database and possible inclusion into the genetic evaluations;
 - 3.3 if certain criteria are met for a range of traits, genetic evaluations will be computed for animals and the results provided to Herd Owners and published;
 - 3.4 the sourcing of animals through the Program as requested by the Herd Owner. The Herd Owner acknowledges and accepts that ICBF from time to time may not be able to source the Herd Owner’s desired number, breed or sex of animal at a certain point or at any stage during the Program and that ICBF shall not, under any circumstances, be liable for any losses, costs, penalties, or liabilities that may arise as a result;
 - 3.5 access to the Beef Own Worth (B.O.W) of an animal which combined with other data, namely; the weekly market price, weight and conformation grade of animal on sale day may be used to calculate the sale price of animals sold through the Program.
4. No Application by a Herd Owner shall be deemed to be accepted by ICBF until ICBF has notified the Herd Owner of its acceptance of the Application or (if earlier) ICBF commences to supply the relevant Services to the Herd Owner at which point a Contract shall arise. Under the Contract ICBF shall make available the Services to Herd Owners, subject to and in accordance with these Conditions until the Contract is terminated in accordance with Condition 12.
5. To avail of the Services a Herd Owner must be registered with ICBF’s HerdPlus service at the time.
6. The Herd Owner shall:
 - 6.1 purchase the stated number of animals as listed by the Herd Owner in the “Application for the Integrated Dairy Beef Program”.
 - 6.2 commence ownership of and assume responsibility for the animal(s) immediately upon the Mart finalising the sale price of the animal at which point the sale occurs and the animal(s) will be assigned to the Herd Owner’s Herd;
 - 6.3 pay to the Mart the full purchase money for each animal purchased through the Program within 7 days of the sale, payment must be made directly to the Mart by bank transfer, card payment or cheque;
 - 6.4 maintain animals purchased through the Program in the Herds ownership for a minimum of 6 weeks from the date of purchase;
 - 6.5 co-operate fully with ICBF in all matters relating to the Services including any development of the Services;
 - 6.6 maintain all necessary licences and consents and comply with all relevant legislation;
 - 6.7 comply with any conditions imposed by the Mart whether in relation to the relevant animal or the sale process.

7. The Herd Owner acknowledges and accepts that:
 - 7.1 each animal shall be at the Herd Owner's risk from the time of sale/purchase and it shall be the Herd Owner's responsibility to arrange or ensure that appropriate insurance and other arrangements are in place to cover the animal(s) from the time of sale/purchase. ICBF shall not, under any circumstances, be liable for any losses, costs, penalties or liabilities that may arise as a result of any failure by the Herd Owner's in this regard;
 - 7.2 no warranty is given with any animal unless explicitly stated. In the event the Herd Owner discovers any defect in or has any other issue with any animal purchased through the Program this shall be a matter between the seller and the Herd Owner and ICBF shall not, under any circumstances, be liable for any losses, costs, penalties, or liabilities arising in this regard.
 - 7.3 typically, a minimum group of 10 calves will be delivered at any one time, however in weeks where the supply of calves to the Program is low this may change.
8. The fees payable for the Services shall be:
 - 8.1 a commission fee, determined by the Mart, per animal purchased through the Program which will be added to the final sale price of the animal. Animals that are conformation graded 1 or 2 by the Mart will, upon purchase by the Herd Owner, qualify for a subsidized payment of €30 if conformation graded 1 and €15 if conformation graded 2, which amounts will be deducted from the final sale price of that animal(s);
 - 8.2 payable directly to the Mart, together with the price payable for the animal, within 7 days of the sale, by bank transfer, card payment or cheque.
9. The Herd Owner further acknowledges and accepts that as part of the Services ICBF shall obtain Animal Data and by making the Application the Herd Owner:
 - 9.1 specifically consents to, authorises and agrees to ICBF obtaining such Animal Data, publishing it, adding it to the ICBF Database and using it for any purpose ICBF deems appropriate in the provision of its services and the carrying out its activities, including, without limitation, the collection and consolidation of all relevant Data for including and publication in genetic evaluations and sending Animal Data to the Program Partners.
 - 9.2 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 Animal Data is shared with third parties) and acknowledges that ICBF shall not have any liability to the Herd Owner in this regard.
10. Herd Owners 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.
11. ICBF may, from time to time and without liability to the Herd Owner, (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 Herd Owner notice of any such changes.
12. Both ICBF and the Herd Owner may terminate the Contract at any time upon giving the other at least 14 days' notice in writing. In addition, ICBF may terminate the Contract immediately by notice in writing to the Herd Owner if:
 - 12.1 ICBF is not satisfied for any reason with results recorded on any animal of a Herd Owner or with the timeliness of recording of relevant Data on any animal;
 - 12.2 the Herd Owner does anything which, in ICBF's opinion, damages or has the potential to damage ICBF's reputation or the reputation of the Services.
 - 12.3 the Herd Owner breaches the Contract or any of these Conditions.
13. 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 7, 8, 14 and 15, shall not be affected.
14. 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 amount of €1,000 and ICBF shall not be liable to the Herd Owner for any pure economic loss, loss of profit, loss of business, depletion of good will 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.
15. In consideration for ICBF providing the Services, the Herd Owner 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 Herd Owner 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 Herd Owner or any breach by the Herd Owner of the Contract or the above Conditions.

16. Notwithstanding, but without prejudice to, the terms of ICBF's Privacy Statement (set out at ICBF web site www.icbf.com) which the Herd Owner should review and without prejudice to Condition 9, the Herd Owner acknowledges and agrees that certain of his/her Personal Data which is provided when obtaining the Services from ICBF will be retained and used by ICBF when Animal Data is being compiled or assessed and also for the purpose of communicating with him/her. ICBF's lawful basis for doing this is: the performance of the Contract, its legitimate interest in administering its business, compliance with its legal and regulatory obligations and/or your consent (where this is provided). When applying for the Services the Herd Owner therefore:

- 16.1 confirms that he/she understands and acknowledges the basis upon which ICBF collects, retains and uses his/her Personal Data;
- 16.2 to the extent that such consent may be required, specifically consents to his/her Personal Data being used in this way; and
- 16.3 specifically consents to his/her Personal Data being given to the Mart for the purpose of facilitating the sales transaction and transport of animals to the Herd Owners holding.

The Herd Owner further acknowledges that he/she understands that the consent which he/she gives in Conditions 16.2 and 16.3 may be withdrawn by him/her at any time by emailing ICBF at query@icbf.com

The above Conditions shall incorporate, in so far as they are not inconsistent with, the ICBF General Terms and Conditions of Supply at 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.