

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 **“Mart”** the mart notified to the Herd Owner by ICBF as being the relevant mart for the Services.
 - 1.7 **“ICBF”**: the Irish Cattle Breeding Federation Society Limited.
 - 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 the processing of genomic samples, to be collected by the Herd Owner, for any animals of importance to the Program, as determined by ICBF;
 - 3.2 access to additional information in respect of verification of parentage and genetic evaluation where such information is obtained through the processing of genetic samples;
 - 3.3 weight data will be collected for entry into the ICBF database and possible inclusion into the genetic evaluations;
 - 3.4 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.
 - 3.5 the shortlisting of animals for sale selection for the relevant sale week, based on entry criteria which includes but is not limited to; age, BVD negative status, breed, sex, genotype status of the animal, all subject to a minimum entry size of 5 animals per Herd. The Herd Owner acknowledges and accepts that the responsibility for putting forward animals for entry to the relevant sale remains with it and that ICBF shall not, under any circumstances, be liable for any losses, costs, penalties, or liabilities that may arise due to loss of sale or otherwise.
 - 3.6 confirming or declining, at its sole discretion, the entry of selected animals for sale. The Herd Owner acknowledges and accepts that ICBF may for various reasons be unable to accept all selected animals for sale entry and that ICBF shall not, under any circumstances, be liable for any losses, costs, penalties, or liabilities that may arise due to loss of sale or otherwise.
 - 3.7 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 take genomic samples for any animal in the Herd requested by ICBF;
 - 6.2 provide the Program with a supply of animals that does not fall below the stated amount listed by the Herd Owner in the ‘Additional Details’ submitted in Section 2 of the Application by no more than 10%.

- 6.3 ensure the Herd adheres to and implements the highest standards surrounding animal health and welfare and that all animals presented for sale through the Program are of sound health at the point of inspection on the day of sale to be permitted into the sale.
 - 6.4 commit to inseminating a minimum 50% of their Herd with Dairy Beef Index (D.B.I) sires who satisfy certain criteria, as determined by ICBF, this includes having a positive figure for Carcass Weight;
 - 6.5 maintain a high level of data recording and submit to ICBF details including but not limited to inseminations, sire recording, calving performance, pregnancy diagnosis, dry-offs, culling events, health events;
 - 6.6 co-operate fully with ICBF in all matters relating to the Services including any development of the Services;
 - 6.7 maintain all necessary licences and consents and comply with all relevant legislation;
 - 6.8 comply with any conditions imposed by the relevant Mart whether in relation to the relevant animal or the sale process;
7. The Herd Owner acknowledges and accepts that:
- 7.1 approval of animals for sale through the Program is dependent upon the Herd Owner complying fully with Condition 6.3. No animal will be permitted for sale through the Program should ICBF and any Program Partners be unsatisfied with the health and welfare of the animal presented for sale. Any failure on the part of the Herd Owner to comply with Condition 6.3 may lead to the Contract being terminated. Calves can be returned to the Herd Owner until the point of sale.
 - 7.2 should an animal presented for sale through the Program not satisfy 'in-spec quality standards' as determined by ICBF, that animal will then be subject to an 'out of spec' penalty of €50 which will be deducted from the final sale price of the animal. If the value of the penalty awarded exceeds that of the sale price attributed to the penalised animal, the remaining value of the penalty shall be deducted at source from the total payment to the Herd Owner for that sale day, future sale days or until such a time all outstanding penalties have been paid in full to the Program by the Herd Owner.
 - 7.3 animals which are less than -10 Kilograms for Predicted Transmitting Ability (PTA) of Carcass weight may not be accepted for sale through the Program.
 - 7.4 each animal shall be at the Herd Owners risk from the time of collection on farm until sold by the Mart 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 animals during this period and also while being transported. ICBF shall not, under any circumstances, be liable for any losses, costs, penalties, or liabilities that may arise in respect of the animals.
8. The fees payable for the Services shall be:
- 8.1 a commission fee, determined by the Mart linked with the Herd Owner, per animal sold through the Program which will be deducted from the sale price of the animal. If the value of the Program charge exceeds that of the sale price attributed to the animal, the remaining value of the Program charge shall be deducted at source from the total payment to the Herd Owner for that sale day, future sale days or until such a time all outstanding Program charges have been paid in full to the Program by the Herd Owner.
 9. The Herd Owner 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 inclusion and publication in genetic evaluations and sending 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 8, 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 the collection of animals from the Herd Owners holding.

The Herd Owner further acknowledges that he/she understands that the consent which he/she gives in Condition 15.2 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.