



1. Conditions Of Stud Service

This document (the 'Conditions Of Service') sets out the basis on which we will provide stud service to you. It should be read together with any relevant confirmatory documentation that we may send, or provide, to you. These documents set out the contract between us. If there is any conflict between these Conditions Of Service and other written correspondence, then the other written correspondence will take precedence.

In this document, 'you' means the person(s) responsible for the service of the Dam (the 'Purchaser'). We will identify the Purchaser on our Invoice to you. 'We' means Barry Karl Hutchinson and Gillian Elizabeth Evans trading as Brynovation Gundogs and its successors. 'Service' means the meeting of a designated stud dog (Sire) of ours, with a bitch (Dam) of yours, up to three times in one season. It is your responsibility to ensure that your bitch is ready to stand.

2. Our Aim

To breed, and supply, high genetic quality, healthy, working dogs, to both working and companion homes.

3. Your Role

We will achieve the best result for you if you give us as much information as possible at the outset. Please tell us as soon as you can of any changes in your objectives or circumstances, or if you receive relevant information that changes your outlook in relation to the Service.

4. Responsibility

We are pivotal in the management of our dogs, kennels, and the supply of your Service to you. Barry Hutchinson is responsible for the overall supervision.

Any advice rendered by us, unless otherwise agreed in writing by us, is solely for your benefit and must be kept confidential. Our advice may not be relied on by you except for the Service to which it relates. It may not be disclosed to any third party unless we agree that you may do so, or you have a legal duty to disclose it. Our advice may not be used or relied on by any third party without our prior written consent.

5. Communication

We will communicate with you at any address, email or telephone number we have for you, unless you ask us to use a particular address.

6. Email

Email travels over the public internet and is subject to certain shortcomings; once a message has left our server, we cannot guarantee that it will remain confidential nor when or whether, the message will arrive. If you do not want us to communicate by email, please advise us. Our legal notice attached to all emails contains other important restrictions and notices.

7. Confidentiality

We will keep all information relating to your Service confidential, unless you consent otherwise. If we are required for any reason, compulsorily, to disclose documents or to give information orally or in writing relating to your Service pursuant to a Court Order, notice or demand served by an entity or person with the authority to compel such disclosure, then we shall comply.

8. Data Protection

We are committed to respecting your privacy and the data which we hold about you. We will keep information about you and we may use it to provide you with information on any of our services which we think may be of interest. By accepting these terms, you consent to us using your contact details in this way. If this is not acceptable to you, please write to us at our Address shown on these Conditions Of Service.

9. Health Status

We have taken all reasonable precautions to ensure that our stud dogs enjoy impeccable health. To the best of our knowledge, all of our stud dogs are fertile. If a stud dog is unproven, we will disclose that to you.

Based upon verbal enquiries of you, we are satisfied that the Dam enjoys a satisfactory state of health to, potentially, produce and whelp a litter.

We seek to provide you with a high quality service in a way which gives you confidence and satisfaction. If you have concerns about our service, at any stage, please raise them with us. If you are not satisfied with the response, you should request our Complaints Handling Procedure.

10. Genetic Conflict

We have provided you with a Five Generation Pedigree for our stud dog. It is your responsibility to satisfy yourself that there is no dangerous, deleterious, or otherwise inadvisable conflict between Sire and Dam.

11. Successful Service

Whilst we take no responsibility for the success of the Service, or provide any warranty as to the successful production of a litter, we are very committed.

We will deem a positive scan (by a qualified individual), or the birth (naturally or by caesarean section) of any pup (dead or alive) to conclude a successful Service.

If Service does not result in conception, we will provide one further Service, at the Dam's next season, free of charge.

12. The Kennel Club Limited

We will provide any information required, relating to the Service, to The Kennel Club Limited.

13. Worming And Skin Parasites

All of our dogs are treated, regularly, for intestinal worms and other parasites. We do not accept any responsibility for any infestation that may occur in the Dam.

14. Vaccination

All of our dogs have been vaccinated, based upon veterinary advice.

15. Staying

In some circumstances, we may agree to accommodate your bitch to facilitate the Service. Such accommodation is provided in good faith and we accept no responsibility for any loss or harm that may result from it.

16. Contracts (Rights of Third Parties) Act 1999

For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of our agreement with you shall be enforceable by a third party, except our associates.

17. Applicable Law

This agreement between us is governed exclusively by English law.

18. Address

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