



SPECIMEN

Contract Calf and Weanling Rearing Agreement
(Minimum >10 days of age to agreed end date)

(This agreement covers two different rearing periods,

- 1. Calf arrival (greater than 10 days) to weaning*
- 2. Weaning to an agreed end date.)*

INTRODUCTION

GUIDE TO THIS SPECIMEN AGREEMENT

This specimen document provides that a Contract Rearer agrees with the Animal Owner to rear the Calves on lands and facilities available to the Contract Rearer. It has four main sections as follows:

1. In the first section, pages 3-4, the parties, the Owner and the Contract Rearer, set out their names, addresses and PPS Numbers. When an agreement is reached, parties sign in this section.
2. The First Schedule, pages 5-7, contains sections to be completed by the Owner and Contract Rearer in which they fill in matters agreed between them such as commencement and duration of the Agreement, fee agreed to be paid per Animal per day, and location of land and facilities where the Animals will be kept by the Contract Rearer.
3. The Second Schedule, pages 8-10, contains tables to be completed by the Owner and Contract Rearer. The tables are used to list and identify the Animals involved in the contract.
4. The Third Schedule, page 11, is for dates and details of vaccination programme agreed. (This specimen document provides that the owner will pay for all veterinary treatments including call-outs as well as the cost of vaccines and worm dosing medications unless otherwise agreed).
5. The Fourth Schedule, which is optional, pages 12-13, contains material that could be employed if the parties agree to a bonus or penalty calculated on the basis of animal performance based on weight. If this is to apply, it is essential that it be agreed from the start.
6. The General Terms and Conditions, pages 14-23, set out detailed legal terms of the Agreement. This part of the document contains legal detail. Although sometimes seen by practitioners as legal jargon, the purpose of this section, however, is to provide clarity, in writing, about the rights and obligations of each party to a contract. This part of an agreement is very likely to be scrutinised in detail in the event of a difference of opinion or disagreement arising between the parties. The Owner and the Contract Rearer are advised to carefully read, understand and amend this section as necessary for their purposes with the assistance of their professional advisors before finalising and signing any agreement.

Headings are inserted in this specimen document for assistance only and, if adopted, should not form part of a legal agreement.

ACKNOWLEDGEMENTS

The publication was produced with the assistance of
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DISCLAIMER

This suggested specimen Agreement contains material in relation to the contract rearing of Calves and Weanlings. It has been compiled to assist farmers to inquire and to discuss proposals and alternatives with their solicitors, financial advisers, accountants and other professional advisers. It is not intended for any other purpose. Independent advice should be obtained by each prospective party. Persons proposing to enter into a contract calf and weanling rearing arrangement should request their own advisers to draft a document adapted to the needs and circumstances of the persons involved which complies also, with the terms of all relevant legislation. While every effort has been made to ensure that any information contained in this specimen document is correct at the time of preparation, no liability whatsoever can be accepted by those who compiled this Agreement, or by Teagasc for any loss suffered by any person as a consequence of relying on it or on any matter published in it or for any matter whatsoever. The draft legal document is intended as a specimen only. It should not be signed or adopted, even in part, without first taking specific legal advice from a solicitor and advice in relation in all relevant matters from accountants and all appropriate experts.

Calf and Weanling Rearing Agreement

1.1 This Calf and Weanling Rearing Contract is made this _____
[insert date]

Between

(Name) _____

(Address) _____

PPSN Number: _____

(who in this Agreement is called the “**Owner**”)

And

(Name) _____

(Address) _____

PPSN Number: _____

(who in this Agreement is called the “**Contract Rearer**”)

1.2 The Animal Owner and the Contract Rearer agree that the Contract Rearer will rear and attend to the Calves listed in the Second Schedule in this Agreement¹ on the lands and facilities described at Clause 3 of the First Schedule in this Agreement and in the housing that has been inspected and approved by the parties for the payments and on the terms and conditions set out in this Agreement

1.3 The Owner hereby undertakes to ensure that the Calves listed in each batch in the Second Schedule to this Agreement will be greater than 10 days old at the delivery date, shall be correctly tagged, shall have undergone a BVD test and have a BVD negative test result, and shall have an animal passport issued by the Department of Agriculture before delivery of Calves by the Animal Owner shall take place.

¹ A new page with a new table is to be added to the Second Schedule in the case of each batch.

1.4 Calves will be healthy calves, having received adequate levels of colostrum at birth and being well fed and attended to prior to movement to Contract Rearer's lands.

1.5 The Calves may be delivered in a number of Batches by the Owner.

1.6 Calves delivered on different dates shall be considered to be different Batches unless otherwise agreed between the parties.

1.7 The housing for the calves has been inspected by both parties together and approved by both parties as fit for this purpose.

1.8 Each Calf will be reared on milk replacer, concentrates and roughage until the Calf is at least ten weeks of age (unless otherwise agreed between the parties) and once the Calf is eating a minimum of one kilogram of concentrate daily for at least three consecutive days can be weaned.

1.9 Pre-weaning, all milk replacer and concentrates will be supplied and delivered to the Contract Rearer's land by the Owner at the Owner's sole expense.

The owner will supply _____ (Kgs) [*insert amount*] of milk replacer per calf.

The Owner will supply 75 Kgs in total of calf starter ration per Calf for pre-weaned calves unless otherwise agreed between the parties.

1.10 After weaning each Animal will be cared for and fed by the Contract Rearer on the Contract Rearer's land and facilities. The Contract Rearer will provide good grazing and roughage, in addition to feeding the concentrate provided by the Owner, as specified in clause 12.1(b) under the General Terms and Conditions of this Agreement, until the Animal is returned to the Owner or as specified in this Agreement.

SIGNED BY THE OWNER: _____

in the presence of:² _____

SIGNED BY THE CONTRACT-REARER: _____

in the presence of: _____

² Witness is only a witness to the signature, not to the details of the agreement.

FIRST SCHEDULE

1. Commencement and Duration

1.1 The Calves (or if more than one Batch, each Batch of Calves) will be delivered by the Animal Owner to the Contract Rearers Land on the delivery date and from the date of delivery (of Batches) payments will start to arise.

1.2 This Agreement will apply to each Calf so delivered and will continue until

[insert date agreement is to finish]

unless terminated or extended as provided in accordance with this Agreement.

2. Amount and manner of payment

(a) The fee payable under Clause 1 above by the Owner to the Contract Rearer is € per Calf per day until the Calf is weaned.

(b) The post weaning fee payable by the Owner to the Contract Rearer shall be € per Animal/day.

(c) If any Animal remains on the Contract Rearer's land for longer than that detailed in Clause 1 above, the fee payable by the Owner to the Contract Rearer shall be €..... per Animal/day.

(d) All fees shall be payable on the Day of each month in arrears commencing onto the following bank account:

Account Number: _____ Sort Code: _____

Bank BIC: _____

Bank IBAN: _____

Account Holder: _____

At (Name of Bank): _____

(Address of Bank): _____

3. Contract Rearer's Land

The land on which this Agreement is to be performed by the Contract Rearer is:

[Address of land and Land Registry Folio Number as identified on copy map attached)³]

³ Copy Area Aid map or Land Registry Map should be attached.

4. Movement of Animals⁴

4.1 It is agreed that the Owner, having agreed the details of such proposed movement with the Contract Rearer will take all steps necessary to comply with requirements of regulations to ensure that AIM Certificate of Compliance will issue prior to movement to the Contract Rearer’s Land and animal passports shall be given to the Contract Rearer.

4.2 It is agreed that the Contract Rearer, having agreed the details of such proposed movement with the Owner will take all steps necessary to comply with requirements of regulations to ensure that AIM Certificate of Compliance will issue prior to return of Animals to Owner’s order in accordance with the terms of this Agreement and animal passports shall be given to the Owner.⁵

4.3 If as a result of compliance with such regulations Animals are included under the Department of Agriculture Herd Number of the Contract Rearer, for the sake of the avoidance of doubt it is agreed nevertheless that the animals remain the property of the Owner at all times.

5. Facilitator

In the event of a dispute arising, the following person will be appointed as facilitator to help resolve any issues in accordance with condition 13.1 of the General Terms and Conditions of this Agreement.

Name: _____

Address: _____

Email: _____

Contact Phone Nos. Office: _____ Mobile: _____

6. Record in Agreed Format

As required by General Condition 8.2 records of all transactions and events pursuant to this Agreement shall be kept in the following format:⁶and kept at the following agreed location by the Contract Rearer:⁷

⁴The Owner and Contract Rearer should both be aware that moving these animals from the Owner to the Contract Rearer and again from the Contract Rearer to the Owner’s Land will constitute movements and add to the number of residencies undertaken and Herd Number movements for these animals. It should be noted that Quality Assurance issues could also arise.

⁵ If the animals are being purchased by a Third Party at the end of the agreement, appropriate arrangement should be made between the Owner and the Third Party.

⁶ Write in agreed format here e.g. diary, excel sheet etc.

⁷ Write in agreed place where records will be kept.

7. Weighing of Animals

All Calves will be weighed individually on an agreed scales on arrival at the Contract Rearer's lands (unless otherwise agreed between the parties) and the agreed weight of each calf will be entered in the appropriate column in the Second Schedule

8. Reviews

Monthly reviews shall take place on the Contract Rearer's Land or by telephone or other means if so agreed and consideration as to the development of the animals shall be undertaken at this review and actions for the next month to be decided to keep animals on target in terms of weight, condition, and other relevant considerations.

SECOND SCHEDULE

The Parties agree that the following Calves (identified on separate sheets if more than one batch) are the subject matter of this agreement.

<p>The Following Calves described as Batch _____ were delivered <i>[Insert Batch Number]</i> on _____ by the Animal Owner to the Contract Rearer's Land <i>[Insert Date]</i></p>					
Tag Numbers	Breed	Sex	Wt. on Arrival	Date of Birth	Age in Days ⁸

- (a) Dehorning:**
 - (i) It is agreed that the Calves will be dehorned before they are _____ days of age
 - (ii) Person responsible for dehorning the Calves in this Batch _____
[Insert Name]

- (b) Castration**
 - (i) Are Calves to be castrated? _____ (YES/NO)
 - (ii) It is agreed that the Calves will be castrated before they are _____ days of age
 - (iii) Person responsible for castrating the Calves in this Batch _____
[Insert Name]

⁸Insert age of each calf on the date of delivery.

The Following Calves described as Batch _____ were delivered
[Insert Batch Number]
on _____ by the Animal Owner to the Contract Rearer’s Land
[Insert Date]

Tag Numbers	Breed	Sex	Wt. on Arrival	Date of Birth	Age in Days ⁹

(a) Dehorning

- (i) It is agreed that the Calves will be dehorned before they are _____ days of age
- (ii) Persons responsible for dehorning the Calves in this Batch _____
[Insert Name]

(b) Castration

- (i) Are Calves to be castrated? _____ (YES/NO)
- (ii) It is agreed that the Calves will be castrated before they are _____ days of age
- (iii) Persons responsible for castrating the Calves in this Batch _____
[Insert Name]

⁹ Insert age of each calf on the date of delivery.

THIRD SCHEDULE

Agreed timetable for and details of vaccination programme of the animals the subject of this Agreement referred to in Condition 6.3 of the General Terms and Conditions of this Agreement:

Disease	Age of animal ¹¹	Person responsible for administering vaccine/preventative treatment
First Bacterial & Viral Pneumonia vaccination		
Booster Bacterial & Viral Pneumonia vaccination		
First Clostridial Diseases vaccination		
Booster Clostridial Diseases vaccination		
IBR		
BVD		
Leptospirosis		
Lungworm		
Cryptosporidiosis		
Coccidiosis		

¹¹Age of administering vaccines to be agreed between both parties in consultation with a Veterinary Surgeon.

1. Weighing Scales

The Parties agree that all weighing required for the purposes of this Agreement shall be carried out on the following weighing scales (in this Agreement referred to as ‘the agreed scales’)

(a) Identity of Scales _____
[INSERT MODEL OR IDENTIFYING NUMBER/DETAILS]

(b) Location _____
[INSERT LOCATION WHERE SCALES IS KEPT]

2. Bonus/Penalty

2.1 The parties have agreed the following bases for calculating any bonus or penalty arising on weighing of Animals in accordance with clause 10 of the General Conditions of this Agreement:

2.2 The owner and the Contract Rearer agree to discount the lightest ¹⁴ _____ [INSERT NUMBER] animals in weight before making the calculation of the final average weight in the above Table at (F).

2.3 For each one kilogram that the final Animal Group average weight per animal calculated in accordance with the above Table at (G) exceeds the average target weight per animal, the Contract Rearer will receive an additional bonus payment as specified at (I) in the above Table per kilogram above target weight per animal. This is agreed in recognition for exceeding target weights.

2.4 Will a penalty apply in the event of a shortfall in the target weight?: _____(YES/ NO)

2.5 For each one kilogram that the final group average weight per animal calculated in accordance with the above Table at (G) falls short of the average target weight per animal, the final payment to the Contract Rearer will be reduced by € _____ [insert agreed amount] per kilogram below target weight per animal.

¹⁴ Insert the number of animals to be excluded from the calculation of the final average weight. See foregoing note.

General Terms and Conditions

1. Definitions

In this Agreement the following terms shall have the following meanings save where the context otherwise requires:

“Agreed Scales” shall refer to the weighing scales identified as such in the Fourth Schedule to this agreement.

“Animal Group” means the animals listed in each table of animals in the Fourth Schedule to this agreement.

“Animal Owner” shall herein refer to the owner or owners of the Animals which are contracted to be reared under this Agreement.

“Animals” shall refer to a calf or weaner according as the context requires.

“Average Target Weight” shall mean the average weight per animal agreed and set out in the Fourth Schedule to this agreement.

“Batch” means a number of animals of uniform age and stage of development delivered together by the Animal Owner to the Contract Rearer and to be given similar treatment

“Calves” shall herein refer to the animals listed in the Tables of the Second Schedule in this Agreement.

“Contract Rearer” shall herein refer to the person contracted to rear the animals under this Agreement.

“Contract Rearer’s Land” shall refer to the land described at Clause 3 of the First Schedule in this Agreement.

“Delivery date” means the date on which the particular batch of calves is received from the Owner at the Contract Rearer’s land.

‘Department of Agriculture’ shall refer to the Department of Agriculture Food and the Marine or the Government Department or Departments with responsibility at the time for the matters the subject matter of this Agreement.

“Milk Replacer” shall mean a standard high quality milk replacement product manufactured by a reputable producer.

“Owner” shall herein refer to the owner or owners of the Animals which are contracted to be reared under this Agreement.

“Weaned” A calf will be considered weaned when it shall have been reared on milk/milk replacer until it is a minimum of ten weeks of age and eating minimum of one kilogram of concentrates per day for at least three consecutive days.

“Weaner” shall mean an animal that has been weaned.

2. Term of the Agreement

2.1 The duration of this Agreement shall be as set out in Clause 1 of the First Schedule in this Agreement unless terminated in accordance with Condition 1.2 thereof.

2.2 The Agreement can be terminated by mutual Agreement in writing at an earlier date than that set out in Clause 1 of the said First Schedule.

3. Scope

3.1 This Agreement represents the entire Agreement between the parties. No other terms, promises, or representations are included unless specifically stated in this written Agreement.

3.2 This Agreement may be amended, extended or replaced by another Agreement in writing only.

3.3 This is a contract for services and nothing in this Agreement shall establish a relationship of employer and employee, or partnership, between the parties, and nothing in this Agreement shall be deemed to operate as a transfer of ownership of Animals or demise of property or to create the relationship of landlord and tenant in any property.

3.4 The Agreement relates to the animals listed in the Tables in the Second Schedule in this Agreement. Any reduction in the number of animals by death will be balanced by a proportionate reduction in payment during the course of the contract term.

4. General Obligation

4.1 The Contract Rearer shall during the course hereof, in accordance with the terms hereof, attend to, care for, feed, and manage, and rear in accordance with the best standards of animal husbandry, and good farming practice, and all applicable Government/EU Animal Welfare Guidelines, the animals listed above, and on the termination hereof or as required to hereunder hand over to the owner the said animals in good health and condition in accordance with the terms of this Agreement.¹⁵

4.2 The Owner shall deliver at his own cost to the Contract Rearer’s Land (specified at Clause 3 of the First Schedule in this Agreement) Calves in one or more batches as agreed.

4.3 The animals shall be kept and housed on the Contract Rearer’s Land for the duration of this Agreement unless otherwise agreed between the parties in writing.

4.4 The Owner shall collect at his own cost the animals on the date of the expiry of this Agreement in relation to those calves, or as otherwise agreed.

4.5 The parties agree that the person identified as responsible for dehorning the calves in each of the batches set out in the Second Schedule shall dehorn the calves delivered in that Batch

¹⁵ Particular attention should be paid to Teagasc Calf Rearing Manual and DAFM Animal Welfare Guidelines for Dairy Herds.

and shall do so in full compliance will all relevant animal health regulations and Department of Agriculture guidelines.

4.6 The parties agree that the person identified as responsible for castrating the male calves in each of the batches set out in the Second Schedule shall arrange the castration of the male calves in that Batch and that this shall be done in full compliance will all relevant animal health regulations and Department of Agriculture guidelines, and in accordance with the method of castration agreed between the parties.

5. Animal health: Animal Owner

5.1 The Owner shall ensure that the Calves are in good health and condition at the date of transfer to the Contract Rearer's Land.

5.2 The Owner shall provide and pay for animal health costs including vaccines and veterinary treatments and shall ensure that the Contract Rearer receives all necessary supplies at least seven days in advance of due administration date.

5.3 Prior to movement of Calves from the Owner's lands to the Contract Rearer's Land, the Owner shall obtain an AIM Certificate of Compliance for farm-to-farm movement of the Calves and give a copy of that certificate to the Contract Rearer.

5.4 The Owner warrants that the Calves supplied to the Rearer's farm are from a TB-free and Brucellosis-free herd which has achieved two consecutive clear tests for those diseases in accordance with Department of Agriculture Regulations.

5.5 The Owner shall ensure that animals persistently infected with Bovine Viral Diarrhoea (BVD) are not included among the calves to be sent to the Contract Rearer's Land under this Agreement.

5.6 The Owner shall suffer normal losses of animals due to death or misadventure.

5.7 If an animal is required to be disposed of under Department of Agriculture schemes due to TB or Brucellosis infection the Contract Rearer shall apply for all compensation available from the Department of Agriculture and on payment by the Department, the Contract Rearer shall account to the Owner for the payment and immediately pay the full amount thereof without deduction to the Owner. If the Department for any reason does not make any such payment, or only pays a reduced amount, provided the Contract Rearer has correctly made the relevant application to the Department, the Contract Rearer shall not be liable for any such refusal or reduction on the part of the Department.

6. Animal health: Contract Rearer

6.1 The Contract Rearer shall notify the Owner before seeking veterinary assistance. In the case of emergency, if the Owner cannot be contacted in advance, he shall be contacted as soon as possible.

6.2 The supply and payment for vaccines referred to in the Third Schedule in this Agreement shall be the sole responsibility of the Owner.

6.3 (a) Vaccination programmes (where applicable) including appropriate boosters as set out in accordance with the Third Schedule in this Agreement and dosing programmes and routine herd health procedures shall be administered by the person agreed between the parties to be responsible therefor and identified as such in the said Third Schedule.

6.3 (b) Post weaning, animals shall be dosed as required while at grass and during the housing period where animals remain on the Rearer's farm during the winter housing period in relation to internal and external parasites in accordance with good animal husbandry/practice and the required veterinary products shall be supplied by the Contract Rearer.¹⁶

6.4 The Contract Rearer shall notify the Owner within one day of the death of an animal.

6.5 Knackery charges shall be the responsibility of the Contract Rearer.

6.6 (a) Each party shall inform the other party immediately in the event of discovery of Bovine Tuberculosis or Brucellosis on that party's farm or affecting any animals whatsoever which might reasonably be considered to give rise to a risk of infection to animals of the other through the contact arising from this Agreement.

6.6(b) If an outbreak of Tuberculosis occurs on the Owner's farm with the result that forward trace testing is required by the Dept. of Agriculture on animals on the Contract Rearer's lands, then the Owner will discharge the costs of all such testing of animals on the Contract Rearer's lands unless otherwise agreed between the parties in writing.

6.6 (c) If an outbreak of Tuberculosis occurs on the Contract Rearer's lands with the result that the Dept. of Agriculture requires testing of animals on the Contract Rearer's lands, then the Contract Rearer will be liable for the cost of all such testing of animals on the Contract Rearer's lands. If however an outbreak of Tuberculosis occurs on the Contract Rearer's lands and as a result, the Dept. of Agriculture requires testing of animals on the Owner's lands, then the Owner shall be liable for the cost of all such testing of animals on the Owner's lands, unless otherwise agreed in writing.

6.7 The Contract Rearer shall maintain the animal housing and hygiene for the said animals to a standard that is generally acceptable under good farming practice.

6.8 The Contract Rearer shall provide conditions that comply fully with requirements of all regulatory authority regarding animal welfare and disease control.

6.9 Prior to movement of animals from the Contract Rearer's Land to the Owner's land, the Contract Rearer shall obtain an AIM Certificate of Compliance for farm-to-farm movement of the Animals and give a copy of that certificate to the Owner in good time to facilitate the removal of the Animals.

¹⁶ If animals are held over the winter period, further appropriate dosing may be required and the required veterinary products shall be supplied by the Contract Rearer.

7. Animal identity

7.1 The identities of the animals that are the subject of this Agreement are recorded in Tables of the Second Schedule in this Agreement.

7.2 The animals that are the subject of this Agreement are provided by the Owner and throughout the currency of this Agreement remain the sole property of the Owner.

8. Confidentiality and Records

8.1 The parties to this Agreement agree to maintain and respect confidentiality and comply with all G.D.P.R requirements in respect of the content of it and of all and any knowledge of the affairs of the other party which may come to their notice in the course of the negotiation and implementation of this Agreement.

8.2 Each party agrees to keep written records of all materials, labour, services and any other matter supplied for or paid for in connection with the implementation of this Agreement. A dedicated record in agreed format shall be maintained by the Contract Rearer for the purposes of this Agreement and updated after each significant event undertaken. This record will be available at all reasonable times for inspection by the Animal Owner and will be kept at an agreed location by the Contract Rearer.¹⁷

9. Payments

9.1 The Owner shall pay to the Contract Rearer the fees set out in Clause 2 of the First Schedule of this Agreement at the time and in the manner set out there.

9.2 Late payments made by the Owner to the Contract Rearer shall carry an interest payment of 1½% per month or part of a month.

9.3 If regular payments are not made and maintained the Contract Rearer may sell Animals to recover the unpaid fees having given fourteen days' notice in writing to the Owner, but refunding to the Owner any excess thereafter less costs associated with the sale.

9.4 Payments to the Contract Rearer shall cease in relation to dead animals from the date of the Animal's death.

10. Performance targets: Bonuses and Penalties (Optional)¹⁸

10.1 Where it is agreed between the parties that bonuses/penalty shall apply in relation to weight performance targets over the course of the agreement, the parties have agreed to the following conditions utilizing the provisions set out in the Fourth Schedule to this Agreement:

10.2 The parties agree to the use of weighing scales as an acceptable method of weighing for the purposes of this Agreement.

¹⁷ This record should be kept in such a manner that it complies with all Dept. of Agriculture and Bord Bia audit requirements.

¹⁸ If the parties agree to provide for bonuses and or penalties based on animal weight gains during the course of the agreement, the parties may opt to use the procedure set out in this clause and provided for in the Fourth Schedule to this agreement.

10.3 The parties will agree between themselves on the particular weighing scales which shall be used for all weighing required by this Agreement and it is hereinafter called 'the agreed scales', and these details will be inserted in the Fourth Schedule to this Agreement. In default of agreement on the particular scales to be used, the weighing scales and weighing shall be performed by an outside agency acceptable to both parties such as the Farm Relief Service.

10.4 If the parties agree on the weighing scales to be used, or employ an outside agency, they shall be deemed to have approved the accuracy of the scales and weights of Animals registered thereon.

10.5 The Animals will be weighed at the times agreed by both parties and set out in table(s) in the Fourth Schedule to this Agreement. Either party shall give the other party reasonable notice if for any good reason Animals cannot be weighed on a date proposed and alternative arrangements shall be agreed as soon as possible.

10.6 In the event of the animals being yarded/housed, the Animals will on every occasion be weighed within two hours of that being done.

10.7 Once the Animals are weaned, the Animals shall immediately be divided by agreement of the parties into Animal Groups for the purposes of agreeing bonus/penalty payments.

10.8 Each Animal when weaned or within a period of two days of being weaned shall be weighed on the agreed scales and the tag number of the Animal and the weight so achieved shall be entered by agreement in the space for the said Animal in the column headed 'Weaning Weight' in Table(s) in the Fourth Schedule to this Agreement.

10.9 Specific Animal Group average target weight per animal on which bonuses or penalties are to be based shall be agreed in respect of each Animal Group by the Parties at the time of agreement of Weaning Weight and this weight shall be entered by agreement in the space marked (G) at the foot of each Table in the Fourth Schedule.

10.10 On completion of the selection of such Animal Group and such weighing, the average of the weights of the Animals in the Animal Group shall be calculated by agreement of the parties and entered in the relevant column space marked (E) at the bottom of each Table in the Fourth Schedule.

10.11 On the day on which it is to be removed by order of the Owner from the Contract Rearer's land each Animal shall be weighed on the agreed scales on the day and the weight so achieved shall be entered by agreement in the space for the said Animal in the column headed 'Final Weight' in each Table in the Fourth Schedule to this Agreement.

10.12 On completion of such weighing, and any agreed adjustment arising from any agreed discounting of any animals as set out in clause 2.2 of the Fourth Schedule to this Agreement the average of the weights of the Animals in the Animal Group shall be calculated by agreement of the parties and entered in the relevant column space marked (D) at the bottom of each Table in the Fourth Schedule.

10.13 The Owner and the Contract Rearer have agreed that if the Animal Group average weight per animal achieved by the Animals recorded by weighing on the day that the Animals are to

be removed from the Contract Rearer's land is greater than the Animal Group average weight described as "target weight" at (G) in each table in the Fourth Schedule to this Agreement, then the Contract Rearer shall be paid a bonus in respect of each Animal in the Animal Group. This bonus is set out as at clause 2.3 in the Fourth Schedule hereto.

10.14 The Owner and the Contract Rearer have agreed that if the Animal Group average weight per Animal recorded by weighing on the day that the Animals are to be removed from the Contract Rearer's land is less than the Animal Group average weight per Animal described as "target weight at (G) in each Table in the Fourth Schedule hereto then the final payment to the Contract Rearer will be reduced. The said reduction shall be as set out at Clause 2.4 of the Fourth Schedule hereto.

10.15 It is agreed that bonus/penalty payments payable shall be paid with the final monthly payment as provided under this Agreement.

10.16 Should the Rearer wish to purchase the stock at the end of the Agreement, and where an agreed market value for the Animal Group of can be negotiated based on prevailing market conditions, the Animals can be retained by the Rearer.

11. Owner: Undertakings and Obligations

11.1 The Owner shall discharge all payments due to the Contract Rearer prior to or at the time of removal of the Animals from the Contract Rearer's Land.

11.2 If animal insurance is taken out by the Owner, the cost of it shall be borne by the Owner.

11.3 The Owner shall in good time supply sufficient quantities of good quality milk replacer and concentrates to the Contract Rearer for consumption by the Animals.

11.4 Post weaning, to the end of the first grazing season, the Owner shall supply 125 kgs of suitable concentrate per animal to be fed to the Weaned Animals at grass during the first grazing season.

12. Contract Rearer: Undertakings and Obligations

The Contract Rearer shall:

12.1 (a) At all times until the Animals are weaned feed the milk replacer and concentrates provided by the owner to the Calves in accordance with good husbandry practice relating to the method of feeding and to supplement such as appropriate, at his own expense, with adequate forage of good quality suitable to the Calves. Calves will be fed milk replacer not less than twice per day until they are a minimum of 28 days old.

12.1 (b) At all times after weaning, in addition to the concentrates supplied by the Animal Owner, the Contract Rearer at his own expense shall provide adequate and nourishing animal feed to the animals which shall consist of good quality pasture, stored forages, supplementary feeds, ration balancing and bloat controls as appropriate.

12.2 Allow the Owner access to the property where the animals are kept at all reasonable times to inspect, deliver or collect animals, with reasonable prior notice.

12.3 Keep written management and performance records as agreed between the parties to this Agreement.

12.4 Provide all necessary labour required on the Contract Rearer's Land for the proper implementation of this Agreement.

12.5 (a) If losses arise due to death or misadventure of more than 10% of a contemporary group of Calves prior to weaning being cared for by the Contract Rearer, then the Contract Rearer shall refund in full to the Owner any fees paid to him by the Owner in respect of the Calves in excess of 10% so lost.

(b) If losses arise after weaning due to death or misadventure of more than 5% of a contemporary group of animals being cared for by the Contract Rearer, then the Contract Rearer shall refund in full to the Owner any fees paid to him by the Owner in respect of the Animals in excess of 5% so lost.

12.6 The Contract Rearer shall ensure that all Calves are fully adjusted to a concentrate/forage diet at the time of weaning.

12.7 The Contract Rearer shall provide for all other rearing costs including but not limited to management labour, facilities, bedding, material and roughage for the rearing of these Animals except as my otherwise be provided herein.

13. Prevention and Resolution of Disputes

13.1 Any dispute as to the terms and conditions of this Agreement and/or as to the subject matter hereof shall be resolved or determined in accordance with the provisions of this Condition.

13.2 Any such dispute shall in the first instance be referred to a Facilitator before it may be referred to Arbitration hereunder.

13.3 The Facilitator shall be the person named in the First Schedule Clause 4 in this Agreement or any third party agreed by the Parties in writing. The Facilitator shall have the power to nominate at his/her discretion, having consulted with the Parties, another person with particularly relevant skills to act in their place as Facilitator. The Facilitator shall also have the power to consult such a person while acting as Facilitator.

13.4 The opinion or recommendation of the facilitator shall not be legally binding unless adopted by both parties and reduced to writing and recorded and signed as having being agreed between them.

13.5 Any dispute, which is not resolved by referring it by Agreement to the Facilitator as provided in this Agreement, shall then be referred in the first instance to conciliation in accordance with the provisions specified in this Agreement before being referred to arbitration.

13.6 All disputes, which arise between the parties, and which have not been resolved by the intervention of the facilitator or under Condition 13.2 hereof, or by the conciliation process set out below hereto may be referred to a single Arbitrator who shall have all the powers provided for an Arbitrator in the Arbitration Acts 1954 to 2010.

13.7 If the parties fail to agree on the choice of the Arbitrator, then the arbitrator shall be nominated by the President for the time being of the Law Society.

13.8 The Arbitrator shall have full power to dissolve this contract rearing Agreement should he think fit. Any decisions made by the Arbitrator shall be final and binding on all parties.

13.9 This procedure shall apply to any conciliation requested under Condition 13.5 of the Agreement.

13.10 A party to the Agreement seeking conciliation shall notify the other party to that effect and shall at the same time specify the matter in dispute.

13.11 The parties shall agree on a conciliator, and failing agreement within 10 days of notice under Condition 13.2 hereto, either party may request the Facilitator referred to at Condition 13.3 of the Agreement to nominate a conciliator to conduct a conciliation procedure.

13.12 The conciliator shall require the parties to submit, in advance of the hearing, a brief written opening statement and appending the necessary documentation not later than 10 working days after his appointment. The parties shall at the same time notify the conciliator of the names of the persons appearing at the conciliation.

13.13 The conciliator shall within 10 working days after receipt of statements and documentation establish the order of the proceedings and shall arrange a convenient time, date and place for the hearing.

13.14 The conciliator may consider and discuss such solutions to the dispute as he thinks appropriate or as may be suggested by either party. All information given to the conciliator is confidential and shall remain so unless authorised by the party who supplied the information.

13.15 The conciliator may, having informed the parties, consult independent third-party experts.

13.16 The conciliator shall endeavour to commit the parties to reach a mutual settlement failing which he shall within 10 working days of the hearing, issue his recommendation. He shall not be required to give reasons. It shall remain confidential if rejected by either party.

13.17 If neither party rejects the recommendation within 10 working days after its issue, it shall be final and binding on the parties. If either party rejects the recommendation, a request for arbitration may be made under Condition 13.6 of this Agreement.

13.18 Each party to the conciliation shall pay their own costs. The parties shall be jointly and severally liable for the conciliator's costs in equal shares, unless the conciliator decides otherwise.

13.19 Conciliations are settlement negotiations and are without prejudice to the rights of the disputants. All statements, information and material, made, given or exchanges, orally or in writing either during the conciliation or prior thereto or thereafter upon the request of the conciliator once made in circumstances where the parties agree that same are wholly privileged and are on a without prejudice basis shall be inadmissible in any legal proceedings, in court or arbitration, to the maximum extent permitted by law. Evidence, which is otherwise admissible in legal proceedings, shall not be rendered inadmissible as a result of its use in the conciliation. The parties in dispute agree not to summon or otherwise require the conciliator to appear or testify or produce records, notes or any other information or material in any legal proceedings, in court or arbitration, and no recordings or stenographic records will be made of the conciliation.

13.20 Any agreement reached by the parties in dispute through conciliation shall be set down in writing and duly executed by them or their authorised representative.

14. Death of a Party

14.1 If the Contract Rearer dies during the period of this Agreement, this Agreement will terminate as from the date of the death. The Owner shall remove any Animals then present on the lands within 7 days and the Personal Representatives of the Contract Rearer shall be paid any monies due to the Contract Rearer on foot of this Agreement.¹⁹

14.2 If the Owner dies during the period of this Agreement, the Agreement will terminate on the termination date agreed in Clause 1 of the First Schedule in this Agreement and the Personal Representatives of the Owner shall pay any money due to the Contract Rearer on foot of this Agreement, and remove the weaned Calves on the termination date. If the Weaned Calves have not been removed within seven days of the termination date, the Contract Rearer may having given a further fourteen days' notice in writing to the Personal Representative of the Owner (or to the known Next of Kin if the Personal Representative cannot be identified) sell the Calves at auction, and recover any expenses due but refund to the estate of the Owner any excess less such expenses and costs associated with the sale.²⁰

15. Miscellaneous

15.1 Each party's address for the service of notices shall be the address set out in this Agreement.

15.2 A Notice shall be deemed to have been served at the time of service if it was served personally, or if a notice is served by delivery to the address set out in this Agreement, it will be deemed to have been served 48 hours after it was delivered.

¹⁹ A new contract rearing agreement may be established between the Personal Representatives of the Contract Rearer and the Owner if they so wish.

²⁰ A new contract rearing agreement may be established between the Personal Representatives of the Owner and the Contract Rearer if they so wish.