



AFBI Cattle Health Scheme - Application for Membership

**Please return completed form to:
AFBI Cattle Health Scheme,
Veterinary Sciences Division, Stoney Road,
BELFAST BT4 3SD
(Do NOT enclose payment please.)**

For the purposes of the Scheme a herd is defined as cattle under a unified management system, although not necessarily on a single premise.

Information on this form will be stored and processed on computer systems. AFBI complies with the standards set by The Data Protection Act 2018 and EU General Data Protection Regulation (GDPR).

SECTION A: PREMISES

1. Name of herd owner

Surname _____ Title (Mr, Mrs, Miss, Ms, Dr) ____ Initials ____

2. Full postal address to which we send correspondence:

Post Code

Telephone _____ Email _____

3. Name of herd agent or manager if appropriate:

Surname _____ Title (Mr, Mrs, Miss, Ms, Dr) ____ Initials ____

Full postal address to which we send correspondence:

Post Code	Telephone
Email	

4. Address where herd kept if different from 2

Post Code	Telephone
Email	

5. Herd No (e.g. 123456): _____

Enterprise No/Business ID (e.g. 654321): _____

6. Is there more than one herd in the same ownership? Yes No

If YES, please enter below the address(es) and herd number(s)

Address :

Post Code	Telephone
Herd No:	

Please note if associated herds are not under this membership a PVP declaration will be needed to state that they are managed completely separately (housing, grazing and slurry management) and this will require to be reviewed and updated annually. Documentation to this effect may be held on file by the CheCS licensee.

If you need to enter further herd information please attach an additional sheet including all the information above and indicate if they are to be included within this membership.

7. Is there any contact or movement of cattle between the above herds described, and/or any other herds? This includes shared grazing/handling/housing facilities.

Yes No

If YES please provide further details:

Note: membership for all these herds is strongly recommended

8. Are any of these herds applying for membership within this application?

Yes No

If yes please provide the herd number, enterprise no/business ID and herd owner signature for each herd on Page 7 to give consent to their herd being considered as part of this membership and indicate that the herd owner has read and understands the terms and conditions of the cattle health scheme.

9. Please indicate if you vaccinate animals in these groups for the following diseases, please also include information regarding the vaccine product currently being used:

	BVDV	IBRV	Lepto	Product Name
Example: Calves	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Product X and Product Y
Calves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Young stock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Adult cattle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION B: Disease Programmes

10. Please tick the appropriate box(es) for the disease control programme(s) you have selected:

Disease	Milk Monitoring	Accredited	Vaccinated Monitored free**	Monitoring
BVD*				
IBR*				
Leptospirosis				
Johne's Disease				
Neospora				

- ***Note that double fencing, with a gap of 3 metres, between scheme cattle and any neighbouring cattle is essential to obtain accredited status in these disease programmes.**
- ****Double fencing is NOT required for these programmes BUT vaccination is a mandatory requirement for these programmes. Only a marker vaccine may be used when vaccinating against IBR.**

SECTION C: ENTERPRISE AND STOCK DETAILS

11.

	(A) Dairy	(B) Beef/Suckler	Total A & B
Bulls (over 15 months)			
Cows and heifers (over 24 months)			
Heifers (12-24 months)			
Steers (12-24 months)			
Young stock (less than 12 months)			
Totals			

(a) Details of all stock on the premises:

(b) PEDIGREE BREEDS within membership:

(c) Commercial cross-bred herd? Yes No 12. Are any of the herds within the membership established within the last 3 years? Yes No 13. Are the herd(s) boundaries stockproof? Yes No 14. Are there double fences with a 3 metre gap between the herd(s) stock and neighbouring stock? Yes No 15. Do any cattle from this herd(s) use rented grazing or accommodation on other premises? Yes No

If YES, please
give details

16. Do any cattle
within this membership contact sheep at anytime?

Yes No

17. a) What facilities are available for the isolation of purchased or other
animals, or reactors etc.?

b) How many animals can be accommodated in these facilities? _____

18. Name and address of nominated private veterinary surgeon and veterinary
practice:

If the herd wishes to participate in the Johne's Accreditation Scheme,
please complete the Johne's Health Plan included in the application pack.

SECTION D: DECLARATION & AUTHORISATION

I/we wish to apply for membership of the AFBI Cattle Health Scheme (AFBI CHS). I/we certify that the details given on this form are correct to the best of my/our knowledge and I/we have read the AFBI Cattle Health Scheme Privacy Notice (<https://www.afbini.gov.uk/publications/privacy-notice-afbi-cattle-health-scheme>) for details of how my/our personal information will be handled.

For the purpose of the scheme, I/we understand that all relevant information concerning the health of my/our herd(s) will be disclosed by my veterinary surgeon to, or retrieved from APHIS/NIFAIS (Northern Ireland herds only and with agreement of DAERA), by AFBI. Subject to disclosure for the protection of public health or safety, this information will be treated in strictest confidence.

Where necessary, I/we understand that AFBI will access the BVD results of my cattle collated as part of the BVD eradication programme for Northern Ireland administered by Animal Health and Welfare NI (AHWNI).

Provision of the Scheme is subject to and on the basis of your acceptance of the Cattle Health Testing Services Terms and Conditions which can be found at Appendix 1 or by visiting <https://www.afbini.gov.uk/publications/afbi-cattle-health-scheme-terms-and-conditions>. By signing this application form, I/we acknowledge that I/we have read and undertake to comply with the Cattle Health Testing Services Terms and Conditions.

I/we acknowledge by entering into this contract that AFBI or their agents have the right to inspect my/our herd(s), any premises and herd records in order to verify compliance with the CHeCS Technical Document, and that the evidence of failure to comply may result in the loss of my/our herd status as defined in the CHeCS Technical Document.

AFBI may vary the rules of the scheme and the level or method of charging, and shall have the right to terminate the scheme. I/we are entitled to withdraw from the scheme at any time but, if I/we do, no part of my fees related to the Scheme will be refunded.

By signing this form, I/we agree to enter into a contract with AFBI to be a member of the AFBI Cattle Health Scheme and acknowledge that my/our personal information will be used as outlined above for the purposes of complying with Cattle Health Certification Standards (CHeCS). If there are more than 3 herds in this membership please complete on an additional sheet.

Herd 1:

Herd No (e.g. 123456): _____

Enterprise No/Business ID (e.g. 654321): _____

Name (print): _____

Herd owner signature: _____

Herd 2:

Herd No (e.g. 123456): _____

Enterprise No/Business ID (e.g. 654321): _____

Name (print): _____

Herd owner signature: _____

It is our preference that the AFBI CHS is organised and supervised by the Veterinary Sciences Division of AFBI in partnership with the herd owner's nominated practising veterinary surgeon(s). Where the veterinary practitioner is unable to provide advice, AFBI can fulfil this role, although an additional charge will be applied. Provision of such advice constitutes a Service and will be subject to the Cattle Health Testing Services General Term and Conditions.

I confirm that my client has discussed this application with me. I am able/unable* to provide AFBI's consultancy support to my client (* delete as appropriate).

Name (print) _____

Signature (Private Veterinary Surgeon) _____

Date _____

Veterinary Practice Name _____



Veterinary Sciences Division

AFBI Cattle Health Scheme

Stoney Road, Stormont, Belfast, BT4 3SD

Telephone (028) 90525749

cattlehealthscheme@afbini.gov.uk

www.afbini.gov.uk/articles/afbi-cattle-health-scheme

FOR VSD USE ONLY
Date Received:
Initials:

Johne’s Disease Accreditation Programme Health Plan

Case Vet:	Herd No(s):
Vet Practice:	Client’s Name:
Address:	Address:
Post Code:	Post Code:
Tel:	
Email:	Enterprise No/Business ID:

If all herds within this membership are managed the same a health plan signed by all herd owners is required. If there are any management differences between herds please complete a Johne’s health plan for each herd.

Please complete and submit this Johne’s health plan within two months of carrying out an initial herd test on joining the accreditation programme. In subsequent years, please submit a reviewed completed Johne’s health plan with the submission of samples for the annual herd test.

The first 3 points are mandatory control elements to the Accreditation Programme. **Failure to adhere to these will result in immediate loss of status** and the herd will be categorised as risk level 5. Points 4 – 9 are advisory measures which should be adhered to wherever possible. Please see the Johne’s disease Accreditation Programme guidance notes for further information.

	Yes	No	N/A
1. In the event of having had seropositive animals, have all of them been isolated from young calves, test negative animals and animals intended for breeding until follow up testing has been completed?			
2. In the event of having had confirmed reactors, have all of them been removed from the herd as soon as is practically possible?			

<p>(Cows in late pregnancy or rearing calves may be retained until the calf can be weaned, provided they are kept separately from other breeding animals or animals intended for breeding and must not graze pasture that will be grazed by breeding animals or animals intended for breeding in the next 12 months. Their faeces must be kept away from other cattle).</p>			
<p>3. All calves reared by cows since the time they were recognised as reactors must not be retained for breeding or sold as a breeding animal. Is this the case?</p>			
<p>4. Are procedures in place to reduce the amount of faecal contamination that stock are exposed to? (Cows kept clean pre-calving, calving and post calving, and rearing areas kept as clean as is practical using slurry and manure management systems which minimise young stock exposure to adult faecal material).</p>			
<p>5. Are procedures in place to keep all feed and water delivery systems as free from faecal contamination as possible?</p>			
<p>6. With the exception of herds in extensive grazing management systems, is water provision at grass via a mains water supply?</p>			
<p>7. With the exception of herds in extensive grazing management systems, are ponds and any other natural water sources fenced off?</p>			
<p>8. With the exception of herds in extensive hill grazing systems, are procedures in place to ensure that cattle do not co-graze with other ruminants?</p>			
<p>9. In addition to the mandatory requirement of box 3, are procedures in place to identify the last TWO calves born to reactors as high risk and if still present in the herd that they are not retained for breeding or sold as breeding animals?</p>			

If the answer was **No** to any of the questions 1-9 please give further details in the box below:

DECLARATION BY OWNER

I confirm that this information is correct and a health plan is in place to cover the control of Johne's disease in my herd.

Signed: _____ **Owner/Manager** **Date:** _____

Name (print): _____

Herd No: _____

Signed: _____ **Owner/Manager** **Date:** _____

Name (print): _____

Herd No: _____

DECLARATION BY VETERINARY SURGEON

I confirm that I have read the guidance notes for the Johne's disease accreditation programme health plan and have discussed this with my client. To the best of my knowledge, the information on this health plan is accurate.

Signed: _____ **MRCVS** **Date:** _____

Name (print): _____

Veterinary Practice Name : _____



CATTLE HEALTH SCHEME TESTING SERVICES TERMS AND CONDITIONS

1. Definitions, Interpretation and Basis of Contract

- a. In these Conditions, unless the context requires otherwise, the following words and phrases shall have the following meanings:

"Business Day" means any day from Monday to Friday inclusive on which we are open for business;

"Conditions" mean the terms and conditions of supply as set out in this document;

"Contract" means the agreement formed by the completion and signature by all parties of the AFBI Cattle Health Scheme – Application for Membership Form incorporating the Conditions concluded between us and you for the supply of Cattle Health testing services incorporating the Conditions;

"Purchaser" shall mean the individual or company to whom we are supplying Services under the Contract;

"Services" means the services to be supplied under the Contract, as more particularly described in the CHeCS Technical document; and

"VAT" means value added tax.

- b. All references to "us", "our", "we" and "AFBI" shall mean Agri-Food and Biosciences Institute and references to "you" and "your" shall mean the Purchaser.
- c. Condition, paragraph and schedule headings shall not affect interpretation of these Conditions
- d. Words in the singular shall include the plural and vice versa

- e. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment.
- f. A reference to "writing" or "written" includes faxes and email.
- g. All purchase transactions between us and you are, unless otherwise agreed to in writing by us, subject to these Conditions which are deemed to be incorporated into any Contract. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions including without limitation, any terms and conditions of yours. No variation to the Contract or these Conditions shall be binding unless accepted in writing by us.

2. Cattle Health Scheme Testing Services

- a. Cattle Health Scheme Testing Services as set out in the CHeCS Technical Document together with any other Cattle Health Scheme Testing Services which AFBI provides or agrees to provide to you shall be performed by AFBI on the following basis:-
 - b. All specimens accepted for examination become the property of AFBI and may be used for further disease surveillance or research work. This includes looking for new or emerging diseases and monitoring changes in disease patterns or infectious agents.
 - c. All specimens submitted by mail, train, bus or courier must be packaged in compliance with current Health and Safety and the Road Transportation regulations.
 - d. If either party requests a change to the scope or execution of the Services, AFBI will, within a reasonable time, provide a written estimate to you of:
 - (i) the likely time required to implement the change;
 - (ii) any variations to our charges arising from the change;
 - (iii) the likely effect of the change on the timescale for the supply of the Services; and
 - (iv) any other impact of the change on the terms of the Contract.
 - e. AFBI may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. If AFBI requests a change to the scope of the Services for any other reason, you will not unreasonably withhold or delay consent to it provided that such changes do not materially affect the nature or quality of the Services and, where practicable, we will give you at least 1 months' notice of any change.
 - f. If you want us to proceed with any change, we have no obligation to do so unless and until the parties have agreed in writing on the necessary variations to our charges, and any other relevant terms of the Contract to take account of the change.

- g. We may charge you for our time spent in assessing a request for change from you on a time and materials basis.

3. Prices and Payment

- a. AFBI's fees for the provision of the Services are available on request and are as shown on our website (www.afbini.gov.uk).
- b. AFBI reserves the right to alter the fees charged for the Services and will normally give not less than one month's written notice of its intention to do so.
- c. AFBI retains the right to withdraw temporarily or suspend the Services without prior notice.
- d. If a sample is received in a condition considered by AFBI to be unsuitable for testing, we will inform you as soon as reasonably practicable and request submission of a repeat sample for testing at no additional charge.
- e. All prices are subject to VAT at the current rate.
- f. Invoices will be issued to customers on a monthly basis. You shall pay the full amount of any invoice (without deduction or set-off) within 30 days from date of invoice.
- g. Without prejudice to any other right or remedy that we may have, if you fail to pay AFBI on the due date, we may suspend all Services until payment has been made in full. We may also charge interest on late payment from the due date until the date of receipt of cleared funds in our account at the rate of 3 per cent over the base rate of Royal Bank of Scotland from time to time.
- h. Time for payment shall be of the essence of the Contract.
- i. Government accounting (Northern Ireland) procedures will be used for recovery of all outstanding debts.

4. Warranty of Performance

We shall exercise all reasonable skill, care and professional due diligence in the performance of Services, however we do not guarantee or warrant that any particular result is correct or otherwise.

5. Limitation of Liability (your attention is particularly drawn to the provisions of this condition)

- a. This condition sets out the entire financial liability of AFBI (including any liability for any acts of omissions of its employees, agents or sub-contractors) to you in respect of any breach of the Contract; the results of the Services; any representation, statement of tortious act or omission (including negligence) arising under or in connection with the Contract.

- b. All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Contract.
- c. Under no circumstances shall our liability for any loss or damage suffered by you or any other person as a result of our performance or non-performance of our obligations under this Contract be greater than £10,000 or the total sums received by us under the provisions of the Contract, whichever is the lower. Where any of your loss or damage results in personal injury or death caused by our negligence our liability shall not be limited. We shall not be liable in any circumstances for any special, indirect or consequential loss or any other economic loss, loss of anticipated profits, loss of anticipated savings, loss of business, loss of goodwill or similar loss, loss of contract, or loss of use.
- d. You will indemnify us on demand in respect of all costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from your fraud, negligence, breach of the Contract, failure to perform or delay in the performance of any of your obligations under the Contract, subject to our confirming such costs, charges and losses to you in writing.
- e. Notwithstanding the provisions of this Condition 5, neither party excludes or limits liability to the other party for death or personal injury arising from the breach of duty of such party.
- f. If AFBI's performance of its obligations under the Contract is prevented or delayed by any act or omission of you, your agents, sub-contractors or employees, we will not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.
- g. Should any limitation or provision contained in this Condition 5 be held to be invalid under any applicable statute or rule of law it shall to that extent be deemed omitted but if either party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out herein.

6. Force Majeure

- a. Any delay or failure by either party in performance hereunder, other than your obligation to pay us any monies due to us, shall be excused if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control including but not limited to, acts of God, decrees or restraints of government, strikes, war, fire, riot, sabotage, terrorism and any other cause or causes whether similar or dissimilar to those already specified which cannot reasonably be controlled by either party. Such performance shall be so excused for the period during which such inability of the party to perform is so caused but for no longer period and shall be remedied as far as possible with all reasonable despatch. Any time period

for performance shall be extended by a period equal in duration to any period during which such performance is excused by this Condition.

- b. If any of the events detailed in Condition 6a above prevents either party from performing all of its obligations under the Contract for a period in excess of one month, the party affected by such non-performance may terminate the Contract.

7. Termination

- a. We may terminate this Contract by providing one months' written notice to that effect to you.
- b. In addition to, but without prejudice to, our other rights and remedies under and in terms of this Contract, we may terminate this Contract forthwith if:-
 - (i) you commit a material breach of any of the terms of the Contract including failure to pay any part of the price payable to us in accordance with Condition 3 above;
 - (ii) you enter into any arrangement with your creditors;
 - (iii) a petition is presented, or a resolution proposed, for the winding-up of your business;
 - (iv) any procedure is commenced with a view to the appointment of an administrator, receiver or administrative receiver in relation to you or any other party gives notice of its intention to appoint an administrator to you;
 - (v) you are unable to pay your debts as they fall due;
 - (vi) you cease trading or threaten to cease trading; or
 - (vii) any equivalent or analogous event or action as outlined in Conditions 7b(i) – 7b(vi) occurs in any jurisdiction.
- c. In the event of termination of this Contract you shall immediately pay to us all amounts which remain outstanding for Services performed and invoiced. In respect of Services performed but not yet invoiced, we may submit an invoice which shall be payable immediately upon receipt.
- d. The accrued rights of the parties at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

8. Assignment

We shall be entitled to assign, transfer or sub-contract any of our rights or obligations under this Contract. You shall not assign, transfer or sub-contract any of your rights or obligations under this Contract or purport to do so unless you have obtained our prior written consent.

9. Complaints procedure and Dispute Resolution

- a. If you are dissatisfied with any aspect of our Services, please contact the Head of DSIB at the AFBI Stormont laboratory (028-90525649) in the first instance.

- b. Should any dispute arise between AFBI and you, the parties will attempt to resolve the dispute in good faith. If the parties are unable to resolve any such dispute between them, either party may request that the parties seek to resolve the dispute through mediation; this shall not prejudice a party's right to raise court or other proceedings.

10. Entire Agreement

- a. This Contract and any other document referred to herein as being applicable contains the entire agreement of the parties with respect to the subject matter of this Contract and supersedes all prior agreements and arrangements whether written or oral between the parties with respect to the subject matter of this Contract.
- b. You acknowledge and agree that in entering into this Contract you are not relying on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or note) of any person (whether party to these terms and conditions or not) relating to the subject matter of the Contract other than an expressly set out in the Contract.
- c. AFBI reserves the right to amend these terms and conditions.

11. Severability

If any provision of this Contract is held by the appropriate court or other competent authority to be void or unenforceable in whole or in part this Contract shall continue to be valid as to the other provisions of it and the remainder of the affected provision.

12. Governing Law

This Contract shall be governed by and construed in accordance with the law of Northern Ireland and the parties hereby submit to the exclusive jurisdiction of the Northern Ireland courts.

13. Data protection and freedom of information issues

AFBI takes data protection and freedom of information issues seriously. It takes care to ensure that any personal information supplied to it is dealt with in a way which complies with the requirements of the UK Data Protection Act 2018 and EU General Data Protection Regulation. In providing your own or a third party's personal information to AFBI, you acknowledge that any personal information you supply will be processed principally for the purpose for which it has been provided. However, AFBI may also use it for other lawful purposes in line with appropriate legislation. Please refer to the AFBI Cattle Health Scheme Privacy Notice (<https://www.afbini.gov.uk/publications/privacy-notice-afbi-cattle-health-scheme>) for further information.