

CA-AGReqc02

## **DIY livery yard agreement**

**These terms apply to our agreement:**

**I / we, the yard owner am / are:** [name]

**My address is:** [address]

**My contact telephone no is:** [number]

**The “Yard” address is:** [address / the same]

**You, the horse owner are:** [name]

**Your address is:** [address]

**Your contact telephone no is:** [number]

**The horse’s stable name is:** [name]

**“Box”** means a loose box where we keep your horse.

**The basic livery fee is** \$ per month

**The “Services” are:** whatever services we offer to you from time to time. Schedule 1 to this agreement is a list of Services and prices as at today.

**The veterinary surgeon we prefer to use is:** [name, address and tel]

**The farrier we prefer to use is:** [name, address and tel]

**Horse details are:**

**Registered name:**

**Passport issuer:**

**Passport number:**

**Height and colour:**

**Approx date of birth:**

**Feed regimen required:**

**Date teeth last filed:**

**Special vet requirements:**

**Other information or requirements:**

**Terms of the Agreement**

By signing a copy of these terms, you agree to them.

## **1. The livery**

- 1.1. This agreement is for the horse detailed in Schedule 1
- 1.2. We will change our prices from time to time. When we do so, new prices apply from the beginning of the next week after we publish the change.

## **2. Your warranties**

You warrant that:

- 2.1. your horse is free of disease;
- 2.2. your horse has no known vice;
- 2.3. your horse has no behaviour problem that you have not disclosed to us in writing;
- 2.4. you have an adequate level of knowledge of horses to be able to own, manage and ride your horse safely.

## **3. Your use of Yard**

You must comply with the following requirements. You are also responsible for full compliance by any person who comes onto the yard in connection with your affairs, even if you did not invite him / her.

**You must:**

- 3.1. use the Box only to secure one horse;
- 3.2. comply with the procedures we have set out for safe and efficient running of the Yard, a copy of which is attached to this agreement. We may change the procedures at any time;
- 3.3. comply with our reasonable suggestions in respect of the health of your horse;
- 3.4. accept full responsibility for the personal safety of yourself and any person brought to the Yard by you;

- 3.5. take out insurance against third party claims with a reputable company to cover all usual or reasonable risks and show to us proof that the insurance is in place at least 7 days before the first day of the period of this Licence. **If you fail to do this, then you may not bring your horse onto our Yard;**
- 3.6. have your horse vaccinated at appropriate intervals against equine flu and tetanus. **If you are unable to show proof of vaccination, you may not bring your Horse onto our Yard;**
- 3.7. make good any damage caused by you or your horse, to the Box, or any of our tools, equipment or Facilities, using professional tradesmen or buying replacements, as the case may be;
- 3.8. keep tack, feed and any other possessions we may allow you to bring on the Yard, in the places designated for them;
- 3.9. look after all walls, fences, gates, locks, and other fixtures or installations at all times.

**and you must not:**

- 3.10. bring a child under the age of 12 onto the yard except to ride a suitable pony under proper supervision;
- 3.11. bring a dog or other animal onto the Yard;
- 3.12. do, or allow anyone else to do, anything which might invalidate any insurance policy covering the Yard or which increases the premium we must pay;
- 3.13. leave any rubbish on the Yard;
- 3.14. bring onto or allow to remain on the Yard any animal infected with a contagious or notifiable disease;
- 3.15. bring onto or store on the Yard any goods whatever except tack, rugs, feed and other goods agreed by us;
- 3.16. contaminate or obstruct any waterway running through or adjacent to the Yard;
- 3.17. waste water.

## **4. Use of Facilities**

- 4.1. The fee we charge for livery does not include use of the Facilities.

- 4.2. You may use the Facilities by separate arrangement at separate fees.
- 4.3. You may pay for exclusive use of a Facility for a period by booking it [\[state method, place, etc of booking system\]](#).
- 4.4. You may also use a Facility free “as available”, so that you may not use it when booked by us for an event or when any other person has paid to use it. We do not have to give you notice of when it is booked or required by us.
- 4.5. Whether paid or free, your use the Facilities entirely at your own risk. You agree that you will inspect any Facility immediately before you use it and that you will not use it if you are not happy with its safe condition.
- 4.6. If you move jumps or other equipment for your use, you agree to return it to where you found it unless we have agreed that it may be left where you used it.
- 4.7. You may not engage a professional teacher to provide tuition on the Yard or in any Facility, neither may you provide lessons for money, except by arrangement with us.
- 4.8. Use of the cross country course is never free.

## **5. Use of services**

You may use a reasonable amount of electricity and water, but we may charge you if we consider your use to have been excessive.

## **6. Care of your horse**

You undertake:

- 6.1. to deal with your horse at all times with consideration for the safety of other horses and clients;
- 6.2. not to leave your horse tied up when you leave the yard;
- 6.3. to tie up your horse only where designated and in every way safely;
- 6.4. to provide necessary veterinary, farriery and dental care for your Horse. It is not part of the service we offer you, to make any arrangement for these services on your behalf. If we do assist you, we act only as your administrative agent. We are not responsible for any aspect of the services provided nor for payment to the service provider.

## **7. Limit of our responsibility**

- 7.1. You are responsible for the care of your Horse, which must include: twice daily attendance for full and adequate care for the health of your horse, including feeding, watering, mucking out, grooming, exercise, rugging up and general health.
- 7.2. If at any time, you fail to provide horse care services which are your responsibility under this agreement, or if we agree for a particular period or under a particular arrangement, to do so for you, whether we charge you or not, then we provided them without liability. You remain fully responsible for your horse.
- 7.3. If you fail to provide an acceptable level of care, and we believe it is in the best interest of your horse that we should provide care or professional services of any type, then we shall do so and the cost at our usual rates will be a debt due by you immediately.
- 7.4. If at any time, you ask some other person to undertake any of the work in caring for your horse, then:
  - 7.4.1 you must give us the name, address and contact information for that person and tell us what you expect her to do and when;
  - 7.4.2 you remain responsible not only for all matters in this agreement but for that person and everything she does.
  - 7.4.3 We are never responsible for the careless or negligent or intentional act of any other person who may cause you damage or inconvenience.
  - 7.4.4 We do not lend you money by paying for any service or goods on your behalf.

## **8. Veterinary call out**

If in our absolute discretion, it is necessary to call a vet to attend on your Horse, then we may do so, even if you are not available to give your consent. If we regard the circumstances as an emergency, we may do this even if you do not agree. You now irrevocably agree to pay the vet's fees if we do this.

## **9. Failure to pay our fees**

- 9.1. All livery bills are payable 4 weekly, in advance. Extra items are charged in arrears.

- 9.2. You may not ride your horse while ever a bill is overdue by more than 7 days.
- 9.3. When a bill becomes overdue by more than 7 days, you agree that we are entitled to take possession of your horse until payment to date has been made and you have arranged with us to remove your horse.
- 9.4. If you have still failed to pay us, 28 days after advance payment has become due, we may sell your horse and/or tack and/or trailer or box, and retain from the proceeds the money that you owe us. You now irrevocably appoint us as your agent to do this and sign any document on your behalf.

## **10. Horse Owner's responsibility and indemnity**

- 10.1. If damage is caused by you or any person, vehicle or animal you allow on the Yard, you agree to make good that damage immediately.
- 10.2. If you are not able to make good within seven days, or whatever shorter period is appropriate, you agree that we may have the work done. If that happens you agree that the cost is a debt due by you to us, payable immediately we send you a detailed bill.
- 10.3. You agree to indemnify us against all costs claims and expenses arising from any act or omission of yours in connection with your use of the Yard whether or not it is in breach of this agreement.

## **11. Termination**

- 11.1. Either you or we may terminate this licence upon one week's notice given at any time, without giving a reason. If we terminate before the expiry of a period for which you have paid, then we will refund that unexpired portion.
- 11.2. The termination of this agreement does not cancel any outstanding obligations between us.
- 11.3. When this agreement terminates, for whatever reason, you will take your horse and leave the Yard in the state and condition in which this agreement requires. In particular, you will leave no rubbish of any sort.
- 11.4. You agree that we may take and sell for ourselves and tack or other equipment or materials left behind by you fourteen days after you have left the Yard.

## **12. When we ride your horse**

The following provisions apply when we or any person employed by us, or contracted by us (“Rider”), rides your horse or exercises it in hand, at your request. It applies whether the arrangement is informal or specifically contracted. It applies whether the horse is ridden or exercised on our premises, while hacking out or on any third party premises, such as a showground.

- 12.1. You accept that accidents happen from time to time and that it is impossible to foresee what might happen. You accept that neither we nor any Rider will be liable in the event of injury to your horse, damage to tack, or any other cause of a loss of use or loss of value of your horse.
- 12.2. In any event when you fail to tell us of any known propensity of your horse which could increase the chance of loss, damage or injury to a Rider, you agree fully to indemnify us and the Rider against any loss, including damages for personal injury.

## **13. Insurance**

You may insure your horse on the Yard. We are under no obligation to insure anything and shall not be held responsible for any loss or damage to your horse, property or goods.

## **14. Safety**

We bring to your attention last of all the requirements for the safety of you, us, our other visitors and our horses. It is essential that at all times you:

- 14.1. supervise any child you bring onto the Yard;
- 14.2. wear a hard hat at all times you are mounted;
- 14.3. wear appropriate shoes with low heels all times you are mounted;
- 14.4. drive your car or lorry very, very slowly when you are on our property;
- 14.5. avoid sudden movements and loud noise among horses;
- 14.6. do not approach any other horse unless you are sure you know its temperament;

14.7. all horses kick in aggression and defence. You are responsible for the behaviour of your horse while in your control;

14.8. manage your horse carefully while in your control.

**Signed by the parties:**

## **Schedule 1: the horse**

Name:

Colour:

Brands:



Attendance on farrier, per hour	\$12
Attendance on vet, senior person, per hour	\$20
Attendance on you, eg putting up jumps, per hour	\$12
Worming, inc supply of dose	\$10
Clipping - trace or similar	\$20
Clipping - full	\$35
Additional shavings, per bale	\$5
Additional hay, per bale	\$4
Additional haylage, charged as used	
Additional hard feed, charged as used	
Exclusive use of indoor arena, per hour	\$20
Exclusive use of outdoor arena, per hour	\$12
Use of cross country course, per round or half hour	\$6

## Schedule 3:

### Yard procedures

These are the procedures now in place. We ask all owners to comply

#### 1. Feed and care instructions

All instructions to us must be in writing, posted in the box located [\[state where you want them\]](#). This box is emptied once a day, usually around [\[mid morning\]](#).

#### 2. Urgent instructions

If you cannot get to the yard or your instructions are urgent, you may leave a message on our telephone on [01234 56789](#). Please note that **we cannot accept verbal instructions given to us around the yard**, nor are we available personally, outside the hours of [8.00 am to 5.00 pm](#), Monday to Friday.

#### 3. Changes of feed

Our rates are based on hay or haylage and up to one kilo of suitable hard food per day. (No hard food for ponies). We shall be happy to discuss your horses' requirements with you, but we do charge for increased feed.

#### 4. Parking

Please park in the allocated area and encourage your visitors to do likewise.

#### 5. Use of covered arena

The covered arena may be booked by completing the booking sheet [\[where, how, etc\]](#). Once booked, you may cancel only on at least 24 hours notice, as your booking may have prevented some other person from using it.

#### 6. Use of other facilities

All of the other facilities around our establishment are available for your use, subject to shows, events and the state of the land, and of course use by others. We will post details of these, so far as we can, on the notice board in the refreshments room.

#### 7. Security

Please look out for yourself and others on all questions of security. In particular, please shut the tack room door on leaving and do not disclose the code to anyone else.

## **8. Routes and pathways**

Horses may not be taken down the narrow way between blocks B and C.

# Explanatory notes

## DIY livery yard agreement

### Paragraph specific Notes:

Notes on specific paragraphs

#### 1. **The Livery**

The basic contract. No comment.

#### 2. **Your warranties**

We want to protect you against other people's problems. The last point is difficult to prove or define, but in case of accident it would help to protect you against a claim both by your client and by the Health and Safety brigade.

#### 3. **Your use of Yard**

This is a menu for you to choose, delete, or add, as you think best. If you can think of anything important we have forgotten, do tell us.

Third party insurance is very useful to you. If someone else causes an accident, you may well be included as a prospective defendant on the basis of occupier's liability. Proper insurance by the "guilty" party will protect you from any such claim and help to reduce your own premiums.

Vaccination is essential. It is obviously sensible to keep diseases off the Yard. It may also be important to be able to "pass on" an legal claim against you for problems which arise from a sick animal passing on his disease.

#### 4. **Use of Facilities**

Again we have provided a menu of possibilities. Edit freely.

#### 5. **Use of services**

Self explanatory.

#### 6. **Care of your horse**

You should edit this paragraph to satisfy the exact requirements of you business.

#### 7. **Limit of our responsibility**

Self explanatory protection for you.

## **8. Veterinary call out**

This paragraph may seem very strong, but in the event of an epidemic or a notifiable disease, the Yard Owner needs to be able to act quickly, both to comply with the law and to protect other animals.

## **9. Failure to pay our fees**

This is always a difficult issue since the yard owner is obviously responsible for the welfare of every horse on the yard, whether or not the owner pays. This agreement assumes payments are in advance, so that the period of any customer default is as short as possible. Subject to that, the answer is to be ruthless, but cautious. If you fail to make reasonable efforts to find a non-paying owner and demand money, you may ultimately be liable if you sell his horse over hastily. So . . . . leave the draconian provisions in the agreement, but apply them cautiously!

## **10. Horse Owner's responsibility and indemnity**

Damage to property would be a breach of this agreement without this provision, but this makes it quite clear and enables you to get the work done and sue for the cost. The real hope is that your clients will take more care. The last sub paragraph covers anything else.

## **11. Termination**

Another perennial problem is clients who leave half their gear behind and expect you to look after it. No doubt in reality you will take a kinder view than is implied here, but this protects you from a continuing problem.

## **12. When we ride your horse**

This is very strong provision in favour of the rider/employee. It is very useful to have a disclaimer around any lameness, injury or other physical illness of the horse, potentially resulting from such exercise/schooling, being the responsibility of the owner of the horse - not the rider/employee.

## **13. Disclaimers and limitation of liability**

Self explanatory protection for you.

## **14. Safety**

No doubt you will have safety notices around the yard. However, the subject is too important to be left to chance. By these provisions you are making your requirement crystal clear and at the same time protecting yourself from claims.

## **The Schedules**

We have no comments on these. There are no legal requirements as to how such matters are set out or what you want to include. Treat our proposals as a menu.

## **End of notes**