IE-AGReqc02

DIY livery yard agreement

By signing a copy of these terms, [redacted].

The date is:	[date]
I / we, the Yard [redacted] / [redacted]:	[name]
My address is:	[Address]
My contact telephone no is:	[number]
The “Yard” address is:	[address]
You, the horse owner are:	[name]
Your address is:	[Address]
Your contact telephone no is:	[number]
The basic livery fee is	€ [amount] per month
“Facilities”	means the facilities described in Schedule [2].
The “Services” are:	whatever services we offer to you from time to time. Schedule [1] to this agreement [redacted].
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:

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1. The livery

1.1. This agreement is for the horse detailed above.

1.2. We will change our prices from time to time. If we do we will give you notice of the change. When we do so, new [redacted].

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 [redacted];

2.4. you have an adequate level of knowledge of horses to be able to own, [redacted].

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 [redacted], [redacted] / [redacted].

You must:

3.1. comply with the Yard procedure we have set out in Schedule 3 for safe and efficient running of the Yard. [redacted];

3.2. comply with our reasonable suggestions in respect of [redacted];

3.3. accept full responsibility for the personal safety of yourself and any person [redacted].

3.4. keep tack, feed and any other possessions we may allow you to bring on the [redacted], [redacted];

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3.5. look after all walls, fences, gates, locks, and [redacted].

3.6. 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 [redacted]. [redacted], [redacted];

3.7. have your horse vaccinated at appropriate intervals against equine flu and tetanus. **If you are unable to show proof of [redacted], [redacted];**

and you must not:

3.8. come onto the Yard whilst under the influence of drugs or alcohol and you agree that our staff will [redacted];

3.9. bring a dog or other animal [redacted];

3.10. do, or allow anyone else to do, anything which might invalidate any insurance policy covering the [redacted];

3.11. leave any rubbish on the Yard;

3.12. bring onto or allow to remain on the Yard any animal infected [redacted];

3.13. bring onto or store on the Yard any goods whatever except tack, rugs, [redacted];

3.14. contaminate or obstruct any waterway running through or [redacted];

3.15. waste water.

4. Use of Facilities

4.1. The fee we charge for livery does not [redacted].

4.2. You may use the Facilities by separate [redacted].

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4.3. You may pay for exclusive use of a Facility for a period by booking it [[redacted], [redacted], [redacted]].

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 [redacted]. [redacted].

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 [redacted].

4.6. If you move jumps or other equipment for your use, you agree to return it to where you found it unless [redacted].

4.7. You may not engage a professional teacher to provide tuition on the Yard or in any Facility; neither may [redacted], [redacted].

5. Use of Services

You may use a reasonable amount of electricity and water, but we may charge you [redacted].

6. Care of your horse

You undertake:

6.1. to deal with your horse at all times with consideration for the [redacted];

6.2. not to leave your horse tied up when it is [redacted];

6.3. to tie up your horse only where designated [redacted];

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 [redacted]

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[redacted].

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 [redacted], [redacted], [redacted], [redacted], [redacted], [redacted];

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, [redacted], [redacted]. [redacted].

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 [redacted].

7.4. If at any time, you ask some other person to undertake any of the [redacted], [redacted]:

7.4.1 you must give us the name, address and contact information for that person and tell [redacted];

7.4.2 you remain responsible not only for all matters in this agreement but [redacted].

7.5. We are never responsible for the careless or negligent or intentional act of any other [redacted].

7.6. We do not lend you money by paying for any [redacted].

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8. Veterinary and medical call out

8.1. 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 [redacted].

8.2. In the event of injury to you or any person brought onto the Yard by you, we may call for urgent medical assistance, in our absolute discretion. If such [redacted].

9. Failure to pay our fees

9.1. All livery bills are payable 4 weekly, in advance. [redacted].

9.2. Extra items include not only the items specified in Schedule 1 but also items of accidental damage to a stable, our horse lorry, or any of our tools, [redacted].

9.3. You may not ride your horse while ever a bill is [redacted] 7 [redacted].

9.4. 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 [redacted].

9.5. 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 [redacted].

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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, [redacted].

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 [redacted], [redacted].

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 [redacted].

11. Termination

11.1. Either you or we may terminate this agreement upon [one] week's notice given at any time, without giving a reason. If we terminate before the expiry [redacted], [redacted].

11.2. The termination of this agreement does not cancel [redacted].

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 [redacted]. [redacted], [redacted].

11.4. You agree that we may take and sell for ourselves and tack or other equipment or materials left behind [redacted].

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 [redacted]

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[redacted], [redacted], [redacted].

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, [redacted], [redacted].

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 [redacted], [redacted].

13. Disclaimers and limitation of liability

13.1. You alone are [redacted].

13.2. If at any time, you fail to provide horse care services which are your responsibility under this agreement, [redacted], [redacted], [redacted], [redacted]. [redacted].

13.3. Each horse has a different personality and behaves in its own way towards people and other horses. [redacted]. [redacted], [redacted], [redacted], [redacted], [redacted].

13.4. If you fail to provide an acceptable level of care, and we believe it is in [redacted], [redacted].

13.5. We are never responsible for the careless [redacted].

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13.6. Our Services are provided “as is”. [redacted] :

13.6.1 useful to you;

13.6.2 of satisfactory quality;

13.6.3 fit for a particular purpose;

13.6.4 available or [redacted] .

13.7. We accept no responsibility [redacted] .

13.8. You agree that in any circumstances when we may become liable [redacted] 12 [redacted] .

13.9. Except in the case of death or personal injury, our total liability under this agreement, [redacted] € [1 , 000]. [redacted] .

13.10. We are under no obligation to insure anything [redacted] .

13.11. We shall not be [redacted] :

13.11.1 indirect or consequential loss; or

13.11.2 economic loss or other loss of turnover, [redacted] .

13.12. This paragraph (and any other paragraph which [redacted]) [redacted] .

13.13. If you become aware of any breach of any term of this agreement by [redacted] [[redacted]]. [redacted] .

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14. Safety

We are not your carers. We are not responsible for your failure to take care of yourself or the [redacted] . [redacted] . [redacted] . [redacted] :

14.1. supervise any child you bring onto the Yard;

14.2. wear a safety [redacted] ;

14.3. wear appropriate shoes [redacted] ;

14.4. drive your car or [redacted] , [redacted] ;

14.5. avoid sudden movements and loud noise among horses;

14.6. do not approach any [redacted] ;

14.7. manage your horse carefully while in your control. [redacted] . [redacted] .

15. Miscellaneous matters

15.1. The schedule to this agreement [redacted] .

15.2. We take your privacy seriously and will only [redacted] 2018 [redacted] [4].

15.3. Any obligation in this agreement [redacted] .

15.4. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted] , [redacted]

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[redacted] . [redacted] , [redacted] [redacted] .

15.5. No failure or delay by any party to exercise any right, [redacted] .

15.6. Any communication to be served on either of the parties [redacted] - [redacted] .

It shall be deemed to have been delivered:

if delivered [redacted] : [redacted] ;

if sent by post [redacted] : [redacted] 72 [redacted] ;

If sent by e-mail to the address from which the receiving party has last sent e-mail: [redacted] 24 [redacted] - [redacted] . [[redacted] - [redacted] . [redacted] , [redacted]]

15.7. In the event of a dispute between the parties to this agreement, [redacted] .

15.8. So far as the law permits, [redacted] , [redacted] .

15.9. The validity, construction and performance of this agreement shall [redacted] .

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Signed by the parties:

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Schedule 1: Services and prices

Note: this is an example only. You will have [redacted]

DIY livery	**Horses**	**€ 100 per week**
	Ponies	**€ 75 per week**

Includes weekly provision of;

loose box

turnout by you

one bale of shavings

two bales of hay

use of buckets and Yard tools

use of tack room and rug room

use of Facilities

parking space for box or trailer

Partial livery	**Horses**	**€ 125per week**
	Ponies	**€ 100 per week**

Includes weekly provision of;

all things included in DIY livery, plus:

standard portion of hard feed;

and service on agreed days of:

feeding and watering twice each day;

turnout (except in very wet weather);

Additional items

Exercise hacking out, per hour	€16
Schooling, per hour	€35
Attendance on farrier, per hour	€16
Attendance on vet, senior person, per hour	€25
Attendance on you, [redacted]	€16
Worming, inc supply of dose	€13

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Clipping - trace or similar	€25
Clipping – full	€40
Additional shavings, per bale	€10
Additional hay, per bale	€9
Additional haylage, charged as used	[ ]
Additional hard feed, charged as used	[ ]
Exclusive use of indoor arena, per hour	€25
Exclusive use of outdoor arena, per hour	€16
■ , ■	€11

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Schedule 2: the Facilities

[■ , ■ ■ ■ ■ . ■ ■ ■ ■ .:]

The indoor riding school

The outdoor arena

The cross country course

Dressage arena

Show jumps anywhere]

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Schedule 3: Yard Procedures

[redacted].

1. Feed and care instructions

[redacted], [redacted] [redacted]. [redacted], [redacted] [redacted].

2. Urgent instructions

[redacted], [redacted] [redacted]. [redacted], [redacted], [redacted] 8 . 00 [redacted] 5 . 00 [redacted], [redacted].

3. Charges for feed

[redacted]. ([redacted]). [redacted], [redacted].

4. Parking

[redacted].

5. Use of covered arena

[redacted] [redacted], [redacted], [redacted]. [redacted], [redacted] 24 [redacted], [redacted].

6. Use of other Facilities

[redacted], [redacted], [redacted], [redacted]. [redacted], [redacted]

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[redacted], [redacted].

7. Security

[redacted]. [redacted], [redacted].

8. Routes and pathways

[redacted].

Schedule 4

The following information constitutes our privacy notice.

Introduction

1. [redacted]. [redacted], [redacted].

2. [redacted]. [redacted], [redacted].

3. [redacted], [redacted].

4. [redacted], [redacted], [redacted], [redacted].

1. Definitions

[redacted]:

"Act"	means the Data Protection Act 2018.
“Directive”	[redacted] ([redacted]) 2016 / 680 [redacted]

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	[redacted] 27 [redacted] 2016 [redacted], [redacted], [redacted], [redacted], [redacted] 2008 / 977 / [redacted].
"the Data Protection Regulations"	[redacted] ([redacted]) 2016 / 679 [redacted] 27 [redacted] 2016 [redacted] 95 / 46 / [redacted] ([redacted]).
"the Law"	means all or any of: (a) the Data Protection Regulations, (b) the Act, (c) the Data Protection Act 1988, (d) the Data Protection Act 2003, (e) regulations made under the Act, (f) Directive.

"[redacted]", "[redacted]", "[redacted]", "[redacted]", "[redacted]", "[redacted]" [redacted] "[redacted]" [redacted], [redacted]. [redacted] "[redacted]" [redacted] "[redacted]" [redacted], [redacted]. [redacted] "[redacted]".

[redacted], "[redacted]", [redacted].

2. Data Protection

2.1. [redacted].

2.2. [redacted], [redacted], [redacted]

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[redacted].

3. What data we may process in each category

We shall process this basic personal data:

3.1. [redacted], [redacted], [redacted], [redacted].

3.2. all information you give to us.

3.3. financial information processed through the banking system.

3.4. information relevant to the performance of your contract.

3.5. [redacted], [redacted].

3.6. [redacted], [redacted].

3.7. [[redacted]].

4. The bases on which we process information about you

[redacted], [redacted]. [redacted]. [redacted].

[redacted].

[redacted].

[redacted]

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[redacted], [redacted].

[redacted].

[redacted], [redacted].

[redacted].

Information we process with your consent

[redacted], [redacted].

[redacted].

[redacted]. [redacted], [redacted], [redacted].

Information we process because we have a legal obligation

[redacted], [redacted].

[redacted], [redacted].

This may include your personal information.

5. Specific uses of information you provide to us

Communicating with you

[redacted], [redacted] - [redacted], [redacted]

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[redacted].

[redacted].

[redacted], [redacted].

Dealing with complaints

[redacted], [redacted].

We use that information to resolve your complaint.

[redacted], [redacted]. [redacted], [redacted], [redacted], [redacted].

[redacted], [redacted].

[redacted], [redacted].

Visitors

[redacted] ([redacted]) [redacted].

[redacted].

[redacted], [redacted].

6. Management of your information

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Access to your personal information

[redacted].

[redacted], [redacted] [[redacted]].

[redacted], [redacted], [redacted].

Removal of information

[redacted], [redacted] [[redacted]].

[redacted]. [redacted], [redacted].

[redacted], [redacted], [redacted].

Verification of your identity

[redacted], [redacted]. [redacted].

7. Post termination

7.1. [redacted], [redacted]:

7.1.1. [redacted] - [redacted].

7.1.2. [redacted], [redacted], [redacted], [redacted]. [redacted].

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7.2. [redacted]:

7.2.1. [redacted];

7.2.2. [redacted];

7.2.3. [redacted];

8. Who handles your data

[redacted], [redacted] [[redacted]] [redacted] [[redacted]].

[redacted], [redacted].

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Explanatory notes:

DIY livery yard agreement

General notes

1. This is an agreement which needs no witnesses to the signatures. It is not valid unless dated. You should prepare two copies and [redacted].

2. This agreement is drawn as a possible model. Every business is different. You can safely change [redacted].

3. Only you know how you will use this document and whether you will change detail for individual owners. That is for you. But we have placed almost all the variable matters on the first page and in the schedules. We have done [redacted].

4. If you wish to use this document as a hand-out to be signed by each new owner before she brings horse onto your yard you [redacted].

Paragraph specific notes:

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 [redacted].

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 [redacted].

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 [redacted]

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[redacted].

Vaccination is essential. It is obviously sensible to keep diseases off the yard. It may also be important to be able to “pass on” any legal claim against you for [redacted].

4. Use of Facilities

Again we have provided a menu of possibilities. [redacted].

5. Use of Services

Self explanatory

6. Care of your horse

You should edit this paragraph to satisfy the exact requirements [redacted].

7. Limit of our responsibility

Self explanatory protection for you.

8. Veterinary and medical 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 [redacted].

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 [redacted], [redacted]. [redacted]-[redacted], [redacted]. [redacted].... [redacted], [redacted]!

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 [redacted]. [redacted]

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[redacted].

11. Termination

Another perennial problem is clients who leave half their gear behind and expect you to look after it. No doubt [redacted].

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 [redacted].

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 [redacted].

A helmet can help prevent head injuries. Nevertheless, many equestrians choose not to wear [redacted].

At first glance it seems sensible to demand that everyone should wear a helmet when riding on your premises or out of your yard. However, if you have such a policy, and failed [redacted].

We have therefore used words which strongly advise the wearing [redacted].

Please note however, that you would certainly be responsible if someone under your care and control suffered [redacted].

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15. Miscellaneous matters

A number of special points. We have identified each of these as important to protect you. Some are relevant to particular paragraphs in the document, [redacted]. [redacted]. [redacted].

15.2: This self explanatory provision deals with your obligations under the Data protection Act 2018. We suggest leave it as is and edit Schedule 4 as you require.

Schedules 1 to 3

We have no comments on these. There are no legal requirements as to how such [redacted]. [redacted].

Schedule 4

Paragraph numbers refer to [redacted].

Introduction

Leave these paragraphs in place unless there is a good reason to edit them or remove them. Each [redacted].

1. Definitions

Basic terms defined in the [redacted]. [redacted].

2. Data protection

A [redacted]. [redacted].

3. Personal information we may process

Data Protection Act 2018 ("[redacted]") [redacted].

The purpose of this [redacted].

We have given you [redacted]. [redacted].

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4. The bases on which we process information about you

The Act allows a person or business to process personal data only if the purpose of [redacted] , [redacted] " [redacted] " ([redacted] " [redacted] " [redacted] " [redacted] "). [redacted] , [redacted] , [redacted] .

These are:

The client [redacted] ; [redacted] / [redacted]

one or both of [redacted] .

Less commonly, some [redacted] .

Where the data subject is a customer or client the most obvious basis [redacted] " [redacted] ". [redacted] . [redacted] .

On the other hand, if you want to send marketing materials to your clients, then you will probably need to obtain consent [redacted] . [redacted] , [redacted] . [redacted] , [redacted] " [redacted] " [redacted] .

You must make sure that when you ask specifically for consent, [redacted] . [redacted] .

5. Specific uses of information you provide to us

This section provides more information about specific [redacted] . [redacted]

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[redacted].

However, [redacted].

6. Management of your information

Under the Act, a data subject has a [redacted], [redacted] - [redacted] - [redacted].

You should leave [redacted].

7. Post termination

It is a requirement of the Act to [redacted]. [redacted] - [redacted].

Basic Irish law relating to limitation for bringing a claim, [redacted], [redacted]. [redacted] " [redacted] " [redacted].

8. Who handles your data

This paragraph sets [redacted].

In any case, you must tell [redacted], [redacted]. [redacted].

End of notes

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