IE-AGReqc10

Horse training agreement

Dated: [Date]

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

This agreement is dated: [date] I / we, the Yard $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ / \blacksquare [name] [personal address] My address is: The Yard address is: [address / the same] You, the horse owner, are: [name] Your address is: [address] The registered name of the horse [name] is: The "Fee" is: € [amount] per week. Period of training: [four weeks certain, then until terminated]. "Target Events" means the competitions, events and outings ■ ■ "Facilities" means the facilities described in Schedule 4. means training, rider training, livery and any "Services" other = = = = = = = = = = = = = = = . The veterinary surgeon we prefer [name, address and tel]. to use is: The farrier we prefer to use is: [name, address and tel].

1. The agreement

1.1.	This agreement relates to the horse whose details are set out in Schedule 1 ("horse").
1.2.	For the Fee, we agree to take; your horse for training and you for rider

2. Your warranties

You warrant that:

2.1.	the information set out in Schedule 1 and the following \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
2.2.	your horse has no behaviour problem that you have not \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
2.3.	you know of no circumstances when the horse may damage ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	your horse is insured to its full value and in respect of all risks usual to insure against for a horse to
2.5.	you have taken out a policy of insurance to cover all risks associated ■
2.6.	your horse has been vaccinated in
2.7.	the horse is sound in heart, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
2.8.	the horse has been treated with no medication in the previous twelve months,
2.9.	the horse now carries no infectious • • • • • • • • • • • .
2.10.	The horse has suffered the diseases, conditions and physical damage now listed in Schedule 1 but no longer suffers nor carries any residue of any disease which
2 11	
2.11.	the horse has no "vice" such as crib or door or fence ■ ■ ■ , ■ ■ ■ ■

3. Your obligations

You a	gree that you will:
3.1.	comply with our reasonable suggestions in respect of \blacksquare
3.2.	comply with Yard procedures and rules we may •••••••••••••••••••••••••••••••••••
3.3.	accept full responsibility for the personal safety of yourself and any person ••••••••.
3.4.	pay us for repairs or re-instatement for any damage caused by you or your horse, to a stable, our horse lorry, or any of our tools, equipment or Facilities.
	;
3.5.	keep tack, feed and any other possessions we may allow you to bring on the \blacksquare
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
	,
3.7.	have your horse vaccinated at appropriate intervals against equine flu and tetanus. If you are unable to show proof of
3.8.	look after all walls, fences, gates, locks, and
0.0.	
and y	ou must not:
3.9.	come onto the Yard whilst under the influence of drugs or alcohol and you agree that our staff will
3.10.	bring a dog or other animal \blacksquare
3.11.	do, or allow anyone else to do, anything which might invalidate any insurance policy covering the

Training programmes			
4.1.	The horse training programme described in Schedule 2 is a guide only. If we in our discretion, decide that either your horse or [you / the rider] is not ready to undergo training to the		
4.2.	If you decide that [you / the rider] no longer wish to undergo rider training, we		
Use	e of Facilities		
5.1.	The fee we charge for rider training includes use of Facilities during a training session but does		
5.2.	You may use the Facilities by separate ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
5.3.	You may pay for exclusive use of a Facility for a period by booking it [= = = = = = , = = = , = = = = =].		
5.4.	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		
5.5.	Whether paid or free, you use the Facilities entirely at your own risk. You agree that you will inspect any Facility immediately before you use it and		
5.6.	If you move jumps or other equipment for your use, you agree to return them to where you found them unless •••••••••••••••••••••••••••••••••••		

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

3.12. leave any rubbish on the Yard;

4.

5.

	5.7.	You may not engage a professional teacher to provide tuition on the Yard or in any Facility neither may you • • • • • • • • • • • • • • • • • • •
6.	Fail	ure to pay our fees
	6.1.	All bills are payable 4 weekly, in advance.
	6.2.	Extra items include not only the items specified in Schedule 3 but also items of accidental damage to a stable, our horse lorry, or any of our tools,
	6.3.	You may not ride nor remove your horse while ever a bill is overdue ■ ■ ■ ■ ■ ■ ■ ■ ■ [14] ■ ■ ■ ■ .
	6.4.	When a bill becomes overdue by more than [14] days, you agree that we are entitled to take possession of your horse until payment to date has been made and
	6.5.	If any money due to us remains unpaid 28 days after it has become due, we may sell your horse and/or tack and/or trailer or lorry, and retain from the proceeds the money that you owe
7.	Inde	emnity
	You a	agree to indemnify us against all costs
	7.1.	any act or omission of yours in connection with your use of the Yard whether ••••••••••••••••••••••••••••••••••••
	7.2.	in particular for any cost or liability we may incur as a result of your horse showing any vice or

8. Care and competitions

8.1.	care, ir	vour horse remains in our Yard, we alone are responsible for the including feed and
0.0		
8.2.		use our best endeavours to attend with your horse at
OR		
8.3.	We sha	all discuss together from time to time the
8.4.		all pay entry fees on ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.5.		time, we may decide that the horse or rider is not
8.6.	On any	v occasion when the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
0.0.		
	8.6.1	a share of the travel costs pro rata with owners of
	8.6.2	the cost
	8.6.3	the cost

9. When we ride your horse

10.

:::	cted by us ("Rider"), rides your horse
9.1.	You accept that accidents happen from time to time and that it is impossible to foresee what might happen.
9.2.	In any event when you fail to tell us of any known propensity of your
Disc	laimers and limitation of liability
10.1.	Our staff hours are limited. While we will never neglect the care of your
10.2.	Each horse has a different personality and behaves in its own way towards people and other horses.
10.3.	We are never responsible for the careless • • • • • • • • • • • • • • • • • •
10.4.	Our Services are provided "as is".

The following provisions apply when we or any person employed by us, or

	10.4.1 useful to you;
	10.4.2 of satisfactory quality;
	10.4.3 fit for a particular purpose;
	10.4.4 available or \blacksquare
10.5.	We accept no responsibility • • • • • • • • • • • • • • • • • • •
10.6.	you agree that in any circumstances when we may become liable = = = = = = = = = = = = = = = = = = =
OR	
10.7.	Except in the case of death or personal injury, our total liability under this ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••••
10.8.	We shall not be = = = = = = = = = = = = = = = = = =
	10.8.1 indirect or consequential loss; or
	10.8.2 economic loss or other loss of turnover, ••••, ••••
10 9	This paragraph (and any other paragraph which \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
10.5.	
10.10.	If you become aware of any breach of any term of this agreement by

11. Veterinary and medical call out

12.

Termination 12.1. This agreement is subject to a trial period of [14],,,,,,,
OR 12.2. This agreement terminates [eight] weeks
12.2. This agreement terminates [eight] weeks,,,,,,,
OR 12.3. You or we may terminate this,,,
OR 12.3. You or we may terminate this , , , , , , , , ,
12.3. You or we may terminate this = = = = [= = =] = = = = = = .
12.4. The termination of
12.5. When this agreement terminates, for whatever reason, you will take ■ ■
12.6. You agree that we may take and sell for

13. Safety

14.

yours	re not your carers. We are not responsible for your failure to take care of elf or the
13.1.	supervise any child you bring onto the Yard;
13.2.	wear a safety • • • • • • • • • • • • • • • • • • •
13.3.	wear appropriate shoes • • • • • • • • • • • • • • • • • • •
13.4.	drive your car or •••••;
13.5.	avoid sudden movements and loud noise among horses;
13.6.	do not approach any • • • • • • • • • • • • • • • • • • •
13.7.	manage your horse carefully while in your control.
Miso	cellaneous matters
14.1.	The schedules, if any,
14.2.	We take your privacy seriously and will only • • • • • • • • • • • • • • • • • • •
14.3.	No amendment or variation to this agreement
14.4.	So far as any time,

14.5.	jurisdiction to be void, invalid or unenforceable, then it shall be treated
14.6.	Any obligation in this agreement
14.7.	No failure or delay by any party to exercise any right,
14.8.	Any communication to be served on either of the parties
	It shall be deemed to have been delivered:
	if delivered = = = = = = : = = = = = = = = = = = =
	if sent by post • • • • • • • • • • • • • • • • • • •
	If sent by e-mail to the address from which the receiving party has last sent e-mail:
	• • • •].
14.9.	In the event of a dispute between the parties to this agreement,
14.10	So far as the law permits, ••••••••••••••••••••••••••••••••••••

14.11. The validity, construction and performance of this agreement shall \blacksquare	

Signed by the parties:

Schedule 1: the horse

[Note:	this schedule is the •••••••••••••••••••••••••••••••••••
Regist	tered name:
Passp	ort issuer:
Passp	ort number:
Appro	x date of birth:
Heigh	t and colour:
Feed i	regimen required:
Specia	al vet requirements:
Date t	eeth last filed:
Dates	of last vaccinations:
List of	tack
Other	information or requirements:
•	He is = = = = = = = = = ; = = = = = = = .
•	He is allergic to horse flies.
•	He is = = = = = = = = = = = = = = = = !
•	He is frightened of
•	He has a sarcoid on his chest.
•	Needs shoeing
•	Wash him down after

Schedule 2: horse training, rider training and Target Events

The training regimen will be approximately as follows:

•	horse will be ridden six times a week
•	horse will be schooled by [name]
•	When not • • • • , • • • • • • • • • • • • • •
horse	will be taken to various
The T	arget Events for [year] are:
[list ta	rget events]
	training: Samantha Brown will attend for a lesson / training every Thursday at
II. 30 ■ ■ ■	,

Schedule 3: livery arrangements	very arrangements	3: live	ıle 3	nedu	Sch
---------------------------------	-------------------	---------	-------	------	-----

Traini	ng livery is = = = = = = = = = = = = = = = = = = =	• • • • • • • • • • • • • • • • • • • •				
It is lik	kely to include provision of;					
•	loose box and bedding					
•	feed according	2/3 ;				
•	turnout (except in very wet weath	ner);				
•	rug management;					
•	daily health assessment.					
•	use of facilities					
•	parking space for lorry or trailer					
•	training as scheduled;					
•	full grooming care;					
•	show preparation once each week;					
•	boxing assistance once each we	eek;				
•	attendance on farrier and dentist.					
Addit	ional items					
Attendance on vet, per hour € 30						
Worming, inc supply of dose € 15						
Clippi	ng – full	€ 50				
• • •						

Schedule 4: the Facilities

The Facilities are:

- Cross country course
- Arena
- Grass schooling area
- Show jumping field
- etc, etc

Schedule 5

The following information constitutes our privacy notice.

Introd	uction

1.		
2.		
3. 4.		
4. 1.		,,,,,,
1.		.,
	"Act" "Directive"	means the Data Protection Act 2018.
	"the Data Protection Regulations"	2008 / 977 / • • • • . (• • • •) 2016 / 679 • • • • • 2016

			95 / 46 / (
	"the L	aw"	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.
			, "", "", "",
		", " " - : 	
		"	
		•••••	"",
2.	Data	Protection	
	2.1.		
	2.2.		,
3.	What	data we may prod	ess in each category
	We sh	nall process this ba	sic personal data:
	3.1.	,	
	3.2.	all information you	give to us.
	3.3.	financial information	on processed through the banking system.
	3.4.	information releva	nt to the performance of your contract.

	3.5.	-								
	3.6.	, = 1				•••			■,■■■	
ı	3.7.	[=						■■■■ nation abo		■ ■ ■].
	•••					• • • •			• • • • • •	
	•••	• • •				•••	■ .			
	•••	• • •	•••	••.						
	•••	• • •	•••	•••		• • • •	••••	••••	•••••	
	•••	• • •	•••							,
	•••	• • •	•••			• • • •	■ ■ .			
					■ ■ , ■					

Information we process with your consent

Information we process because we have a legal obligation
,
This may include your personal information.
Specific uses of information you provide to us
Communicating with you
•.
,,
Dealing with complaints

We use that information to resolve your complaint.

5.

	,,
	,
	•••••
	Visitors
6.	Management of your information
	Access to your personal information
	,
	,
	Removal of information

	,
Verif	ication of your identity
Post	termination
7.1.	
	7.1.1.
	7.1.2.
7.2.	
	7.2.1.
	7.2.2.
	7.2.3.
	handles your data

Explanatory notes:

Horse training 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
2.	This agreement is drawn as a possible model. Every business is different. You can safely change ** ** ** ** ** ** ** ** ** ** ** ** **
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
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 •••••••••••••••••••••••••••••••••••

Paragraph specific notes

Notes relating to numbered paragraphs

1. The agreement

This is the summary basis of the deal. The sum charged, either as lump sum or per week,

2. Your warranties

3. Your obligations

This is a menu for you to choose, delete, or add, as you think best. If you can think of anything

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
••••
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
Training programmes
Edit to suit your business.
Use of Facilities
Again we have provided a menu of possibilities. ■ ■ ■ ■ ■ ■ .
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
Indemnity
A short and simple provision to protect you.
Care and competitions
You should edit this paragraph to •••••••••••••••••••••••••••••••••••
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

4.

5.

6.

7.

8.

9.

10.

Disclaimers and limitation of liability

Self explanatory protection for you.

11. Veterinary and medica	I call out
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This paragraph may seem very strong, but in the event of an epidemic or a **Termination** Another perennial problem is clients who leave half their gear behind and expect you to look after it. No doubt ------ ------------------........................ Safety

13.

12.

No doubt you will have safety notices around the yard. However, the subject is too important to be left

A helmet can help prevent head injuries. Nevertheless, many equestrians

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

Please note however, that you would certainly be responsible if someone

14. 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,

14.2	This self explanatory provision deals with your obligations under the Data protection ••••• 2018 . •••••••••••••••••••••••••••••••••••
Sched	lule 5
Parag	raph numbers refer to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Introd	uction
	these paragraphs in place unless there is a good reason to edit them or e them. Each
	■ ■ ■ .
1.	Definitions
	Basic terms defined in the
2.	Data protection
	A
3.	Personal information we may process
	Data Protection Act 2018 (" • • • • ") • • • • • • • • • • • • • •
	The purpose of this ••••••••••••••••••••••••••••••••••••
	We have given you
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 •••••••••••••••••••••••••••••••••••

These are:

	The client = = = = = = = = = = = = = ; = = = / = = = =
	one or both of
	Less commonly, some
	Where the data subject is a customer or client the most obvious basis "
	On the other hand, if you want to send marketing materials to your clients, then you will probably need to obtain consent
	You must make sure that when you ask specifically for consent,
5.	Specific uses of information you provide to us
	This section provides more information about specific
	However, ••••••••••••••••••••••••••••••••••••
6.	Management of your information
	Under the Act, a data subject has a • • • • • • • • • • • • • • • • • •

	You should leave •••••••••••••••••••••••••••••••••••
7.	Post termination
	It is a requirement of the Act to
	Basic Irish law relating to limitation for bringing a claim,
8.	Who handles your data
	This paragraph sets
	In any case, you must tell

End of notes