

ZA-AGReqc02

DIY livery yard agreement

These terms apply to our agreement:

The date is: [date]

I / we, the Yard owner am / : []

My address is: []

My contact telephone no is: []

The “Yard” address is: [/]

You, the horse owner are: []

Your address is: []

Your contact telephone no is: []

The basic livery fee is []

“Facilities” means the 2 .

The “Services” are: whatever services we offer to you from time to time. Schedule 1 to this

The veterinary surgeon we prefer to use is: [,]

The farrier we prefer to use is: [,]

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, .

1. The livery

- 1.1 This agreement is for the horse detailed above.
- 1.2 We will change our prices from time to time. When we do so, new prices apply from the .

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 ;
- 2.4 you have an adequate level of knowledge of horses to be able to own, .

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 /

4. You must:

- 4.1 comply with the Yard procedure we have set out in Schedule 3 for safe and efficient running of the Yard. ;
- 4.2 comply with our reasonable suggestions in respect of ;

- 4.3 accept full responsibility for the personal safety of yourself and any person .
- 4.4 keep tack, feed and any other possessions we may allow you to bring on the , ;
- 4.5 look after all walls, fences, gates, locks, and .
- 4.6 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 .
, ;
- 4.7 have your horse vaccinated at appropriate intervals against equine flu and tetanus. **If you are unable to show proof of** , ;

and you must not:

- 4.8 come onto the Yard whilst under the influence of drugs or alcohol and you agree that our staff will ;
- 4.9 bring a dog or other animal ;
- 4.10 do, or allow anyone else to do, anything which might invalidate any insurance policy covering the ;
- 4.11 leave any rubbish on the Yard;
- 4.12 bring onto or allow to remain on the Yard any animal infected ;
- 4.13 bring onto or store on the Yard any goods whatever except tack, rugs, ;
- 4.14 contaminate or obstruct any waterway running through or ;
- 4.15 waste water.

5. Use of Facilities

- 5.1 The fee we charge for livery does not .
- 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. .
- 5.5 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 .
- 5.6 If you move jumps or other equipment for your use, you agree to return it to where you found it unless .
- 5.7 You may not engage a professional teacher to provide tuition on the Yard or in any Facility; neither may , .
- 5.8 Use of the cross country course .

6. Use of services

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

7. Care of your horse

You undertake:

- 7.1 to deal with your horse ;

7.2 not to leave

;

7.3 to tie up

;

7.4 to provide necessary veterinary, farriery and dental care for your Horse. It is not part of the service we

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8. Limit of our responsibility

8.1 You are responsible for the care of your Horse, which must include:

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;

,

,

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8.2 If at any time, you fail to provide horse care services which are your responsibility under this agreement,

,

,

,

.

.

8.3 If you fail to provide an acceptable level of care, and we believe it is in

,

.

8.4 If at any time, you ask

,

:

8.4.1 you must give us the name,

;

8.4.2 you remain responsible not only

.

8.5 We are never responsible for the careless

8.6 We do not lend

9. Veterinary and medical call out

9.1 If in our absolute discretion, it is necessary to call a vet to attend on your horse, then we may do

9.2 In the event of injury to you or any person brought onto the Yard by

10. Failure to pay our fees

10.1 All livery bills are payable 4

10.2 Extra items include not only the items specified in Schedule 1 but also items

10.3 You may not ride your

7

10.4 When a bill becomes overdue by more than 7 days, you

10.5 If you have still failed to pay us, 28 days after advance payment has become due, we may

/

,

.

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11. Horse Owner's responsibility and indemnity

11.1 If damage is caused by you or any ,

,

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11.2 If you are not able to make good within seven days, or whatever shorter period is ,

.

,

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11.3 You agree to indemnify us against all costs claims and expenses

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12. Termination

12.1 Either you or we may terminate this licence upon one week's notice given at ,

.

,

.

12.2 The termination of

.

12.3 When this agreement terminates, for whatever reason, you will take

.

,

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12.4 You agree that we may take and sell for

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13. Disclaimers and limitation of liability

13.1 You alone are

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

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

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

13.5 We are never responsible for the careless

13.6 Our Services are provided "as is".

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

13.7 We accept no responsibility

13.8 you agree that in any circumstances when we may become liable

13.9 Except in the case of death or personal injury, our total liability under this [, 0000].

13.10 We are under no obligation to insure anything

13.11 We shall not be

13.11.1 indirect or consequential loss; or

13.11.2 economic loss or other loss of turnover,

13.12 This agreement does

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

14. Safety

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

14.1 supervise any child you bring onto the Yard;

14.2 wear a safety ;

14.3 wear appropriate shoes ;

- 14.4 drive your car or ,
;
- 14.5 avoid sudden movements and loud noise among horses;
- 14.6 do not approach any
;
- 14.7 manage your horse carefully while in your control.
.
.

Signed by the parties:

Schedule 1: Services and prices

Note: this is an example only. You will have

DIY livery	Horses	ZAR45	per week
	Ponies	ZAR40	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	ZAR75	per week
	Ponies	ZAR65	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

Schedule 2 The Facilities

[, . :]

The indoor riding school

The outdoor arena

The cross country course

Dressage arena

Show jumps anywhere]

Schedule 3 - Yard procedures

1. Feed and care instructions

[,].
[
].

2. Urgent instructions

,
01234 56789 .
8 . 00
5 . 00 , .

3. Changes of feed

. ()
,

4. Parking

5. Use of covered arena

[, , 24] . ,

6. Use of other Facilities

, ,
,
,

7. **Security**

8. **Routes and pathways**

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

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

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" an legal claim against you for

4. Use of Facilities

Again we have provided a menu of possibilities.

5. Use of water and electricity

Self explanatory

6. Care of your horse

You should edit this paragraph to

7. Limit of our responsibility

Self explanatory protection for you.

8. Veterinary call out

This para may seem very strong, but in the event of an epidemic or a notifiable disease, the Yard

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

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

11. Termination

Another perennial problem is clients who leave half their gear

12. Insurance

A simple

13. Safety

No doubt you will have safety notices around the yard.

It is beyond doubt that certified riding helmet can

At first glance it seems sensible to demand that everyone should wear a helmet when riding on

We have therefore used

Please note however, that you would certainly

The Schedules

We have no comments on these.

End of notes