

ZA-AGReqc10

Horse training agreement

Dated: [\[date\]](#)

By signing a copy of these terms, .

This agreement is dated: [date]

I / we, the Yard / [name]

:

My address is: [personal address]

The Yard address is: [address / the same]

You, the horse owner, are: [name]

Your address is: [address]

The registered name of the horse is: [name]

The "Fee" is: R [amount] per week.

Period of Service provision: [four weeks certain, then until terminated].

"Target Events" means the competitions, events and outings
2 .

"Facilities" means the facilities described in Schedule 4.

"Services" means training, rider training, livery and any other
.

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

The farrier we prefer to use is: [,].

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 training
2
.

2. Your warranties

You warrant that:

- 2.1. the information set out in Schedule 1 ;
- 2.2. your horse is free of disease;
- 2.3. your horse has no known vice;
- 2.4. your horse has no behaviour problem that you have not ;
- 2.5. you know of no circumstances when the horse may damage , ;
- 2.6. you have an adequate level of knowledge of horses to be able to own, ;
- 2.7. your horse is insured to its full value and in respect of all risks usual to insure against for a horse to ;
- 2.8. you have taken out a policy of insurance to cover all risks associated ;
- 2.9. your horse has been vaccinated in .
- 2.10. the horse is sound in heart, ;
- 2.11. the horse has been treated with no medication in the previous twelve months, ;
- 2.12. the horse now carries no infectious .
- 2.13. 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 .
- 2.14. the horse has no "vice" such as crib or door or fence , ;
- 2.15. the horse will not be startled by traffic or people .
- 2.16. the horse has not undergone or been subject to any remedial medication or training to correct any fault, .

2.17. the horse is capable of being ridden safely in all

3. Your obligations

You agree that you will:

- 3.1. comply with our reasonable suggestions in respect of
- 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,
- 3.5. keep tack, feed and any other possessions we may allow you to bring on the
- 3.6. take out insurance against third party claims with a reputable company to cover all usual or reasonable risks and

7

- 3.7. have your horse vaccinated at appropriate intervals against equine flu

- 3.8. look after all walls,

and you must not:

- 3.9. come onto the Yard whilst under the influence of

- 3.10. bring a

3.11. do, or allow anyone else to do,

;

3.12. leave any rubbish on the Yard;

3.13. bring onto or store on the

,

.

4. Training programmes

4.1. The horse training programme described in Schedule 2 is a guide only.

If we in our discretion,

[

/

]

,

.

4.2. If you decide that [\[you / the rider\]](#)

,

.

5. Use of Facilities

5.1. The Fee we charge for rider training includes

.

5.2. You may use

.

5.3. You may pay for exclusive use of

[

,

,

].

5.4. You may also use a Facility free “as available”, so that you may not use

.

.

5.5. Whether paid or free, your use the Facilities entirely at your own risk.

5.6. If you move jumps or other equipment for your use,

5.7. You may not engage a professional teacher to provide

5.8. Use of

6. Failure to pay our Fees

Note: this paragraph is provided for our protection resulting from past experience. Please read

6.1. All bills are payable 4

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

6.3. You may not ride nor remove

[14]

6.4. When a bill becomes overdue by more than [\[14\]](#) days,

6.5. If any money due to us remains unpaid 28 days after it has become due, we may sell your / /

7. Horse owner's indemnity

You agree to indemnify us against all costs claims and expenses

8. Care and competitions

8.1. While your horse remains in our Yard, we alone are responsible for the care, including feed and , .

8.2. We will use our best endeavours to attend with your horse at .

OR

8.3. We shall discuss together from time to time the .

8.4. We shall pay entry fees on .

8.5. At any time, we may decide that the horse or rider is not . , .

8.6. On any occasion when the , :

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. Disclaimers and limitation of liability

9.1. Our staff hours are limited. While we will never neglect the care of your

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

9.3. We are never responsible for the careless

9.4. Our Services are provided "as is".

9.4.1 useful to you;

9.4.2 of satisfactory quality;

9.4.3 fit for a particular purpose;

9.4.4 available or

9.5. We accept no responsibility

9.6. you agree that in any circumstances when we may become liable

OR

9.7. Except in the case of death or personal injury, our total liability under this , ,
£[1 , 000].

9.8. We shall not be

:

9.8.1 indirect or consequential loss; or

9.8.2 economic loss or other loss of turnover, ,

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

10. Veterinary and medical call out

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

10.2. In the event of injury to you or any person brought onto the Yard by , ,

11. Termination

11.1. This agreement is subject to a trial period of [14] ,
.

OR

11.2. This agreement terminates [eight] weeks ,
[] .

OR

11.3. You or we may terminate this [] ,
.

11.4. The termination of
.

11.5. When this agreement terminates, for whatever reason, you will take
 ,
.

11.6. You agree that we may take and sell for
14

12. Safety

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

12.1. supervise any child you bring onto the Yard;

12.2. wear a safety
;

12.3. wear appropriate shoes
;

- 12.4. drive your car or ;
- 12.5. avoid sudden movements and loud noise among horses;
- 12.6. do not approach any ;
- 12.7. manage your horse carefully while in your control.

13. Miscellaneous matters

- 13.1. The schedules, if any,
- 13.2. No amendment or variation to this agreement
- 13.3.
- 13.4.
- 13.5.
- 13.5.1

13.5.2 issue a claim in any court.

13.6.

13.7.

13.8.

It shall be deemed to have been delivered:

13.9.

13.10.

13.11.

Signed by the parties:

Schedule 1: the horse

Registered name:

Passport issuer:

Passport number:

Approx date of birth:

Height and colour:

Feed regimen required:

Special vet requirements:

Date teeth last filed:

Dates of last vaccinations:

Other information or requirements:

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

- []

- , .

The Target events for [year] are:

[list target events]

: /

11 . 30 . .

.
.

Schedule 3: livery arrangements

It is likely to include provision of:

- loose box and bedding
- 2 / 3 ;
- turnout (except in very wet weather);
- 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 week;
- attendance on farrier and dentist.

Additional items

Schedule 4: the Facilities

The Facilities are:

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

Explanatory notes:

Horse training agreement

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

The word “warranty” has no more legal effect than any other promise, but it is perceived to be stronger. These items form the basis of your

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” a legal claim against you for

4. Training programmes

Edit to suit your business.

5. Use of Facilities

Again we have provided a

6. 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

7. Horse owner's indemnity

A short and simple provision.

8. Care and competitions

You should edit this paragraph to

9. Disclaimers and limitation of liability

Self explanatory protection for you.

10. Veterinary and medical call out

This para may seem very strong, but in the

11. Termination

Another perennial problem is clients who leave half their gear

12. 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

•

•

13. Miscellaneous matters

A number of special points. We have identified each of these as

•

,

•

•

•

End of notes