

## **Contract information/ Terms and Conditions of livery**

Riddlesworth Equestrian Centre Agreement

This agreement is made on \_\_\_\_\_ Date:

Between:

Proprietor: \_\_\_\_\_ and

(1) Yard Details:

Riddlesworth Equestrian Centre, Home Farm, Riddlesworth, Diss, Norfolk. IP22 2TD

And

(2) Owner. Name & address of owner or person to which the horse has been loaned:

The owner is the owner of the horse or the person to which the Horse has been loaned and wished to engage the yard to carry out the services in respect of the horse in accordance with this agreement.

IN CONSIDERATION OF the payments and mutual promises contained in this agreement the Yard and the owner agree as follows:

### **1 THE SERVICES**

1.1 The Yard shall at all times provide the services in an efficient and professional manner which meets the welfare needs of the Horse and in doing so will exercise all the skill, care and diligence that might be expected of a competent livery yard

1.2 The owner will notify the Yard in good time of any information or documents required by the Yard to enable it to perform the services including without limitation, any known vices, medical condition and any special requirements of the horse.

1.3 During the term the Yard will keep appropriate records of all acts and work done by it in relation to the services and at the request of the owner, the Yard shall make them available for inspection and/or provide copies to the owner.

### **2 FACILITIES TO BE PROVIDED BY THE YARD AND DUTIES OF THE YARD**

2.1 Throughout the Term the Yard shall give the Owner access, during the business hours of the yard, to the Horse and all premises where the Horse is kept;

2.2 The Owner shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.

2.3 During the Term, the Yard shall employ for the purposes of the services sufficient persons that are suitably skilled and experienced, and where appropriate, professionally qualified in providing similar services.

2.4 The Yard shall develop and publish, with veterinary advice, a yard health policy to include without limitation policies on worming and vaccination.

2.5 The Yard shall ensure that all persons wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, a hat conforming to BHI standards and suitable footwear with a flat sole and a small heel.

### **3 DUTIES OF THE OWNER**

3.1 The Owner shall ensure that the Horse is provided with all those matters set out in Schedule 4.

3.2 In the event that the Owner fails to ensure that the Horse is provided with any of the matters listed in Schedule 3, the Owner agrees that the yard may undertake this work and charge the Owner in accordance with the sums set out in this agreement or where not covered by this agreement, at the market rate.

3.3 The Owner agrees that in the event that the manager of the Yard believes that the Horse is in need of urgent veterinary / farrier attention, the Yard may summon a veterinary surgeon /farrier and authorise any essential treatment, provided that the Yard makes all reasonable attempts to contact the Owner before such work is carried out. The Owner agrees to take responsibility for veterinary / farrier fees incurred in accordance with this paragraph.

3.4 The Owner shall inform the Yard if the Horse is to be absent from the Yard's premises and when the Horse will leave and return to the Yard's premises.

3.5 The Owner shall ensure that no children under 16 years are brought onto the premises of the Yard unless under the supervision of the Owner at all times.

3.6 The Owner shall wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, a hat conforming to BHI standards and suitable footwear with a flat sole and a small heel.

### **4 FEES, TERMS OF PAYMENT AND FINANCIAL MATERS**

4.1 In consideration for the provision of the services, the Owner will pay to the Yard the Fee and any additional sums due under this agreement.

4.2 In the event that the Fee or any additional sum due under this agreement remains unpaid for more than 3 months after they first became due, the Owner agrees that the Yard may sell the Horse, provided that written notice has been given to the Owner (at the address set out at the beginning of this agreement) of the intention to sell, at least seven (7) days before sale. From the monies received from the sale of the Horse, the yard may retain such sums as cover any unpaid sums due under this agreement and the reasonable costs of sale. Any remaining money shall be returned to the Owner within thirty (30) days of sale.

4.3 Fees due on the 1<sup>st</sup> of every month, and to be paid in advance for that month.

4.4 Cheques to be made payable to “Riddlesworth Equestrian Centre”.

## 5 TERM AND TERMINATION

5.1 This agreement shall last for the term, subject to earlier termination in accordance with this agreement.

5.2 The Yard or the Owner may at any time terminate this agreement or any part of it by giving written notice to the other of not less than the notice period of six weeks.

5.3 The Yard will give the Owner one (1) weeks notice of termination of this agreement if it considers unreasonable behaviour / conduct including comments that could have an adverse effect on the Yards reputation.

## 6 GENERAL

6.1 No amendments of the terms of the Agreement shall be valid or binding unless made by prior written agreement between the Yard and the Owner.

6.2 This agreement shall in all respects be governed by and construed in accordance with English law and the parties herby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which this Agreement has been duly executed and delivered on the date written above.

SIGNED BY:

For and on behalf of the YARD

Signature:

Name:

Title:

SIGNED FOR:

For and on behalf of the OWNER:

Signature:

Name:

Title:

### SCHEDULE 1

TERM	MEANING
Business Hours	The business hours of the yard are 7.00 a.m- 8.00 p.m. Outside these hours to be authorised by the Yard
FEE'S	The fee set out in schedule 3

Horse	Name:Age:Breed/Cross Breed:  Sex:  Colour:  Identifying Marks//Brands/Microchips:  Additional information e.g known vices, any medical condition and special requirements:  Contact details in the event of an emergency:
NOTICE PERIOD(amount of notice to terminate)	1 Months notice is required to terminate tthis Agreement.
SERVICES	The standard livery services listed in schedule 2 of this agreement and such additional services from schedule 3 that the yard and the Owner may agree.
TERM	This agreement shall last until either the Yard or the Owner terminates it.

## **SCHEDULE 2 STANDARD SERVICES**

1. The yard shall provide the following livery services in respect of the Horse:

- 1.1 At all times, a stable with adequate light and ventilation; and
- 1.2 When required, an area of hard standing where the Horse may be groomed, shod etc; and
- 1.3 During summer and winter months paddocks provided; and
- 1.4 At all times water provided; and
- 1.5 At all times secure fencing to all areas used by the horse including electric fencing.

2 The Yard shall use its best endeavours to ensure that there is provision to hot water and provide adequate light sufficient to examine and provide veterinary care to the Horse.

3 The Fee for these standard services shall be:

Full Livery - £93.00 per week= 7 days Excludes Bank holidays. Includes watering, Feeding, Maintenance of Box & bedding. Grooming, put out & catch up, rug changes, call out of veterinary Surgeon, farrier, & Equine dentist. Worming programme implemented throughout the year.

Part Livery - £67.00 per week = 5 days Excludes Bank holidays. As above.

DIY Livery - £32.00 per week = Owner responsible for all aspects of the horse's welfare which includes, watering, turning out, catch up and daily checking. Provision of facilities, Forage, bedding & concentrated feed. Yard Worming programme to be followed, call out of veterinary Surgeon, Farrier &

Equine dentist. Daily poo-picking of fields in wheelbarrows fit for purpose. Ragworting of paddocks used. Provision of summer rugs, masks, fly creams & field boots as appropriate, winter rugs, field boots as appropriate. Feeding of hay within fields should preferably be fed in buckets or hay hutches, alternatively all left over hay should be racked up daily & deposited of in the DIY'S wheelbarrow

Grass Livery - £20.00 = As above.

### ADDITIONAL SERVICES

ADDITIONAL SERVICES	CHARGE
A daily turnout and/or catch up service	£3.00 per occasion
Daily feeding per occasion – Hard feed	£2.00 if horse is stabled or £2.50 if Horse is in paddocks.
Daily feeding per occasion – Hay or Haylage	£2.00 if horse is stabled or £2.50 if Horse is in Paddocks.
A daily mucking out service Evening skipping out service	£6.00 £3.50
Poo-Picking of Fields	£5.00 per horse per day
A grooming service per occasion	£5.00 half hour if horse stabled, add catch up & turnout fees if not.
Fitting and removing rugs-per rug	£2.00 if stabled or £3.00 if in paddock
Handling and attending to the horse for vet/farrier/dentist visits	£10.00 (Fee included within Full Livery)
A twice daily checking service for pastured Horses	£5.00
Support to rider from the ground	£10.00 per hour
A daily ridden/in hand/turnout exercise period of 45 mins duration	£10.00
Bank holidays	All additional services will be provided at double rate. Full & part livery will be charged at twice the daily fee.

Outdoor ménage	£ Free to liveries
Jumping Field	£ Free to liveries
Farm tracks	£ Free to liveries
Parking of trailer or lorry	£15.00 per month or £10.00 for less than a month.
Transportation of Horse	£50.00 per occasion plus £0.50p per mile within a 25 mile radius of Yard. The Horse Owner will be liable for any damage caused to the horse trailer by their Horse. For longer distances prices on application.

The charges for these items will be invoiced by the yard to the owner on a weekly basis payable with 7 days of the delivery invoice.

#### **SCHEDULE 4 DUTIES OF THE OWNER**

The Owner shall at all times remain responsible for ensuring that:

- 1 The Horse is checked twice daily if stabled.
- 2 The Horse is fed once/twice/three times daily as appropriate
- 4 The horse is mucked out daily when stabled.
- 5 The Horse is exercised regularly according to its needs.
- 6 The Horse is attended by a qualified Farrier every 6-10 weeks according to its needs.
- 7 The horse is wormed every 13 weeks using the appropriate wormer for the time of the yard. The Yard would advise all Owners to use Equest as part of their daily worming routine. Worming information will be available on the notice board.
- 8 The Horse is to be fully vaccinated following veterinary guidelines against Tetanus and Influenza.
- 9 Third party insurance is maintained in respect of the Horse.

We can arrange flatwork, Dressage & Jumping lessons daily with Laura King or Carla Hitchcock.