

LIVERY AGREEMENT

dated as of

by and between

Farm View Hall Equestrian Centre

and

This Agreement is made on Date:

Between Farm View Hall Equestrian Centre (“the Yard”), Warsill, Ripley, Harrogate, North Yorkshire, HG3 3LH, tel 01765 620 460 (office), 07597 652 501 (mobile).

and

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.....

OWNER Name and Address and Telephone Number 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 wishes 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 during the Term provide the Services in an efficient and professional manner which meets the welfare needs of the Horse and in so doing will exercise all the skill, care and diligence that might be expected of a competent and properly qualified 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. If the Owner requires access to the Yard outside the stated business hours, this must be arranged in advance with the Yard.
- 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 maintain, with veterinary advice, a yard health policy to include without limitation policies on worming, vaccination, and new horse isolation.
- 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 BSI 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 4, the Owner agrees that the Yard may undertake this work/product provision 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.

If a serious veterinary emergency occurs and the veterinary surgeon advises that the Horse must be euthanized (in accordance with British Equine Veterinary Association - BEVA, guidelines), the Owner agrees that the Yard may give permission to the veterinary surgeon to carry out such euthanasia if the Owner cannot be contacted. The BEVA guidelines are: the Horse sustains an injury or manifests an illness or disease that is so severe as to warrant immediate destruction to relieve incurable and excessive pain and that no other options of treatment are available to that horse.
- 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 the age of 15 years are brought onto the premises of the Yard unless under the supervision of the Owner at all times. The Owner is responsible for ensuring that all children under their supervision or brought onto the Yard premises as their guests comply with all necessary Yard rules, regulations and health and safety policies.
- 3.6 The Owner and any guests of the Owner shall wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, a hat conforming to BSI standards and suitable footwear with a flat sole and a small heel. If the Owner or any guest of the Owner do not wear suitable dress when in the vicinity of the Horse or any other horse on the Yard, or do not comply with Yard rules, regulations and health and safety policies and are injured as a result; under no circumstances will the Yard sustain any liability whatsoever to the Owner or any guests of the Owner.
- 3.7 The Yard will provide a tack room that the Owner can use to store tack (e.g. saddle, bridle, martingale and other similar items of horse equipment). The tack room and the yard gate are both locked at night plus the owner of the Yard lives on site; however the Owner remains responsible for the security and insurance of their own tack and all other belongings left at the Yard at all times.

§4 Fees, terms of payment and financial matters

- 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 The commission payable to the Yard for provision of any agreed Sales Livery Services is 10% of the final sale price achieved in the sale of the Horse. In the event that a buyer offers a lower amount than the advertised final sale price, the Yard will obtain permission from the Owner before accepting such a lower amount. All buyer offers received by the Yard for the sale of the Horse will be discussed with the Owner. If Sales Livery Service is cancelled without the Notice Period being provided, the fee equivalent to the Notice Period is payable by the Owner to the Yard.
- 4.3 If the Horse is on Sales, Hunter or Backing Livery, the Yard will provide the following services as needed to the Horse from suitably qualified practitioners which will be charged at cost to the Owner

(unless otherwise agreed between the Owner and the Yard that the Owner will arrange and pay direct for these services):

4.3.1 Farriery.

4.3.2 Equine dentistry.

4.3.3 Equine physiotherapy.

4.3.4 Saddle checking.

§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.

§6 General

6.1 No amendment 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 hereby 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 behalf of the YARD Signature:

Name:

Title:

SIGNED BY:

For and behalf of THE OWNER Signature

Name:

Title:

"Notice Period"	1 month's notice is required to terminate this Agreement. If the Horse is removed without 1 month's notice being provided, the fee equivalent to 1 month's notice is payable by the Owner to the Yard.
"Services"	The standard livery service listed in Schedule 2 of this agreement and such additional services from Schedule 3 that the Yard and Owners may agree.
"Term"	This Agreement commences on [] and remains in force until either the Yard or the Owner terminates it.

Schedule 2

- 1.1. The yard shall provide the following livery services in respect of the horse:
 - 1.1.1. Full use of all facilities by the Owner.
 - 1.1.2. At all times, a dry stable with adequate light, ventilation and unlimited bedding.
 - 1.1.3. At all times, an unlimited supply of fresh, clean water.
 - 1.1.4. Morning muck out and skip throughout the day.
 - 1.1.5. Administering of hard feed and forage as required.
 - 1.1.6. An area of hard standing where the horse may be groomed, shod etc.
 - 1.1.7. Up to twice daily use of the horse walker.
 - 1.1.8. Rug checking and changing as needed by the Horse.
 - 1.1.9. During the summer months, turn out in a safely fenced paddock and bringing in.
 - 1.1.10. During the winter months, turn out as is possible based on ground conditions, weather and the individual needs of the Horse, in a safely fenced paddock; and bringing in.
 - 1.1.11. Daily groom.
 - 1.1.12. Weekly tack cleaning.
 - 1.1.13. The legs of the Horse washed off/brushed as necessary to remove mud and feet picked out.
 - 1.1.14. At all times, an unlimited supply of good quality hay/haylage (forage choice as agreed between the Yard and the Owner).
 - 1.1.15. Attendance for vet/farrier/physio etc.
 - 1.1.16. Horsebox/ Trailer Parking.
- 1.2. The yard shall use its best endeavours to ensure that there is provision to heat water and provide adequate light sufficient to examine and provide veterinary care to the horse.
- 1.3. The fee for these standard services on a full livery basis (7 days a week) shall £140 per week (£606.66 per month).
- 1.4. The standard fee will be replaced with the specific fee as set out in Schedule 3 if the Owner wishes to choose a different livery package. If the Owner wishes to use Sales Livery, the 10% sales commission fee due to the yard will be deducted from the final agreed sale price, which must be paid by the buyer of the Horse, to the Yard (this is the specified payment method unless otherwise agreed between the Yard and the Owner). The Yard will then pay the balance of the final agreed sales fee to the Owner, minus any other amounts owed by the Owner to the Yard for provision of Services.
- 1.5. The fee is to be paid monthly in advance by bank transfer to the following bank account, by the 3rd of the month:

Account name:

Account number:

Account sort code:

- 1.6. Late payment will be charged at 10% of the total each month. Should payment be defaulted and the yard incurs recovery costs these will be passed on to the customer.

Schedule 3

Additional Services	Charge
<p>Sales livery:</p> <ul style="list-style-type: none"> • Appropriate exercise 5 days a week for example hacking, schooling, jumping, lunging, and access to the horse walker; to ensure that the Horse is in the best possible physical condition. • Rigorous daily grooming including trimming, clipping and tidying as needed. • Advertising of the Horse, including photos, videos, description of the Horse and any other items to be included in the sale, pricing, location and contact details. • Viewings of the Horse including managing communications with potential buyers and demonstration of necessary services/actions with the Horse; for example leading, grooming, tacking up, riding, lunging, loading. All viewings will be arranged in accordance with the Owner's wishes, to ensure the Owner can attend as required. 	<p>£140 per week (£606.66 per month) + 10% Sale Price Commission</p>
<p>Delux full livery:</p> <ul style="list-style-type: none"> • Includes all of our standard services, 7 days a week. • Also includes ridden exercise 6 times a week and free use of the Equisage and rug washer and dryer. 	<p>£170 per week (£736.66 per month)</p>
<p>Hunter livery:</p> <p>Farm View Hall enjoys the benefits of being situated in close proximity to The West of Yore, The Bedale and The York and Ainsty North Hunts.</p> <p>We understand the demands placed on our clients' time and are therefore able to offer a fabulous livery package for those who enjoy riding to hounds, catering for all your needs.</p> <p>We will ensure your horse arrives at the meet immaculately presented and ready to be mounted and ridden away. After a day in the saddle, we will also be waiting to take over the reins, leaving you time to socialise.</p> <p>We are ideally located for hacking on and off road, with hunter style fences around the property.</p> <p>Hunter Livery includes all of our standard services, 7 days a week. It also includes:</p> <ul style="list-style-type: none"> • Up to twice daily use of the horse walker. • Preparation for hunting (clipping, trimming, plaiting) by experienced staff. • Transport to and from a hunt meet. • Care after the meet. • Tack cleaning after hunting. • Ridden exercise or any special requirements are available as an extra service. <p>Due to the seasonal nature of hunting, there is the option for clients to move to the Full Livery Package out of season.</p>	<p>£165 per week (£715 per month)</p>
<p>Backing livery:</p> <p>With our wealth of knowledge and talented riders, we are able to offer backing and schooling livery.</p> <p>All our backing and schooling livery packages are personalised to suit yours and your</p>	<p>Prices start from £135 per week (£585 per month) for ponies and £165 per week (£715 per</p>

<p>horse's requirements.</p> <p>Whilst with us, your horse will receive:</p> <ul style="list-style-type: none"> • Full livery. • Full use of all our facilities. • Worked 5 times per week. • Optional extra: taken to shows and competed <p>We have riders from 3 year olds, to small adults and Richard Walker, our experienced horse trainer, to suit any horse or pony and its schooling requirements, with experienced competitors should you require your horse to be shown.</p> <p>Your horse will be clipped, trimmed and plaited as required, with full use of our magnetic therapy equipment.</p>	<p>month) for horses.</p>
<p>Exercise and preparation services, e.g. lunging, hacking, schooling, clipping, plaiting, grooming.</p>	<p>Current prices available upon request from the Yard.</p>

Schedule 4

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

- If the Horse is on Sales Livery or additional exercises Services are arranged with the Yard, a properly fitting saddle, bridle and any other needed items of tack and protective boots are provided for the Horse.
- The Horse is vaccinated in accordance with the policy of the Yard.
- The Horse is wormed in accordance with the policy of the Yard.
- Third party liability insurance of at least £2 million is maintained in respect of the Horse. If the horse is not insured under a policy that includes third party liability insurance, \$5 million third party liability insurance comes as standard with British Horse Society (BHS) Gold Membership.