

# LIVERY AGREEMENT

relating to Holt Farm, Church Lane, Warlingham, Surrey (the "Yard")

THIS AGREEMENT is made on 2010

## BETWEEN:

- (1) **HOLT FARM EQUESTRIAN LTD** registered office **77 High Street, Westerham Kent TN16 1RE** (the "**Yard Manager**"); and
  - (2) \_\_\_\_\_ of \_\_\_\_\_ (the "**Client**").
- each a "**Party**" and together the "**Parties**".

## THE PARTIES AGREE as follows:

This Agreement sets out the terms and conditions under which the Horse is in residence at the Yard. The Client is presumed to have read the terms and conditions of this Agreement and accepted them from the date that the Client delivers a Horse to the Yard or from the date that the Client requests Rental and/or Livery at the Yard, regardless of whether a copy of this Agreement has been signed by the Client or not. A copy of these terms and conditions are freely available for any prospective Clients to view either on the Yard's website or in hard copy at the Yard.

For the avoidance of doubt any sharers or loan people of the below named Horse are included in this Agreement under the definition of 'Client'. The Client is responsible for ensuring that any sharers or loan people are aware of, and comply with all terms of this Agreement, and the Client is liable for any breach by any sharers or loan people of any term of this Agreement.

## 1. INTERPRETATION

1.1 In this Agreement, unless expressly specified to the contrary, the following terms shall have the following meanings;

- "Rental Fee"** means the monthly amount payable by the Client to the Yard Manager as specified from time to time by the Yard Manager for the services set out in clause 2.1 below. Any change in the amount payable by the Client will be notified to the Client no less than 30 (thirty) days in advance of the changed amount becoming due.
- "Livery Fee"** means the amount payable by the Client to the Yard Manager as specified from time to time by the Yard Manager for the services set out in clause 3.1 below. Any change in the amount payable by the Client will be notified to the Client no less than 30 (thirty) days in advance of the changed amount becoming due.
- "Horse"** means the horse known as \_\_\_\_\_ passport number \_\_\_\_\_ belonging to, and/or used by the Client.
- "Livery"** means the services set out in clause 3 below.
- "Rental"** means the benefits set out in clause 2 below.
- "Yard Manager"** means Holt Farm Equestrian Ltd and any directors and/or employees of Holt Farm Equestrian Ltd.

1.2 In this Agreement, a reference to:

- 1.2.1 a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
- 1.2.2 the singular includes the plural and vice versa; and
- 1.2.3 a clause or schedule, unless the context otherwise requires, is reference to a clause or schedules to this Agreement.

1.3 The headings in this Agreement do not affect its interpretation.

## 2. **RENTAL**

2.1 In return for the Rental Fee, the Client will receive the following benefits as determined from time to time by the Yard Manager:

- 2.1.1 use of one stable;
- 2.1.2 shared use of grazing and turn-out facilities; and
- 2.1.3 shared use of the facilities at the Yard.

## 3. **LIVERY**

3.1 If the Yard Manager agrees, in return for a Livery Fee the Client can receive the following benefits as paid for by the Client and specified in the Livery Required Contract, and determined from time to time by the Yard Manager:

- 3.1.1 turn-out and change of rug as appropriate;
- 3.1.2 bring-in and change of rug as appropriate;
- 3.1.3 skip out of stable and provision of water in the stable;
- 3.1.4 provision of hay and/or feed as appropriate.

3.2 There is no obligation on the Yard Manager to perform any or all of the items in clause 3.1 above under any circumstances. The Client is solely and entirely responsible for the care and upkeep of the Horse at all times.

3.3 For the avoidance of doubt, the Rental Fee and/or Livery Fee does not include any of the following:

- 3.3.1 feed, hay, bedding, wormers, supplements, farrier attention and treatment, veterinary attention and treatment, tack or equipment, or anything else not specifically set out in clauses 2.1 and 3.1 above, all costs of which are the sole responsibility of the Client; and
- 3.3.2 clipping, exercise, riding, lunging, grooming (including picking out of feet), tack cleaning, use of vehicles or any other activity not specifically set out in clauses 2.1 and 3.1 above, all of which are the sole responsibility of the Client.

3.4 Any services or benefits not set out in clauses 2.1 and 3.1 above may be agreed by separate negotiation between the Parties, at the sole and absolute discretion of the Yard Manager.

3.5 If at any time the Yard Manager is unable to comply with the obligations in clauses 2.1 and/or 3.1 above, the Yard Manager will notify the Client as soon as is reasonably practical. In the event that the Yard Manager is unable to comply with the obligations in clauses 2.1 and/or 3.1 due to circumstances outside the Yard Manager's control, the Yard Manager will have no liability for non-performance of these items.

## 4. **INSURANCE**

4.1 The Client is responsible for the arrangement of, and the payments for, insurance cover in relation to themselves and the Horse.

4.2 The Client is required to have a minimum of third party liability insurance cover for themselves and the Horse at all times.

## 5. **ADDITIONAL OBLIGATIONS AND PROVISIONS**

5.1 Equines can be highly unpredictable and extremely dangerous animals both when ridden and when on the ground, capable of causing death and/or serious injury. Therefore, the Client (and any instructors, visitors, friends or children of the Client as applicable) must at all times comply with the following obligations:

- 5.1.1 to exercise due care and attention, and act responsibly when dealing with the Horse, when using the facilities at the Yard, and when in contact with or in the vicinity of other people and/or equines and animals at the Yard;

- 5.1.2 to approach and deal with only the Horse, and not to approach, deal with, handle or ride any other equine or animal at the premises.
  - 5.1.3 to ensure that the Horse is fully vaccinated against at least Equine Influenza and Tetanus at all times and that these vaccinations are up to date;
  - 5.1.4 to inform the Yard Manager immediately of any illness, injury or disease or suspected illness, injury or disease affecting the Horse at any time;
  - 5.1.5 to keep the Yard clean, tidy and in good order on their own behalf and on behalf of the Horse;
  - 5.1.6 to wear a hard hat which complies with current safety requirements and suitable footwear at all times both when mounted and whenever in contact with or in the vicinity of the Horse and/or any other equine at the Yard, and additional protective equipment and clothing as appropriate to the activity undertaken;
  - 5.1.7 not to smoke or have a naked flame on or around the Yard at any time, and not to bring or permit to subsist any dangerous product, substance or item on or around the Yard at any time;
  - 5.1.8 to supervise, and take sole responsibility for, any instructors, visitors, friends, children or animals brought by the Client to the Yard. Any such instructors, visitors, friends, children or animals must be accompanied by, and are the responsibility of, the Client at all times;
  - 5.1.9 to keep noise and disturbance to a minimum.
- 5.2 The Yard Manager will inform the Client as soon as is reasonably practical of the death, injury, illness or disease of the Horse.

## 6. **EMERGENCY PROVISIONS**

- 6.1 The Client must provide the Yard Manager with the Client's contact details to be used in the event of an emergency.
- 6.2 The Client may provide the Yard Manager with the contact details of the registered and qualified veterinarian they would prefer to be contacted in an emergency, but the Yard Manager reserves the right to call another registered and qualified veterinarian surgeon of the Yard Manager's choice if the Client's veterinarian cannot be contacted, or the Yard Manager believes that this is necessary, either for speed or for expertise.
- 6.3 In the event that the Client cannot be contacted, or instructions from the Client cannot be obtained, the Yard Manager reserves the right to make decisions regarding the treatment and welfare of the Horse at a registered and qualified veterinarian's advice, including the right to give permission for the euthanasia of the Horse under a registered and qualified veterinarian's advice.

## 7. **PAYMENT**

- 7.1 The Rental Fee and Livery Fee are due and payable in advance on the 1<sup>st</sup> day of each calendar month. For example, the Rental Fee and Livery Fee for the month of January would be due on 1<sup>st</sup> January.
- 7.2 In the event that the Client has requested Rental and/or Livery from a particular date but does not deliver the Horse to the Yard on that date, the Client is liable for the Rental and/or Livery costs at a discounted rate of 50% of the full Rental and/or Livery fee from the requested date until either the date that the Horse is delivered to the Yard, or the end date of the 30 day notice period given by the Client as set out in clause 8.1 if the Horse is not delivered to the Yard.
- 7.3 If either Fee is overdue by more than 7 (seven) days, at the sole and absolute discretion of the Yard Manager, this may attract a late payment charge of 5% of the Fee per day, for each day that payment is late beyond the initial 7 (seven) day period, unless agreed previously by the Yard Manager.
- 7.4 If either Fee is overdue by more than 30 (thirty) days, at the sole and absolute discretion of the Yard Manager, the Yard Manager may take custody of the Horse and/or any equipment or tack belonging to the Client and may sell the Horse and/or the equipment or tack and retain funds from such a sale up to the value of the outstanding Fees and any interest accumulated on the Fees as set out in clause 7.2. The Yard Manager is not obliged to obtain a market value for either the Horse or any equipment or tack. Any funds raised from such a sale above the value of the outstanding Fees and interest

will be returned to the Client. If insufficient funds are raised from such a sale to cover the outstanding Fees and interest the Client will remain liable for the outstanding amount.

7.5 In the event that it is necessary for the Yard Manager to obtain payment of any amount due under this Agreement by legal proceedings, the entire costs of such legal proceedings shall be borne by the Client.

## 8. **TERM**

8.1 This Agreement may be terminated by either Party giving to the other Party not less than 30 (thirty) days written notice of termination, unless terminated earlier by the Yard Manager pursuant to clause 9 below.

8.2 All notices under this clause shall be in writing and shall be delivered personally, or sent by pre-paid recorded delivery to the address specified in this Agreement. A notice shall be deemed to be received when it is actually received.

## 9. **TERMINATION**

9.1 The Yard Manager may terminate this Agreement with immediate effect by verbal or written notice to the Client on or at any time after the occurrence of an event specified in clause 9.2 below.

9.2 The events are:

9.2.1 non-payment of either Fee after the 7<sup>th</sup> day of the calendar month;

9.2.2 action by, or on behalf of, the Client which the Yard Manager, in the Yard Manager's sole and absolute discretion, considers to pose an actual or potential risk, threat or danger to any person, animal or property; and/or

9.2.3 breach by the Client of any of the material terms set out in this Agreement and, if the breach is capable of remedy, failure by the Client to remedy the breach within a reasonable time from notification of the breach.

9.3 On termination by the Yard Manager under this clause, the Client is required to immediately remove the Horse, themselves and all property belonging to them from the Yard. If the Client does not do so, the Yard Manager may remove the Horse, the Client and all property belonging to them immediately and without notice.

## 10. **LIABILITY**

10.1 The Client agrees that under no circumstances (other than due to significant negligence on behalf of the Yard Manager) is the Yard Manager responsible for, or shall bear any liability for:

10.1.1 the death, illness, injury or disease howsoever caused of the Client;

10.1.2 the death, illness, injury or disease howsoever caused of the Horse; or

10.1.3 the loss of, damage to, or theft of any property, vehicles or other items howsoever caused belonging to, or under the supervision of, the Client.

10.2 For the avoidance of doubt, the Client acknowledges that the Client is solely responsible for themselves, their Horse and all property and vehicles belonging to them or under their supervision at all times. Although the Yard Manager will take reasonable measures to ensure the security and safety of the Yard and the facilities of the Yard, the Client and the Horse use the Yard and its facilities entirely at the Client's own risk and responsibility.

10.3 The Client is responsible for the cost of repair of any damage caused by the Client or the Horse to the Yard or any person, animal, facility or item at the Yard or in an area used by the Yard. The amount the Client is required to pay will be the sum of the direct costs of any materials required plus the direct costs of any professional labour required, or the costs of the Yard Manager's labour if professional labour is not required (such Yard Manager's labour will be charged at £20 per hour, and/or £20 split equally for each part of any hour thereof).

10.4 The Client is solely responsible for all decisions regarding the amount and type of feed, hay/haylage, supplements and bedding provided to the Horse. The Yard Manager may provide advice where asked, but sole responsibility remains with the Client. The Yard Manager will however intervene if it is suspected that the welfare of the Horse may be at risk. In this

instance, the Yard Manager will initially discuss the concerns with the Client, and if the matter is not promptly rectified, will refer the Client to the appropriate welfare authorities.

**11. DISPUTES**

- 11.1 In the event that there is any dispute, grievance, problem or issue arising for either Party, each Party agrees that it will promptly discuss and attempt to resolve this with the other Party.
- 11.2 If an agreement or resolution cannot be reached between the Parties, this Agreement may be terminated in accordance with the provisions of clauses 7 and 8 above.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties, and any other terms and conditions are expressly excluded.

**13. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**14. ASSIGNMENT AND SUBCONTRACTING**

- 14.1 Neither Party shall assign, or purport to assign, or make a declaration of trust in respect of, or enter into any arrangement whereby it agrees to hold in trust for any other person, all or any part of the benefit of, or its rights or benefits under, this Agreement. Each Party is entering into this Agreement for its benefit and not for the benefit of another person.
- 14.2 The Yard Manager may subcontract the performance of any or all of the Yard Manager's obligations under this Agreement. The Client may not subcontract the performance of any or all of the Client' obligations under this Agreement.

**15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement and all matters arising from or connected with it are governed by English law.
- 15.2 The courts of England have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement, including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity.

**16. VARIATION**

A variation of this Agreement is valid only if it is in writing and signed by each Party.

**EXECUTED** by the Parties

Signed by  
**MARY TAYLOR JOHNS**  
As Director for and on behalf of  
**HOLT FARM EQUESTRIAN LTD**

\_\_\_\_\_

Signed by

\_\_\_\_\_