



LIVERY CONTRACT

The Agreement

This agreement is made on _____

The agreement is between

(1) Yard Name and Address:

Hayswood Stables at Hayswood Farm, Madresfield, Malvern, Worcestershire. WR13
5AA

(hereafter referred to as the "Yard").

and

(2) Owner name and Address, or person who the horse has been loaned to:

(hereafter referred to as the "Client")

The Client 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 Client 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 livery yard.
- 1.2 The Client 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 Client, the Yard shall make them available for inspection and/or provide copies to the Client.



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2 Facilities and duties to be provided by the Yard

- 2.1 Throughout the Term the Yard shall give the Client access, during the Business Hours of the Yard, to the Horse and the yard premises where the Horse is kept.
- 2.2 The Client shall observe any rules or requirements relating to those premises as notified to the Client 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. All Clients will have to abide by this policy.
- 2.5 The Yard will provide a lockable tack room which can be used by the Client for storing tack. All Horse Clients will be supplied with a key and it is their responsibility to ensure the tack room is locked when they leave the premises. The Yard is not responsible for the security of this room and any theft or vandalism that may occur. All property stored in this room or anywhere else on the premises is done so at the Client's risk and responsibility. Clients are not permitted to make copies of the key, and all keys are to be returned to the Yard at the termination of the contract. It is the Client's responsibility to take out insurance on their possessions.
- 2.6 The premises includes an old ménage. Due to poor construction this does not drain sufficiently and has resulted in the wood chip surface rotting. The opinion of the Yard is that it is no longer fit for purpose and Clients are advised not to use it. However in certain conditions the ménage maybe useful for walk or trot, but the Yard's advice is not to use it. The Client may use the ménage but does so completely at their own risk and must not exceed the pace of a trot.

3 Duties of the Client

- 3.1 The Client shall ensure that the Horse is provided with all those matters set out in Schedule 4.
- 3.2 In the event that the Client fails to ensure that the Horse is provided with any of the matters listed in Schedule 4, the Client agrees that the Yard may undertake this work and charge the Client in accordance with the sums set out in this Agreement or where not covered by this Agreement, at the market rate.
- 3.3 The Client 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



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veterinary surgeon / farrier and authorise any essential treatment, provided that the Yard makes all reasonable attempts to contact the Client before such work is carried out. The Client agrees to take responsibility for veterinary / farrier fees incurred in accordance with this paragraph.

- 3.4 The Client 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 Client shall ensure that no children under the age of 16 years are brought onto the premises of the Yard unless they remain under the supervision of the Client at all times.
- 3.6 The Client 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 when riding.
- 3.7 The Client will put right or be charged at extra cost for any damage done by their Horse, them personally or their guests or visitors over and above normal wear and tear (for example, although not an exclusive list; repairs necessitated by excessive gnawing and kicking; damage caused by driving into buildings, fences or walls etc).
- 3.8 The Client will supply their own mucking out tools and wheel barrow which should be clearly labelled and stored tidily in their designated area.
- 3.9 Clients will refrain from using or taking equipment, feed, tack or any other item belonging to other Clients or the Yard without express permission.
- 3.10 The Client shall behave reasonably to all agents of the Yard, other liveryes and visitors to the yard at all times.
- 3.11 The Client must at all times comply with the Yard Rules as are in force from time to time. The Yard's Rules, as provided to the Client at the time of entering into this agreement and thereafter available from the Yard's manager, form a part of this contractual agreement.

4 Fees, terms of payment and financial matters

- 4.1 In consideration for the provision of the Services, the CLIENT will pay to the YARD the Fee and any additional sums due under this Agreement.
- 4.2 The Standard Service Fee will be paid monthly in advance and payment must be received before the fifth of the month. Additional Services will be charged in arrears at the end of each month. Clients will be issued with an invoice on the last working day of the month. Payment will be due within 30 days of receiving the invoice.



4.3 The Client can pay by the following means:

Cheque: made payable to Bennetts Farms should be posted in an envelope through the farm house door.

Bank transfer: Bennetts Farms, Account No.: 90165395, Sort Code: 20-98-61
Reference: Client's surname

Standing Order: is the preferred method of payment, details as above

Cash: is to be paid into MEYC office between 9am and 3pm or given personally to the Yard Manager. Cash will be counted in front of the Client and a receipt issued with the name and signature of the person receiving the cash. The Client is to ensure they receive a receipt for the payment.

4.4 Prior to the commencement of the Services the Client will pay the Yard a Deposit which will be retained by the Yard for the duration of the Term. The Deposit will be repaid to the Client within thirty (30) days of the end of the Term provided all Fees and any additional sums to repair any damage are settled. If any Fees or additional sums are not forthcoming the Yard will offset these against the Deposit.

4.5 The Yard will not tolerate late payments. If Fees remain unpaid for more than one (1) month after they are due standard procedure will be to terminate the livery contract at this point.

4.6 In the event that the Fee or any additional sum due under this Agreement remains unpaid for more than three (3) months after they first become due, the Client agrees that the Yard may sell the Horse, provided that written notice has been given to the Client (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 of any unpaid sums due under this Agreement and the reasonable costs of sale. Any remaining money shall be returned to the Client within thirty (30) days of sale.

5 Terms and Termination

5.1 This Agreement shall initially last for the Term, subject to earlier termination in accordance with this Agreement. Following expiry of the Term, the contract will "roll over" on a monthly basis.

5.2 The Client 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.

5.3 The Yard may at any time terminate this Agreement by giving reasonable notice to the Client, with reasonable notice being defined in accordance with the individual



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circumstances and ranging from 24 hours for a fundamental breach of the contract by the Client to one month for minor breaches of the contract by the Client.

- 5.4 Notwithstanding clause 5.3 above, the Yard reserves the right to terminate the contract with one month's written notice without providing any reason for doing so.
- 5.5 In the event that the Client does not remove the Horse or any other property from the premises at the end of the Term the Client agrees that the Yard may sell or dispose of the Horse or property, provided that written notice has been given to the Client (at the address set out at the beginning of this Agreement) of the intention to sell or dispose, at least seven (7) days before sale or disposal. From the monies received from any sale, the Yard may retain such sums as cover of any unpaid sums due under this Agreement and the reasonable costs of sale. Any remaining money shall be returned to the Client within thirty (30) days of sale.

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 Client.
- 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 CLIENT

Signature: _____

Name: _____

Title: _____



SCHEDULE 1

Definitions

TERM	MEANING
“Business Hours”	The business hours of the yard are: 0600 to 2000 daily
“Fee(s)”	The fees set out in Schedule 2 and 3
“Horse”	<p>Name: Age: Height: Estimated value: Breed / Cross Breed: Sex: Colour: Identifying Marks / Brands / Microchips:</p> <p>Additional information e.g. known vices, any medical conditions and special requirements:</p> <p>Contact details in the event of an emergency: Home: Mobile: Other: Vet: Farrier:</p>
“Notice Period” (amount of notice required)	One month’s written notice is required to terminate this agreement. The Horse may be removed prior to this time but a full period of notice must be paid in full.
“Services”	The standard livery service listed in Schedule 2 of this agreement and such additional services from Schedule 3 that the Yard and Client may agree.
“Term”	This agreement shall last from _____ to _____ initially and shall thereafter continue on a monthly periodic basis until the agreement is terminated in accordance with the relevant clauses in this agreement.
“Deposit”	One (1) months’ rent will be paid by the Client to the Yard at the commencement of this agreement and retained by the Yard for the duration of the Term. The Yard reserves the right to retain the deposit (or a proportionate amount) to cover any fees that remain owing and/or in the event that the Notice Period has not been provided by the Client to the Yard.



SCHEDULE 2

Standard Services

1. The yard shall provide the following livery services in respect of the horse:
 - 1.1 at all times, a reasonably dry stable with reasonably 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 Throughout the year reasonable grazing will be provided subject to weather conditions for at least one hour per day 25 days every month. There is no requirement to provide individual turnout for the Client and all horses must share grazing as reasonably required by the yard. Therefore, all horses must reasonably get on with one another and not cause unnecessary risk to other users of the fields.
 - 1.4 at all times, an unlimited supply of fresh, clean water for the Client to water their horse; and
 - 1.5 at all times, a secure fencing to all areas used by the horse.

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.

The fee for these standard services shall be **£65 per month**. The fee is to be paid monthly in advance. If the fee is to be changed Clients will be notified one (1) month in advance.



SCHEDULE 3

Additional Service Charges*

Additional Service	Charge
A daily turnout or bringing in service, to include rug change and picking out and washing off feet when necessary (per occasion)*	£3
Making up feeds and/or haynet and/or filling water buckets and feeding (per day)	£2
Muck out (using CLIENT's bedding)*	£5
Skipping out / bed down service (using CLIENT's bedding)*	£3
Full day care, to include turnout and bringing in (or skip out if staying in), changing rugs, full muck out, filling haynets, making feeds and filling water buckets	£12
Handling and attending to the horse for a vet/farrier/dentist visit*	£25
Attending to wounds or injuries including cold hosing, changing bandages etc	£Dependent upon requirements
Clipping*	£35
Hay per bale (when available)	£4
Haylage per month (when available)	£40
Bedding:	
Straw per stable per month	£40
Shavings per bale (when available)	£9
Wormer (It is mandatory that the CLIENT uses the wormer provided by the YARD as per the Health Policy)	£As purchased
Paddock skip out service. Twice weekly. (if the Client fails to skip out the paddock at least twice each week the Yard will do it on the Clients behalf and charge for the service)	£15
Parking: Monthly	
Horse Trailer	£10
Horse Box	£12
Yearly jump/pole use (payable in April for the year) (money will be used to buy new jumps for the yard which will be the property of the Yard)	£30
Other: Please discuss any additional requirements	

* Subject to availability of staff
All prices are exclusive of VAT



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The charges for these items will be invoiced by the Yard to the Client on a monthly basis payable within two weeks of the delivery of the invoice. If additional services other than worming are required then the Client should complete a booking sheet to the Yard at least 36 hours prior to the service being required. Services are only available when staff are available. If staff are unavailable Clients will be told following receipt of their booking sheet and Clients will have to make alternative arrangements



SCHEDULE 4

Duties of the Client

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

1. the Horse is checked twice daily (if not at pasture)
2. the Horse is fed twice daily
3. the Horse is mucked out daily (when stabled)
4. the Horse is provided with adequate hard feed
5. the Horse is exercised regularly according to its needs
6. the Horse is attended by a registered farrier when reasonably required
7. the Horse is wormed in accordance with the policy of the Yard
8. the Horse is vaccinated in accordance with the policy of the Yard
9. third party insurance is maintained in respect of the Horse
10. any paddocks the Horse uses are skipped out weekly
11. any droppings in the ménage or yard area will be picked up immediately or after use
12. all muck or droppings to be deposited into the muck trailer and forked up
13. the area in front of the stable and any mess made should be swept clean daily
14. the feed sheds, toilet and tack room should be left in a tidy and orderly state at all times