

Contract for Livery at Middleton Equestrian Centre

This agreement is made on

BETWEEN

(1) Middleton Equestrian Centre, Vicarage Hill, Middleton, Tamworth, Staffs, B78 2AT (The Yard), trading from June 4th 2004.

AND

(2)

(Name & Address of Owner)

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 livery 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 LIVERY

- 1.1 The Yard shall at all times during the Term provide the livery in an efficient and professional manner which meets the welfare needs of the Horse and in so doing will exercise 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 Livery included without limitation, any known vices, medical conditions 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 Livery and at the request of the Owner, the Yard shall make them available for inspection and/or provide copies of the Owner, eg lunging, hacking, extra grooming, tack cleaning etc.

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 premises where the horse is kept, these being 8am – 9pm, times outside of these hours will need special permission

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

- 2.2 During the Term the Yard shall employ for the purposes of the Livery sufficient persons that are suitably skilled and experienced.
- 2.3 The Yard shall develop and publish, with veterinary advice, a yard health policy to include without limitation policies on worming and vaccination.
- 2.4 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 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 of the Manager of the Yard believing that the Horse is in need of urgent Veterinary Surgeon/Farrier attention the Yard may summon a Veterinary Surgeon/Farrier and authorise 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 Yards premises and when the Horse will leave and return to the Yards premises.
- 3.5 The Owner shall ensure that no children under the age of 16 are brought into the yard premises 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 BSI standard and suitable footwear with a flat sole and a small heel. A hat **MUST** be worn when turning out and bringing in any horse or pony for anyone under 16, or over 16 if a disclaimer has not been signed.
- 3.7 In Summer, there is the use of a Cross Country Course and open track, weather and conditions permitting. Owners/friends and/or family use this facility at their own risk. No responsibility for accidents howsoever caused whilst using this course/track will be accepted by MEC.

4 FEES TERMS OF PAYMENT AND FINANCIAL MATTERS

- 4.8 In consideration for the provision of livery, the Owner will pay to the Yard the Fee and any additional sums due under this Agreement
- 4.9 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 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 the 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 the sale. Any remaining money shall be returned to the Owner within thirty (30) days of the sale.

5 TERM AND TERMINATION

- 5.9 This agreement shall last for the Term, subject to earlier termination in accordance with this agreement
- 5.9.1 The Yard or the Owner may terminate this agreement at any times or any part of it by giving written notice to the other of not less than the notice period, of 1 week.

6 GENERAL

- 6.9.2 No amendment of the terms of the agreement shall be valid or binding unless, made by the prior written agreement between the Yard and the Owner.
- 6.10 You have the exclusive use of the stable known as
for the duration of your stay at Middleton Equestrian Centre. This is an exempt supply of a right over land and is therefore VAT exempt as we have opted not to tax this right.

Schedule 1

<u>Term</u>	<u>Meaning</u>
Business Hours	8am – 9pm
Fee	The Fee set out in Schedule 3
Horse	Name Age Breed/Sex Colour Known Vices Medical Conditions Special Requirements

Schedule 2

Standard Livery

The Yard shall provide the following livery in respect of the Horse

At all times a dry stable with adequate light and ventilation: and

When required an area of hard standing where the Horse may be groomed, shod etc:
and

During the summer months, good quality grazing at a rate of not less than one quarter
acre per horse

During the winter months an adequate supply of good quality hay and

At all times a supply of fresh clean water and a turnout area, every day, weather and
ground conditions permitting

Secure fencing at all times in the areas used by the Horse

Third party and Employers Liability Insurance will be maintained by the Yard at all
times, copies of which will be available for inspection via the Notice Board

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

Full Livery includes

Mucking out 7 days per week

Turning out/bringing in 7 days per week

Picking out of feet 7 days per week

Farrier/Vets/Dentist/Osteopath visit supervision, with some associated costs where
applicable

Use of the school (s) (lights in the winter at £1 per hour)

Feed provided is Mix or Basic Cubes, Hi Fi, & Sugar Beet - all extra feed to be
provided by the Owner

Hay or Haylage

Shavings/Straw paid **for by the owner** at a rate agreed between the yard and the
owner

Full Livery

The Fee for this full livery shall be **£100** per week, for horses over 14.2hh and **£80** per week for ponies up to 14.2hh and staff owned horses/ponies, payable weekly or monthly **in advance, unless the horse/pony is a working livery and then this may be paid in arrears of not more than 1 week.**

The Yard reserves the right to amend this charge with one weeks notice being given.

Working Livery £3 off bill for each ½ hour used in the school

Schedule 3

<u>Additional chargeable options</u>	<u>Charge</u>
Lungeing/Long Rein 30 mins	£15.00
Hacking 30 mins	£15.00
Hacking 1 Hour	£25.00
Tack Cleaning -	Bridle £ 7.50
Tack Cleaning -	Saddle £ 7.50
Bridle & Saddle	£12.50
Grooming	£3 per day – Summer May - September £5 per day – Winter Oct – May
Lorry Hire/Transportation	By individual agreement
Lorry/Trailer Parking	£15 per week
Schooling	£20 per ½ hour inclusive
Shavings	£6.50 per bale £4.25 per bag
Straw	£1.50 per bale
Bathing	£15.00
Plaiting	£15.00
Mane/Tail Pull	£ 7.50 each

Use of the Wash box
For bathing, clipping and/or solarium £10.00 per hour or part thereof

Clipping Horse £45.00
 Pony £40.00

Legs and full face will incur extra charges

Washing/Drying of numnahs/rugs £3.00 per article

The charge for these items will be invoiced by the Yard to the Owner on a weekly basis in advance.

Schedule 4

Duties of the Owner

The Owner shall at all times remain responsible for ensuring that

Where appropriate the Horse is regularly exercised according to his/her needs

The Horse is attended by a registered Farrier at least every 8 weeks

The Horse is wormed in accordance with the Yard policy

- every 10 - 12 weeks
- all horses wormed on the same day
- all horses to stay in for 24 hours after worming

The Horse is vaccinated in accordance with the Yard policy

- all horses are vaccinated up to date on an annual basis
- the Yard holds the dates of all horses vaccinations

Any changes in procedure requirements ie change of rug type etc is notified to the Yard Manager as and when required

At least third party insurance is maintained in respect of the Horse by the Owner, and copies of such insurance policies are provided to the Yard Manager for their records

This is BRONZE status livery. GOLD and SILVER livery are available on request.

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 in the date written above.

SIGNED by
For and on behalf of the YARD

SIGNED by
For and on behalf of THE OWNER