

LIVERY YARD AGREEMENT



Caring for Scotland's Animals



The Horse Trust



The British Horse Society, sponsored by SEIB, Intervet and Merial Animal Health and supported by BEVA, the ILPH, the RSPCA and SSPCA emphasises the importance of a written agreement being made between the Livery Yard Proprietor and the Owner or the agent of the Horse, defining the conditions of livery.

RESPONSIBILITIES & AGREEMENTS

Financial arrangements, types of care, facilities offered and conditions will vary between Livery Yards and should, therefore, be clearly defined. Preferably, such agreements should be made in **WRITING**, before the horse concerned is placed at the Livery Yard. The agreement should state the **NAME** of the person responsible for supervision of the horse and for provision of feed and water, and the action to be taken in the event of illness or injury to the horse. The Proprietor of the Livery Yard should state the provisions made for the safety and security of the Horses, the supply of feed and bedding, and routine measures for vaccinations and control of parasites. It is advisable that all parties have adequate insurance - for Livery Yard Registration purposes, the Proprietor must hold at least **THIRD PARTY LIABILITY INSURANCE**. All Full members of the British Horse Society benefit from **FREE** Personal Accident and Third Party (legal) Public Liability insurance. In all types of Livery, the ultimate responsibility for the welfare of the horse whilst in his charge, temporarily or otherwise, shall rest with the Proprietor of the Livery Yard. Any disputes that may arise between a Livery Yard proprietor and the horse Owner/agent must not be permitted to interfere with the minimum standards of accommodation, supervision, nutrition and general welfare of the horse.

GUIDELINES FOR LIVERY CONTRACT

The British Horse Society, supported by BEVA, ILPH and the RSPCA would strongly advise a Livery Contract to contain the following:-

1. General

- ❖ Names of both parties, i.e. the Livery Yard proprietor and the horse Owner/agent
- ❖ The type of Livery (e.g. Full, Part, DIY, etc.), weekly rate and method of billing, extras provided outside the daily terms of the contract (e.g. schooling of the horse, farrier, clipping, etc.).
- ❖ Names of agreed Veterinary Surgeon(s) and Registered Farrier(s) to be used
- ❖ Responsibility for insurance
- ❖ Responsibility for inoculation against Tetanus and Influenza
- ❖ Stable rules e.g. wearing BSI standard hats, notice required to move the horse outside normal stable hours, riding restrictions, parking areas
- ❖ Emergency contacts
- ❖ Notice of termination or cancellation of contract

2. Full and Part Livery - Responsibility for the horse should be clearly defined:

- ❖ Watering, feeding, maintenance of box and bedding
- ❖ Grooming, exercise and tack cleaning
- ❖ Worming and teeth inspection
- ❖ Call out of Veterinary Surgeon or Farrier as necessary

3. Working Livery - In addition to the responsibilities listed under Full Livery, the conditions under which a horse can be worked must be specified:

- ❖ Hours of work per day
- ❖ Restrictions on type of work
- ❖ Restrictions on type of rider

4. DIY - Responsibility for the following should be clearly defined:

- ❖ Watering and feeding
- ❖ Turning out, catching up and checking
- ❖ Provision of facilities, forage, bedding and concentrate feed
- ❖ Worming and teeth inspection
- ❖ Call out of Veterinary Surgeon or Farrier as Necessary

5. Grass Livery

- ❖ Watering and, where necessary, supplementary feeding
- ❖ Checking the horse, worming and teeth inspection
- ❖ Security of fencing and gate/s, care of pasture and rotation of horse between paddocks
- ❖ Emergency call out of Veterinary Surgeon or Farrier

Below is an Example of a Livery Contract which could be used as a basis upon which to draw up an Agreement:

DRAFT CONTRACT FOR LIVERY SERVICES

This Agreement is made on

Date:

Between

(1) YARD Name and Address of Yard:

and

(2) OWNER Name and 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 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 Follow

1 THE SERVICES

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| <p>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.</p> <p>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 many special requirements of the Horse.</p> | <p>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.</p> <p>1.4 [In a working livery], the Horse will not be worked for more than [] hours daily, and shall not carry more than [] kg.</p> |
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2 FACILITIES TO BE PROVIDED BY THE YARD AND DUTIES OF THE YARD

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|--|--|
| <p>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.</p> <p>2.2 The Owner shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.</p> <p>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.</p> | <p>2.4 The Yard shall develop and publish, with veterinary advice, a yard health policy to include without limitation policies on worming and vaccination.</p> <p>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.</p> |
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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 the age of 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 BSI standards and suitable footwear with a flat sole and a small heel.

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 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 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 Owner within thirty (30) days of sale.

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: _____

SCHEDULE 1

DEFINITIONS

TERM	MEANING
“Business Hours”	The business hours of the yard are:
“Feel(s)”	The feet 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 conditions and special requirements: Contact details in the event of an emergency:
“Notice Period” (amount of notice required)	[] months notice is required to terminate this agreement.
“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 shall last from [] to []. / This agreement shall last until either the Yard or the Owner terminates it.

SCHEDULE 2

STANDARD SERVICES

- The yard shall provide the following livery services 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, grazing at the rate of at least one acre per horse; and
 - during the winter months, an adequate supply of good quality hay; and
 - at all times, an unlimited supply of fresh, clean water; and
 - for at least one hour per day 25 days every month, a turnout area; and
 - at all times, a secure fencing to all areas used by the horse.
- 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 [£] per week / month. The fee is to be paid weekly / monthly in advance

SCHEDULE 3

Additional Services	Charge
A daily turnout and/or catching up service	
A once/twice/three times daily feeding service in addition to forage feed	
A daily "mucking – out " service Evening skipping out service	
A grooming service. Daily / Weekly	
Fitting and removing rugs	[£] per day
Handling and attending to the horse for a vet/farrier/dentist visits	
A twice daily checking service for pastured horses	
A daily ridden / in hand / turnout exercise period of [] hours duration	

Indoor school	
Outdoor school	
Exercise paddock	
Vet / Farrier / Clipping room	
Other:	

The charges for these items will be invoiced by the Yard to the Owner on a weekly / monthly basis payable within one (1) month of the delivery of the invoice.

SCHEDULE 4

DUTIES OF THE OWNER

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

1. the Horse is checked once/twice/three times daily (if not at pasture)
2. the Horse is fed once/twice/three times 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 every 10 weeks
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

IMPORTANT

– This draft agreement is intended to provide initial guidance and areas for consideration for those intending to enter into livery arrangements. Anyone proposing to enter into such a written agreement should take their own legal advice as to their particular circumstances.