

Template Livery Contract (Basic)

The livery agreement template below is a basic example as to the type of agreement which could be made between horse owner and yard proprietor. This is a **basic** contract only, outlining minimal responsibilities, payment terms and notice periods. If you wish for a more detailed template- which would be recommended- there is also one available on the Yard Owner Hub.

The agreement should be edited to reflect the specific services, facilities, financial agreements and any conditions as made with the yard proprietor and can have elements added or removed as appropriate to make the agreement as concise or simple as required. The items highlighted in bold indicate common areas to be personalised.

This should ideally be completed the day of arrival, and no later than 7 days after arrival. When amended and completed with your own particulars and signed by both parties it will form a legally binding agreement. Both the horse owner and yard proprietor should retain a signed copy of the agreement.

N.B. If your livery client named below loans their horse from a third party, then the registered owner should also complete the 'Loan Amendment' section to be added to the Livery Agreement.

The AGREEMENT

This agreement is made on the (***Insert Date***) between the parties (***Insert Horse Owner's Name & Address***) (hereafter referred to as the HORSE OWNER) and (***Insert Yard Proprietors Name and Yard Address***) (hereafter referred to as the PROPRIETOR).

1. The HORSE is to be on a DIY (***Amend as appropriate- inclusions of package to be entered in section 4***) livery package at the yard as detailed above for the agreed sum of (***Insert sum in £***) per calendar month. Invoices for livery charges are payable one month in advance and are issued on 1st of every month along with the fees for any services or extras undertaken within the preceding month. This is payable by the HORSE OWNER to the PROPRIETOR within 7 days (***Or Amend payment details as appropriate if a fixed day for payment and/ or creating of a standing order***).
2. In addition, the PROPRIETOR requests that a security fee of (***Insert sum in £***) be paid upon acceptance of the stable and before arrival at the yard. This is as a damage waiver to cover any shortfall in monthly livery fees, notice period or in the event of damage to the PROPRIETORS land or property by the HORSE OWNER or their HORSE. Without issue during the agreement period, the security fee shall be returned in full upon termination of this Livery Agreement or deducted from the balance owed. (***Or Amend payment details as appropriate***).
3. The livery period will start on (***Insert Date***) and continue indefinitely (***Or Amend as appropriate for fixed term or rolling livery agreements- such as training or sales livery***). If the HORSE OWNER wishes to terminate the livery agreement they shall inform the PROPRIETOR in writing, no less than one full calendar months' notice (***or Amend as appropriate***) before they wish to terminate the contract. The HORSE may be moved from the yard during this time but a full period of notice must be paid in full as

per the agreed livery fees and the HORSE OWNER forfeits all rights and privileges associated with their livery agreement upon departure of the HORSE from the yard unless agreed otherwise.

4. The PROPRIETOR reserves the right to increase fees for livery packages or services within reason, and as deemed appropriate, by giving a minimum of 30-days' notice **(or Amend as appropriate)**.
5. The PROPRIETOR reserves the right, at any time, to give the HORSE OWNER no less than one full calendar months written notice to terminate the livery contract. However, in the event that the PROPRIETOR feels the HORSE OWNER is in breach of terms of the contract herewith, or behaves in a way deemed as grossly inappropriate, dangerous or breaking rules of the yard with severity the PROPRIETOR reserves the right to give a 24 hour notice of termination of this agreement and for the HORSE to be removed from the premises **(Or Amend as appropriate for immediate notice, owner not permitted to access the yard, owner banned from yard until horse removed etc)**.
6. In the event that livery fees go unpaid for more than three months **(or Amend as appropriate)** after monies are first due the PROPRIETOR reserves the right to serve notice to the HORSE OWNER and begin legal proceedings to recoup costs, or to sell the horse or items of tack belonging to the HORSE OWNER in order to recoup costs as long as the HORSE OWNER is notified in writing of the intention to sell at least 7 days before the date of sale. From the monies received from the sale of the HORSE, the PROPRIETOR shall retain monies adequate to cover any unpaid sums by the HORE OWNER due under this agreement and the reasonable costs of sale and keep of the horse during this period. Any remaining money shall be returned to the owner within 30 days of sale.
7. In the case of unforeseen events- such as Covid-19 – where government or official guidance supersedes permissions as laid out in this contract, the PROPRIETOR reserves the right to alter service provisions or access to the yard for the HORSE OWNER or any visitors, professional or non-professional, for any duration as they see fit in order to meet the restrictions, law or guidance in question.
8. Two copies of this agreement shall be copied, one to be retained by the PROPRIETOR and the other by the HORSE OWNER. No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and HORSE OWNER.
9. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.
10. All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
11. This agreement, and the rights set out in it must not be assigned or novated by either party.
12. The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
13. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
14. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed

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(THE HORSE OWNER'S NAME PRINTED HERE)

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(THE PROPRIETOR'S NAME PRINTED HERE)

IMPORTANT

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

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