

Template Livery Contract (Detailed)

The livery agreement template below is a detailed example as to the type of agreement which would be recommended to be made between horse owner and yard proprietor. This should ideally be completed the day of arrival, and no later than 7 days after arrival.

This is a guide only and can be edited to reflect most livery packages. 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.

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. This agreement relates to livery services as provided for (*insert name of horse/ pony followed by brief description*) (hereafter referred to as the HORSE.) The owner confirms that the horse is passported through (*Insert passport issuing authority*) and has the unique equine reference number (*Insert passport number*) and a copy of the Equine Passport should be made available to the PROPRIETOR upon request for verification.
2. 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*).
3. 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*).

4. The inclusions of this livery care package are as follows: ***(Amend package details as appropriate with a full description/ list of your inclusions within the livery fee. I.e DIY Livery- provision of stable and grazing and all daily care to be undertaken by owner; Full Livery- all day to day feed, watering, mucking out and handling of the horse to be undertaken by the yard and its staff. Inclusive of ad-lib bedding and haylage; Retirement Livery- full daily care of horse to be undertaken including all feed, bedding, farriery and worming costs; Working Livery- include care details by yard and amount of usage per day/ week for the horse etc).*** Any services, forage, feed or bedding over and above those included in this livery package shall be carried out and charged as per the attached price list. The PROPRIETOR will itemise any additional charges on the monthly invoice.
5. Under the terms and services of the above livery type, responsibility of the following care of the horse lies solely with the HORSE OWNER. ***(Amend the below as appropriate for responsibilities of the OWNER dependent upon their livery package)***
 - Visiting the horse a minimum of once per day,
 - Daily turnout, bring in and rug changes,
 - Care of stable, bedding and water,
 - Preparation and provision of hay and feed,
 - Grooming, exercise and tack cleaning,
 - Worming,
 - Contacting and responsibility of handling for the farrier/ vet etc,
6. In the event that the PROPRIETOR feels the HORSE OWNER does not undertake these duties in the correct manner, or is unable to undertake duties due to illness or absence, then such charges- as per the attached price list or at a reasonable fee to cover such work undertaken- shall be invoiced and due at the end of each month ***(Or Amend payment details as appropriate).***
7. 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.
8. 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)*** to the HORSE OWNER in writing. In the event of amendments or increases to livery services or fees a new contract amendment should be agreed between PROPRIETOR and HORSE OWNER, or this one amended as necessary and signed and dated by both parties.
9. In standard conditions, 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 reserve 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).***
10. 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 HORSE 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.

11. The PROPRIETOR agrees that they shall at all times during the period of livery provide a safe and suitable environment for the horse to be kept, as conditions and facilities permit, and any agreed services shall be carried out 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. The HORSE OWNER understands that in some cases routines, services or access to facilities may be altered at short notice due to inclement weather or other unforeseen circumstances.
12. As per the legislation introduced in The Equine Identification Regulations (2018), for any livery packages above basic DIY, the yard owner is deemed the keeper of the animal and therefore the passport of the aforementioned HORSE must remain on the premises detailed above at all times. The PROPRIETOR shall ensure during this time that any passports are retained securely, meeting GDPR regulations, and are accessible to the horse owner upon request. This is a legal requirement on the part of both the PROPRIETOR and the HORSE OWNER **(or Amend as appropriate)**
13. Throughout the contract period, the HORSE OWNER shall observe and adhere to the following rules of the yard with regards to services and facility use:
 - Throughout the term the PROPRIETOR shall give the HORSE OWNER access, during reasonable business hours of the Yard, to the Horse and all premises where the Horse is kept,
 - The HORSE OWNER shall adhere to health recommendations as required by the yard such as worming and vaccination requirements, and following any other disease prevention guidance issued by the yard,
 - The HORSE OWNER shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.
 - All droppings shall be removed from all riding areas and yard areas by the HORSE OWNER,
 - The HORSE OWNER shall wear suitable clothing and footwear at all times whilst riding and on the yard,
 - The HORSE OWNER agrees to advise the PROPRIETOR if the horse is to be absent from the yard for any period of time and to advise them of when the horse will return to the premises.
 - No children under the age of 16 shall be allowed onto the yard unless fully supervised by the HORSE OWNER.
 - (Visitors shall be restricted to the yard for biosecurity and security reasons. Any visitors shall accompany the HORSE OWNER and the PROPRIETOR shall be advised in advance.**(Insert/ amend as required to reflect terms of agreement)**
14. It is the responsibility of the PROPRIETOR to ensure that all horses and visitors on the yard are suitably insured through the yards own third party liability insurance, and that any services offered by the PROPRIETOR or their staff are insured appropriately **(or Amend as appropriate)**. However, the HORSE OWNER must ensure that the HORSE is suitably insured for third party liability and any activities they wish to partake in. The PROPRIETOR reserves the right to request a copy of the HORSE insurance certificate at any time.
15. The PROPRIETOR requests that visitors to the yard should be restricted appropriately for the safety or security of all persons, equines and equipment. Any third party visitors who will be riding or handling horses on the yard on a non-professional basis (ie friends or family) should be competent in any activities undertaken and appropriately insured. The PROPRIETOR reserves to request proof of insurance where necessary.
16. Any professional visitors to the yard must be appropriately competent and insured in the services they are offering. The PROPRIETOR requests advance notice of professionals attending the yard. The

PROPRIETOR also reserves the right to request copies of the necessary qualifications, memberships and insurance and may also require a Third Party Liability form to be completed. The PROPRIETOR also reserves the right to refuse the entry of any professionals they do not wish to undertake services on the yard. ***(Insert/ amend as required)***

17. No one may operate in the course of business in any manner from the premises. This includes clients undertaking paid services to other livery clients, storage of items in relation to business or the use of images of equines or facilities on the premises to promote your own business or services. ***(Insert/ amend as required to reflect terms of agreement)***
18. In the event that the HORSE or HORSE OWNER causes any damage to premises, fixtures or items owned by the PROPRIETOR without any reasonable cause, the PROPRIETOR reserves the right to pass any reparation, maintenance or associated costs to the PROPRIETOR or to retain this from the security fee upon termination of this contract. Any damage or reparation costs in excess of the security fee shall be reimbursed at the cost of the HORSE OWNER.
(Insert/ amend as required to reflect terms of agreement)
19. Veterinary and Other Services:
 - It is the responsibility of the HORSE OWNER to ensure that the HORSE is suitably shod, or feet in a suitable condition, at all times.
 - It is responsibility of the HORSE OWNER to ensure that the HORSE is fully vaccinated- as required- for Equine Influenza and Tetanus. The PROPRIETOR reserves the right to request a copy of the HORSE vaccination certificates at any time.
 - The cost for all veterinary, farriery and alternative treatments lie solely with the HORSE OWNER.
 - The HORSE OWNER agrees to abide by the worming programme as laid out by the PROPRIETOR. The responsibility of the worming costs lies solely with the HORSE OWNER.***(Insert/ amend as required to reflect terms of agreement)***
20. If the PROPRIETOR believes at any time that the HORSE is not receiving the necessary care or attention from the HORSE OWNER in terms of diet, handling, welfare or suchlike they reserve the right to inform the HORSE OWNER in writing of their concerns. Following no change in procedure, the PROPRIETOR shall inform the HORSE OWNER in writing of their intention to intervene with the horses care and/ or to consult a veterinarian or welfare authority to seek advice. The responsibility of any arising costs lies solely with the HORSE OWNER.
21. In the event that the PROPRIETOR believes the HORSE is in need of emergency farrier or veterinary treatment they reserve the right to contact their own veterinary surgeon or farrier to undertake treatment provided that the PROPRIETOR has made all reasonable attempt to contact the HORSE OWNER and their preferred farrier or veterinary surgeon before this decision is made. The responsibility of any arising costs lies solely with the HORSE OWNER.
22. The HORSE OWNER agrees that if a VETERINARY SURGEON advises IMMEDIATE slaughter of the HORSE to prevent further suffering in the case of severe injury or illness and the OWNER cannot quickly be contacted the PROPRIETOR may follow professional advice and give permission to the veterinary surgeon on the OWNER'S behalf.
23. Upon arrival of the HORSE at the livery yard, the PROPRIETOR shall be provided with a copy of the current vaccination certificate, the HORSES equine passport, a copy of the insurance certificate, a 'Horse Details' form (including emergency contact details and preferred equine professionals) and any other documents as requested. ***(Or Amend as appropriate)***.
24. In the event of the owner's death or prolonged incapacity to care for the horse, please advise on the accompanying Horse Details Form of a 'next of kin' who shall become responsible for the animal in lieu

of the owner and shall meet responsibilities as per the above contract. In the event of such circumstances, the PROPRIETOR shall contact this person to decide on a future course of action for the animal.

25. Whilst we welcome the sharing of your enjoyment with your horses on social media, the PROPRIETOR requires within this contract that the HORSE OWNER does not disclose confidential information about the yard, yard owner, business nor any other livery client which may infringe personal or private information, nor post any public content that may put at risk the security or reputation of the yard. Failure to adhere to this clause could be deemed as breaking the terms of this contract **(Or Amend as appropriate)**.
26. 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.
27. 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.
28. 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.
29. 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.
30. This agreement, and the rights set out in it must not be assigned or novated by either party.
31. 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.
32. 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.
33. 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

.....

(THE HORSE OWNER'S NAME PRINTED HERE)

.....

(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.

