

Template Sharer or Loaner Livery Agreement

The agreement below is a guide as to the type of agreement which would be recommended to be made between a yard owner and the sharer or loaner of a livery client's horse. In all cases the agreement should be edited to reflect correct information and agreements as made between the yard owner, livery client and loaner or sharer to reflect responsibilities as per the livery client's terms of livery contract, and any additional requirements or considerations for third parties using the facilities available under their share or loan agreement.

When amended and completed with your own particulars, the agreement should be signed by all three parties- the yard owner, horse owner and loaner or sharer, and copies retained by each. Please note that unless amended to cover such, this template agreement refers in no way as to the terms or loan or share made between the horse owner and loaner or sharer which should be made under a separate Loan or Share Contract (*template also available*). If the loaner or sharer is unknown to yourself or the livery client, either party would be strongly advised to take up references and to ask a legal adviser to check the completed document.

The AGREEMENT

This agreement is made on the (*Insert Date*) between the parties (*Insert Livery Client's Name and Address*) (hereafter referred to as the OWNER), (*Insert Sharer's Name and Address*) (hereafter referred to as the SHARER) and (*Insert Yard Proprietors Name and Yard Address*) (hereafter referred to as the PROPRIETOR).

This agreement refers to the agreed use of yard and riding facilities for the SHARER during their period of use of the HORSE.

1. The SHARER will have full access to the horse for (*Insert number of days*) days per week as agreed with the OWNER. The PROPRIETOR shall be advised in advance of the days the SHARER will be present and, in the event that these changes, be advised in advance of any changes. (*or Amend as appropriate*)
2. During their allocated days the SHARER has full responsibility of the horse which includes the following duties:
 - Turning out in the morning, bringing in in the evening and changing rugs as appropriate,
 - Mucking out the stable, filling hay and water,
 - Preparing feeds for that evening and the following morning,
 - Exercise of the horse.(*or Amend as appropriate*)
3. During their time on the yard, the SHARER is expected to follow all rules and instructions as given by the PROPRIETOR or their staff with regards to the management of the horse, use of facilities, or any other procedures, to ensure they act in a responsible and considerate manner to ensure the safety and welfare of all other humans and equines on the yard. Failure to abide by the rules may result in the SHARER forfeiting their access to the yard and, in extreme circumstances, the OWNER having their livery agreement terminated with immediate effect. (*or Amend as appropriate*)

4. If for any reason the SHARER is unable to attend to the HORSE on agreed days, the OWNER must be informed and/ or alternative arrangements made for care of the horse.
5. In the event that the PROPRIETOR feels the SHARER does not undertake their duties in the correct manner on their allocated days 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 to the OWNER and due at the end of each month. **(or Amend as appropriate)**
6. The SHARER must ensure they are covered for public liability for both riding and handling the horse- either via the LIVERY CLIENTS insurance, or their own insurance cover- and to cover them being on the yard. Personal accident cover is also recommended. The PROPRIETOR is within their right to request to see originals of this insurance and retain copies for their own records.
7. During their days of responsibility, the SHARER must inform the OWNER or PROPRIETOR immediately if there are any veterinary emergencies or concerns with the HORSE. **(or Amend as appropriate)**
8. The actual livery agreement is in place between the OWNER and the PROPRIETOR and as such these two persons have final say as to any decisions made with regards to the horses care, management and welfare. **(or Amend as appropriate)**
9. In the event that livery fees go unpaid by the LIVERY CLIENT for more than three months after monies are first due, the PROPRIETOR reserves the right to serve notice to the OWNER and as such restrict or cease access to the yard by the SHARER until such time as monies are paid in full by the OWNER. **(or Amend as appropriate)**
10. The SHARER must not receive any remuneration by the OWNER in return for the care or exercise of the horse **(or Amend as appropriate)**
11. If the PROPRIETOR believes at any time that the HORSE is not receiving the necessary care or attention from the SHARER in terms of diet, handling, welfare or suchlike, they reserve the right to inform the OWNER in writing of their concerns. Following no change in procedure, the PROPRIETOR shall inform the OWNER in writing of their intention to intervene with the horse's care. The responsibility of any arising costs lies solely with the OWNER. If the SHARER 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 OWNER or to retain this from the security fee upon termination of this contract. **(or Amend as appropriate)**
12. If the SHARER is permitted to remove the horse from the yard for the purpose of competitions or other events, they must follow instructions given by the PROPRIETOR or their staff with regards to biosecurity protocol to ensure the welfare of all equines on the yard and to reduce the likelihood of any cross contamination.
13. The SHARER is given access to the tack room and riding facilities on their agreed days. They must ensure all equipment is returned, and everything left securely and neatly as would be expected with any other livery client.
14. 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***).

15. 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.
16. Three copies of this agreement shall be copied, one to be retained by the PROPRIETOR, one by the OWNER and the other by the SHARER. No changes may be made to the terms of this agreement unless made by prior written agreement between all parties and confirmed in a written, amendment to this agreement.
17. 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.
18. 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.
19. This agreement, and the rights set out in it must not be assigned or novated by either party.
20. 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.
21. 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.
22. 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:

(TO BE SIGNED, PRINTED AND DATED BY ALL THREE PARTIES)

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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