



IN  
ASSOCIATION  
WITH

gunnercooke  
Equine Law

## Template XC Course Hire Form

The following template is designed to be used by a yard owner to ensure those using their facilities are doing so in a responsible manner, with understanding of their obligations.

Completion of the form and payment should be made in advance of hire. You should also, at that time, request a copy of their insurance plus insurance details of any professionals, such as instructors or trainers, who are using the facilities within this period. Any parties involved in hiring the arena should hold a minimum of third party liability, and professional insurance where relevant. It is recommended to request copies of insurance for your records, especially if this is a regular arrangement. It is also advised to contact your own insurer to check any obligations or permissions required for the hiring of your facilities.

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## XC Course Hire Agreement for (Enter Yard/ Facility Name)

Complete the below details as necessary:

Hirer Name: .....

Hirer Contact Number: .....

Hirer Mobile Number: .....

Hirer Emergency Contact .....

.....

1. Our cross country course (**amend as appropriate**) is available to hire for a minimum hire time of one-hour.
2. There is a maximum of 4no. horses permitted on the course during any one hire session (**amend as appropriate**)
3. The cost to hire the cross country course is:

One Hour:     £                      Two Hour:     £                      Three Hours:     £  
**(enter prices accordingly or however you charge- per hour, horse etc)**

4. Hirers are asked to arrive in good time, and to keep to their allotted time slot. All riders must be accompanied by another responsible person (who may be mounted or unmounted) who must have access to a mobile phone in order to summon assistance in the event of an emergency. T
5. By completing this agreement, the hirer accepts that they/their trainer or responsible adult (if under 18) has surveyed the course and the ground conditions and understand that this must be undertaken prior to the use of the facilities.
6. The hirer shall not use the facilities for any purpose other than intended and shall not sub-hire or use the facilities or allow the same to be used for any unlawful purpose or do anything which may endanger the same or any insurance policies in respect thereof.

7. Use of the course is entirely at the hirer's own risk. The hirer **MUST** hold current insurance to a minimum of Third-Party Liability. If an Instructor or Trainer is using the facility in the course of business, we must be advised of such at the time of booking and they must hold the relevant professional insurance cover. A copy of this insurance may be requested and retained **(amend as appropriate)**

8. Correct footwear and clothing to be worn at all times. All riders must wear protective headgear conforming to BSI standards at all times when mounted, including warming up. A body protector conforming to the current BHS standard must be worn at all times when the rider is using the cross country course.

9. Please observe any signage or instructions whilst on the course. Riders using the cross country course must not jump any jump marked with 'crossed flags' as this indicates that the jump must not be used under any circumstances

10. Use of the course must be done so in a controlled manner, respecting the take off and landing areas, and general ground condition. We reserve the right to request anyone stop using the course immediately if we feel they are doing so in an uncontrolled or dangerous manner and in such cases no refunds shall be given.

**11. For biosecurity measures, at no time must you enter the stable yard, stables or other restricted areas. Please do not make contact with any of the other horses whilst at the premises.**

12. The hirer must ensure that all animals engaged in the event or permitted to attend are in good health and are up to date with vaccinations (for example: flu & tetanus).

13. The hirer will leave the facilities in a clean and tidy state. Please park your vehicles considerately and be aware of access and other users of the facilities. Please clear up any droppings, hay or bedding from the car park or lorry park, as well as any litter, and take these away with you **(amend as appropriate)**

**14. Smoking is NOT permitted anywhere on site.**

**15. If there are any breakages, damage or concerns about the facilities during your period of hire, we must be notified immediately. Any damage or breakages caused to the property or equipment shall be charged to the hirer at the new replacement value plus any carriage costs.**

16. **(Enter Yard Name)** will not be liable for any damage caused whatsoever to vehicles, animals, trailers, lorries, individuals, etc., whilst the hirer is using their facilities.

17. Dogs are not permitted on the premises **(amend as appropriate)**

16. The hirer is responsible for ensuring that each rider has completed a disclaimer and delivered the same to the proprietor before riding.

17. The proprietor reserves the right to cancel any reservation without notice. The proprietor reserves the right to refuse any admission. The proprietor cannot be held responsible for any consequential loss or liability howsoever caused.

18. The proprietor reserves the right to request that riders/trainers/owners or any other person using the facilities do leave in circumstances where in the opinion of the proprietor and/or its management, a person is creating a dangerous situation, riding in a dangerous manner and/or where a person is mistreating a horse or acting irresponsibly. Where a person is asked to leave they must immediately return to their mode of transport and remove the horse and themselves from the premises.

19. All hirers, and any person accompanying them, must act in accordance with the current UK Government guidance regarding their use of the facilities, including (but not limited to) regular sanitisation, ensuring that no one within their group has any COVID-19 symptoms, and maintaining social distancing at all times while at the premises.

20. Save for death or personal injury caused by negligence, [YARD NAME] nor its owners or employees does not accept any liability for any accident, loss, damage, injury or illness to hirers, riders, horses, owners, spectators, property, vehicles and their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever during their attendance at the premises in connection with the usage of any of the equestrian facilities. Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons using the facilities do so at their own risk and the proprietor will not be held responsible for any accident, injury or loss.

**PAYMENT TERMS:**

Payment for the hire of the course must be paid by either BACS transfer or by cheque (made payable to **enter payee details**) at least 3 days prior to the hire date. **(amend as appropriate)** All payments must reference the invoice number; This agreement will be retained and will remain valid for a period of 12 months.

**CANCELLATION POLICY:**

Anyone cancelling their booking with less than 24 hours' notice will not be refunded (amend as appropriate). We reserve the right to cancel any booking should the necessity arise. A full refund or alternative date would be given/offered in this situation.

**(Enter yard Name)** reserve the right to cancel any future bookings if any of the above conditions are not adhered to.

**DECLARATION:**

I the undersigned, hereby agree and accept the terms and conditions laid out above and confirm that I have in place the public liability insurance required.

Signed:

Print Name:

Date:

**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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