

**EGERTON SPORT HORSES LIVERY AGREEMENT Part 1 of 2**

The agreement is made on DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Between

Egerton House Farm, The Street,Broughton Gifford, Wilts SN12 8PR:

  and

Owner name & address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. The Services

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.

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 any special requirements of the horse.

2. Facilities to be provided by the Yard and duties of the Yard:

Full Livery: As for Part livery below but includes excercising. Full training Livery: By arrangement.

Part Livery: Feeding, watering, maintenance of box and bedding providing one bale of shavings per week (extra bedding should be purchased from the yard at the prevailing rate.). Feed will consist of basic maintenance feed and haylage, no extra supplements. Basic grooming.(Grooming kit shampoo and fly sprays etc. to be provided by the owner). No clipping or trimming is included. Daily grazing for a minimum of 1 hour, except when bad weather makes this unsuitable. Worming & teeth inspection and vaccination are the owners responsibility. All horses must be wormed on arrival & have up to date vaccination certificates for flu and tetanus. Veterinary and farriers fees are the owners responsibility.

The owners will have use of the indoor & outdoor schools, both of which must be left in good order after use, all droppings removed immediately after vacating the facility and all jumps & equipment stored tidily and safely. Gates/doors to be closed. The owner will have use of the Horse Walker, all droppings must be removed and the walker swept after use, the machine switched off and door closed.

All excercising of the horse will be the owners responsibility.

2.1Throughout the Term, the Yard shall give the Owner access, during the business  hours of the Yard, to the Horse and all the premises where the Horse is kept; The business hours are 8.00 am to 6.00pm. Access to the yard outside these hours is by arrangement.

2.2 The Owner shall observe any rules or requirements relating to those premises as  notified to the Owner by the Yard.

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.

2.4 The Yard shall develop and publish, with veterinary advice, a yard health policy to include without limitation policies on worming and vaccination. 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 heel.

3. Duties of the Owner

3.1 The Owner shall ensure that the Horse is provided with all those matters set out in the schedules (this will detail the responsibilities of the owner to your horse, the services provided by the yard, charges for use of services, a profile of your horse, and a daily breakdown of your horse's livery yard routine.)

3.2 In the event that the Owner fails to ensure that the horse is provided with any of the matters listed in the schedule, 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 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 heel.

3.6 The owner is responsible for any damage caused by their horse.

3.7 The owner should have 3rd party insurance in respect of the horse.

4. Fees, Terms of Payment and Financial Matters: **:** Fees payable per week to be paid monthly in advance, any additional amounts will be detailed on an invoice and should be paid within 7 days.

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 the Agreement.

4.2 In the event that the Fee or any additional sum due under this Agreement remains unpaid for more than three months after they first became 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 this intention to sell, at least seven 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 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 Owner may at any time terminate this Agreement or any part of it by given written notice to the other of not less than one month.

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 on behalf of the YARD  Signature:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Name:        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Title:        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   SIGNED BY: For and on behalf of the OWNER  Signature:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Name:        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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