BARC LIVERY
Bournefield Farmhouse, Union Road,
Bradfield, Reading, W Berks,
RG7 6AA

07809 170147

DIY Livery Agreement

This agreement is made the _____ day of _____ 20____ between:

(1) Name: Megan Rees t/a BARC LIVERY
Bournefield Farmhouse,
Union Road,
Bradfield,
Reading,
W Berks,
RG7 6AA

and

(2) Name:
_____("the Owner")

Address:
_____

_____

In respect of the horse named_____

1. Definitions and Interpretation

In this Agreement:

1.1 **Agreement** this document as legally entered into by the above respective parties.

1.2 **Horse** shall be the horse named above.

1.3 **Insurance**	shall mean a valid insurance policy with a reputable insurance company.
1.4 **Livery**	Boarding facility for a horse at premises belonging to a company or individual other than the Owner.
1.5 **Livery Business**	Company and/or person(s) owning and/or running the equine boarding facility specified in the heads of terms above and at which the Livery of the Horse takes place.
1.6 **Livery Fees**	The fees incurred by the Owner which are due to the Livery Business for the Livery of the Horse.
1.7 **Livery Yard**	The premises where the Livery Business runs its equine boarding facility as set out in the above head of terms.
1.8 **Owner**	the person specified in the Agreement who has title to or full ownership of the Horse and shall be deemed as having legal capacity to enter into the Agreement.
1.9 **Term**	The period commencing the date of the Agreement until such time as the Livery of the Horse at the Livery Yard comes to an end.
1.10 **Vet**	a Veterinary Surgeon registered as a Fellow to The Royal College of Veterinary Surgeons

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2. Purpose

The Livery Business agrees to provide Livery for the Horse to the Owner and the Owner of the Horse agrees to pay the Livery Business in respect of the Livery of the Horse for the entire Term of the Agreement.

3. Rules and Regulations

The Owner agrees to abide by the conditions of the Agreement and any other rules, regulations and guidelines reasonably formulated and/or issued by the Livery Business as may be issued from time to time for the safe and effective management of the Livery Yard and to comply with legal obligations to include Health and Safety requirements.

4. Fees

The Owner agrees to pay Livery Fees for the Horse to the Livery Business together with any additional fees which may stem from the requirements of the Owner as set out in Schedule (1) annexed to this agreement.

4.1 Livery Fees shall be **£ 276 (or £315 stables 14 or 15)** paid monthly in advance to the account details below:-

Bank	Starling
Sort Code	60-83-71
Account Name	Megan Rees
Account Number	33962972

4.2 Additional fees incurred in respect of the Horse will be invoiced monthly in arrears and paid in full by the Owner within 7 days.

4.3 Livery Fees and any additional service fees will be periodically reviewed and a minimum of 4 weeks notice will be given in respect of any revised fees which are introduced.

5. Interest

Interest shall accrue at the rate of 8% per annum on any balances outstanding on expiry of a 28 day period.

6. Livery and Care

The Livery Business will provide Livery in respect of the Horse to comprise:-

6.1 Stabling, to include:-

i) A stable with adequate light and ventilation. The Livery Business cannot guarantee any particular stable for exclusive use in respect of the Agreement. The Horse will be stabled in a suitable stable and the Owner may be required to move stables where necessary.

ii) An unlimited supply of fresh water at all times, provided by drinkers, buckets of water incur additional cost.

iii) Reasonable access during the business hours of 06.30 – 21.00 daily to the Horse and premises where the Horse is kept.

iv) The Livery Business will provide and maintain the stable allocated to the Horse but any damage caused by the Horse, other than normal wear and tear, will be repaired by the Livery Business and the cost of labour and materials charged to the Owner.

6.2 Grazing and Turn-out, to include:-

i) Adequately fenced grazing and turn-out facilities which the Livery Business shall maintain.

ii) The Livery Business cannot guarantee any particular field or companions for grazing or turn-out facilities for exclusive use in respect of the Agreement.

iii) An unlimited supply of fresh water at all times.

iv) The Livery Business will provide and maintain the grazing and turn-out facilities allocated to the Horse but any damage (proved to be) caused by the Horse to fencing or otherwise will be repaired by the Livery Business and the cost of labour and materials charged to the Owner.

7. Horse Care

The Owner (or their representative) will:-

7.1 Check on the Horse at least once daily if at grass and twice daily if stabled.

7.2 Ensure the Horse is fed in accordance with its dietary requirements.

7.3 Only use the water, hay, haylage or other facilities provided by the Livery Business for the Horse in accordance with this Agreement.

7.4 Muck out daily if the horse is stabled.

7.5 Poo pick grazing field daily or arrange for someone else to do this on their behalf.

7.6 Exercise the Horse regularly according to its needs.

7.7 Ensure that the Horse is attended to by a registered farrier at least every 6 weeks and shod accordingly and more frequently if appropriate.

7.8 Ensure that the Horse is promptly attended to by a Vet if and when necessary and that any medical treatment administered to the Horse will be undertaken by a qualified Vet.

7.9 Ensure the Horse is vaccinated in accordance with the Livery Business' vaccination policy.

7.10 Ensure that the Horse is worm counted and tapeworm tested in accordance with the yard worming policy.

7.11 Inform the Livery Business without delay if the Horse becomes unwell, diseased, is injured or develops any infestation which may require treatment.

7.12 Inform the Livery Business if the Horse is to be absent from the Livery Yard and at what date / times it is envisaged the Horse will leave and return to the Livery Yard.

7.13 Ensure that the Horse is fit to travel before undertaking any journey.

7.14 Afford the Livery Business reasonable access to the Horse during the Term and allow the Livery Business' representatives and/or employees the opportunity to inspect the Horse for injury, infestation or disease.

7.15 Comply with the Livery Business's reasonable practical suggestions on the subject of the Horse's requirements.

7.16 Not bring any animals into the Livery Yard other than the Horse.

7.17 Children under the age of 16 years brought onto the Livery Yard are the responsibility of the owner at all times in the knowledge that all horses can be dangerous and unpredictable.

7.18 Be responsible for all persons attending the Livery Yard in connection with their affairs and ensure that such persons will comply with the Livery Business' rules and regulations.

7.19 To abide by the Livery Business' guidelines as issued from time to time.

7.20 Not do anything which may either invalidate the Livery Business' insurance policy or increase the premium due by the Livery Business to its insurance company.

In the event that the Owner fails to ensure that the Horse is provided with the care specified above, the Owner agrees that the Livery Business and/or its employees may undertake this work and charge the Owner.

8. Tack and Equipment

The Livery Business will provide suitable storage for items of tack and equipment at the Livery Yard, and the Owner warrants:-

8.1 To store all tack and equipment tidily at the Livery Yard and to ensure that any mess incurred during grooming, cleaning tack, mucking out or otherwise is promptly attended to so as to comply with the Livery Business' safety requirements.

8.2 Not to leave items of tack, grooming equipment or other personal possessions lying around the Livery Yard which may either cause an eyesore or be hazardous to animals or individuals.

9. Feed

The Owner warrants to store all feed, hay and/or haylage tidily at the Livery Yard and ensure that any mess incurred is promptly attended to and this to comply with the Livery Business' safety requirements, prevent the attraction of vermin and maintain the neat appearance of the Livery Yard.

10. Facilities

10.1 The Owner is entitled to the reasonable use of all the facilities included in their livery as per the handbook.

10.2 Reasonable notice of the use of facilities by others will be posted on the Livery Whats App group.

10.3 The Livery Business cannot guarantee the availability of facilities at all times.

10.4 Facilities may be rendered temporarily unavailable due to ground conditions and/or maintenance.

10.5 The Owner warrants to tidy up after its Horse in the event that it fouls any of the facilities and to return all areas used by the Horse and/or themselves to the condition they were in prior to being used.

11. Insurance

11.1 The Owner must have Public Liability Insurance Cover in place for the Horse to a minimum of £2 million.

11.2 It is the responsibility of the Owner to ensure that the Terms and Conditions of the Policy are met and complied with and receipt of a copy of the Policy does not imply that the Livery Business has notice of the Terms and Conditions of the Policy or that they will take steps to comply with them. For the avoidance of doubt, the Owner should check the terms and Conditions of the Policy to ensure that they can comply with them.

11.3 The Owner will ensure that all items of tack are adequately insured. The Livery Business will not bear any liability for tack which is damaged at or stolen from the Livery Yard.

12. Veterinary Treatment

12.1 The Horse will be registered with a registered Veterinary Practice and the name, address and telephone number of the appointed Veterinary lodged with the Livery Business.

12.2 It is the Owner's responsibility to ensure that the Horse receives proper Veterinary and dental care.

12.3 In the event that the Horse requires urgent Veterinary treatment when the Owner is not present at the Livery Yard the Livery Business must take all reasonable steps to obtain the Owner's or the Owner's nominated representative's express consent to such Veterinary treatment whenever possible.

12.4 In the event of the Livery Business being unable to contact the Owner subsequent to the Horse falling ill or becoming injured the Livery Business reserves the right to summon either its own Veterinary or the Owner's appointed Veterinary and have the Horse treated appropriately. All costs of and incidental to such treatment will be the responsibility of the Owner.

12.5 Should the Vet recommend the Horse be humanely destroyed, the Livery Business must take all reasonable steps to obtain the Owner's or the Owner's nominated representative's express consent to such Veterinary treatment. Nevertheless, the Livery Business reserves the right to authorise treatment, surgery or humane destruction by a Vet if, having exercised all reasonable efforts, it is unable to contact the Owner or the Owner's nominated representative and the Vet deems the Horse's injury, illness or suffering untenable. All fees to include additional services provided by the Livery Business will be the responsibility of the Owner.

12.6 In the event of the Horse being humanely destroyed, the Owner will arrange for the immediate disposal of the Horse. In the absence of the Owner or the Owner's designated representative, the Livery Business may arrange for the disposal of the Horse and all costs stemming from the removal will fall to the Owner. Any additional services provided by the Livery Business in relation to arranging the same will be the responsibility of the Owner.

13. Disputes

The Livery Business and the Owner agree:-

13.1 That if the disagreement relates to the Terms and Conditions of the Agreement, or in the manner in which the Terms and Conditions have been interpreted or carried out, the complainant who initially raised the matter should specify the grounds of the complaint or dispute in writing to the other party within 7 days of the issue being raised.

13.2 To settle any dispute by engaging in good faith with each other in an appropriate process of mediation or other form of alternative dispute resolution before commencing litigation.

14. Jurisdiction

Any dispute arising from the operation of the Agreement will be subject to the exclusive jurisdiction of the Laws of England and Wales.

15. Termination

15.1 The Livery Business may terminate the Agreement by giving one month's clear notice in writing of an intention to terminate to the Owner.

15.2 The Owner may terminate the Agreement by giving one month's clear notice in writing of an intention to terminate to the Livery Business.

15.3 Where there is failure by the Owner to pay fees owed to the Livery Business, the Agreement may be terminated by the Livery Business on 7 days notice in writing.

15.4 In the event of a serious breach of the Agreement by the Owner, or if subsequent to repeated request the Owner fails to comply with the terms of the Agreement the Livery Business may terminate the Agreement on 7 days notice in writing and request the Horse to be removed from the Livery Yard at the expiration of the notice period. If termination occurs in these circumstances the Livery Business will be entitled to reimbursement of all reasonable costs incurred.

16. Expiry of Term

At the end of the Term the Owner will:-

16.1 Ensure that all outstanding fees owing to the Livery Business will be paid prior to the removal of the Horse from the Livery Yard.

16.2 Leave the stable as found at beginning of agreement. Leave the tack, equipment and feed storage areas clean, tidy and free from rubbish.

We agree to the above terms.

Signed by the Livery Business _____

(Date) _____

Signed by the Owner _____

(Date) _____