

LIVERY TERMS AND CONDITIONS

1. The Livery Operator agrees to provide in respect of the Horse (“the Horse”) specified in the Livery Agreement Schedule and belonging to the Horse Owner the following livery services:-

- i. The provision of a stable and grazing for the Horse (the stable and field from time to time being specified by the Livery Operator);
- i. The provision of hay feed for the Horse at the agreed Assisted Livery Fee rate;
- ii. The regular worming of the Horse (subject to such worming being paid for by the Horse Owner in addition to the Livery Fees);
- iii. The provision of water and electricity, and general maintenance and repair to the Stable buildings and paddocks
- iv. On request by the Horse Owner to clip trim, turn out, lunge etc and exercise or school the Horse at the agreed Assisted Livery Fee rate.

2. WARRANTY

The Horse Owner warrants that the Horse is in a general state of good health and free from any infectious disease at the commencement of the period of Livery and that the Horse is of a reasonable demeanour and temperament and free of any vices including (but not limited to) crib biting, chewing wood, wind sucking, kicking, weaving, biting, bolting, rearing, jumping out of fields/stables. If the Horse Owner is aware of any of these conditions, the Horse Owner must notify the Livery Operator prior to entering into this agreement and on becoming aware thereof during the agreement term AND the Horse Owner must complete the Horse Behaviour Checklist in good faith and give to the Livery Operator before the Horse enters Upchurch Stables

3. PERIOD OF LIVERY

The livery must be provided for the Horse by the Livery Operator from the Starting Date until the end of the current calendar month and thereafter from month to month until terminated by either party giving at least one month’s written notice to the other to expire at the end of any calendar month.

4.1 THE LIVERY FEE

The Horse Owner must pay to the Livery Operator the advertised Livery Fee in respect of each month of the Period of Livery (or such increased Livery Fees and Assisted Livery Fees as provided for in clause 4.2 below) to be made by the Horse Owner to the Livery Operator on the First day of each month together with any Assisted Livery Fees.

4.2 INCREASE OF THE LIVERY FEE

The Livery Operator may serve at least 14 days notice upon the Horse Owner increasing the Livery Fees and Assisted Livery Fees such notice to take effect on expiration of the notice.

4.3 DEPOSIT

The Horse Owner must pay the Deposit on the execution of this Agreement, to be held by the Livery Operator as security for the performance of the obligations of the Horse Owner under this Agreement.

4.4 VAT

The Livery Operator will give not less than three weeks notice in the event of any of the above payments becoming liable to VAT.

4.5 INTEREST

The Horse Owner must pay interest on any sums due under the agreement unpaid for more than 14 days at the rate of 4% above the Bank of England base rate.

5. ADDITIONAL COSTS

If any special requirements for the Horse comes to light during the period of livery which involve additional cost to the Livery Operator then these costs are to be payable by the Horse Owner upon demand, in addition to the Livery Fee.

6. FARRIER

6.1 ATTENDANCE OF A FARRIER

The Horse Owner must ensure that the Horse is attended by a registered farrier for at least the agreed periodic basis, and at such other times as may be necessary. The Livery Operator has a Farrier call regularly but the Horse Owner may use an alternative qualified and registered Farrier if required.

6.2 COSTS

The Livery Fee does not include the cost of a farrier and the Horse Owner must pay all farrier charges and arrange for the farrier to invoice the Horse Owner direct.

7. VETERINARY SURGEONS

7.1 CALL-OUT OF VETERINARY SURGEON

The Horse Owner authorises the Livery Operator to call-out a Veterinary surgeon to attend to the Horse if the Livery Operator in his absolute discretion thinks it is necessary (but without imposing any obligation on the Livery Operator to do so). Prior to calling out a Veterinary Surgeon the Livery Operator shall endeavour to contact the Horse Owner. For the avoidance of doubt the Horse Owner authorises the Livery Operator to use any Veterinary Surgeon in an emergency and to instruct the Veterinary surgeon to take such

action as he/she advises. In this regard the Livery Operator is to act as an agent for the Horse Owner, and is not to incur any personal liability for veterinary fees.

7.2 QUALIFICATIONS

The vet must be a member of the Royal College of Veterinary Surgeons, and must have experience in treating horses.

7.3 VETERINARY FEES

The Horse Owner must pay all veterinary fees on demand to the Livery Operator, in addition to the Livery Fees.

7.4 LIABILITY

- i. In cases where the Horse requires immediate Veterinary attention then the Horse Owner authorises the Livery Operator, and any person in his employment to arrange the immediate attendance of a Veterinary Surgeon if it is deemed appropriate, but it is agreed that there will be no obligation on the Livery Operator, and any person in his employment to do so.
- i. Where possible, and if applicable, the Livery Operator, and any person in his employment will attempt to contact the Veterinary Surgeon specified in Livery Agreement Schedule. However, it is accepted that if circumstances dictate then any Veterinary Surgeon can be called upon for assistance.
- ii. It is agreed that the Horse Owner will indemnify the Livery Operator and any person in his employment for any loss or damage as a result from treatment administered by a Veterinary Surgeon.
- iii. It is agreed that the Horse Owner will meet all costs and charges relating to any and all Veterinary services directly and if any costs have been incurred by the Livery Operator, and/or by any person in his employment, then the Horse Owner agrees to reimburse such costs.
- iv. It is agreed that the Livery Operator and any person in his employment shall not be liable for any costs relating to any Veterinary fees or any consequential loss to the Horse Owner as a result of treatment administered by the Veterinary Surgeon.

8. HORSE OWNERS OBLIGATIONS

The Horse Owner must:

- i. Notify the Livery Operator of any changes to the details contained in the Livery Agreement Schedule;
- i. Worm the Horse before it moves to the Livery Stables and continue to do so between 8 and 12 weeks depending upon the worming plan for the Horse;
- ii. Muck out and bed down the stable occupied by the Horse properly daily, to muck out the designated paddock for the Horse daily and when emptying the wheelbarrow to use a fork and flatten down the muck heap (at times to be agreed between the Horse Owner and the Livery Operator) ;

- iii. Turn out the Horse daily (at a time to be agreed between the Horse Owner and the Livery Operator) unless agreed to be undertaken by the Livery Operator and liaise with the other horse owners at the Livery Stable to avoid leaving the horse or pony out in a field on its own if this is likely to cause distress to that horse or pony;
- iv. Groom and exercise the Horse appropriately to ensure its physical and mental well being unless agreed to be undertaken by the Livery Operator;
- v. Ensure the Horse is vaccinated against influenza and tetanus and have up to date passport for the Horse with the owners name and address printed inside;
- vi. Keep the Livery Stables and any property of the Horse Owner at the Livery Stables tidy;
- vii. Inform the Livery Operator of any damage to Livery Stables or fencing upon such damage coming to the attention of the Horse Owner;
- viii. Horse Owner to put up bars to the stable should the Horse bite the stable door or over it;
- ix. Inform the Livery Operator if intending to arrive at the Livery Stables before 06.30 or after 21.00 on any day (for security reasons)
- x. Provide suitable rugs and blankets to maintain the health and comfort of the Horse.
- xi. To comply with clause 22.2 at all times
- xii. Geld the horse on it reaching the age of 3 years
- xiii. That if the daily obligations are not performed then the Livery Operator is entitled to regard the Horse as abandoned and to make such arrangements for its removal and disposal as the Livery Operator thinks fit at the expense of the Horse Owner who shall also pay all Livery Fees and Assisted Livery Fees as the Livery Operator deems necessary in his absolute discretion for a period of 4 weeks expiring after the Horse is removed from the Livery Stables
- xiv. The Horse Owner to comply with and observe the Yard Rules which are posted in the tack rooms and will vary from time to time

9. TACK

9.1 PROVISION OF TACK

The Horse Owner must provide his/her own tack for the Horse and the safe security and maintenance of the tack together with associated items such as rugs and blankets, and is the full responsibility of the Horse Owner and not the Livery Operator (the Horse Owner is advised by the Livery Operator to never leave any items belonging to the Horse Owner at the Livery Stables). The Horse Owner must take their tack away from the Livery Stables after use

9.2 USE OF THE TACK

The tack may be used in the permitted exercise of the Horse by the Livery Operator.

9.3 CLEANING OF TACK

The Horse Owner must fully clean and keep in full repair the tack at all times.

9.4 TACK ROOM AND DESIGNATED AREA, COMMUNAL FACILITIES INCLUDING KITCHEN AREA AND TOILETS

The Horse Owner to keep areas of the tack room, any other access areas identified from time to time by the Livery Operator, communal facilities including any kitchen areas and toilets clean and tidy, take away any rubbish and regularly clean the feed bin (hay nets to be kept in the hay barn areas only)

10. RUGS

10.1 The Horse Owner is responsible for the provision, maintenance and security of suitable summer and winter stable rugs where used.

11. STABLE LIGHTING

11.1. All lighting must be turned off by the Horse Owner when leaving the Livery Stable

12. CCTV OPERATION

12.1 The Livery Operator may operate CCTV and the Horse Owner acknowledges the Livery Operator's unfettered right to the operation of CCTV at the Livery Stable

13 RIDING OF THE HORSE BY THE HORSE OWNER

13.1 NOTICE OF RIDES

The Horse Owner (and anyone authorised by him/her in writing) may ride the Horse on any day of the week between 06.30 am and 09.00 pm.

13.2 RIDING HATS

The Horse Owner and any other person authorised by him/her to ride the Horse under clause 13.1 must at all time wear a riding hat that conforms with the current BSI standards when riding the Horse to, from and around the Livery Stables.

14. ACCESS TO LAND

14.1 The Horse Owner may (when the ménage is not already in use or in the course of being maintained or repaired) exercise the Horse in the ménage and use the jumps in the ménage subject to such use being at the Horse Owner's risk

14.2 The Horse Owner is entitled to use of the ménage but must exercise consideration to other riders already in the ménage or wishing to use the arena. The ménage cannot be used by the Horse Owner if it has been previously booked with the Livery Operator for a privately instructed lesson(s).

- 14.3** The Livery Operator will be responsible for any lights in the ménage in winter between 06.30 and 21.30.
- 14.4** When the Horse Owner is using the ménage all care must be taken to use the ménage safely and properly and appropriate equipment must be used. When the Horse Owner is riding or lunging, an approved safety riding hat or skull cap must be worn together with proper riding boots. The Livery Operator recommends gloves are worn when lunging.
- 14.5** Other riders must be warned by the Horse Owner before entering and leaving the ménage. The ménage gate must be closed by the Horse Owner at all times except for access purposes.
- 14.6** The Horse's feet must be picked and cleaned by the Horse Owner before entering the ménage and must be picked out by the Horse Owner after leaving the ménage into the bucket provided.
- 14.7** All droppings must be cleared by the Horse Owner. Failure to do so may result in facilities being withdrawn from the Horse Owner by the Livery Operator.
- 14.8** Jumps, trotting poles etc. must be put away after use by the Horse Owner unless specifically required by another rider. Failure to do so may result in facilities being withdrawn from the Horse Owner by the Livery Operator.

14.9 Ménage hire rules are generally:



All-Weather Ménage Hire

To be read in conjunction with Livery Terms And Conditions to which all riders must be fully conversant before entering and using the ménage. Should a Horse Owner or authorised rider be unsure or unclear of any Livery Terms or Conditions, they are not permitted to use the ménage.

Welcome to Upchurch Stables and thank you for choosing to use our facilities. Upon hiring the Ménage, and in the interests of everyone's enjoyment and health & safety, you agree to adhere to the following rules:

- All Horse Owners/Riders must hold British Horse Society Gold Membership (or hold equivalent Public Liability Insurance).
 - Riders must personally inspect the Ménage prior to riding to ensure that the facility is appropriate and fit for the purpose for which they intend to use it on each occasion. And if you have any hesitation, do not use the ménage under any circumstances and immediately notify the Livery Operator of your concerns.
 - Any injuries, accidents or damage must be reported to the yard Manager and/or Livery Operator immediately & to be documented in the Accident Book. First Aid Box is located in the feed rooms.
 - No climbing on the fencing or the gate.
 - Attire - safety hat to standard PAS 015 or BS EN 1384 (or to any other updated advice issued by BHS) and suitable footwear with a flat sole and small heel must be worn.
 - No smoking in/near the Livery Stable buildings & ménage.
 - No dogs or other pets are permitted.
 - Children under the age of 16 years must always be under the supervision and strict care of guardian/Horse Owner/rider and NEVER left unattended.
 - Leave the Ménage as you find it, droppings lifted, obstacles/jumps put away.
 - Litter is to be placed in bins.
 - Gate to be closed at all times except for entry/exit purposes.
 - Horses feet to be picked and cleaned before and after entry to the ménage
- Anyone seen or reported riding irresponsibly or seen causing unnecessary suffering to a horse will be asked to leave immediately.

Please look after our facilities as if they were your own and enjoy yourself.

15. YARD

- 15.1** All areas of the yard must be left in a clean and tidy state with all droppings cleared up by the Horse Owner, the area in front the Horse Owner's stable swept and all belongings put away.
- 15.2** All belongings and equipment must be clearly labelled and kept tidy by the Horse Owner. The Horse Owner should not use anyone else's equipment without their written permission and all equipment must be returned promptly, if borrowed, in a clean condition and in full repair.
- 15.3** Tack must not be left at the yard by the Horse Owner unless the Livery Operator is responsible for exercising the Horse in which case it is to be left at the Tack Room, but no responsibility can be taken for loss or damage.
- 15.4** The Horse's feet must be picked out before leaving the stable by the Horse Owner to avoid shavings on the yard.
- 15.5** The yard gate must remain closed at all times except for access purposes.
- 15.6** The Horse Owner to keep hay barns clean and tidy at all times and if the Horse Owner has a delivery of straw or food stuffs, this must be removed as quickly as possible to the designated area and the delivery area swept and left clean. The Horse Owner is not permitted to receive any deliveries to the Livery Stable other than provisions exclusively for the Horse. The Horse Owner is to have paid the supplier in full prior to or at the time of the delivery to the Livery Stables.

16. FORBIDDEN AREAS

The Horse Owner must not ride the Horse on any land other than those areas designated by the Livery Operator.

17. VISITING THE STABLES

17.1 RIGHT TO VISIT IN ADDITION TO VISITS UNDER CLAUSE 13.1

Subject to Clause 8(x) the Horse Owner may visit the Livery Stables with his servant's agents and invitees to see and inspect the Horse at any time between 06.30 hours and 21.00 hours any day without giving the Livery Operator notice. The Horse Owner shall inform the Livery Operator if he intends visiting before 06.30 hours or after 21.00 hours. The Horse Owner must always accompany his visitors.

- 17.2** Children must be supervised by the Horse Owner at all times and must not play in the communal areas. The safety and security of the children is the full responsibility of the Horse Owner and the Livery Operators has no responsibility for the welfare of the children. Any child under the age of 15 cannot be left at the Livery Stable unattended at anytime.

18. ACCESS ROAD

18.1 The Horse Owner may only use the roadway to the Livery Stable or such route as the Livery Operator shall from time to time designate for gaining access to and from the Livery Stables.

18.2 The Horse Owner in using the access referred to in clause 18.1 must give way to all agricultural and commercial vehicles and pedestrians and not exceed a speed of 5 miles per hour.

19. PARKING

19.1 Horse Owner's vehicle must be parked in the area designated which the Livery Operator may vary from time to time. No vehicles are permitted to the Livery Stables unless solely used for the purpose of attending their Horse.

19.2 The Horse Owner with the consent from the Livery Operator may be permitted to park a horse box at the Livery Stables subject to:-

- i. Full payment of the additional Livery Fee
- ii. In the area designated by the Livery Operator which may vary from time to time
- iii. Keeping the horse box in full repair and in a road worthy condition
- iv. Keeping the horse box insured for the full replacement value with a reputable insurer and to undertake any practical security measures the insurer advises
- v. Agreeing the Livery Operator accepts no responsibility or liability to any damage or loss whilst the horse box is parked at the Livery Stables.

20. REGULATIONS

The Livery Operator may make such other regulations as he deems necessary from time to time governing the access of the Horse Owner to the Livery Stables or use and operation of the Livery Stables, such regulations to be notified to the Horse Owner in writing or display in the tack room.

21 SMOKING

No smoking by the Horse Owner or their invitees at anytime inside the Livery Stable buildings nor the yards nor within 3 metres externally of any Livery Stable buildings and yards.

22. INSURANCE

22.1 LIVERY OPERATOR'S OBLIGATION

The Livery Operator must maintain a policy of insurance with NFU Mutual for the building comprising the Livery Stables and public liability in respect of the livery business conducted at the Livery Stables.

22.2 HORSE OWNER'S OBLIGATION

The Horse Owner must maintain a policy providing a minimum cover of £1,000,000 with reputable insurers for public liability arising from damaged caused by the Horse or Horse Owner in connection with its presence and use at or to/from the Livery Stables and must make such policy available for inspection by the Livery Operator on demand.

22.3 Should the Horse Owner require the Livery Operator or their employees or agents to undertake any services hereinbefore referred, the Horse Owner to indemnify the Livery Operator in full with a suitable insurance policy to perform these services, and if not adequate to cover the potential risks, to notify the Livery Operator of the prohibitions and restrictions contained within the Horse Owner's policy.

23. RATES

The Livery Operator shall be liable for and must pay all rates and local taxes payable in respect of the Livery Stables

24. PERSONAL AGREEMENT

This agreement is personal to the Horse Owner, and it relates only to the Horse. Under no circumstances may the benefit of this agreement be transferred by the Horse Owner to a third party, nor may it be used for the benefit of anything but the Horse.

25. DEATH AND DESTRUCTION OF THE HORSE

25.1 DESTRUCTION

If the Horse suffers a serious injury or contracts a serious illness, the Livery Operator may use his best judgment as to whether the Horse should be destroyed. If it is practicable the Livery Operator must use his best endeavours to contact the Horse Owner in advance of this, and must take the advice of a veterinary surgeon

25.2 DEATH

If the Horse dies, the Horse Owner must arrange for its carcass to be removed from the Livery Stable as soon as reasonably possible but nevertheless within 3 days of death. If the death of the Horse occurs without the knowledge of the Horse Owner and the Horse Owner cannot be contacted, then the Livery Operator may arrange for its collection. In this regard the Livery Operator is to act as agent for the Horse Owner and is not to incur any personal liability for the cost of the removal. However, any costs that are paid by the Livery Operator are to be fully repayable by the Horse Owner on demand.

26. EMERGENCY CONTACT NUMBER

The Horse Owner has given the Livery Operator the telephone number(s) specified in the Livery Agreement Schedule for use in an emergency and it is the responsibility of the Horse Owner to notify the Livery Operator immediately of any changes.

27. EARLY TERMINATION

27.1 TERMINATION OF LIVERY AGREEMENT

Notwithstanding the Period of Livery, this Agreement may be terminated forthwith by either party by giving the other party 14 days written notice.

27.2 TERMINATION ON DEATH OF THE HORSE

If the Horse dies, whether naturally or unnaturally, this Agreement is to terminate automatically upon the removal of the carcass from the Livery Stable.

27.3 APPORTIONMENT OF THE LIVERY FEE

In either case, without prejudice to any claim of either party against the other, the Livery Fee is to be apportioned according to the date of the Termination in relation to any payments made or due, and any payments or repayments must be made accordingly.

28. OBLIGATIONS AT THE END OF THIS AGREEMENT

The Horse Owner must remove the Horse and all tack from the Premises on the Termination of this Agreement, and the Livery Operator must repay the deposit to the Horse Owner, after any proper deductions. Should the Horse Owner fail to remove the Horse and tack within 14 days, the Livery Operator will dispose of the Horse and tack and send to the Horse Owner the monies less the costs of sale to the Horse Owner's last known address, if known.

29. JOINT AND SEVERAL OBLIGATIONS

If the Horse Owner is more than one person all obligations on the part of the Horse Owner shall be joint and several.

30. GOVERNING LAW

This Agreement is covered by English Law and the parties to this Agreement agree that the Courts of England and Wales shall have jurisdiction to determine any dispute arising in relation to this Agreement.

We understand and agree all the terms and conditions of this Livery Terms and Conditions Agreement as set out above and that it replaces and supersedes any previous agreements

whether made verbal or in writing between the Livery Operator, his employees or staff, servants or agents or anyone acting or claiming to act on their behalf.