This agreement is made on the ………………………………… **(Date)** between the parties

HORSE OWNERS NAME …………………………………………………………………………………………………………………………………………..

HORSE OWNERS ADDRESS……………………………………………………………………………………………………………………………………….

…………………………………………………………………………………………………………… (hereafter referred to as the HORSE OWNER)

and

WORLINGWORTH HALL LIVERY LTD, Worlingworth Hall, Church Street, Worlingworth, Woodbridge, IP13 7NS

1. This agreement relates to livery services as provided for (**HORSE NAME , Brief Description)**

*…………………………………………………………………………………………………………………………………………………………………….*

*…………………………………………………………………………………………………………..*(hereafter referred to as the HORSE.)

The OWNER confirms that the HORSE is passported through ………………………………….(P***assport issuing authority)***

and has the unique equine reference number ….……………………………………… ***(Insert passport number)****,*

Microchip Number ……………………………………………………… and a copy of the Equine Passport should be made available to WORLINGWORTH HALL LIVERY LTD upon request for verification.

1. The HORSE is to be on a DIYlivery package at the yard as detailed above for the agreed sum of ***£……………..*** per calendar month. Invoices for livery charges are payable one month in advance and are issued on 1st of every month along with the fees for any services or extras undertaken within the preceding month. This is payable by the HORSE OWNER to WORLINGWORTH HALL LIVERY LTD within 7 days.
2. In addition, WORLINGWORTH HALL LIVERY LTD requests that a security fee of **£………………** be paid upon acceptance of the stable and before arrival at the yard. This is as a damage waiver to cover any shortfall in monthly livery fees, notice period or in the event of damage to WORLINGWORTH HALL LIVERY LTD land or property by the HORSE OWNER or their HORSE. Without issue during the agreement period, the security fee shall be returned in full upon termination of this Livery Agreement or deducted from the balance owed.
3. The inclusions of this livery care package are as follows: ***DIY Livery- provision of stable and grazing and all daily care to be undertaken by HORSE OWNER***. All Facilities are available to all liveries and are bookable via the Worlingworth Hall Livery “At the Yard” Website. Any services, forage, feed or bedding over and above those included in this livery package shall be carried out and charged as per the attached price list. WORLINGWORTH HALL LIVERY LTD will itemise any additional charges on the monthly invoice.
4. Under the terms and services of the above livery type, responsibility of the following care of the HORSE lies solely with the HORSE OWNER.
* Visiting the HORSE a minimum of once per day,
* Daily turnout, bring in and rug changes,
* Care of stable, bedding and water,
* Preparation and provision of hay and feed,
* Grooming, exercise and tack cleaning,
* Worming,
* Contacting and responsibility of handling for the farrier/ vet etc,
1. In the event that WORLINGWORTH HALL LIVERY LTD feels the HORSE OWNER does not undertake these duties in the correct manner, 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 and due at the end of each month.
2. The livery period will start on **……………………………………….(DATE)**  and continue indefinitely***.*** If the HORSE OWNER wishes to terminate the livery agreement they shall inform WORLINGWORTH HALL LIVERY LTD in writing, no less than one full calendar months’ notice before they wish to terminate the contract. The HORSE may be moved from the yard during this time but a full period of notice must be paid in full as per the agreed livery fees and the HORSE OWNER forfeits all rights and privileges associated with their livery agreement upon departure of the HORSE from the yard unless agreed otherwise.
3. WORLINGWORTH HALL LIVERY LTD reserves the right to increase fees for livery packages or services within reason, and as deemed appropriate, by giving a minimum of 60-days’ notice to the HORSE OWNER in writing. In the event of amendments or increases to livery services or fees a new contract amendment should be agreed between WORLINGWORTH HALL LIVERY LTD and HORSE OWNER, or this one amended as necessary and signed and dated by both parties.
4. In standard conditions, WORLINGWORTH HALL LIVERY LTD reserves the right, at any time, to give the HORSE OWNER no less than one full calendar months written notice to terminate the livery contract. However, in the event that WORLINGWORTH HALL LIVERY LTD feels the HORSE OWNER is in breach of terms of the contract herewith, or behaves in a way deemed as grossly inappropriate, dangerous or breaking rules of the yard with severity WORLINGWORTH HALL LIVERY LTD reserve the right to give a 24 hour notice of termination of this agreement and for the HORSE to be removed from the premises.
5. In the event that livery fees go unpaid for more than TWO months after monies are first due WORLINGWORTH HALL LIVERY reserves the right to serve notice to the HORSE OWNER and begin legal proceedings to recoup costs, or to sell the HORSE or items of tack belonging to the HORSE OWNER in order to recoup costs as long as the HORSE OWNER is notified in writing of the intention to sell at least 7 days before the date of sale. From the monies received from the sale of the HORSE, WORLINGWORTH HALL LIVERY LTD shall retain monies adequate to cover any unpaid sums by the HORE OWNER due under this agreement and the reasonable costs of sale and keep of the HORSE during this period. Any remaining money shall be returned to the HORSE OWNER within 30 days of sale.
6. WORLINGWORTH HALL LIVERY LTD agrees that they shall at all times during the period of livery provide a safe and suitable environment for the HORSE to be kept, as conditions and facilities permit, and any agreed services shall be carried out 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. The HORSE OWNER understands that in some cases routines, services or access to facilities may be altered at short notice due to inclement weather or other unforeseen circumstances.
7. As per the legislation introduced in The Equine Identification Regulations (2018), for any livery packages above basic DIY, WORLINGWORTH HALL LIVERY LTD is deemed the keeper of the HORSE and therefore the passport of the aforementioned HORSE must remain on the premises detailed above at all times. WORLINGWORTH HALL LIVERY shall ensure during this time that any passports are retained securely, meeting GDPR regulations, and are accessible to the HORSE OWNER upon request. This is a legal requirement on the part of both WORLINGWORTH HALL LIVERY LTD and the HORSE OWNER.
8. Throughout the contract period, the HORSE OWNER shall observe and adhere to the following rules of the yard with regards to services and facility use:
* Throughout the term WORLINGWORTH HALL LIVERY LTD shall give the HORSE OWNER access, during reasonable business hours of the Yard, to the HORSE and all premises where the HORSE is kept,
* The HORSE OWNER shall adhere to health recommendations as required by the yard such as worming and vaccination requirements, and following any other disease prevention guidance issued by the yard,
* The HORSE OWNER shall observe any rules or requirements relating to those premises as notified to the OWNER by Worlingworth Hall Livery.
* All droppings shall be removed from all riding areas and yard areas by the HORSE OWNER,
* The HORSE OWNER shall wear suitable clothing and footwear at all times whilst riding and on the yard,
* The HORSE OWNER agrees to advise WORLINGWORTH HALL LIVERY LTD if the HORSE is to be absent from the yard for any period of time and to advise them of when the HORSE will return to the premises.
* CHILDREN are Permitted on the Yard, provided they are always supervised and act sensibly around the HORSES. All Children should wear a suitable protective riding hat whilst mounted.
* WORLINGWORTH HALL LIVERY LTD reserves the right to restrict Visitors to the yard for biosecurity and security reasons. Any visitors shall accompany the HORSE OWNER and WORLINGWORTH HALL LIVERY LTD shall be advised in advance or by Prior agreement with WORLINGWORTH HALL LIVERY LTD
1. It is the responsibility of WORLINGWORTH HALL LIVERY LTD to ensure that all HORSES and persons on the yard are suitably insured through their own third party insurance. However, the HORSE OWNER must ensure that the HORSE is suitably insured for third party liability and any activities they wish to partake in. WORLINGWORTH HALL LIVERY LTD reserves the right to request a copy of the HORSE insurance certificate at any time.
2. No one may operate in the course of business in any manner from the premises. This includes clients undertaking paid services to other livery clients, or storage of items in relation to business. Any Internal Client to Client Service must be approved by WORLINGWORTH HALL LIVERY LTD, Prior to it taking place. WORLINGWORTH HALL LIVERY LTD must be notified by the HORSE OWNER of any visitors offering professional services in advance. The attendance of Freelance Grooms or External Riding Instructors must be checked with WORLINGWORTH HALL LIVERY LTD in advance and copies of their relevant insurances provided prior to their visit.
3. In the event that the HORSE or HORSE OWNER causes any damage to premises, fixtures or items owned by WORLINGWORTH HALL LIVERY LTD without any reasonable cause, WORLINGWORTH HALL LIVERY LTD reserves the right to pass any reparation, maintenance or associated costs to the HORSE OWNER or to retain this from the security fee upon termination of this contract. Any damage or reparation costs in excess of the security fee shall be reimbursed at the cost of the HORSE OWNER.
4. Veterinary and Other Services:
	* It is the responsibility of the HORSE OWNER to ensure that the HORSE is suitably shod, or feet in a suitable condition, at all times.
	* It is responsibility of the HORSE OWNER to ensure that the HORSE is fully vaccinated- as required- for Equine Influenza and Tetanus. WORLINGWORTH HALL LIVERY LTD reserves the right to request a copy of the HORSE vaccination certificates at any time.
	* The cost for all veterinary, farriery and alternative treatments lie solely with the HORSE OWNER.
	* The HORSE OWNER agrees to abide by the worming programme as laid out by WORLINGWORTH HALL LIVERY LTD. The responsibility of the worming costs lies solely with the HORSE OWNER.
5. If WORLINGWORTH HALL LIVERY LTD believes at any time that the HORSE is not receiving the necessary care or attention from the HORSE OWNER in terms of diet, handling, welfare or suchlike they reserve the right to inform the HORSE OWNER in writing of their concerns. Following no change in procedure, WORLINGWORTH HALL LIVERY LTD shall inform the HORSE OWNER in writing of their intention to intervene with the HORSES care and/ or to consult a veterinarian or welfare authority to seek advice. The responsibility of any arising costs lies solely with the HORSE OWNER.
6. In the event that WORLINGWORTH HALL LIVERY LTD believes the HORSE is in need of emergency farrier or veterinary treatment they reserve the right to contact their own veterinary surgeon or farrier to undertake treatment provided that WORLINGWORTH HALL LIVERY LTD has made all reasonable attempt to contact the HORSE OWNER and their preferred farrier or veterinary surgeon before this decision is made. The responsibility of any arising costs lies solely with the HORSE OWNER.
7. The HORSE OWNER agrees that if a VETERINARY SURGEON advises IMMEDIATE slaughter of the HORSE to prevent further suffering in the case of severe injury or illness and the OWNER cannot quickly be contacted WORLINGWORTH HALL LIVERY LTD may follow professional advice and give permission to the veterinary surgeon on the OWNER'S behalf.
8. Upon arrival of the HORSE at the livery yard, WORLINGWORTH HALL LIVERY LTD shall be provided with a copy of the current vaccination certificate, the HORSES equine passport, a copy of the insurance certificate, a ‘HORSE Details’ form (including emergency contact details and preferred equine professionals) and any other documents as requested. Horses will be Quarantined for 14 days in a dedicated isolation stable/field
9. In the event of the HORSE OWNER’s death or prolonged incapacity to care for the HORSE, please advise on the accompanying HORSE Details Form of a ‘next of kin’ who shall become responsible for the HORSE in lieu of the HORSE OWNER and shall meet responsibilities as per the above contract. In the event of such circumstances, WORLINGWORTH HALL LIVERY LTD shall contact this person to decide on a future course of action for the HORSE.
10. Abandonment of HORSE – After 1 Month of the HORSE being Abandoned Worlingworth Hall Livery Will become the Legal owners of the HORSE and will sell the HORSE, Any Cost will be reclaimed from the HORSE OWNER.
11. Two copies of this agreement shall be copied, one to be retained by WORLINGWORTH HALL LIVERY LTD and the other by the HORSE OWNER. No changes may be made to the terms of this agreement unless made by prior written agreement between WORLINGWORTH HALL LIVERY LTD and HORSE OWNER.

Signed Printed Name

……………………………………................. ***……………………………………………………………………………..***

 ……………………………………..................  ***TOM ROYALL (WORLINGWORTH HALL LIVERY LTD)***