Contract for Livery Services at Scalers Hill Stables.

(July 2023)

Proprietor. **Mike Booth.**
Contact. **07702 686611**
mike.booth@scalershill.co.uk

Yard Manager. **Mia Attenborough**
Contact. **07713 069991**
mia@scalershillstables.co.uk

Horses Name. .....

This Agreement is made on … ……..between;
Scalers Hill Livery Stables, Watling Street, Cobham. Kent. DA12 3BH.

and:

The Owner of the Horse or the person to whom the horse has been loaned.

Name;
……

Address;
……
……
……

It is agreed that the Owner or the person to whom the horse has been loaned, wishes to engage the Yard to carry out the livery services in respect of the Horse in accordance with this Agreement.

The Services.

1.1 The yard shall at all times during the Term of the Agreement 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 reasonably expected of a competent and properly managed livery yard.

1.2 The Owner will notify the Yard Manager 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.

1.3 The Yard Manger will keep appropriate records of all additional acts and work done in relation to the Services, and at the request of the owner make them available for inspection.

Facilities to be provided by the Yard, and Duties of the Yard.

2.1 Throughout the Term of the Agreement 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.

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

2.3 The Proprietor of the Yard shall employ a Yard Manager and other sufficient persons that are suitably qualified and experienced to provide the Services.

2.4 The Yard shall develop and publish, with veterinary advice a Yard Horse Health Policy, to include without limitation policies on worming and vaccination.

2.5 The Yard Manager shall ensure that all persons wear appropriate dress at all times when in the vicinity of the Horses. (Appropriate dress is considered to be footwear with a flat sole and a small heel and a hat conforming to BSI standards whilst riding or schooling).

Horse Passports

3.1 **It is a DEFRA requirement that a valid passport be kept with the horse/pony at all times**.
This includes while at their stable or when they move. The Yard Manager will hold an individual file in the Managers Office for each horse/pony in her care. The file will include the passport, a copy of the contract, plus any relevant information relating to the feeding, worming, veterinary care, or handling of the horse/pony.

Duties of the Horse Owner

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4.1 The Owner agrees that in the event that the Horse is in need of urgent veterinary or farrier attention the Yard Manger is authorised to call for the relevant services and authorise the necessary treatment, provided that all reasonable attempts have been made to contact the owner.

4.2 The Owner shall inform the Yard Manager if the Horse is to be absent from the Yard and when the Horse is leaving and returning.

4.3 The Owner of the Horse will ensure that no children under the age of 18 are brought on to the yard without the supervision of the Owner and the authorisation of the Yard Manager.

4.4 The Owner shall wear appropriate dress at all times when in the vicinity of the Horses. (Appropriate dress is considered to be footwear with a flat sole and a small heel and a hat conforming to BSI standards whilst riding or schooling).

Fees, Terms of Payment and Financial Matters

5.1 In consideration for the provision of the services, the owner will pay to the Proprietor the Livery Charge and any additional sums due for services under this agreement. (as set out in Schedule 3)

5.2 In the event that the charges or any additional sums due under this Agreement remain unpaid for more than 3 months after they first become 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 the intention to sell, at least 7 days before the sale. From the monies received from the sale of the Horse, the Yard may retain such sums due under this agreement and the reasonable costs of the sale. Any remaining money shall be returned to the owner within 30 days of the sale.

Term & Termination

6.1 This contract shall last for the Term, subject to earlier termination in accordance with this agreement.

6.2 **The Owner may at any time terminate this agreement or any part of it by written notice to the other of not less than the Notice Period. (One Month)**

General

The Yard will provide all of the services and there will be no sharing without agreement.

All of the horses on the yard will be wormed at the Yard Managers discretion according to the yards Health Policy and charged at retail list price.

No amendment of the Terms of the Agreement shall be valid or binding unless done by prior written agreement between the Proprietor and the Owner.

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.

Complaints Procedure

Any complaints relating to the management of the yard or the care for your horse should be addressed to the Proprietor of the Yard in person, by telephone, in writing or by email - mike.booth@scalershill.co.uk
All complaints will be acknowledged within 3 working days and a record will be logged.

In Witness of which this Agreement had been duly executed and delivered on the date written above.

Signed By The Owner:

for and on behalf of the Horse Owner Signature……

Name…….

Signed By The Proprietor

Signature……

Name; Michael Booth.

Schedule 0ne – Definitions

"Business Hours"

The Business Hours of the yard are;	7.00 am – 8 pm	Summer.
	7.30 am – 6 pm	Winter

Earlier starts are to be agreed with the Yard Manager.

"Fees"

As set out in Schedule Three

"Horse"

Details of the Horse as set out in the Contact Details – Schedule Two

"Notice Period "

The amount of notice required to terminate this Agreement is 1 month.

"Services"

The minimum standard Livery Service listed in Schedule Three of this Agreement plus such additional services as required, also listed in Schedule Three.

"Term"

This agreement shall last from the date on the Agreement until either the Yard Proprietor or the Owner of the Horse terminates it.

Bank Details for On Line Banking

National Westminster Bank PLC

Sort Code; 60:09:10 Account Number; 42011736

Account Name; Mr M. J. Booth. Business Account.

This Agreement has been drawn up using the British Horse Society suggested draft.

Schedule Two – Contact Details.

Horses Name; ……..

Age; …….

Breed;…….……..

Gender;…….

Colour……...

Identifying Marks / Brands/Microchips……..

Any Medical History or bad habits, which may cause a problem;
……
……

Owners Name; …….

Home Address; ……
……
Telephone; Main Contact Number; ……..
Alternative Number; ……...
Email……

Veterinary Surgeon;
Vets Name; ……
Vets Telephone number; ……

Alternative Emergency Contact.
(This person must have the authority to decide on behalf of the owner on emergency veterinary treatment or other emergency steps that may be required.)

Name; ……
Telephone; ……
Address ;
……
E mail :……
……

Schedule Three – Service Charges.

All livery charges exclude feed and bedding, which are supplied and charged for separately from the livery charge.

Full Livery - £ 530 per month
7 Days per week (incl Bank Holidays – excluding Christmas Day)

Full Livery days include - Morning Feed & Turn Out – Rug Changes as required – Poo Picking. Evening Bring In – Feet, Evening Feed & Hay – Water - Muck Out – Feed & Hay Preparation. Additional treatments or services as required by agreement with the yard manager.

Part Assisted Livery – £ 430 per month
Includes 5 Full Livery Days and 2 DIY days per week – excluding Bank Holidays
(Additional DIY days charged or credited @ £10 per day)

DIY days include - Morning Feed & Turn Out – Rug Changes as required – Poo Picking. Evening Bring In – Feet, Evening Feed & Hay – Water - Feed & Hay Preparation

Other services are available on request or at the mangers discretion and may be charged for. eg; extra school levelling, exercising, vet treatments, parking trailers.

The yard will to the best of its endeavours provide at all times;

- A safe and healthy environment for your horse
- A dry stable with adequate light & ventilation
- An area of hard standing where the horse can be groomed , shod etc;
- Grazing is available for a minimum a 8 hours per day in summer and at the Yard Manager's discretion in the winter or at times of inclement weather
- Secure fencing and an unlimited supply of clean water.
- Toilets and washing facilities for the use of the Owner.
- Yard tools and barrows are provided for the owners use.

Schedule Four – Children.

Children or young people (under the age of 18) are only allowed on to the yard if they are accompanied by their parents or a responsible adult or by agreement.