

SHIELDS FARMING CO. LTD.

Terms & Conditions for

Ulgham Park Equine Livery

Teviotdale, Hagg Farm, Ellington, Morpeth, Northumberland, NE61 5JW

Tel. 07944 940254 - admin@teviotdalefarm.com

teviotdalefarm.com

1. DEFINITIONS

1.1 The following definitions apply in this agreement:

Horse	The horse as set out in schedule 1 Agreement Details
Horse Owner	As identified in schedule 1 Agreement Details
Livery Commencement Date	As set out schedule 1 Agreement Details
Livery Fee	As confirmed in schedule 1 Agreement Details and reviewed annually. The horse owner will receive 2 months' prior written notice of any increase or decrease in fee.
Livery Deposit	An £80 deposit is to be paid alongside first 4 weeks livery fee before the commencement date. The deposit will be returned within 7 days of leaving the yard with deductions for any damage as set out in clause 5 and 7.2b.
Livery Period	The period from and including the commencement date until the date on which this agreement is terminated in accordance with clause 7.
Payment Date	By bank transfer every 4 weeks from commencement date to be paid within 7 days of invoice raised and sent to e-mail address.
Correspondence Address	Ulgham Park Livery Teviotdale Hagg Farm Ellington Morpeth Northumberland NE61 5JW
Livery Owner	C & G Shields 07944 940254 admin@teviotdalefarm.com

2. LIVERY AGREEMENT

- 2.1 The Livery Owner will provide the Livery Service for the Horse at the Yard for the Livery Period on the terms of this agreement. Any additional services provided by the Livery Owner, whether provided at their discretion on the request of the Horse Owner, are not included in the Livery Fee and will be charged to the Horse Owner at the Livery Owner's standard rate for that service, as set out in Schedule 1 (or the market rate if there is no standard rate) and must be paid within seven days' of request.
- 2.2 The Horse Owner has disclosed to the Livery Owner, and will keep the Livery Owner informed and updated of, all information about the Horse required for the provision of the Livery Service and the safety of other horses and persons at the Yard, including if the Horse is a rig or stallion, (or is known to displays stallion like tendencies) its vaccination record and details of any medical conditions, infection, disease, illness and vices.
- 2.3 The Horse will be wormed upon arrival at the Yard. (as set out in clause 3.1).
- 2.4 The Horse Owner will have access to the Horse and the Yard where the Horse is kept from 6am to 9pm, unless prior written consent is given by the Livery Owner. Before taking the Horse from the Yard, the Horse Owner must inform the Livery Owner in advance of the timing of the Horse's departure and expected return.
- 2.5 The Horse Owner is only permitted to use the wood shavings or straw provided by the Livery Owner as bedding in the stable.
- 2.6 Please note, the Livery Owner does not permit stallions or rigs on any form of livery. Should the Horse be found to be a stallion or a Rig, or displays stallion like tendencies, the agreement will be terminated and notice given as per clause 7.
- 2.7 Any tack of personal items are left entirely at the Horse Owner's risk and should be insured by the Horse Owner appropriately.
- 2.8 There is to be no supplemental feeding (hay or hard feeds) in the fields unless with written permission of the Livery Owner.
- 2.9 Any dog must be under control and supervised at all times.

3 HORSE OWNER'S OBLIGATIONS

3.1 The Horse Owner will:

- (a) Ensure that the Horse's stable is mucked out of wet bedding and manure at least once a day.
- (b) Follow all and any instruction and requests of the Livery Owner and/or the Livery Owner's representative;
- (c) Ensure that the Horse is vaccinated (flu and tetanus) not less than every 12 months.
- (d) The Horse is to be wormed upon arrival with the Livery Owner present.
- (e) The Livery Owner will then arrange for future worming at intervals advised to them. The Horse Owner will then be notified of the necessary wormer needed; the Horse Owner will be liable for the cost of the necessary wormer.
- (f) provide a full photocopy of the Horse's passport and upon request of the Livery Owner, or the Livery Owner's representative, provide the original passport within 1 hour of request;
- (g) be responsible for maintaining insurance for the Horse Owner's property, including the Horse and any tack and equipment;
- (h) maintain public liability insurance for a minimum amount of £2 million against liability to third parties for loss, injury or damage caused by the Horse including any liability under the Animals Act 1971 arising from the Horse's escape, and will ensure that the terms of the insurance policy are consistent with this agreement and will comply with the terms of the policy and will give the Livery Owner a copy of the policy on demand;
- (i) notify the Livery Owner of any damage howsoever caused as soon as is practicable and in any event within 24 hours of the damage occurring;
- (j) indemnify the Livery Owner against all liabilities that would be covered by a normal insurance policy on the Horse of the type described;
- (k) provide full details of any third party who is permitted to ride, undertake any of the Horse Owner's Responsibilities or borrow any of the Horse Owner's items;
- (l) keep all feed in a maximum of two rodent proof bin containers in the Horse Owner's allocated space in the feed room.

4 LIVERY FEES

- 4.1 The Horse Owner will pay to the Livery Owner by BACS or standing order the Livery Fee without any deduction in advance on each Payment Date. The first such payment will be for the period from and including the Livery Commencement Date to and including the day before the next following Payment Date and the Livery Deposit, to be made on or before the Livery Commencement Date.

- 4.2 If the Livery Fee or any other money payable under this agreement has not been paid by the date it is due, the Horse Owner will pay the Livery Owner interest on that amount at the rate of 8% per annum above the base rate of Barclays Bank PLC from time to time, calculated on a daily basis from the due date until the date of payment.
- 4.3 The Horse Owner is responsible, at their own cost, for carrying out the Horse Owner's Responsibilities for the Horse and will comply with the Yard rules and the Yard health and safety policy as notified to them from time to time.
- 4.4 If the Horse Owner fails to carry out any of the Horse Owner's Responsibilities, or if special requirements for the Horse arise during the Livery Period, the Livery Owner is entitled to carry out the relevant matter or requirement and charge the cost to the Horse Owner.
- 4.5 If the Livery Fee or any other money payable under this agreement has not been paid four weeks after the date it is due the Livery Owner has a right of lien over the Horse and any other item owned by the Horse Owner which may be sold to cover any sums due and owing.
- 4.6 Should the Livery Owner have to instruct solicitors in relation to any dispute with the Horse Owner, the Horse Owner will be liable for the Livery Owner's legal fees.

5 DAMAGE

- 5.1 If the Horse or Horse Owner, or parties connected to the Horse Owner, causes any damage to property, equipment or facilities at the Yard above normal wear and tear, the cost of repair will be charged to the Horse Owner and must be paid within seven days' of request.

6 URGENT VETERINARY OR FARRIER TREATMENT

- 6.1 If the Livery Owner in its absolute discretion considers the Horse to be in need of urgent veterinary or farrier treatment, the Livery Owner is entitled to contact a professional and authorise on the Horse Owner's behalf any treatment the professional recommends, including the immediate humane destruction and disposal of the Horse to prevent further suffering. Before authorising treatment or destruction, the Livery Owner will make all reasonable attempts to contact the Horse Owner unless immediate destruction is essential for humanitarian reasons. The Horse Owner will pay all professional fees and other costs arising from action taken in accordance with this clause within seven days' of request.

- 6.2 The Livery Owner is not liable for the death or illness of, or injury to, the Horse, Horse Owner or anyone under their control or for damage to, or theft of, any of their property (including the Horse, tack, equipment and vehicles).
- 6.3 Nothing in clause 6 shall limit or exclude the Livery Owner's liability for death or personal injury or damage to property caused by negligence on the part of the Livery Owner, its agents or its employees acting in the course of their employment or for any matter in respect of which it would be unlawful for the Livery Owner to exclude or restrict liability.

7 TERMINATION

- 7.1 The Livery Owner may terminate this agreement with not less than two weeks' written notice as they see fit and entirely at their discretion, without fault of the Horse Owner/Horse.
- 7.2 The agreement shall end upon not less than four weeks' written notice given by the Horse Owner to Ulgham Park Livery by e-mail to: admin@teviotdalefarm.com
- a) Any notice given in person is deemed received at the time of delivery. Any notice sent by first-class post is deemed received on the second working day after posting to the other party's last known address.
- b) The Livery Owner will notify the Horse Owner of any damage and the associated costs not less than one week before the termination date. Any damage costs will be taken from the Deposit. If the damage is in excess of the Deposit an invoice will be raised and must be paid within seven days' of request.
- c) On or before the date on which this agreement terminates, the Horse Owner will pay all outstanding sums, including sums for any damage incurred and remove from the Yard the Horse and all other property belonging to the Horse Owner.
- d) If the Livery Agreement is terminated and the Horse is removed but the Horse Owner has left any items at the Yard, the Livery agreement will be deemed as continuing on a daily rate of £50 per day until all of the Horse Owner's items are collected.

- 7.3 The Horse Owner is not permitted to remove the Horse from the Yard until all outstanding sums are paid in full.
- 7.4 Termination of this agreement shall not affect the rights of either party in connection with any breach of any obligation under this agreement that existed at or before the date of termination.

8 MISCELLANEOUS

- 8.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 8.2 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 8.3 No reliance on matters outside agreement. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 8.4 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.5 The Livery Agreement is non-transferable to a new Horse Owner. If the Horse is sold or put on loan the new Horse Owner or responsible person for the Horse must sign a new Livery Agreement.

Livery Client Signature:_____

Livery Client Name (In Block Capitals):_____

Date:_____