



Livery Agreement

These are the terms which apply to any agreement between us whereby we provide livery for one or more horses or ponies. We refer to either as "Horse"

Yard owner: Katelands Equestrian Academy
Address: 346 Loerie Lane, Sardinia Bay, PE
Contact telephone no is: 061 756 1477 (Kate- yard owner)
Office Hours: 9am – 4.30pm Monday to Friday

The "Yard": Katelands Equestrian Academy.

The horse owner:

Your address is:

Your contact telephone no is:

Livery fees are charged: Monthly in advance

The "Services" are: Part Livery

or

Part Livery + Cost Roughage, hard feed and shavings organised by the yard owner + a monthly handling fee

Facilities:

Arenas:

- SJ Sand Arena (50x60)
- Full size Dressage Arena (20x60)
- Pony Rider Dressage Arena (20x40)
- Free Jump track
- Lunging Arena
- Grass Working Hunter Arena/ Paddock
- Cross country training facility (On Occassion)

Paddocks & Stabling:

- Big, grassed paddocks
- 12 Beautiful brick stables (3x 3.5m) with correct drainage

Extra Facilities:

- 2 Wash Bays, paved with correct drainage and over head hose
- Tack room with a tack locker for each livery
- A storage (Hard feed, bedding and roughage) compartment for each livery
- Extra storage space available for rent
- Toilet
- Direct Access into the Sardinia Bay Nature Reserve (20minutes from the beach)
- Riding School based on the premise

Part Livery includes the following:

1. Stable services 7 days per week
2. Turnout to paddocks
3. Grooming daily
4. Daily health assessments
5. Use of facilities
6. Allocated storage units for tack, shavings, roughage and hard feed



Part Livery exclude:

1. Hard feed, shavings and roughage
2. Supplements
3. Veterinary supplies
4. Transfer of horse to the animal hospital
5. Farrier

Initial.....

Terms of the Agreement

By signing a copy of these terms, you agree to them.

1. The livery

- 1.1. Subject to your compliance with this agreement, you may keep_____horse /pony at the Yard;
- 1.2 Livery services: Part, with current prices set out, on Page 8;
- 1.3 We will change our prices from time to time. When we do so, new prices apply from the beginning of the next month after we publish the change;

2. Your use of Yard

You must comply with the following requirements. You are also responsible for full compliance by any person who comes onto the yard in connection with your affairs, even if you did not invite him / her.

You must:

- 2.1 Use the stable only to secure one horse;
Comply with the procedures we have set out for safe and efficient running of the Yard, a copy of which is attached to this agreement.
- 2.2 We may change the procedures at any time;
- 2.3. Comply with our reasonable suggestions in respect of the health of your horse;
- 2.4. Accept full responsibility for the personal safety of yourself and any person brought to the Yard by you;
- 2.5. Preferably take out insurance against third party claims to cover all usual or reasonable risks.
- 2.6. Have your horse vaccinated at appropriate intervals against African Horse Sickness (AHS), equine flu, rabies and tetanus. Proof of such vaccinations must be given prior to stabling at the yard as well as during your stay as and when it becomes due. (Record to be kept by yard, preferably passport to be held in safe keeping at office for ease of vaccinations)

Initial.....

- 2.7. Make good any damage caused by you or your horse, to the Stable, or any of our tools, equipment or facilities, using professional tradesmen or buying replacements, as the case may be;
- 2.8. Keep tack, feed and any other possessions permitted in the yard in the designated places.
- 2.9. Look after all walls, fences, gates, locks, and other fixtures or installations at all times;

Clients are not permitted to:

- 2.10 Bring a dog or other animal onto the Yard, which is not socialised and on lead
- 2.11 Leave any rubbish on the Yard;
- 2.12 Bring onto or allow to remain on the Yard any animal infected with a contagious or notifiable disease;
- 2.13 Bring onto or store on the Yard any goods whatever except tack, rugs, feed and other goods agreed by us;
- 2.14 Waste water
- 2.15 Waste electricity

3. Use of Facilities:

- 3.1 The fee we charge for livery does include use of the Facilities for personal use/ riding of livery horse/s. One arena will remain for the exclusive use of the resident trainers; this arena may change from time to time;
- 3.2 All riders are to abide, at all times, by the FEI regulations outlined for arena use, a copy of which can be provided if necessary
- 3.3 Should a facility be booked for an event, notice of such will be given and the facility or facilities will not be available during this event.
- 3.4 The use of facilities for 3rd party teaching will be charged for accordingly. All trainers to be pre-approved by the resident trainers.
- 3.5 All facilities, inclusive or paid for are used at your own risk.
- 3.6. If you move jumps or other equipment for your use, you agree to return it to where you found it unless we have agreed that it may be left where you used it;

4. Care of your horse

You undertake:

- 4.1 To deal with your horse at all times with consideration for the safety of other horses and clients;
- 4.2 Not to leave your horse tied up unattended;
- 4.3 Not behave in a manner that it is a nuisance to others;
- 4.4 To provide necessary veterinary care,
- 4.5 To provide farrier and dental care for your horse. If we make any arrangement for these services on your behalf we act only as your administrative agent. We are not responsible for any aspect of the services provided or payment thereof. When services are arranged by yourself, please inform yard manager/s of such attendance of 3rd party – date & time expected.

5. Limit of our responsibility

- 5.1 We are responsible for the overall care of your Horse as per agreement;
- 5.2 It is not our responsibility to exercise your horse/horses; if there is any responsibility on our part for exercising your horse, it is dependent on your chosen schedule and any changes to this schedule must be given in writing
- 5.3 ***You may not delegate any instruction or request to our grooming staff, only to the yard managers;***
- 5.4 If at any time, you fail to provide horse care services which are your responsibility under this agreement, or if we agree for a particular period or under a particular arrangement, to do so for you, whether we charge you or not, then we provided them without liability. You remain fully responsible for your horse;
- 5.5 If you fail to provide an acceptable level of care, and we believe it is in the best interest of your horse that we should provide care or professional services of any type, then we shall do so and the cost at our usual rates will be a debt due by you immediately;
- 5.6 We are never responsible for the careless or negligent or intentional act of any other person who may cause you damage or inconvenience.
- 5.7 We may not be held responsible if a stallion breaks free or a mare gains access to a stallion paddock and the mare falls in foal. Although all precautionary measures will be taken to avoid such incidents/events.

6. Veterinary call out

- 6.1 If in our absolute discretion, it is necessary to call a vet to attend on your Horse, then we may do so, even if you are were not contactable to give your consent, . If we regard the circumstances as an emergency, we may call a vet to assess the horse's condition, even if you do not agree. You now irrevocably agree to pay the vet's fees if we do this.

7. Failure to pay our fees:

- 7.1 All livery bills are payable 1 month, in advance. Extra items are charged in arrears;
- 7.2 You may not use our facilities while ever a bill is overdue by more than one calendar month;
- 7.3 When a bill becomes overdue by more than 60 days, you agree that we are entitled to take possession of your horse until payment to date has been made and you have arranged with us to remove your horse;
- 7.4 If you have still failed to pay us, 120 days after advance payment has become due, we may sell your horse and/or tack and/or trailer or box, and retain from the proceeds the money that you owe us. You now irrevocably appoint us as your agent to do this and sign any document on your behalf.

8. Horse Owner's indemnity

You agree to indemnify us against all costs claims and expenses arising from any act or omission of yours in connection with your use of the Yard whether or not it is in breach of this agreement.

9. Termination

- 9.1. Either you or the yard may terminate this agreement upon one calendar months' notice given at any time, without giving a reason. If we terminate before the expiry of a period for which you have paid, then we will refund that unexpired portion;
- 9.2. The termination of this agreement does not cancel any outstanding obligations between us;
- 9.3. You agree that we may take and sell for ourselves your tack or other equipment or materials left behind by you fourteen days after you have left the yard in lieu of storage fees.

Insurance

You may insure your horse on the Yard. We are under no obligation to insure anything and shall not be held responsible for any loss or damage to your horse, property or goods.

10. **Signed by the parties:**

_____ On behalf of Katelands
Equestrian Academy Date

Horse owner (full names)

Signature
(or parent signature if under 21)

Date

Initial.....

INDEMNITY

ENTER & PARTICIPATE AT OWN RISK

Entry to these premises and use of its facilities by you, your visitors accompanying you (or any minor under your control), is entirely at your own risk. By entering the premises and using its facilities you acknowledge and confirm your complete understanding and acceptance of the dangers associated with horses, horse riding and farm animals in general. The owners, management and staff shall not be liable for any loss, damage, death or injury, including consequential loss or damage, howsoever suffered as a result of any act or omission occurring anywhere on these premises.

You hereby accept liability for any damage, harm, loss, death or injury caused to persons or property as a result of your activities or omissions.

You hereby irrevocably indemnify the owners, management and staff of the premises and its facilities and shall keep them indemnified at all times against any injury, death, loss or damage,

and you hereby waive on behalf of yourself and on behalf of all your dependants and those whom you represent any and all claims which you or they may have arising out of any injury, death, loss or damage occurring to yourself or your property before, whilst and after entering these premises and using its facilities.

Horse owner (full names)

Signature
(or parent signature if under 21)

Date



Price List

Livery.

Stabled livery

Includes- Stable, paddock, groom

Excludes- Feed, roughage & shavings

R4100

Feed Suppliers:

Equi- feeds - **041 379 3847** (delivers every Tuesday)

Blue steel - **041 379 2130** (delivers every Thursday)

Roughage Suppliers:

Donna - **078 462 9661**

Algoa Joinery - **041 453 3454**

Ant - **082 321 6155**

Glendore Sand (Beach/River sand) - **041 366 1917**

Roughage Suppliers:

Ian Roberts - **072 598 4344**

Ant- **082 321 6155**

Sam - **064 651 8212**

Extras livery services

Schooling sessions

R350

Schooling sessions (Katelands livery)

R300

Washing horses

R150

Wash Numnahs/ Blankets

R80/R150

Dipping

R150

Deworming

R150- R350

Non resident instructors fee

R150

Invite a non-member to join you for a ride at
Katelands (Ground Levy)

R250

Non livery but Katelands member- ground levy fee

R150

Farrier- Lance Robinson (Paid directly to farrier)

Full trim

R380

Full set

R980

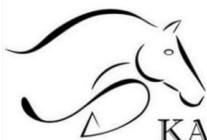
Half set

R650

Studs per pair

R200





KATELANDS
EQUESTRIAN ACADEMY



Price List

Riding School

Hour Group Lessons	R300
45min Group Lessons	R280
30min Group Lessons	R240
1 Hour Group lesson (Own Horse)	R280
Tack Levy (pm)	R130
Private Lessons (45min)	R340
Part Lease	R2200
Full Lease	R6000

Extra Services

Day Pony Camps	R500
Pony Camps (sleepover, one rider to a horse)	R1800
Pony Camps (sleepover, shared horses)	R950
Pony Parties	R1200- R4500
Trail ride (1 hour/2hours)	R350- 500
Beach Ride (2,5 hrs)	R650
Transport Round trip- locally	R550
Transport	R7/km
Round trip out of town (including box rental)	<i>p/horse</i>
Horse box rental	R550
Horse box rental (Out of town)	R650
Shows Shared (per group warm up)	R80
Shows private (p/d)	R350
Cross country course walks	R180



RULES & REGULATIONS

On the Yard

- Each livery will be allocated a stable, paddock, tack room locker and a storage section for their shavings, roughage and feed. If you have an excess of items that need storage and your allocated stations are full, you will have to make an alternative plan for storage off site or you may rent a space in the shed. You may only have access to your allocated storage station. While our staff will make every effort to keep each livery's section clean, due to time constraints it will be the responsibility of the livery to keep their storage stations clean, this includes in front of your stable. Each livery is to supply enough feed containers which are adequate in keeping rodents out.
- Feed, roughage and shavings delivery times will need to be between 10h45 and 12h00 on a Tuesday and Thursday, that is if you wish for our staff to assist in off loading and packing away your order. Outside of those days and times each livery will be responsible for receiving and packing away their own order. If a special once off arrangement needs to be made, you can contact the livery yard owner for permission.
- If any Katelands tools are used, please return them to their correct designated storage position after use.
- Halters and fly masks can be left on the designated hook outside each stable. Each livery is to have a small black box to store their grooming kit, equine first aid supplies and any other important items which they wish to keep on hand at the yard.
- Wash Bays - Liveries are to make use of their two wash bays, the riding school wash bays are only to be used by school ponies. All wash bays are to be left clean, swept and neat. All roughage and manure is to be picked up and deposited in the appropriate waste bins. The hose is to be left rolled up and neatly packed away, please take extra care to make sure that the tap is switched off properly. No personal belongings are to be left at the wash bays after use. Please be considerate with the time you are spending in the wash bay, especially if another livery is waiting to make use of the wash bay.
- Horses are to be tied up only on tie rings with bailing twin, they may not be tied up on any other objects
- Horses are to only be fed in their stable or in the paddock.
- No horses may be turnout out in camps which have not been allocated to them. If you wish to put your horse out in a resting camp, you will need to require permission from the livery yard owner

Use of facilities

- There is a booking process to make use of the arenas, while the riding school has priority over the use of arenas, special arrangements will be accommodated where possible.
- If a guest of yours would like to ride on your horse, an indemnity form will be to be filled in first.
- If a livery would like to invite one friend to join you for a riding session, on their own horse at Katelands- they are required to follow the booking process. 1- Book a time slot and an arena. 2- Fill in the indemnity form. 3- They must treat Katelands equipment and facilities with the utmost care. There will be a session fee of R250.
- Please see the arena etiquette charts
- Liveries may make use of Katelands uprights, poles, fillers and other equipment- however all items need to be placed back where you found them, in their allocated storage positions after you have used them. Please handle with care.
- The arenas will be raked every Friday or Monday, depending on time constraints, the arenas will then be set up for the week's lessons- after this has taken place, please do not re-arrange the exercises set up.
- If your horse does his business in the arena, please poop scoop after you are done riding. All manure is to be placed in the compost heap only.
- Please be mindful to look after our jumping arena surface, if your horse is creating ruts on take off and landing from a jump, please rake those spots after you are done riding. We always want to be kind and thoughtful towards our another members.
- You can make use of our lunging arena as well as our lunging whip, however please treat our equipment with the utmost care. Return the lunging whip to its position after use.
- Close all arena gates when you are done riding.
- If any damage or breakage of Katelands equipment takes place while in your use, you will be expected to replace the item.
- Permission must be required for loose turnout in any of the arenas.
- Correct, up to date riding helmets are to be worn at all times while riding.

In the paddocks

- All paddock gates are to be left closed, whether the paddock is in use or not.
- Horses will be turned out between 9am and 4pm, if you wish for your horse to be turned out outside of those hours, special permission from the livery yard owner will be required.
- No horse may be turned out alone, unless they have a companion in the neighbouring paddock, who can be seen at all times.
- We have a weekly paddock maintenance routine, which includes poop scooping every Monday, Wednesday and Friday. Paddocks will be rotated to ensure that no paddock is over grazed and all of the paddocks grazing is maintained to the best quality possible. To find out more about the routine please check the "paddock rotation schedule" white board for a regularly updated schedule
- No horses may be turned out in any public space, only in the designated paddocks
- Supplementary forage will be required when there is a shortage of grazing. Each livery will be responsible for supplying the extra forage.

Safety & Security

- Visiting hours are between 6h00 and 20h00, if you wish to visit outside of those hours, arrangements must be made with the livery yard owner. When visiting outside of the visiting hours please be respectful to the people residing on the property and on neighbouring properties.
- Smoking may only take place in the designated area- the car parking lot. All stompies are to be picked up and disposed in the bins provided.
- Please lock your tack cupboard when you leave the yard and the tack room main door must be locked by the last person at the yard
- The main gates must remain closed at all times, please make sure that they do close behind you before driving off.
- Please do not share the gate code with any non-member of Katelands.
- In an emergency please make use of our first aid box/kit, please kindly replace any items used by the end of the week.
- The emergency gathering point for people is in the dressage arena in the case of a fire and the grass area behind the club house in the case of another emergency
- Please note the gathering point for all horses in the emergency case of a fire is the show jumping arena.
- Please take note of the location of the fire extinguishers, first aid box/kit for both equine and humans.
- Please ensure that all valuable items are not left out or in sight in cars, where possible. These include but are not limited to: tack, hats, saddles and rugs.

Horse Health/ Admin

- There is an equine first aid kit in the tack room, you are welcome to use any items from it in the case of an emergency, however you will need to sign for it and replace the item by the end of the week.
- Katelands runs a worming programme- all horses residing at Katelands must be on. The programme can be found on our white notice board, please note that this is subject to change without warning, in the case of worm testing.
- All liveryes and visiting horses must be up to date with the following vaccinations; AHS, Flu, rabies and tetanus
- All new horses at the yard will have a period of individual turnout, before they will be introduced to a friend or the herd. This is to allow them time to settle down and be confident in their new environment.
- In the event of an emergency, if the livery yard owner or stable yard manager fails to get hold of the horse owner, the horse owner hereby gives authority to call the vet out at their discretion.
- The livery yard owner/ livery manager must be notified if your horse is to be absent from the yard- i.e travelling away for competitions, riding camps etc,
- Responsibility of repairs- in the case of damage to the facilities occurred by a horse or owner in the case of negligence or disruption the horse owner will be responsible to cover the repair costs.

Visitors to the Yard

- Visitors are welcome to accompany a horse owner to the yard, all visitors must abide by our rules and regulations.
- No children under the age of 13 may be left unsupervised.
- The livery yard owner or stable yard manager must be notified of visitors to the yard- instructors, farriers, vets etc.
- The use of external freelance grooms is not permitted, unless you have been granted permission by the livery yard owner.
- The use of external freelance instructors or riders is permitted, however as they are a visitor to the yard notification of their visit is required
- Dogs are allowed at the yard, however they will need to be well socialised and remain on leads at all times. All dog mess is to be cleaned by the owner and disposed of off the property. No dog manure may be added to the compost heap. No dogs are allowed in the water troughs.
- Any person who shares or part leases a livery horse is to abide by the rules and regulations of the yard. The horse owner remains fully responsible for all matters involving their horse
- Rules on clothing- no open toed shoes if a person wishes to be within 10m of a horse. Riding helmets are compulsory at all times when riding.

Vehicles

- Please notify the livery yard owner if there are any unfamiliar vehicles at the yard
- Please only park in the designated parking arena, unless requested to park else where.
- No pets are to left in vehicles, please contact the Livery Yard owner for an alternative solution