



The Pegasus Centre
Living the dream



BLYTH VALLEY
ARTS & LEISURE

LIVERY SERVICES AGREEMENT – DIY LIVERY

This Agreement is made on (Date)

Between

(1) The YARD

BLYTH VALLEY ARTS AND LEISURE LTD
trading as
The Pegasus Centre
Tranwell
Morpeth
Northumberland
NE61 6AF

(2) The OWNER (being the owner or person to whom the horse has been loaned)

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In Respect of

(3) The HORSE specified in Schedule 3

For

(4) The TERM

Being the period 1 April 2013 – 31 March 2014

IN WITNESS OF WHICH and as confirmation of their mutual desire to enter into this Agreement and to be bound by its provisions, the parties named below have signed this Agreement:

SIGNED for and on behalf of the Yard:

Signature:
Name:
Position:
Date:

SIGNED for and on behalf of the Owner:

Signature:
Name:
Date:

DEFINITIONS APPLICABLE TO THIS AGREEMENT

TERM	DEFINITION
“Agreement”	The Agreement contained in this document, including all terms and conditions set out herein, together with such correspondence between the Yard and the Owner of relevance to the Agreement
“Business Hours”	The business hours of the yard are: Monday to Friday 8.00am – 6.00pm Saturday and Sunday 9.00am – 4.00pm
“Fee(s)”	The fees set out in Schedule 1 and Schedule 2 of this Agreement
“Horse”	The horse or pony specified in Schedule 3 of this Agreement
“Owner”	The Owner of the Horse (or the person to whom the Horse has been loaned)
“Services”	The livery services to be provided by the Yard as listed in Schedule 1 of this Agreement and such additional services from Schedule 2 that the Yard and Owners may agree from time to time
“Term”	The term during which this Agreement shall be applicable, as specified in this Agreement, unless the Agreement is terminated earlier by either the Yard or the Owner in accordance with the provisions of the Agreement.
“Yard”	The Pegasus Centre, and the employees and agents employed at the Centre, together with the officers of Blyth Valley Arts and Leisure Ltd

WHEREAS the Owner wishes to engage the Yard to provide, in respect of the Horse, the Services specified in this Agreement and in consideration of the payments and mutual promises contained in this Agreement:

The Yard and the Owner agree as follows:

1. THE DUTIES OF THE YARD

- 1.4 The Yard shall at all times during the Term take actions and behave 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 of a competent and properly qualified livery yard.
- 1.5 The Yard shall at all times during the Term use its best endeavours to provide to the Owner the Services listed in Schedule 1 of this Agreement and such additional services from Schedule 2 that the Yard and Owner may agree from time to time in an efficient and professional manner.
- 1.6 The Yard shall at all times during the Term keep appropriate records of all acts and work done by it in relation to the Services and at the request of the Owner, the Yard shall make them available for inspection and/or provide copies to the Owner.
- 1.7 The Yard shall at all times during the Term employ for the purposes of the Services sufficient persons that are suitably skilled and experienced, and where appropriate, professionally qualified, in providing such services.
- 1.8 The Yard shall at all times during the Term give the Owner access, to the Horse and all premises where the Horse is kept, as a minimum during the Business Hours of the Yard and at such other times as the Yard and Owner may agree from time to time.
- 1.9 The Yard shall at all times during the Term reserve the right to implement such measures that it deems appropriate to safeguard the health and welfare of all persons with access to the Yard, and shall develop, implement, publicise and regularly review a statement of policy on health and safety, together with such rules, procedures, and training as it deems appropriate, including but not limited to matters relating to fire safety, first aid and the care and welfare of horses, including policies on vaccination and worming and other relevant matters.
- 1.10 The Yard shall at all times reserve the right to allocate resources as it deems appropriate, including assigning horses to stables, opening or closing fields and allocating haylage, straw and feeds.

2. THE DUTIES OF THE OWNER

- 2.1 The Owner shall ensure that prior to the Horse entering the Yard, the Yard is provided with all information relating to the Horse as set out in Schedule 3 and shall at all times during the Term ensure that the Yard is informed, as soon as practicable, in writing of any changes to this information.
- 2.2 In the event that the Owner fails to ensure that the Horse is provided with any of the matters listed in Schedule 3, the Owner agrees that the Yard may undertake this work and charge the Owner in accordance with the sums set out in this Agreement or where not covered by this Agreement, at the market rate.
- 2.3 The Owner shall at all times during the Term, and except where it has been agreed that the Yard will provide the following services, ensure that:
- (a) the Horse is checked at least once daily by the Owner;
 - (b) the Horse is wormed in accordance with the policy of the Yard;
 - (c) the Horse is vaccinated in accordance with the policy of the Yard;
 - (d) the Horse is mucked-out at least once daily;
 - (e) the Horse is provided with adequate and sufficient hard feed;
 - (f) the Horse is exercised regularly according to its needs;
 - (g) the Horse is attended by a registered farrier at least every 10 weeks;
 - (h) third party insurance is maintained in respect of the Horse.
- 2.4 The Owner agrees that in the event that the Yard believes that the Horse is in need of urgent veterinary / farrier attention, the Yard may summon a veterinary surgeon / farrier and authorise any essential treatment, provided that the Yard makes all reasonable attempts to contact the Owner before such work is carried out, and that the Owner will be responsible for any veterinary / farrier fees incurred in accordance with this paragraph.
- 2.5 The Owner shall at all times during the Term inform the Yard if the Horse is to be absent from the Yard's premises and when the Horse will leave and return to the Yard's premises.
- 2.6 The Owner will take reasonable steps to safeguard the fabric, fixtures and fittings, and equipment belonging to the Yard and accepts responsibility for reimbursement of the Yard for any damages and breakages caused by the Owner, and for any damage to persons or property caused by the Horse.
- 2.7 The Owner accepts that whilst the Yard will take reasonable steps to safeguard and secure the Yard and its occupants it cannot be held responsible for loss or damage to the Horse, tack or equipment except where due to the negligence of the Yard and that the Owner will be responsible for the security and insurance of any tack and equipment brought onto the Yard.
- 2.8 The Owner shall at all times during the Term make themselves aware of, and comply with, all notices, instructions and rules provided by the Yard for the purpose of the health and safety of those using the Centre, including but not limited to notices and instructions relating to Fire Safety, Accidents, First Aid and Security, whether issued directly, in writing or verbally, or posted on notices.

3 FEES, TERMS OF PAYMENT AND OTHER FINANCIAL MATTERS

- 3.1 In consideration for the provision of the Services, the Owner will pay to the Yard, promptly and in accordance with the terms of payment, the Fee and any additional sums due under this Agreement.
- 3.2 Livery fees will be calculated on a daily rate and invoiced monthly in advance.
- 3.3 If an individual Owner has more than one horse stabled at the Yard the Owner shall receive a discount on the total livery fees due of 5%.
- 3.4 Additional Charges for services rendered will be calculated at the rates specified in this Agreement, will be subject to VAT at the appropriate rate, and will be charged retrospectively and included in the monthly invoice.
- 3.5 Additional fees and costs incurred by the Yard on behalf of the Owner in accordance with the terms of this Agreement will be charged as incurred, and will be charged retrospectively and included in the monthly invoice.
- 3.6 Livery fees and Additional Charges will be reviewed at least once per annum and any changes will be notified by the Yard to the Owner at least two months in advance of implementation.
- 3.7 In the event that the Fee or any additional sum due under this Agreement remains unpaid for more than three 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 seven (7) days before sale, that from the monies received from the sale of the Horse, the Yard may retain such sums as cover of any unpaid sums due under this Agreement and the reasonable costs of sale, and that any remaining money shall be returned to the Owner within thirty (30) days of sale.

4 TERMINATION OF AGREEMENT

4.1 This Agreement shall last for the Term specified, subject to earlier termination in accordance with the arrangements set out in this Agreement.

4.2 The Yard or the Owner may at any time terminate this Agreement or any part of it by giving written notice to the other of not less than one month.

4.3 If during the Term of this Agreement the Owner no longer has possession of the Horse, the Yard may at its discretion terminate this Agreement with immediate effect.

4.4 The Yard may at any time terminate this Agreement with immediate effect if in the opinion of the Yard the Owner has failed to comply with this Agreement and /or behaved in a manner which may place the Yard or its occupants at risk of injury or loss.

5 GENERAL

5.1 No amendment of the terms of this Agreement shall be valid or binding unless made by prior written Agreement between the Yard and the Owner.

5.2 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.

SCHEDULE 1

THE LIVERY SERVICES AND FEES

DIY LIVERY SERVICE

The Yard shall provide the Owner with a **DIY Livery Service** in respect of the Horse on a daily basis, INCLUDING Weekends and Bank Holidays, during the Term of this Agreement

The Owner is responsible for all day to day care of the Horse, including mucking out, turning the Horse out to the field and bringing the Horse in from the field and feeding of the Horse on a daily basis.

The Yard will provide the Owner with a stable in which to keep their Horse and a field in which to turn their Horse out during the day (weather permitting), as well as bedding and haylage.

For full details of the Services provided please see detailed schedule below.

Fee of £45 per week

DETAILED BREAKDOWN OF LIVERY SERVICES PROVIDED

	DIY	SERVICES INCLUDED
1.	Yes	Access to a dry stable, adequate and suitable for the size of the Horse, with adequate light and ventilation and a supply of fresh, clean water
2.	Yes	Access to an area of hard standing where the horse may be groomed, shod etc
3.	Yes	Access to a turn-out area with secure fencing, adequate and sufficient for the Horse
4.	Yes	Access to a horse-walker or other facilities suitable for the provision of exercise, at the discretion of the Yard, during such times as turnout areas may be deemed by the Yard to be unavailable, due to adverse ground or weather conditions or other reasonable reasons
5.	Yes	During the period 1 April to 30 November, access to fields with secure fencing for grazing, at the rate of at least one acre per horse
6.	Yes	Access to haylage and straw, adequate and sufficient for the Horse, at the discretion of the Yard
7.	Yes	Access to a secure Livery Tack Room, which shall have adequate light, power and ventilation
8.	Yes	Access to Toilet / Washroom facilities for the Owner
9.	Yes	Access to free on-site parking facilities for a car belonging to the Owner during visits
10.	Yes	Access to Kitchen facilities and associated relaxation area during Business Hours and at discretion of Yard
11.	Yes	Access to an Isolation Stable, subject to availability and at the discretion of the Yard, where such will facilitate recovery and/or prevent infection
12.		Access to exercise facilities in Outdoor Arena and /or Indoor Arena free of charge at such times as may be determined by the Yard and subject to advance booking.

SCHEDULE 2

DISCRETIONARY ADDITIONAL SERVICES

	SERVICES AVAILABLE AT THE DISCRETION OF THE YARD	CHARGE (plus VAT where appropriate)
1.	Full Livery on a daily basis	£15 per day
2.	The provision of a stable mucking-out service	£2.50 per event
3.	The provision of a stable skipping-out service	£2.50 per event
4.	The provision of a turn-out and bring-in service, either to a turn-out area or to a horse-walker or other facilities suitable for the provision of exercise (at the discretion of the Yard and dependent on weather conditions)	£2.00 per event
5.	The provision of a service to fit and remove rugs as appropriate to the needs of the Horse and the weather conditions	£1.00 per event
6.	The provision of a feed top-up service at least twice daily (feed to be provided by the Owner)	£1.00 per event
7.	The provision of a hoof-care service	£2.00 per event
8.	The provision of a service to be in attendance and to hold the Horse during visits by the vet / farrier / dentist	£5.00 per event
9.	The provision of a service to check a horse in pasture twice per day	£2.00 per event
	<i>The provision of vet / farrier / dentist support services as detailed:</i>	
10.	To bring-in / turn-out a horse to accommodate a visit by a vet / farrier / dentist	£2.00 per event
11.	To be in attendance and to hold the Horse during visits by the vet / farrier / dentist	£5.00 per event
12.	To supervise / attend to a Horse in accordance with the treatment regime requirements of a vet / farrier / dentist	Charged on a time-basis by agreement
	<i>The provision of grooming / show-preparation services as detailed:</i>	
13.	Grooming	£5.00 per event
14.	Bathing	£15.00 per event
15.	Mane or tail pulling service	£6.00 per event
16.	Mane or tail plaiting service	£8.00 per event
17.	General trimming (chin/ears/nose/heels)	£5.00 per event
18.	'Bib & Belly' clipping	£15.00 per event
19.	'Blanket / Chase / trace' clipping	£20.00 per event
20.	'Full / Hunter' clipping	£25.00 per event
21.	Tack-cleaning service	£5.00 per event
	<i>The provision of exercise and associated services as detailed:</i>	
22.	Lunge (15 minutes)	£5.00 per event
23.	Exercise (30 minutes)	£5.00 per event
24.	Exercise (60 minutes)	£10.00 per event
25.	Schooling (30 minutes)	£5.00 per event
	<i>The provision of access to facilities other than as included in contract</i>	
26.	Outdoor Arena (Minimum charge for one hour and lights to be paid for by Owner)	£15 per hour
27.	Indoor arena (Minimum charge for one hour and lights to be paid for by Owner)	£25 per hour
28.	Use of show-jumps in arena	FREE
29.	Use of Horse-walker (20 minutes)	£5.00 per event
30.	Provision of parking space for trailer / horse-box	£5 per week
31.	Haylage	Please Enquire*
32.	Straw	Please Enquire*
33.	Feed / Supplements / Medicines	Please Enquire*

*Please note that these prices cannot be guaranteed due to seasonal variations in suppliers prices

SCHEDULE 3**THE HORSE**

Name	
Breed / Cross-Breed	
Age	
Gender	
Colour	
Passport Reference	
Identifying Marks / Brands / Microchips	
Veterinary Services Provider:	Name:
	Practice:
	Telephone Number:
	Mobile Number:
Farrier Services Provider:	Name:
	Telephone Number:
	Mobile Number:
Dentistry Services Provider:	Name:
	Telephone Number:
	Mobile Number:
Contact details in the event of an emergency:	Name:
	Telephone Number:
	Mobile Number:
	Address:
Additional information relevant to care of horse e.g. known vices, any medical conditions and special requirements:	