

DATED

(1) <<Livery Yard Owner>>

(2) <<Client>>

LIVERY AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Insert Name of Livery Yard Owner>> [, trading as <<Insert Trading Name if different from Company Name>>], a <<Insert Business Type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<Insert Registration Number>>] [,whose registered address is <<Insert Registered Address>> and] whose main trading address is <<Insert Address>> (“the Livery Yard Owner”) and
- (2) <<Name of Client>> of <<Insert Address>> (“the Client”)

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Calendar Day”	means any day of the year;
[“Deposit”	£<<Amount>>];
“Horse”	means the horse named <<Name>> with passport number <<number>> belonging to the Client;
“Initial Period”	means the period from the Start Date until <<Insert End Date>>;
“Price”	means the price payable for the Services and any additional services as fully detailed in Schedule 3;
“Services”	means the services which are to be provided by Us to You as specified in Schedule 1;
“Start Date”	means <<Insert date when provision of the Services will commence>>;
“We/Our”	means the Livery Yard Owner; and
“You/Your”	means the Client.

- 1.2 Each reference in this Agreement to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “this Agreement” is a reference to this Agreement and each of its Schedules as amended or supplemented at the relevant time.
- 1.5 Each reference to a Schedule is a reference to a schedule to this Agreement.
- 1.6 The headings used in this Agreement are for convenience only and will have no effect upon the interpretation of this Agreement.

- 1.7 Each reference to the singular shall include the plural and vice versa.
1.8 Each reference to a male shall include the other gender.
1.9 References to persons shall include companies.

2. Information About Us

- 2.1 [Our VAT number is >.]
2.2 [We are a British Home >entre.]
2.3 [We are a member of >association(s) etc.>.]
2.4 [<<Insert further information>>.]

3. The Contract

- 3.1 This Agreement governs the provision of Services by Us and embodies the contract between Us and You. In signing this Agreement, please ensure that You have read and understood it. If you are unsure about any part of this Agreement, please contact Us.
- 3.2 A legally binding contract between Us and You will be created upon our receipt of Your signed copy of this Agreement and You signing this Agreement.
- 3.3 By signing this Agreement, You hereby acknowledge that We have provided you with all the information (save for where such information is already provided in the context of the transaction):
- 3.3.1 the main characteristics of the Services;
 - 3.3.2 Our identity and contact details (as set out below in Clause 2);
 - 3.3.3 the total Price of the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which the Price will be calculated;
 - 3.3.4 the arrangements for the performance of the Services;
 - 3.3.5 Our complaint handling policy;
 - 3.3.6 the duration of the Agreement, or if this Agreement is of indefinite duration, the conditions for termination.

4. Price and Payment

- 4.1 The Price payable for the Services is set out in Schedule 3.
- 4.2 All Prices shown in Schedule 3 include VAT. If the rate of VAT changes between the date of this Agreement and the date of Your payment, We will adjust the rate of VAT accordingly. Changes in VAT will not affect any other terms of this Agreement. Payment in full from You.
- 4.3 [Before We begin the provision of the Services, You will be required to pay the Deposit. We may use the Deposit to settle any invoices outstanding when the Services are terminated. Please refer to Clause 10 for details of cancellation and refund.]
- 4.4 The balance of the Price for the Services shall be paid on a <<Insert Interval e.g. Weekly>> basis in [advance] or on the day of provision of the Services.

4.5 We accept the following:

4.5.1 <<Insert Typ

4.5.2 <<Insert Typ

4.5.3 <<Insert Typ

4.5.4 <<Insert Typ

4.5.5 <<Add more [redacted] required>>.

4.6 [Credit and/or debit
charged>>.]  Insert point at which a card will be

4.7 If You do not make payment of the overdue sum by the due date as shown on the relevant invoice, We may charge You interest on the overdue sum at the rate of <<Insert Percentage>> per annum above the base lending rate of <<Insert Base Lending Rate>> per annum until the actual date of payment of the overdue sum, or as otherwise determined by a court of competent jurisdiction. Interest will accrue on a daily basis from the date of default until the actual date of payment of the overdue sum, or as otherwise determined by a court of competent jurisdiction. You must pay any interest due when payment of the overdue sum is made.

4.8 The provisions of sub-section 4.7 shall not apply if You have promptly contacted Us to dispute an interest and such interest will accrue while such a dispute is ongoing.

5. Providing the Services

5.1 As required by law, we will provide services with reasonable skill and care, consistent with applicable laws and standards, and in accordance with any information we receive from the Services and about Us.

5.2 We will begin providing [REDACTED] Start Date.

5.3 We will provide the Services during the Initial Period and thereafter until the Services are cancelled by either party pursuant to clause 10.

5.4 We will make every effort to provide the Services in accordance with the specifications set forth in the applicable Order. We will not, however, be held responsible for any failure to provide the Services if such failure or event outside of Our control occurs. Please see Clause 10.1 for more information regarding events outside of our control.

5.5 If We require any information from You, We will seek approval or consent from You in order to provide the Service to You, and We will notify You of this as soon as is reasonably possible.

5.6 If the information, data or materials provided by You to Us are incomplete or otherwise incorrect, or if the work required from You under sub-Clause 5.5 is delayed, We will not be responsible for any delay or result. If additional work is required from Us because of the provision of incomplete or incorrect information, We may require an additional sum for that work.

5.7 If You do not pay [REDACTED] required by Clause 4, We may suspend the Service [REDACTED] all outstanding sums due. If this happens, We will [REDACTED] This does not affect Our right to charge You interest [REDACTED]

6. Your Obligations

6.1 You must provide Us with the information and documents, but the Horse that is necessary for Our provision of the services, including but not limited to, vaccination records and medical details.

- 6.2 You must perform the work in accordance with the Schedule 2.
- 6.3 If You fail to perform the work on Your behalf in accordance with this Agreement, We may carry out the work on Your behalf to You.
- 6.4 Any problems arising from Your failure to perform Your obligations under this Agreement shall be Your responsibility or fault.

7. Problems with the Services

- 7.1 We aim to provide the Services to You. If, however, there is a problem with the Services, You must inform Us as soon as is reasonably possible (in any case, within 14 days of the problem arising [contact Us in writing in this case]).
- 7.2 We will use reasonable endeavours to resolve any problems with the Services as quickly as is reasonably possible.
- 7.3 We will not charge You for any problems under this Clause 7 where the problem has been caused by Our agents or employees or sub-contractors or where We determine that a problem has been caused by information or action provided or taken by You, subject to Us charging You for any necessary additional costs.
- 7.4 As a consumer, You have the right to request repeat performance of the Services. For full details of Your rights and guidance on exercising them, see the Consumer Rights Act 2015 or contact Your local Citizens Advice Bureau or Trading Standards. If You request repeat performance of the Services with reasonable skill and care, You must do so within a reasonable time of the first performance. If it is not possible or done within a reasonable time, You have the right to request repeat performance of the Services. If the Services are not performed in accordance with the information provided about them, You also have the right to request repeat performance of the Services. If it is not possible or done within a reasonable time, You have the right to request repeat performance of the Services. If You (or if Our breach concerns the performance of the Services), request repeat performance for any reason We are required to provide the Services, Our legal rights, We will not charge You for the same repeat performance. In any case, if You request repeat performance up to the full Price of the Services, We will refund to You the sum already made payment(s) to Us, may result in a full or partial refund of funds will be issued without undue delay (and in any event within 14 Days starting on the date on which We agree that You have requested repeat performance) and made via the same payment method originally used to request an alternative method.

8. Our Liability

- 8.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence (including the negligence of Our agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of the breach or negligence or if it is a foreseeable consequence of the breach or negligence. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We provide the Services to You for Your personal or domestic use only. By entering into this Agreement, You agree not to use the Services for business purposes. We will not be responsible for any loss of profit, loss of business, or loss of business opportunity.
- 8.3 Nothing in this Agreement shall limit Our liability for death or personal injury.

- personal injury caused by Our agents or sub-contractors (including that of Our employees, independent contractors or fraudulent misrepresentation).
- 8.4 Nothing in this Agreement shall release or limit Our liability for failing to perform the Services with due care and skill or in accordance with the information provided to Us by You or about Us.
- 8.5 Nothing in this Agreement shall release or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Citizens' Bureau Office.
- 9. Events Outside of Our Control**
- 9.1 We will not be liable for any delay in performing Our obligations under this Agreement if the delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet failure, strikes, lock-outs or other industrial action by our employees, other civil unrest, fire, explosion, acts of terrorism (threatened or actual), acts of war (threatened, actual or preparations for war), epidemic or pandemic (threatened, actual or preparations for any other event that is beyond Our reasonable control).
- 9.2 If any event described in 9.1 occurs that is likely to adversely affect Our performance of the Services under this Agreement:
- 9.2.1 We will inform You of the event as soon as reasonably possible;
- 9.2.2 Our obligations under this Agreement will be suspended and any time limits that We have agreed with You will be extended accordingly;
- 9.2.3 We will inform You of the event and provide details of the event as soon as outside of Our control is over and the Services or availability of Services as agreed with You resumes;
- 9.2.4 if an event described in 9.1 occurs and You wish to cancel this Agreement, We will refund to You in accordance with Your right to cancel under sub-Cancellation;
- 9.2.5 if the event described in 9.1 continues for more than <<Insert Period>> we will terminate this Agreement in accordance with clause 10.6.3 and inform You of the termination. You will be refunded to You as a result of that cancellation as soon as reasonably possible, and in any event within 14 Calendar Days of the termination notice.
- 10. Cancellation**
- 10.1 You are free to cancel this Agreement at any time before We begin to provide any Services We have agreed with You as soon as is reasonable in the 14 Calendar Days of Our acceptance of this Agreement.
- 10.2 Once We have begun to provide the Services and this Agreement has been terminated <<Insert Period>> after the Initial Period] by giving Us notice, You are free to cancel the Services. If You have made any payment to Us for the Services, these sums will be refunded to You as soon as is reasonable in any event within 14 Calendar Days of Our acceptance of this Agreement. If You have not yet paid for the Services, We have provided Services that have not yet been provided, these sums will be deducted from any refund due to You.

SAMPLE

Thank You for those sums and You will
with Clause 4.

- If the Services and this Agreement, You have made any payment to Us, these sums will be refunded to You in any event within 14 Calendar Days. If We have provided Services, the sums will be deducted from any refund We owe You on Your invoice for those sums and You will remain bound by Clause 4. If You cancel the Services pursuant to 3.0.3.1, You will not be required to refund the sums. You are not required to give <<Insert Period>>

- in any material way and have failed
at Period>> of You asking Us to do

- administrator or receiver appointed

- es due to an event outside of Our
or

- this Agreement to Your material

- to this Agreement before We begin to use the Services of any required personnel or materials, or before We begin to exercise of Our reasonable control. If such a condition exists, You as soon as is reasonably practicable inform Us for any Services We have not yet provided to You as soon as is reasonably practicable, no later than 30 Days of Us informing You of the

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g You <<Insert Period>> written
Us for any Services We have not
to You as soon as is reasonably
ar Days of Our cancellation notice.
not yet paid for, the sums due will
if no refund is due, We will invoice
d to make payment in accordance

- of the Services and this Agreement. If You have made any payment to us, these sums will be refunded to You in any event within 14 Calendar Days of the date of the termination of the provided Services that You have requested. You will not be entitled to any refund due to You or, for those sums and You will be bound by Clause 4. We will not be liable for these circumstances:

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11. Communication and Con

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<Insert Period>> of Us asking You

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terminating Party (i.e. You under
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at <<Insert Email Address>>.

Us in writing (as stated in various
contacting Us in writing You may

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ant to hear from You if You have

with Our complaints handling policy
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f Your dealings with Us, including,
vices, please contact Us in one of

t Name and/or Position and/or

t Name and/or Position and/or
ss>>.]

g the instructions included with the

<Insert Telephone Number>> [and
when prompted.]]

rotection)

(including, but not limited to, Your
and held in accordance with the
nd Your rights under that Act.

es;

- 13.2.3 inform You of the services available from Us. You may request that We provide this information at any time;
- 13.3 We will not pass on Your information to any other third parties [without first obtaining Your permission].

14. Other Important Terms

- 14.1 We may transfer (assign) all or part of our rights under this Agreement to a third party (this may occur if We sell Our business). If this occurs You will be notified in writing. Your rights under this Agreement will not be affected. Your obligations under this Agreement will remain bound by them.
- 14.2 You may not transfer Your obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).
- 14.3 This Agreement is binding on the person or third party who signs it. No person or party will be entitled to enforce any provision of this Agreement if it is not intended to benefit any other person or party.
- 14.4 If any of the provisions of this Agreement are found to be unlawful, invalid or unenforceable by a court of law or other authority, that / those provision(s) will be removed. The remainder of the Agreement shall remain valid and enforceable.
- 14.5 No failure or delay in performing any of our respective rights or obligations under this agreement shall constitute a waiver. A waiver by Us or You of a breach of this Agreement means that either Party will waive any further breach of the same or any other provision.

15. Governing Law and Jurisdiction

- 15.1 This Agreement shall be governed by, and construed in accordance with, the law of England and Wales.
- 15.2 Any dispute, controversy or claim between You and Us relating to this Agreement shall be referred to the jurisdiction of the courts of England, Wales, Scotland or Ireland, as determined by Your residency.

SIGNED for and on behalf of the Livery Company of
<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the C
<<Name and Title of person signing

Authorised Signature

Date: _____

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The Services

<<Insert a detailed specification of the services to be provided by the Livery Yard Owner to the Client. The list below is by way of example and must be modified to suit the circumstances>>

	Service	
1	We will provide safe stabling for the Horse with adequate ventilation and drainage.	
2	We will provide sufficient hard standing and bedding for the Horse.	
3	We will check on the Horse regularly and will carry out basic grooming as and when required.	
4	We will feed the Horse regularly and carry out mucking out and bedding down.	
5	We will turn the Horse out to graze (in suitable weather conditions are suitable) and bring the Horse in. Rug changes as and when necessary.	
6	We will pick out the Horse's feet regularly.	
7	If We consider the Horse to require veterinary or farrier treatment, We will make all reasonable attempts to arrange such treatment (if immediate destruction is essential for humanitarian reasons). If such treatment is not available, We may engage a vet or farrier on Your behalf and authorise them to do so.	

The Client's Responsibilities

<<Insert a detailed description of the responsibilities of the Client, by way of an example only and must not be taken as a statement of fact>>

by the Client. The list below is by way of an example only and must not be taken as a statement of fact>>

	Task	
1	You must comply with any rules and policies in place at the livery yard.	
2	You may visit the livery yard only during office hours.	
3	During Your visits You may only use the facilities where facilities are listed>>.	as: <<insert list or refer to document>>.
4	Before taking the Horse from the livery yard You must inform Us of the timing of the Horse's departure and expected return.	
5	You must exercise the Horse in accordance with the instructions of the Veterinarian.	
6	You are responsible for thorough grooming and care of the Horse.	
7	You are responsible for appropriate feeding of the Horse.	
8	You must provide and maintain the Horse's equipment which is no longer fit for use.	You must replace the Horse's equipment when they are no longer fit for use.
9	You must provide, fit, clean, maintain and replace the Horse's equipment for the Horse.	
6	You must arrange and pay for the Horse's treatment with the Horse, including vets, farriers and horse dentists.	
7	You must arrange and pay for the Horse's treatment with the Horse, including vets, farriers and horse dentists.	
8	You must arrange and pay for the Horse's treatment with the Horse, including vets, farriers and horse dentists.	
9	You must arrange and pay for the Horse's treatment with the Horse, including vets, farriers and horse dentists.	
10	You are responsible for maintaining the Horse and any tack and equipment.	
11	You must maintain public liability insurance of a minimum amount of £<<amount>> million against liability to third parties for injury or damage caused by the Horse or arising from the Horse's escape. You must ensure that the terms of the policy are consistent with this Agreement. You must comply with the terms of the policy. You must give Us a copy of the policy if We request it.	
12	You must indemnify Us against any claim made against Us or be covered by a normal insurance policy on the Horse of the type required by Us.	

The Price

<<Insert full details of the Price paid including all agreed sums and due dates>>

1. The fee for provision of the <<Amount>> per month. The fee is payable on <<e.g. 1 January Month>>.
2. This fee will be reviewed on the anniversary of this Agreement] **OR**
3. If We provide any additional services at Your request or because You have failed to comply with Your obligations, these will be charged at Our standard rates (available on request) and must be invoiced to You. The invoice must be paid within [seven] days of receipt of the invoice.
4. If We have incurred vet's fees for an urgent referral where We were unable to arrange the treatment, You must pay or reimburse the fee within [seven] days of receipt of the relevant invoices.
5. If You or the Horse cause damage to Our property, equipment or facilities (excluding normal wear and tear) it will be invoiced to You and must be paid within [seven] days of receipt of the invoice.