DATED

(1) <<Livery Yard Owner>>

(2) <<Cli>ent>>

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 an	v da	v of the	vear:

["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.



- 1.8 Each reference to a
- 1.9 References to person

2. Information About Us

- 2.1 [Our VAT number is
- 2.2 **I**We are a British He
- 2.3 [We are a member
- 2.4 [<<Insert further info

3. The Contract

- 3.1 This Agreement go contract between U that You have reak Agreement, please
- 3.2 A legally binding of mutual acceptance Agreement.
- 3.3 By signing this Ag given or made avail information is alread
 - 3.3.1 the main cha
 - 3.3.2 Our identity below in Cla
 - 3.3.3 the total Prices is manner in w
 - 3.3.4 the arranger
 - 3.3.5 Our compla
 - 3.3.6 the duration is of indeter conditions for

4. Price and Payment

- 4.1 The Price payable f
- 4.2 All Prices shown in between the date of adjust the rate of V. Prices where We have
- 4.3 [Before We begin Deposit. We may outstanding when to details of cancellations.]
- 4.4 The balance of the basis in [advance] (

clude the plural and vice versa.

e other gender.

bns.

>.]

entre.]

ssociation(s) etc.>>.1

services by Us and embodies the ng this Agreement, please ensure re unsure about any part of this

d You will be created upon our cated by Us and You signing this

reby acknowledge that We have information (save for where such text of the transaction):

es:

2) and contact details (as set out

ding taxes or, if the nature of the not be calculated in advance, the

d performance of the Services;

e applicable, or if this Agreement be extended automatically, the

d in Schedule 3.

VAT. If the rate of VAT changes ne date of Your payment, We will changes in VAT will not affect any ment in full from You.

You will be required to pay the Deposit to settle any invoices ted. Please refer to Clause 10 for

a <<Insert Interval e.g. Weekly>> rovision of the Services.

4.5 We accept the follow

- 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
- 4.6 [Credit and/or debit charged>>.]
- 4.7 If You do not make invoice, We may on the control of the contr
- 4.8 The provisions of su Us to dispute an in dispute is ongoing.

5. Providing the Services

- 5.1 As required by law care, consistent with with any information
- 5.2 We will begin provid
- 5.3 We will provide th Services are cancel
- 5.4 We will make every with the specification for any failure to prople Please see Clause
- 5.5 If We require any in to provide the Serv possible.
- 5.6 If the information, d Clause 5.5 is dela responsible for any from Us because of information, We ma
- 5.7 If You do not pay suspend the Service happens, We will in charge You interest

6. Your Obligations

 You must provide U Our provision of the details. S

quired>>.

Insert point at which a card will be

ue date as shown on the relevant the overdue sum at the rate of per annum above the base lending time. Interest will accrue on a intil the actual date of payment of judgment. You must pay any

oly if You have promptly contacted interest will accrue while such a

ervices with reasonable skill and and standards, and in accordance e Services and about Us.

Start Date.

l Period and thereafter until the lause 10.

ovide the Services in accordance inot, however, be held responsible vent outside of Our control occurs. ur control.

roval or consent from You in order of this as soon as is reasonably

sent required from You under suberwise incorrect, We will not be esult. If additional work is required ovision of incomplete or incorrect ble additional sum for that work.

required by Clause 4, We may all outstanding sums due. If this This does not affect Our right to

out the Horse that is necessary for vaccination records and medical

- 6.2 You must perform the
- 6.3 If You fail to perforn the work on Your be
- 6.4 Any problems arisi obligations under th

7. Problems with the Servic

- 7.1 We aim to provide problem with the stream reasonably possible
- 7.2 We will use reaso quickly as is reason
- 7.3 We will not charge a problems have bee contractors or wher been caused by ir taken by You, sub necessary additional
- 7.4 As a consumer, Yo services. For full de it is recommended Trading Standards skill and care, You not possible or don You have the right line with informatio right to request rep reasonable time w information about U You have the right t repeat the Services You for the same performance. In ca up to the full Price a result in a full or par delay (and in any ev We agree that You method originally us

8. Our Liability

- 8.1 We will be responsible suffer as a result negligence (including or damage is forest negligence or if it is We will not be responsible.
- 8.2 We provide Servid Agreement, You a purposes. We will interruption to busin
- 8.3 Nothing in this Agr

Schedule 2.

this Agreement, We may carry out to You.

or delay in complying with Your Our responsibility or fault.

ts

service. If, however, there is a at You inform Us as soon as is ntact Us in writing in this case)].

problems with the Services as

ms under this Clause 7 where the Our agents or employees or sub-We determine that a problem has nformation or action provided or nd We may charge You for any

ts with respect to the purchase of and guidance on exercising them, local Citizens Advice Bureau or form the Services with reasonable t repeat performance or, if that is me without inconvenience to You. the Services are not performed in d about them. You also have the at is not possible or done within a You (or if Our breach concerns the performance of the Services). for any reason We are required to r legal rights, We will not charge v and all costs of such repeat tion applies, this may be any sum eady made payment(s) to Us, may unds will be issued without undue Davs starting on the date on which and made via the same payment quest an alternative method.

e loss or damage that You may Agreement or as a result of Our , agents or sub-contractors). Loss is consequence of the breach or d Us when the contract is created. mage that is not foreseeable.

mers only. By entering into this use the Services for business iny loss of profit, loss of business, siness opportunity.

e or limit Our liability for death or

personal injury cau agents or sub-contr

- 8.4 Nothing in this Agroperform the Servicinformation provided
- 8.5 Nothing in this Agr consumer. For mo Citizens Advice Bur

9. Events Outside of Our Co

- 9.1 We will not be liab under this Agreeme beyond Our reason power failure, inte industrial action by flood, storms, earl actual), acts of war for war), epidemic of Our reasonable con
- 9.2 If any event descril affect Our performa
 - 9.2.1 We will infor
 - 9.2.2 Our obligati limits that W
 - 9.2.3 We will infor provide deta necessary;
 - 9.2.4 if an event of Agreement, under sub-C
 - 9.2.5 if the event Period>> we Our right to cancellation. will be paid to within 14 Ca

10. Cancellation

- 10.1 You are free to can time before We beg for any Services W You as soon as is Days of Our accept
- 10.2 Once We have be Services and this A <<Insert Period>> any Services We has soon as is reaso of Our acceptance You have not yet page 10.2.

(including that of Our employees, udulent misrepresentation.

e or limit Our liability for failing to e and skill or in accordance with es or about Us.

de or limit Your legal rights as a rights, please refer to Your local s Office.

lay in performing Our obligations elay results from any cause that is ses include, but are not limited to: illure, strikes, lock-outs or other other civil unrest, fire, explosion, acts of terrorism (threatened or threatened, actual or preparations or any other event that is beyond

occurs that is likely to adversely ions under this Agreement:

onably possible;

nt will be suspended and any time tended accordingly;

outside of Our control is over and mes or availability of Services as

curs and You wish to cancel this rdance with Your right to cancel

continues for more than <<Insert is Agreement in accordance with se 10.6.3 and inform You of the ou as a result of that cancellation sonably possible, and in any event ellation notice.

Agreement without notice at any purchase made any payment to Us these sums will be refunded to in any event within 14 Calendar

ces, You are free to cancel the fter the Initial Period] by giving Us ave made any payment to Us for ese sums will be refunded to You ny event within 14 Calendar Days We have provided Services that be deducted from any refund due

to You or, if no refu be required to make

10.3 If any of the followir immediately by givin for any Services W You as soon as is Days of Our accept that You have not y due to You or, if no will be required to recause of Our bremake any payments notice in these circu

- 10.3.1 We have bre to remedy th so in writing;
- 10.3.2 We enter int over Our ass
- 10.3.3 We are unal control (as u
- 10.3.4 We wish to disadvantag
- 10.4 We may need to oproviding them due due to the occurrer cancellation is need possible. If You hayet provided, these possible, and in any cancellation.
- 10.5 Once We have been and this Agreemer notice. If You have yet provided, these possible, and in any If We have provided be deducted from a You for those sums with Clause 4.
- 10.6 If any of the followir immediately by givi Us for any Services You as soon as is Days of Our cancel not yet paid for, the if no refund is due required to make prequired to give <<l
 - 10.6.1 You fail to n does not aff sub-Clause

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

If the Services and this Agreement fou have made any payment to Us I, these sums will be refunded to I in any event within 14 Calendar In. If We have provided Services will be deducted from any refund voice You for those sums and You ance with Clause 4. If You cancel 0.3.1, You will not be required to required to give <<Insert Period>>

any material way and have failed t Period>> of You asking Us to do

dministrator or receiver appointed

es due to an event outside of Our

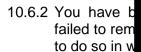
this Agreement to Your material

this Agreement before We begin equired personnel or materials, or of Our reasonable control. If such You as soon as is reasonably Us for any Services We have not to You as soon as is reasonably at Days of Us informing You of the

es, We may cancel the Services g You <<Insert Period>> written Us for any Services We have not to You as soon as is reasonably at 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

I the Services and this Agreement You have made any payment to ed, these sums will be refunded to in any event within 14 Calendar provided Services that You have ed from any refund due to You or, for those sums and You will be with Clause 4. We will not be these circumstances:

as required under Clause 4 (this interest on overdue sums under



10.6.3 We are unal control (for a

10.7 For the purposes of 10.6.2) a breach o minimal or trivial in sub-Clause 10.3.1 a not a breach is mat accident, mishap, m

11. Communication and Con

- 11.1 If You wish to conta telephone at <<Inse
- 11.2 In certain circumsta Clauses throughout use the following m
 - 11.2.1 by email at <
 - 11.2.2 by pre-paid

12. Complaints and Feedbac

- 12.1 We always welcom all reasonable ende Ours is a positive of any cause for comp
- 12.2 All complaints are hand procedure, ava
- 12.3 If You wish to comp but not limited to, the the following ways:
 - 12.3.1 [In writing, Departments
 - 12.3.2 [By email, Departments
 - 12.3.3 [Using Our of form;]
 - 12.3.4 [By contacting choosing op-

13. How We Use Your Person

- 13.1 All personal informa name and address provisions of the Da
- 13.2 We may use Your p
 - 13.2.1 provide the
 - 13.2.2 process You

t in any material way and have Insert Period>> of Us asking You

es due to an event outside of Our n sub-Clause 9.2.5).

barticular, sub-Clauses 10.3.1 and considered 'material' if it is not terminating Party (i.e. You under e 10.6.2). In deciding whether or d to whether it was caused by anying.

omplaints, You may contact Us by at <<Insert Email Address>>.

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

⊦: or

y Name>>, <<Insert Address>>.

tomers and, while We always use our experience as a customer of ant to hear from You if You have

ith Our complaints handling policy tion(s)>>.

Your dealings with Us, including, vices, please contact Us in one of

Name and/or Position and/or

: Name and/or Position and/or ss>>:**1**

the instructions included with the

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

otection)

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

es;

13.2.3 inform You or request that

13.3 We will not pass [without first obtaini

14. Other Important Terms

- 14.1 We may transfer (as third party (this ma occurs You will be Agreement will not be transferred to the
- 14.2 You may not train Agreement without unreasonably withh
- 14.3 This Agreement is to person or third party enforce any provision
- 14.4 If any of the provisi otherwise unenfore provision(s) will be The remainder of the
- 14.5 No failure or delay under this agreeme by Us or You of a b Party will waive any

15. Governing Law and Juris

- 15.1 This Agreement a contractual or othe with English Law.
- 15.2 Any dispute, contro to this Agreement contractual or othe England, Wales, \$\footnote{3}\$ residency.

SIGNED for and on behalf of the L <<Name and Title of person signir

Authorised Signature

Date:

vices available from Us. You may s information at any time;

nation to any other third parties ion].

d rights under this Agreement to a if We sell Our business). If this writing. Your rights under this igations under this Agreement will ain bound by them.

ligations and rights under this hission (such permission not to be

s not intended to benefit any other nerson or party will be entitled to

re found to be unlawful, invalid or other authority, that / those the remainder of this Agreement. d and enforceable.

ising any of our respective rights has been waived, and no waiver this Agreement means that either e same or any other provision.

etween You and Us (whether by, and construed in accordance

aim between You and Us relating between You and Us (whether the jurisdiction of the courts of reland, as determined by Your

ner>>

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

Authorised Signature

Date: _____

The Services

<<Insert a detailed specification o the Client. The list below is by w circumstances>>

	Service
1	We will provide safe stabling
2	We will provide sufficient hard
3	We will check on the Horse when required.
4	We will feed the Horse regula
5	We will turn the Horse out to the Horse in. Rug changes ar
6	We will pick out the Horse's for
7	If We consider the Horse to make all reasonable attempt for humanitarian reasons). If farrier on Your behalf and aut

rided by the Livery Yard Owner to and must be modified to suit the

ent ventilation and drainage.

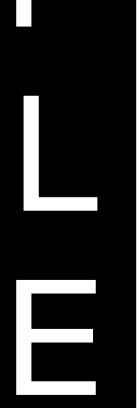
nd bedding for the Horse.

Il carry out basic grooming as and

/ mucking out and bedding down.

er conditions are suitable) and bring ne where necessary.

erinary or farrier treatment, We will immediate destruction is essential tact You, We may engage a vet or recommend.

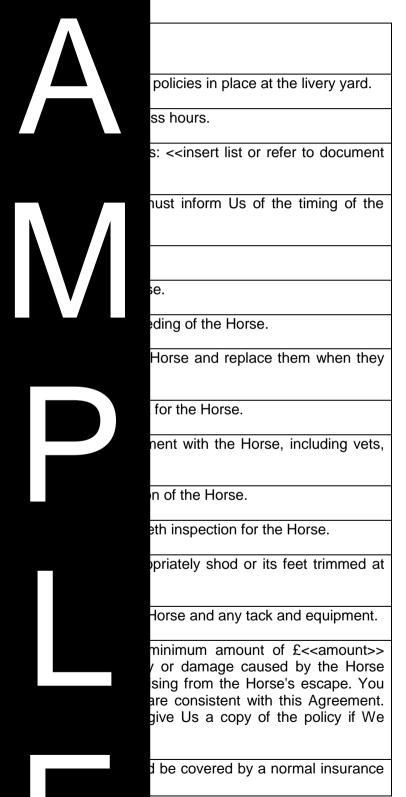


The Client's Responsibilities

<< Insert a detailed description of way of an example only and must

	Task
1	You must comply with any rul
2	You may visit the livery yard o
3	During Your visits You may where facilities are listed>>.
4	Before taking the Horse from Horse's departure and expect
5	You must exercise the Horse
6	You are responsible for thoro
7	You are responsible for appro
8	You must provide and maintage are no longer fit for use.
9	You must provide, fit, clean, n
6	You must arrange and pay for farriers and horse dentists.
7	You must arrange and pay for
8	You must arrange and pay for
9	You must arrange and pay for intervals advised by a register
10	You are responsible for maint
11	You must maintain public li million against liability to thin including any liability under to must ensure that the terms of You must comply with the terequest it.
12	You must indemnify Us agair policy on the Horse of the typ

by the Client. The list below is by cumstances>>



The Price

<<Insert full details of the Price particles

- The fee for provision of the The fee is payable on <<e.
- 2. This fee will be reviewed [<<Insert Date e.g. 1 Janua
- If We provide any addition failed to comply with Your standard rates (available o paid within [seven] days of
- If We have incurred vet's referral where We were u pay or reimburse the fee relevant invoices.
- If You or the Horse cause (excluding normal wear and be paid within [seven] days

ncluding all agreed sums and due

nount of £<<Amount>> per month. Month>>.

iversary of this Agreement] OR

our request or because You have ment, these will be charged at Our oiced to You. The invoice must be

her costs arising from an urgent arrange the treatment, You must n [seven] days of receipt of the

property, equipment or facilities r will be invoiced to You and must