

THORPE FARM REHABILITATION AND FITNESS

Thorpe Farm
Great Smeaton
Northallerton
North Yorkshire
DL6 2EZ

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CONTRACT FOR THE SUPPLY OF LIVERY AND REHABILITATION SERVICES

This Agreement is made on the _____ day of _____ 2022

BETWEEN:
Thorpe Farm Rehabilitation and Fitness
Thorpe farm
Great Smeaton
Northallerton
North Yorkshire
DL6 2EZ

(The Yard)

and

OWNER (Name and Address)

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(Please note the Owner is the owner of the horse or the person to which the horse has been loaned and wishes to engage the Yard to carry out the Services in respect of the horse in accordance with this Agreement. Any change of personal details must be given in writing within seven (7) working days)

TERMS AND CONDITIONS



The Yard and the Owner agree as follows:

1. THE DUTIES OF THE YARD

- 1.1 The Yard shall at all times 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.
- 1.2 The Yard shall at all times 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 (these being 7am – 7pm) and at such other times as the Yard and Owner may agree from time to time.
- 1.3 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 the care and welfare of horses, including policies on vaccination and worming and other relevant matters.
- 1.4 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, access to rehabilitation facilities
- 1.5 Intense care and monitoring for emergency medical conditions such as colic can not be catered for and admittance to a local clinic would be undertaken. All attempts for contacting you in the emergency situation will be made but in the event of an emergency where you are uncontactable you give permission to Thorpe farm for making immediate stabilisation decisions.

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 1 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 All horses are required to have a Passport which should be presented upon arrival and must be up-to-date with all the necessary vaccinations. All horses must also have a minimum of third party liability insurance in place.
- 2.3 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. The Owner agrees that in the event of an emergency, if they cannot be contacted, that they give a representative of the Yard permission to call a veterinary surgeon on their behalf, who may need to administer euthanasia. Any costs arising from such an event are the responsibility of the Owner and not of the Yard or any of its representatives.
- 2.4 The Owner shall at all times 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.
- 2.5 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.
- 2.6 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.

2.7 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 which will be billed by way of monthly invoice in arrears.

3.2 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.

3.3 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 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 week.

4.2 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 HORSE

Name:

Age:

Gender:

Colour:

Reason for Rehabilitation:

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Rehabilitation facilities that the horse will use whilst in the care of the Yard:

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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:

Emergency Contact Details

Name:

Telephone Number:

Mobile Number:

Address:

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Additional information relevant to care of horse e.g. known vices, any medical conditions and special requirements including all illnesses/injuries relating to the horse:

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Signed: **Dated:**

On behalf of Thorpe Farm Rehabilitation and Fitness

Signed: **Dated:**

Owner