



LIVERY CONTRACT

Client Name	
Address	
Contact No	
Mobile	
Email	
Horse Name	
Description	
Owner if not the Client	
Address	
Contact No	
Email	
Arrival Date	
Departure Date	

I/We confirm that I/We have read, understood and agree to the general conditions of Livery and stable rules, and agree to abide by the rules / conditions contained therein.

SIGNATURE (Parent or Guardian if under 18)

Signed _____ Print Name. _____ Client _____

Signed _____ Print Name _____ YEC _____

Date _____



Yorkshire Equestrian Centre General Terms and Conditions of Livery

1. Definitions:

We / Us Yorkshire Equestrian Centre (YEC). Yorkshire EC is the trading name for Yorkshire Equestrian Livery, Yorkshire Equestrian Riding, Wom Horses Ltd and Gemma Womersley.

Client / Persons with whom contract for Livery is
You/Your/ entered into by Yorkshire Equestrian Centre.
The livery

Liveries Fellow Yorkshire Equestrian Centre Clients.
Horse Horse or Pony to be kept on Livery
Contract Agreed conditions of Livery

2. Limitation of Liability

YEC shall not be liable for the death or personal injury of the Client, Horse or third party unless it is deemed by law due to the negligence of YEC. YEC nor any of its agents, employees or representatives shall have no liability for damage to property, consequential losses or expenses suffered, which includes but is not limited to loss of anticipated earnings, profits, goodwill, reputation, business receipts or contracts, losses or expenses resulting from a claim.

3. **This contract is personal to you and is not transferable.**

4. Insurance

YEC is not responsible for the insurance of the horse or any other property of the Client. YEC requires all horses have at public liability / third party liability insurance. Please ensure that your policy provides cover against any damage to YEC Property associated with you, your horses. Client are advised to insure tack and / or equipment. Clients tack and / or any equipment is NOT insured with YEC.

Clients must provide copies of insurance to YEC and supply copies when insurance is renewed.

Any Vehicles/Trailers left at the property are entirely at the Clients / Visitors risk. YEC does not cover any insurance on any equipment/vehicle/trailer/horse.

5. Payment

1. Livery is payable one month in advance and payment must be made cleared funds by the last day of every month. Clients failing to settle an account should note that YEC reserve the right to

have a general lien on the Horse and all equipment with it, kept with YEC.

Late payment will be charged £5.00 per day, for every day late, until payment, if nonpayment is prolonged, the livery service shall be automatically reduced to Basic DIY until full cleared payment is made. Only the grazing facility will be provided on basic DIY livery.

There will be no reduced livery rate whilst on basic DIY livery.

2.If for non - payment, the debt may be handled over for collection and the Client will be liable for all cost appertaining to this debt.

Goods, materials and livestock can be retained by YEC (or sold) for non - payment. Alternatively, YEC reserve the right to return the horse to the address stated on the Client's Livery Contract to prevent debt rising and shall seek legal action to resolve outstanding monies.

Should the Livery charges remain outstanding by the time a next month payment is due, and no alternative written arrangement has been authorised by YEC, we may choose to terminate the contract with immediate effect, which no further permission for a clients horse to remain on the property.

3.If for any reason a Horse needs to be temporarily taken away from YEC, i.e., veterinary treatment, the Full Livery costs are payable for the first 7days, thereafter 75% will be charged. This will ensure that your place within YEC is held open until the Horse returns. DIY price will remain unchanged.

4.Any outstanding invoices must be settled before your horse leaves YEC.

6. Termination of Contracts

1. 1 Month Probation Period. All new clients will be required to serve this period from the date of arrival to ensure they and their horses are indeed suitable for livery at YEC.

2. Throughout this period either party can terminate the contract with immediate effect.

DIY Liveries, YEC or the Client may terminate the Agreement by providing ONE MONTHS notice in writing. Full Liveries, YEC or the Client may terminate the Agreement by providing TWO MONTHS notice in writing. If YEC believes the Client has behaved in inappropriately, we reserve the right to terminate the Agreement immediately. Notwithstanding the cause of termination of the Agreement, all sums due to YEC shall be paid, by cleared funds, prior to the removal of the horses(s) by The Client. Any equipment left behind once a livery has left the yard, may, be held for no longer than 24hrs, after this time it shall be disposed of. Should a livery chose to leave within the notice period, an agreement must be made in writing for the collection date of any remaining equipment, without this, the 24hr rule will be applied.

7. Types of Livery

1.Basic Livery - For late or non-payment only.

Livery includes Grazing only. (no arena/s use or hacking use of the property)

2.DIY Livery.

Livery includes Stable, Grazing, and use of facilities when available.

3.Part Livery (Monday to Fri DIY, Sat & Sun DIY)

Livery includes Stable, Grazing, use of facilities when available. Feeding (Hay and watering, muck out, turnout and bring-in. One welfare rug change if necessary (weather conditions, does not include stable to turnout rugs or vice versa). Except Christmas Day and New Year's Day. DIY only on these days. Owners are required to cover YEC staff holidays. In such instance livery fees

with be amended as appropriate. Owners are expected to maintain a clean environment when attending and exercising their horses, stables must be maintained and mucked out to the same standard expected of YEC on the DIY days. Stables not adequately mucked out on the DIY days, may incur further charge, or if such becomes a regular occurrence part livery services may be removed from availability to the Client.

4.Full Livery.

Livery includes Stable, Grazing, use of facilities when available. Feeding (Hay and watering, muck out, turnout and bring-in. One rug change if necessary (weather conditions, does not include stable to turnout rugs or vice versa). Except Christmas Day and New Year's Day. DIY only on these days. Owners are required to cover YEC staff holidays. In such instance livery fees will be amended as appropriate. Owners are expected to maintain a clean environment when attending and exercising their horses.

Hay and Haylage daily amounts will be charged per KG to the Client. Haylage may not be available during the summer months when the horses are mainly out at grass.

8. Additional General Livery Terms

1.YEC will decide which stable and or grazing will be allocated to the Horse. Where possible and suitable the special needs and wishes of a Client will be accommodated. If a horse or pony is stabled in a larger stable than actually required, it may be required to move to a smaller suitable stable should a larger horse arrive.

Grazing is available 24/7 throughout the summer months. All horses are stabled at night from the 1st November until approximately 30th April. This is dependant on land, weather and sufficient grazing conditions. Winter Turnout is limited to smaller fields and may be withdrawn if the weather conditions are excessive as to increase risk of horse injury or to damage the fields for continued use. In the event of dry weather limiting grass growth, it may be necessary for the owner to provide additional feed or stable the horse at times.

All Clients are expected to have completely cleared their allocated field of all manure at least every 3 days. Along with the removal of any ragwort in the field.

2.YEC are not responsible for the daily welfare of horses on DIY or Basic Livery. It is the Client's responsibility to provide daily checks and the correct welfare to their Horse(s). Failure to do so will incur charges as a result of YEC providing any missed checks by Client. All Owners must ensure that their horses have had attention by 9.45am when stabled. Failing to do so will incur the associated with YEC Staff providing such attention & care.

3.Any damage to the proprietors property, equipment or machinery etc by the Client or their Horse (e.g. from crib biting the fences, crashing through fencing, chewing Stabling, damage to equipment, property etc.) will be charged to the Client, please ensure that you are covered by your insurers at all times. A lack of coverage will not mean no charges or damages.

4.YEC accepts no liability for any injury caused by the Client's Horse to another Livery Horse (e.g. kick, bitten, chewed mane/tail etc.) all Clients must provide a copy public liability insurance to YEC on renewal. Any costs occurred by any event must be dealt with between the Client and Fellow Livery. Liveries must notify YEC of any known history or behaviour of the horse prior to arriving and at any time such information would be relevant.

5. Any liveries offering another fellow livery with assistance or care must ensure that both parties

are suitably competent to do so. We recommend that your insurers are notified that you offer help. If any payment of any sort is arranged we advise that you check with your insurer for any exclusions in your policy. Anyone riding, exercising or handling a Liveries horse outside of YEC Staff must do so at the risk of themselves and/or the Horse's owner. YEC will accept no responsibility or liability over the actions of third party care.

The livery must ensure anyone using the horse is insured under their own Third Party / Public Liability insurance.

6. Freelance Services. YEC provides a list of vetted Freelance Grooms. You must book these services direct with each Freelancer. YEC have no involvement with services solicited between parties. Only to ensure that the yard rules and terms are adhered to.

If you wish a book a Freelancer not vetted by YEC, you must provide proof that they suitably insured and ensure that our strict bio security measures are adhered to at all times. If they cannot meet those obligations they will not be given permission to enter the yard or handle horses. We reserve the right at all times to deny access to the property to any outside service personnel. Check with YEC before booking any outside services.

7. No straw, rapeseed, full flaked shavings based bedding is allowed on the premises. For allergy precautions and manure heap maintenance.

Deep Litter Bedding System Liveries using this system will be expected to remove the wet bedding at least bi-monthly. YEC reserve the right to ask a livery to remove the deep littered bedding on a more regular basis.

Liveries must keep their stables in a hygienic and tidy state at all times. Any stables that are left in a poor condition, i.e. bedding or cleanliness will be given a warning followed by YEC taking any necessary steps to improve the condition, any work by YEC will be charged to the Client accordingly.

All stables should disinfect at least the minimum of the front area of their stable weekly/bi-monthly whilst their horses are stabled. Failing to do so may incur a charge for YEC Staff doing so. We recommend the use of Jeyes Fluid, Aqueous Stable Disinfectant, Virkon S

If the yard enters into a quarantine situation with an horse showing signs of ill health. All liveries must participate in whatever means are required to free the yard of any illness or disease including any health checks, treatments or disinfecting procedures to their horse at the Client's cost. Should a Client not participate in the appropriate requirement made by YEC, in the interest for firstly the other horses welfare and of the business, the YEC will terminate all livery facilities and services with immediate effect, owners will be required to remove their horse within a maximum of 24 hrs. In the case of any the yard having to seek veterinary advice, the advice will be taken of YEC's own vets of Forest House and Rainbow Equine Hospital.

YEC will provide general public and livery use disinfectant for around the yard areas.

Clients must ensure that they jet wash their allocated stables at least at the end of every summer and every winter. Those that do not have access to a jet washer can book the service with YEC at a charge.

8. Any liveries having any feed/bedding etc. Delivered to the yard must be available to take delivery, unload and store safely.

9. Any Clients equipment left out or not stored correctly will, be disposed of with no

reimbursement.

10. All Clients must ensure they maintain a safe clean and tidy environment at all times and help maintain the tidiness of all livery areas not just the areas for your own allocated use. The Centre is attended with Riding & Event Centre visitors and we aim to keep a high presentation at all times. As the centre is licensed under the Riding Establishments Act we are open to unannounced inspection from Council or Vet Inspector. **Any clients failing to tidy up after themselves will be charged a fee accordingly, for YEC staff to finish off for them.**

11. Disinfectant sprays are located around the yard. We ask all Clients to very regularly disinfect all tack and equipment for your horse and the horse itself. Help and advice on disinfectant procedures is available from staff at all times.

12. Clients must disclose all known issues (health or behavioural) with their horse at the time of arrival and details of previous yards the horse has been residing at.

13. All handling for treatments must be booked in advance with YEC. No assumptions of availability must be made.

14. No fixtures, fittings to be installed without prior permission of YEC. Name plaques are not permitted on stable doors. Equipment is not to be left outside of stables.

15. Clients must ensure that any persons under the age of 16 years wear suitable protective clothing when handling or near the horses, including a secured hat conforming to current standards We strongly recommend ALL persons wear protective clothing and a riding hat whilst handling any horse. We strongly advise that all handlers do not wear flip-flops, trainers, high heels or slippers.

All persons mounted at any time MUST wear a secured hat to current standard. No persons under the age of 16years must be left unattended at the premises unless written consent by YEC has been provided. We will not be responsible for the supervision of Client's Children, and it remains the responsibility of the parent or guardian to ensure the rules, and safety for the child are adhered to.

16. Dogs are welcome on the premises but must be kept on a lead at all times, be sensible around horses, not enter the riding arenas. They must not disturb other horses or Clients. Any dog known to have any issues with horses or that has been known to show aggression must not under any circumstances be allowed on the yard. Any dog left unattended or causing disturbance, the client/handler will be asked to remove it from the yard.

All dog poop must be cleared up immediately. Failure to do so will incur cleaning costs and ban from yard in future.

17. All Clients must refrain from discussions with any persons outside of YEC about any private matter or a business matter, along with discussions containing private or business horses owned or loaned by YEC / G Womersley. This includes on Social media. It also extends to Clients should they leave YEC.

Permission must be sought by the Owner to discuss any livery owned horse with any third party. Excepts to both instances will be in the event of Court/Insurance requirements. Clients must check any photos posted publicly do not contain other liveries, or they're horses, YEC horses, tack, feed rooms, fields, trailers etc without permission on each occasion.

9. Facilities

1. Liveries on all packages (except basic livery) are permitted to use their own allocated stable, field and storage area.

Use of the arenas are free unless the Livery is using for a lesson/training with an outside Instructor / Helper for this an Arena hire Fee will be charged.

Liveries wishing to use the Quarry Arena must check with Staff that it is available for them to do so. A list of daily arena hires are available from the website. Liveries must only use the arena if they have confirmed that no external hire, or lesson is taking place.

2. All Arenas must be well looked after by Liveries, all droppings must be cleared without exception. Jump and other equipment must be put back neatly and securely. The Competition poles must not be used as ground/trot poles.

3. Lunging is only permitted if the circle working area is kept moving around the arena and not in one place. Lunging in one area will damage the surface and membrane. Lunging is not permitted in the Quarry Arena.

4. No hay/haylage is to be placed in the arenas at any time. Or tied up outside stables.

5. Hot Wash

This is charged as a Pay As You Use Service. Liveries must check the temperature of the shower is suitable and not leave any horse unsupervised. Do not allow the horse to stand on the water pipe. Any damages must be paid for.

6. Solarium

This is charged as a Pay As You Use Service. Liveries must check they have selected a suitable setting. Horses must not be left unsupervised. Any horses known to rear or pull back when tied up must not use the solarium without prior permission from Staff

7. We have a saying "Abused facilities are closed facilities" All facilities must be treated with respect. Failure to look after will result in facilities becoming closed to liveries, short term or long term.

10. Horsebox and Trailer Parking

All vehicles/trailers must be in good condition and roadworthy. They must be parked neatly and in the allocated space. All drivers must be competent at driving and handling these vehicles. If the trailer / vehicle is not parked in the allocated space, then you may be charged for Staff moving it into place. YEC do not accept ANY liability or responsibility in any way shape or form for loss, theft, or damages to any Horsebox or Trailer. It is wholly stored at the Property under your own risk. We strongly advise securing the vehicles with suitable anti-theft devices.

11. Equine Dental Treatments

YEC strongly recommends that all Liveries have their horse's teeth checked by EDT at least once per year.

12. Worming

All Horses will be wormed on arrival and placed on our worming and worm count program. Proof of Client worming must be provided.

13. Quarantine

All horses on arrival will be placed on a minimum of TWO WEEKS quarantine. The must be

wormed within 48hr of arrival. They will only be allowed onto quarantine pasture 48-72hrs after worming, providing they pass pre-grazing health checks. Owners may be asked to provide blood or respiratory/Strangles tests at their own cost before arrival and or before horses are allowed out of quarantine. Copies of the results must be provided to YEC from source. We reserve the right to ask any Client whose horse fails to pass the undertaken tests or fail to provide a copy of the results, to remove their horse from the property or undergo treatment with immediate effect, at YEC discretion.

Whilst on quarantine, Clients must not allow their horse to interact or be within respiratory or touching distance of another horse. All persons handling the horse MUST wash their hands and equipment before and after any contact with the horse or its stable.

Clients taking their horse away from the premises for any reason, i.e. hacking, vets, competitions, camps, for whatever timeframe must ensure they do not allow their horse to touch any other horse, share transport, water buckets, haynets etc. Failure to ensure this will result in the horse being required to undertake quarantine procedures on return to the premises. Any overnight stay with your horse will require 2 weeks isolation on return. Anyone failing to adhere to the quarantine rules and procedures will be asked to remove their horse from the premises IMMEDIATELY. No reimbursement for livery will be made.

If the yard enters into a quarantine situation with an horse showing signs of ill health. All liveries must participate in whatever means are required to free the yard of any illness or disease including any health checks, treatments or disinfecting procedures to their horse at the Client's cost. Should a Client not participate in the appropriate requirement made by YEC, in the interest for firstly the other horses welfare and of the business, the YEC will terminate all livery facilities and services with immediate effect, owners will be required to remove their horse within a maximum of 24 hrs. In the case of any the yard having to seek veterinary advice, the advice will be taken of YEC's own vets of Forest House and Rainbow Equine Hospital.

YEC will provide general public and livery use disinfectant for around the yard areas.

14. Vaccinations

All Clients must provide copies of the horses' vaccination record and it is the owners duty to ensure the horse is kept up to date, with all vaccinations. It is a requirement of YEC that all Clients ensure their horses are properly vaccinated for Equine Influenza, Tetanus and Strangles. You may be asked to bring your horses vaccinations in line with Vets advice on best practice in the event of a Bacterial or Viral outbreak.

15. Veterinary Surgeon

1.The practices used by YEC is Forest House (Harrogate) and Rainbow Equine Hospital. All clients are required to register with Forest House, for emergencies.

2.YEC reserves the right to contract a vet at their discretion, the cost of the visit and subsequent treatment to be the responsibility of the Client. All vet costs will be paid direct by the Client, YEC will **not** pay Vet bills on the Clients behalf.

3.All Clients agree that in the event of an emergency, if they cannot be contacted that they give YEC permission to call a vet, who may need to administer euthanasia.

16. Passports

Passports must be kept with the horse and provided to YEC by the Owner for safekeeping. Any

owner wishing to keep their horse's passport must provide photocopies of the passport and sign a disclaimer accepting full liability of any repercussion for not producing the passport within the time frame in the event of DEFRA inspection.

17. A Global Pandemic, Covid-19, Lockdowns and Personal Quarantines.

In such situations that have arisen post the 2019 Covid Virus outbreak, any client that is deemed to require self isolation whether that is because of connections to a positive result or environment, or travel history, we likely be refused entry onto the property. Please make sure that you have made suitable plans for cover for your horse in this situation, wherever possible YEC staff will endeavour to be available to offer such care.

18. Changes to the Terms & Conditions

We reserve the right to alter, add or remove any clause of our Terms and Conditions. Sufficient notice will be provided on each occasion.

19. Price Increases

In the interest of business viability and to operate each year with the same exceptions of service. Our prices are subject to increase each year in April, in line with National Inflation rate. Outside of such and other price increase will be made following a 30 day notice period, with the exception of increases where we have no alternative means of service viability but to pass increases on immediately. In such circumstances, we will endeavour to find a workable solution to a notice period, depending on the increase and what service it may effect.

20. Privacy Policy (GDPR)

We take our privacy policy seriously, as such your personal information will be used solely to administer your account, provide the services you request from YEC and communicate with you regarding your Horse and Livery at YEC. Your data will not be shared with any third parties. By signing these terms and conditions you are consenting for your details to be held on file.

This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

Clients must return this form signed and dated, within 2 working days of arrival. If you require additional time to seek advice on this contact, you must confirm this with YEC. Horses will not be given access to the fields for turnout until completion of the contract for liability purposes. Any damages made by the client or their horses in the interim, the Client has been made aware, this will be deemed as chargeable even without a signed contract in place.

THESE CONDITIONS APPLY TO ALL CLIENTS OF YEC

I have read, understand and agree to abide by these terms and conditions.

Signed..... Print Name.....
Client Client

Signed..... Print Name.....
YEC YEC

Date.....