

Livery agreements

Legal claims against livery yard owners or irresponsible clients are on an increase. It is therefore, sensible to enter into an agreement in the first place, ensuring both parties know who should be doing what.

The following is our guide on standard clauses and issues that parties should consider before entering a 'livery agreement':

Parties	Details of the yard owner and horse owner.
Charges	Livery cost and review dates for an increase. Additional costs, for example: farrier, veterinary and worming. Time limit on when payment is due.
Insurance	Liability of horse remains with owner. Yard owner excludes liability for injury to the horse, loss of tack
Tack and other belongings	Parties decide who is responsible for loss or damage to such items.
Horse passport	Copy to yard owner with right to see original.
Special care	Agreement on any special care required.
Vices	Yard owner informed of any vices the horse may have. If none are apparent, a statement to this effect should be given.
Children/dogs	Exclusion of children or dogs from the yard or parent/owner's responsibility.
Welfare decisions	Decision to put the horse down on veterinary advice if the owner cannot be contacted.
Lien	Yard owner reserves right to retain horse and its belongings until payment of outstanding fees are made. If payment not made, retains power to sell the horse and belongings.
Duties owed by the livery yard owner	Services provided must be provided with reasonable care and skill, eg quality of feed, school surface, supervision of horse. Reasonable care must be taken of your horse, eg adequate feed and water, veterinary needs met, no poisonous plants. Premises must be of a safe standard and maintained as such, eg sufficient drainage and ventilation, non-slip floors. Suitable employees, eg properly trained, supervised and experienced.
Duties owed by the horse owner	Horses welfare of a good standard. Abide by yard rules.

Contact

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