

LIVERY AGREEMENT

Agreement is made on this Date:

Between

(1) **Boyton Hall Limited, Lindsey Road, Monks Eleigh, Ipswich IP77BB**

and

(2) **Livery Owner**

Name:

Address:

Email:

Contact Numbers:

By signing a copy of these terms, you agree to them.

EMERGENCY CONTACT DETAILS

Owner: Emergency contact details

Name:

Relationship:

Contacts Numbers:

Name:

Relationship:

Contacts Numbers:

DEFINITIONS

| 1.1. TERM | MEANING |
|------------------------|--|
| “Term” | <p>This agreement shall last from</p> <p>This agreement shall last until either the Yard or the tenant terminates it.</p> |
| “The Yard” | It includes all the equestrian facilities connected to the yard but not the farm tracks, Boyton Hall House and/or any public roads. |
| “Facilities” | Refers to everything found at the yard including but not limited to Arenas (its surfaces, jumps, boards) fencing, equipment, doors, electrical goods etc. |
| “Business Hours” | <p>The business hours of the yard, when the tenant can approach Boyton Hall employees for matters that are not deemed as urgent and/or an emergency.</p> <p>Monday – Friday 9-5pm</p> |
| “Access Hours” | <p>Access to the Yard, to the Horse and all premises where the Horses are kept</p> <p>530am – 8pm – Summertime 730pm Winter</p> <p>Access outside of these times to be agreed in advance and to be the exception not the rule.</p> |
| “Fee(s)” | The fee(s) set out in Schedule One and/or additional price list for Goods |
| “Good (s)” | Feed & Bedding to be brought exclusively from Boyton Hall. Unless by prior agreement |
| “Owner/Clients/Livery” | Anyone associated with your activities at Boyton Hall. To include but not limited to Friends, Family, Instructors, Riders and professionals providing any form of service. |
| “Vehicle” | Means any vehicle and includes without limitation any car, van, horsebox, trailer, bicycle, motor bike or anyone type that would be reasonably deemed |

| | |
|-----------------------------|--|
| | as a vehicle. Parked in designated area at own risk |
| “Emergency contact details” | as defined on page ZERO [0] |
| “Rules or Requirements” | As set out within this contract and Schedule TWO [2] |

1. THE AGREEMENT

This agreement is for:

As defined in schedule ONE [1]

The fee for these standard services shall be [£] per calendar month.

There will be no Box retention option; your current package day rate will apply to each day you are under contract.

The fee for parking of the tenants’ trailers and non HGV Lorries [£] per day

Any charges for Goods/services will be invoiced according to Yard Price List applicable at the point of order. The price of Goods may fluctuate this will reflect wholesaler pricing and/or local availability.

All Box rent invoices are payable monthly in advance. On the 1st of each month

Staling Bank
 Account Name: Boyton Hall Limited
 Sort code: 60-83-71
 Account Number: 36218383

Failure to pay invoice/charge due and payable under this agreement, Boyton Hall shall be entitled to charge interest for each day the payment is over due at a rate of 5% above base rate.

If applicable Extra’s such as Hay/Haylage/Bedding and Feed will be invoiced to you at the end of each month. All extra invoices are payable within 7 days of the invoice date.

Boyton Hall reserves the right to operate agister lien in lieu of payment. You agree that the Yard may sell your Horse(s), provided that written notice has been given to you 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. 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. Any remaining money shall be returned to the you within thirty (30) days of sale.

Boyton Hall will in addition will take possession of your tack, equipment and/or trailer or other vehicle, and retain from the proceeds the money that you owe us. You now irrevocably appoint us as your agent to do this and sign any document on your behalf. Any remaining money shall be returned to you within thirty (30) days of sale.

In the event that the proceeds fail to cover the sums due Boyton Hall will proceed to recoup the money from the Small Claims Court. In signing these Terms and Conditions the Owner hereby authorizes Boyton Hall in accordance with clauses contained with 7. FEES, TERMS OF PAYMENT & FINANCIAL MATTERS

2. YOUR WARRANTIES

You warrant that:

The horses you keep at Boyton Hall have no known vice; others than those declared;

The horses you keep at Boyton Hall have no behaviour problem that you have not disclosed;

You have an adequate level of knowledge of horses to be able to own, manage and ride the horse safely;

The horses under your contract are insured with a minimum of third party liability and the policy covers all risks usual to insure against for a horse to be used as you and your Clients intend to use this horse;

The horses have been vaccinated in accordance with the law and yard policy

Comply with our reasonable suggestions in respect of the health of your horse; and comply with our reasonable suggestions with regards to the handling of your horse.

If parking your vehicle or your client's vehicle at Boyton Hall it is insured, taxed and plated (if applicable) and roadworthy. Park all vehicles in designated areas. You and your clients expressly understand the vehicles are parked at your/their own risk.

Boyton Hall is not in any way responsible for your clients and or your client's horses. Your clients are your responsibility, and it is your responsibility to ensure they comply with Boyton Hall terms and conditions. It is expected that you have adequate insurance to cover yourself and your clients whilst under your care.

You confirm you will make all reasonable efforts to ensure that your clients conform and abide by the Boyton Hall terms and conditions, to include but not limited to the Yard rules schedule TWO [2]. If in the event one or more of your clients is in breach of

any of the conditions you will agree with us [the management] a resolution to the problems and you will be responsible for ensuring they comply.

3. USE OF YARD

You agree to comply with the following requirements. You are also responsible for full compliance by any person who comes onto the Yard in connection with your affairs, even if you did not invite him / her.

You must and you must ensure your clients:

Comply with the Yard business hours and access times

Comply with the Yard Procedure we have set out in Schedule Two [2] for safe and efficient running of the Yard.

We may change the Yard Procedure at any time; providing we have consulted you on the changes and that any changes have been agreed in writing.

Accept full responsibility for the personal safety of yourself and any person brought to the Yard by you and/or your clients.

Pay for any damages you or your horse and/or any person or animal you bring to the yard causes. To confirm this will be deliberate and/or accidental damage. This covers any damage to fencing your horses cause whilst grazing and/or damage to the stable or communal areas.

and you must not:

Arrange any form of deliveries to Boyton Hall unless such deliveries have been agreed in advance.

Bring a dog or other animal onto the Yard other than those agreed with us.

Do, or allow anyone else to do, anything which might invalidate any insurance policy covering the Yard or which increases the premium;

Leave any rubbish on the Yard;

Bring onto or allow to remain on the Yard any animal infected with a contagious or notifiable disease;

Bring onto or store on the Yard any goods whatever except tack, rugs, and other goods agreed by us;

Contaminate or obstruct any waterway running through or adjacent to the Yard;

Waste water or use hot water for activities not deemed to require hot water, leave lights on, leave radios, TVs' or any other piece of electrical equipment turned on outside of use

4. USE OF FACILITIES

The fee we charge for Box Rent only includes use of the Facilities and services as set out in Schedule One [1].

You may not use a facility when it is booked by us for an event or when any other person has paid to use it.

Boyton Hall management will provide a facility booking diary which will be accessible to you Monday to Sunday 9am-5pm. This document will detail all arena bookings and availability.

Boyton Hall commits to supporting our liveries and will where possible and within the bounds of the success of the Boyton Hall arena hire business provides one arena for your use. It is accepted by you that on occasions such as shows and other events that this may not always be possible – but on these occasions the dates will be available in advance.

Whether paid or free, your use, and your clients use of the Facilities entirely at your own risk. You agree that you will inspect any Facility immediately before you use it and that your clients do the same and that you and they will not use it if you or they are not happy with its safe condition.

Any damages and breakage to the facilities including but not limited to poles, wings, cups, fencing will be charged at replacement value.

5. CARE OF YOUR HORSES

You undertake and undertake for your clients:

To deal with your horses at all times with consideration for the safety of other people and horses at Boyton Hall;

To provide necessary veterinary, farriery and dental care for your horse. If we make any arrangement for these services on your behalf we act only as your administrative agent. We are not responsible for any aspect of the services provided, nor for payment to a provider

6. VETERINARY AND MEDICAL CALL OUT

If in our absolute discretion, we feel your horse/horses require veterinary treatment and/or a vet to attend, we will follow this procedure:

Contact you on the numbers you have provided, if we are able to contact you, you will be responsible for calling your veterinary practice and book an appointment.

If we are unable to contact you then you agree to one of the following options:

- A. you authorise us to contact your designated veterinary practice and book an appointment
- B. Provide an emergency 'go to person' to act on your behalf and they will be responsible for calling your veterinary practice and book an appointment

Emergency 'go to person'

Name:

Number:

Designated Veterinary Practice

Name:

Number:

Important Notice: In the event we are unable to contact your emergency 'go to person' and/or yourself we will in our absolute discretion call your designated practice and book an appointment.

Emergency Veterinary Treatment/ Surgery and/or in the case of life threatening medical conditions

It is your responsibility to have ensured the following:

You have an advanced directive in place which clearly states your wishes with regards to emergency surgery/treatment and/or if your horse needs to be PTS for humane reasons

It is your responsibility to ensure your veterinary practice has written confirmation of your wishes, if they are unable to contact you. Your advanced directive should include but is not limited to the following:

If you wish to put a cap on how much can be incurred on vets bills in your absence. If necessary, agree a separate cap for fees that are potentially not covered by your insurance policy. In what circumstances the Veterinary Practice can sanction euthanasia.

Boyton Hall will NOT under any circumstances make any decision with regards to the veterinary treatment your horse requires. Boyton Hall will hand over ALL responsibility to your designated veterinary practice.

If in the case of an emergency where you or your designated 'go to person' is unable to be contacted, and in the case where your practice is 'busy' and is unable to send out a practice member in the timescale required for the seriousness of the emergency then it is the responsibility of your veterinary practice to allocate a designated practice to attend to your horse. It is your responsibility to ensure that your designated practice has a policy in place to cover this scenario.

Horse welfare

If in our absolute discretion, we feel your/their horse requires veterinary treatment and/or a vet to attend to your horse as its health and welfare has been compromised then we may do so, even if you do not give your consent. The yard will in such cases contact your designated veterinary practice and follow the advice/ actions of their Veterinarian. You now irrevocably agree to pay the vet's fees and transport costs associated with the treatment if we do this.

7. MEDICAL CALL OUT

In the event of injury to you or any person brought onto the Yard by you, we may call for urgent medical assistance, in our absolute discretion. If such assistance results in any cost, you now irrevocably agree to repay us and to indemnify us.

You will provide emergency contact information Page 0. This information will be held by Boyton Hall and will only be used in case of an emergency. It is your responsibility to collect emergency contact information for your clients.

8. PANDEMIC CLAUSE

In the vent of a UK pandemic, Boyton Hall will follow all Government advice/legislation. It is expected that you will work alongside Boyton Hall to set and implement protocols for the safety of all. It is expected that we will work and seek to comply with advice/rules set by the following equine bodies:

- British Equestrian Federation [BEF]
- British Horse Society [BHS]
- Our insurance company

9. INDEMNITY

You agree to indemnify us against all costs claims and expenses arising from:

Any act or omission of yours in connection with you and your clients use of the Services/Facilities whether or not it is in breach of this agreement,

In particular for any cost or liability we may incur as a result of your horse or your clients horses showing any vice or causing destruction of, or damage to, any property.

10. TERMINATION

Either you or we may terminate this licence upon the following notice

ONE Calendar months' notice given at any time, without giving a reason. The termination of this agreement does not cancel any outstanding obligations between us.

You confirm that you have read and understood the term Calendar months' notice. A calendar month as defined in this contract is a full Month i.e., notice given on the 15th of February would require payment for the whole March.

You can leave Boyton Hall at any point once your notice has been provided but you understand that you still must pay your full contractual rate for the remainder of your notice.

Please Sign here and confirm you have understood

Signed.

When this agreement terminates, for whatever reason, you will take your horse and your clients horses and leave the Yard in the state and condition in which this agreement requires. You agree that we may take and sell for ourselves any tack or other equipment or materials left behind by you 14 days after you have left the Yard.

Boyton Hall may terminate this agreement with immediate effect if:

- If you or anyone associated with you repeatedly breaches the terms of this agreement
- If you or anyone associated with you makes any inflammatory comments to others or on social media

If we terminate before the expiry of a period for which you have paid, then we will refund that unexpired portion.

11. DISCLAIMERS AND LIMITATION OF LIABILITY

We are never responsible for the careless or negligent or intentional act of any other person who may cause you damage or inconvenience. Our Services are provided “as is”. We make no representation or warranty that the Service or some specific part of it, will be:

- Useful to you.
- Of satisfactory quality.
- Fit for a particular purpose.
- Available or accessible, without interruption, or without error.

We accept no responsibility in law for the conduct of any customer or client of ours. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 3 month period for the Services concerned.

Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £1,000. This applies whether your case is based on contract, tort or any other basis in law.

We are under no obligation to insure anything and shall not be held responsible for any loss or damage to your horse, property or goods or those of your clients

We shall not be liable to you for any loss or expense which is:

- Indirect or consequential loss; or
- Economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers and employees (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, as well as to ourselves.

Boyton Hall shall not be liable for any loss suffered by you, your clients or any other party or be deemed to be in default for any delays or failures in performance here under resulting from acts or causes beyond its reasonable control including without limitation an Act of God, acts or regulations of any governmental or supranational authority, flooding, terrorism, fire, adverse weather or strikes.

If you become aware of any breach of any term of this agreement by any person, please tell us by writing to **Boyton Hall, Lindsey Road, Monks Eleigh, IP7 7BB**. We welcome

your input but do not guarantee to agree with your judgement or take the action you expect.

12. MISCELLANEOUS MATTERS

In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

This agreement does not give any right to any third party under the contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.

The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales and you agree that any dispute arising from it shall be litigated only in England and Wales.

Signatures

By signing a copy of these terms, you agree to them.

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| <p>(1) Boyton Hall Limited, Lindsey Road, Monks Eleigh, Ipswich IP77BB</p> <p>NAME:</p> <p>POSITION:</p> <p>SIGNATURE:</p> <p>DATE:</p> | <p>(2) Box Rent Tenant</p> <p>NAME:</p> <p>SIGNATURE:</p> <p>DATE</p> |
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