

## Sample Sales Livery Agreement

The livery agreement below is a guide as to the type of agreement which would be recommended to be made between horse owner and yard proprietor in the event of a short term, fixed price livery services such as sales livery.

This is a guide only and the agreement should be edited to reflect the specific services, facilities, financial agreements and any conditions as made with the yard proprietor and can have elements added or removed as appropriate to make the agreement as concise or simple as required. The items highlighted in bold indicate common areas to be personalised.

When amended and completed with your own particulars and signed by both parties it will form a legally binding agreement. Both the horse owner and yard proprietor should retain a signed copy of the agreement. If the owner is under 18, this agreement must be signed by a parent or other legal representative of the owner.

A sales contract should always be used when selling a horse, and it should be clear in that contract whether you are selling the horse on your own behalf or on behalf of an owner – in which case the owner should be clearly identified as a party to the sales contract. In the event that you wish to charge for sales' agency arrangements, you should seek legal advice to ensure that your arrangements are effective in the event of a mis-sale claim.

**IMPORTANT:** Any general legal information or sample templates provided are for example purposes only, may not be suitable for your circumstances and should not be considered a substitute for the advice of a lawyer or other suitably qualified professional.

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### The AGREEMENT

This agreement is made on the **(Insert Date)** between the parties **(Insert Horse Owner's Name & Address)** (hereafter referred to as the HORSE OWNER) and **(Insert Yard Proprietors Name and Yard Address)** (hereafter referred to as the PROPRIETOR).

1. This agreement relates to a livery service as provided for **(insert name of horse/ pony followed by brief description)** (hereafter referred to as the HORSE.)
2. The HORSE is to be on a Sales **(Amend as appropriate- inclusions of package to be entered in section 4)** livery package at the yard as detailed above for the agreed sum of **(Insert sum in £)** per week/ for the agreement period **(Amend as appropriate- weekly sum or total fee and specify agreed duration)**.
3. The livery period will start on **(Insert Date)** for a period of 6 weeks **(Amend as appropriate)**. This is a fixed term or this agreement shall continue as to such time that the horse is sold by the HORSE OWNER **(Amend as appropriate)**. Should the HORSE OWNER wish to increase this duration on a rolling basis, the PROPRIETOR must be notified at the earliest opportunity and this will only be permitted subject to the availability of space and services. If the HORSE OWNER wishes to terminate this livery agreement before completion of the fixed period, they shall inform the PROPRIETOR in writing, no less than 7 days **(or Amend as appropriate)** before they wish to terminate the contract. The HORSE may be moved from the yard during this time but a full 7 day period of notice **(Amend as appropriate)** must be paid in full proportionate to the agreed livery fees and the HORSE OWNER forfeits all rights and privileges associated with their livery agreement upon departure of the HORSE from the yard unless agreed otherwise.
4. Invoices for livery charges are issued at the end of each two week period **(Amend as appropriate for relevant payment terms)** along with the fees for any services or extras undertaken within the preceding month. This is payable by the HORSE OWNER to the PROPRIETOR within 7 days.

5. In addition, the PROPRIETOR requests that a security fee of **(Insert sum in £)** be paid upon acceptance of the stable and before arrival at the yard. This is as a damage waiver to cover any shortfall in livery fees, or in the event of damage to the PROPRIETORS land or property by the HORSE OWNER or their HORSE. Without issue during the agreement period, the security fee shall be returned in full upon conclusion of this Livery Agreement or deducted from the balance owed **(Or Amend payment details as appropriate)**.
6. The inclusions of this livery package are as follows: **(Amend package details as appropriate with a full description/ list of your inclusions within the livery fee. I.e Sales Livery- all day to day feed, watering, mucking out and handling of the horse to be undertaken by the yard and its staff. Inclusive of ad-lib bedding and haylage; A minimum of 60 minutes exercise per day, communication with prospective clients and meeting and demonstrating the horse for prospective clients; Schooling Livery- all day to day feed, watering, mucking out and handling of the horse to be undertaken by the yard and its staff. Inclusive of ad-lib bedding and haylage, includes a minimum of 60 minutes exercise per day etc)**. Any services, forage, feed or bedding over and above those included in this livery package shall be carried out and charged as per the attached price list. The PROPRIETOR will itemise any additional charges on the invoice.
7. The owner confirms that the horse is passported through **(Insert passport issuing authority)** and has the unique equine reference number **(Insert passport number)** and a copy of the Equine Passport should be made available to the PROPRIETOR upon request. As per the 2018 Equine Identification Legislation, for the purpose and period of this livery agreement, the PROPRIETOR shall be deemed the keeper of the HORSE, and as such the passport should be retained by the PROPRIETOR and with the HORSE at all times. The HORSE OWNER shall supply the PROPRIETOR with any documents necessary relating to the HORSE which may prove advantageous to the sale or in the interest of prospective clients.
8. The HORSE OWNER must ensure that the HORSE is suitably insured for third party liability and any activities they may undertake during the period of this agreement. A copy of a current insurance document shall also be provided to the PROPRIETOR upon arrival at the yard.
9. The PROPRIETOR agrees that they shall at all times during the period of livery provide a safe and suitable environment for the horse to be kept and any agreed services 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. The HORSE OWNER understands that in some cases routines, services or access to facilities may be altered at short notice due to inclement weather or other unforeseen circumstances. In such circumstances; the PROPRIETOR endeavours to keep the HORSE OWNER informed and shall make any changes as necessary to the terms of the livery package or the agreed fees.
10. All HORSES should be supplied with their own grooming kit, tack and rugs unless agreed otherwise. The following items have been provided by the HORSE OWNER by the PROPRIETOR for use with the HORSE for the duration of this agreement and has been identified or named appropriately by the HORSE OWNER:  
  
**(Or Insert detail to reflect items supplied or attach a handwritten list signed by both parties- this should include brand, size, description and any specific markings)**
11. The HORSE OWNER agrees that they are supplying a fit, healthy and suitably shod horse with no known health issues or any vices or problems that have not been disclosed to the PROPRIETOR. All horses introduced to the yard must be wormed, and have had their tetanus and equine influenza vaccinations. Copies of these records may be requested by the PROPRIETOR at any time. **(Insert/ amend as required to reflect terms of agreement)**
12. The HORSE OWNER understands that by assisting with the preparation and sale of the HORSE, the PROPRIETOR is in no way are a guarantor as to the settling, suitability or behaviour of the horse with its new owner. Any subsequent issues arising with the new owner or the horse following sale must be dealt with by the HORSE OWNER and on the date of sale this agreement is considered terminated with immediate effect and the PROPRIETOR will not be a point of contact for the new owner. **(Amend as appropriate)**

13. In the event that the PROPRIETOR believes the HORSE is in need of emergency farrier or veterinary treatment during the period of this agreement they reserve the right to contact their own veterinary surgeon or farrier to undertake treatment provided that the PROPRIETOR has made all reasonable attempt to contact the HORSE OWNER and their preferred farrier or veterinary surgeon before this decision is made. The responsibility of any arising costs lies solely with the HORSE OWNER
14. In the event that the HORSE or HORSE OWNER causes any damage to premises, fixtures or items owned by the PROPRIETOR without any reasonable cause, the PROPRIETOR reserves the right to pass any reparation, maintenance or associated costs to the PROPRIETOR or to retain this from the security fee upon termination of this contract.
16. The HORSE OWNER agrees that if a VETERINARY SURGEON advises IMMEDIATE slaughter of the HORSE to prevent further suffering in the case of severe injury or illness and the OWNER cannot quickly be contacted the PROPRIETOR may follow professional advice and give permission to the veterinary surgeon on the OWNER'S behalf.
15. Upon arrival of the HORSE at the livery yard, the PROPRIETOR shall be provided with a copy of the current vaccination certificate, a copy of the passport, a 'Horse Details' form **(including emergency contact details and preferred equine professionals)** and any other documents as requested. **(Or Amend as appropriate).**
16. In the event that livery fees go unpaid for more than three months **(or Amend as appropriate)** after monies are first due the PROPRIETOR reserves the right to serve notice to the HORSE OWNER and begin legal proceedings to recoup costs.
17. Whilst we welcome the sharing of your enjoyment with your horses on social media, the PROPRIETOR requires within this contract that the HORSE OWNER does not disclose confidential information about the yard, yard owner, business nor any other livery client which may infringe personal or private information, nor post any public content that may put at risk the security or reputation of the yard. Failure to adhere to this clause could be deemed as breaking the terms of this contract **(Or Amend as appropriate).**
18. In the event of unforeseen events- such as Covid-19 – where government or official guidance supersedes permissions as laid out in this contract, the PROPRIETOR reserves the right to alter service provisions or access to the yard for the HORSE OWNER or any visitors, professional or non-professional, for any duration as they see fit in order to meet the restrictions, law or guidance in question.
19. Two copies of this agreement shall be copied, one to be retained by the PROPRIETOR and the other by the HORSE OWNER. No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and HORSE OWNER.
20. 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.
21. All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
22. This agreement, and the rights set out in it must not be assigned or novated by either party.
23. The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
24. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
25. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Signed

..... (THE HORSE OWNER'S NAME PRINTED HERE)

..... (THE PROPRIETOR'S NAME PRINTED HERE)

**IMPORTANT**

**This information as provided above is intended to provide guidance and areas for consideration for those intending to enter into such arrangements. Anyone proposing to enter into such a written agreement should take consideration and their own legal advice as to their particular circumstances.**

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