



IN
ASSOCIATION
WITH

gunnercooke
Equine Law

Template Arena Hire Form- Non-Equine Use

The following template is designed to be used by a yard owner to ensure those using their facilities are doing so in a responsible manner, with understanding of their obligations. This agreement relates to non-equine use (i.e. dog agility, sports clubs etc)

Completion of the form and payment should be made in advance of hire. You should also, at that time, request a copy of any applicable club or association insurance from those who may be using the facilities within this period. It is recommended to request copies of insurance for your records, especially if this is a regular arrangement. It is also advised to contact your own insurer to check any obligations or permissions required for the hiring of your facilities.

Non-Equine Arena Hire Agreement for (Enter Yard Name)

Complete the below details as necessary:

Hirer Name:

Hirer Contact Number:

Hirer Mobile Number:

Hirer Emergency Contact

.....

Purpose of Hire

Name of Club/ Association *(where applicable)*

1. Our indoor/ outdoor ménage (**amend as appropriate**) is available to hire for a minimum hire time of one-hour.

2. The cost to hire the indoor/ outdoor ménage (**amend as appropriate**) is:

One Hour: £ Two Hour: £ Three Hours: £

(enter prices accordingly or however you charge- per hour, horse etc)

4. Hirers are asked to arrive in good time, and to keep to their allotted time slot. If the hirer wishes to set up any equipment, then this must be done within the allotted time unless agreed otherwise.

5. The hirer shall not use the facilities for any purpose other than the stated "purpose of hire" shown on this form and shall not sub-hire or use the facilities or allow the same to be used for any unlawful purpose or do anything which may endanger the same or any insurance policies in respect thereof.

6. Use of the arena is entirely at the hirer's own risk. The hirer **MUST** hold current insurance to a minimum of Third-Party Liability. A copy of this insurance may be requested and retained (**amend as appropriate**)

7. This hire agreement relates to access to the hired facility only. At no time must you enter the stable yard, stables or other restricted areas. Please do not make contact with any of the other horses whilst at the premises.

10. The hirer will leave the facilities in a clean and tidy state, ensuring all equipment is put away correctly (jumps etc), all waste removed and all lights switched off at the end of hire or additional charges will apply **(amend as appropriate)**

11. The hirer must read all fire, health and safety notices exhibited and bring their contents to the attention of all attending. **Smoking is NOT permitted anywhere on site.**

12. Please park your vehicles considerately and be aware of access and other users of the yard and its facilities **(amend as appropriate)**

13. If there are any breakages, damage or concerns about the facilities during your period of hire, we must be notified immediately. Any damage or breakages caused to the property or equipment shall be charged to the hirer at the new replacement value plus any carriage costs.

14. **(Enter Yard Name)** will not be liable for any damage caused whatsoever to vehicles, animals, trailers, lorries, individuals, etc., whilst the hirer is using their facilities.

15. Dogs are not permitted on the premises **(amend as appropriate)**

16. The hirer is responsible for ensuring that each user has completed a disclaimer where applicable and delivered the same to the proprietor before using the facilities.

17. The proprietor reserves the right to cancel any reservation without notice. The proprietor reserves the right to refuse any admission. The proprietor cannot be held responsible for any consequential loss or liability howsoever caused.

18. The proprietor reserves the right to request that riders/trainers/owners or any other person using the facilities do leave in circumstances where in the opinion of the proprietor and/or its management, a person is creating a dangerous situation, using the facilities or equipment in a dangerous manner and/or where a person is acting irresponsibly. Where a person is asked to leave they must immediately return to their mode of transport and remove themselves, and animals and belongings from the premises.

19. All hirers, and any person accompanying them, must act in accordance with the current UK Government guidance regarding their use of the facilities, including (but not limited to) regular sanitisation, ensuring that no one within their group has any COVID-19 symptoms, and maintaining social distancing at all times while at the premises.

20. Save for death or personal injury caused by negligence, [YARD NAME] nor its owners or employees does not accept any liability for any accident, loss, damage, injury or illness to hirers, riders, horses, owners, spectators, property, vehicles and their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever during their attendance at the premises in connection with the usage of any of the equestrian facilities. Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons using the facilities do so at their own risk and the proprietor will not be held responsible for any accident, injury or loss.

PAYMENT TERMS:

Payment for the hire of the indoor arena must be paid by either BACS transfer or by cheque (made payable to **enter payee details**) at least 3 days prior to the hire date **(amend as appropriate)**. All payments must reference the invoice number; This agreement will be retained and will remain valid for a period of 12 months.

CANCELLATION POLICY:

Anyone cancelling their booking with less than 24 hours' notice will not be refunded (amend as appropriate). We reserve the right to cancel any booking should the necessity arise. A full refund or alternative date would be given/offered in this situation.

(Enter yard Name) reserve the right to cancel any future bookings if any of the above conditions are not adhered to.

DECLARATION:

I the undersigned, hereby agree and accept the terms and conditions laid out above and confirm that I have in place the public liability insurance required.

Signed:

Print Name:

Date:

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.

© LiveryList and Gunner Cooke 2020