

**LOAN AGREEMENT – DIY LIVERY**

**THIS AGREEMENT** is made day of Month/Year

**Between**

**Owners Name** (“the Owner”) and Address

of the first part and CATTERICK GARRISON SADDLE CLUB (“the Club”) of Loos Road, Catterick Garrison, North Yorkshire.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. **AGREEMENT AS TO DO-IT-YOURSELF (DIY) LIVERY**

1.1 The owner agrees to place and the Club agrees to take on DIY livery the horse known as **Horses Name** (“the Horse”) for the period commencing **Date** and expiring on the **Date** (or earlier determination as hereinafter provided).

1.2. In consideration of the Club performing and continuing to perform its obligations under this Agreement, the Owner agrees that all and any liability in respect of damage or injury to the Horse, illness or theft of the Horse and any liability in respect of veterinary fees and farmer’s fees and the Club hereby expressly excludes any liability. The Owner shall (unless otherwise agreed in writing by the Club) insure the Horse accordingly with an insurance company of sound commercial reputation and shall produce evidence of such insurance to the Club upon demand. Failure by the Owner to obtain such insurance cover shall not in any way, reduce the Owner’s liability hereunder.

1.3 The Club reserves the right to review its charges regularly. In the event of an increase or decrease in livery, 4 weeks notice will be given in writing.

2. **THE CLUB’S OBLIGATIONS**

2.1 The Club will be responsible under this contract to provide the following services:

2.1.1 Suitable stabling.

2.1.3 Full access to the Club facilities when not in use for Club activities or when pre-booked.

2.22 Any additional requirements will incur a service charge, and will be made available at the discretion of the Yard Manager. If at any time during the period of this Agreement the Horse should become injured or ill to the extent that a duly qualified Veterinary Surgeon orders immediate destruction of the Horse then the Club shall use its reasonable endeavours to contact the Owner immediately PROVIDED THAT if the Club is unable to make immediate contact with the Owner for any reason whatsoever the Club shall follow the instructions of such Veterinary Surgeon in order to prevent or reduce any suffering by the Horse.

### 3. THE OWNER'S OBLIGATIONS

3.1 The Owner shall provide all necessary feed, forage and bedding and shall ensure that the Horse is looked after in accordance with British Horse Society best practice.

3.2 The Owner shall indemnify and keep indemnified the Club in respect of all and any liability arising under Clause 1.2.

3.3 The Owner shall be financially responsible for damage incurred by the horse to the fencing of the fields and other Club facilities. A contractor appointed by the Club at the expense of the Owner will make repairs.

3.4 The Owner will be responsible for the security of all personal equipment for both Horse and Rider.

3.5 The Owner is to provide the Yard Manager with evidence of vaccination and shall conform to the Yard worming policy.

3.6 The Owner agrees to abide by the Club Charter.

#### 4. INSURANCE

The Owner agrees to allocate the proceeds of any insurance award received by the Owner, first in payment of any sums due to the Club under this Agreement and until such payment has been received by the Club, the Owner shall hold any such insurance award upon trust for the Club.

#### 5. TERMINATION

5.1 Either party may terminate this Agreement at any time by giving 4 weeks notice in writing to the other without prejudice to any accrued rights or remedies under this Agreement.

5.2 Upon the termination (howsoever occurring) of this Agreement:

5.2.1 The Owner shall pay all outstanding invoices delivered prior to or upon the termination of this Agreement.

5.2.2 Thereafter the Owner shall collect and remove the Horse and its equipment from the Club premises at his own expense.

5.2.3 In the event of the termination of this Agreement and the non-payment of all outstanding invoices, the Club shall have first and paramount lien on the Horse and the Equipment on the premises for all monies owing to the Club.

5.2.3.1 The Club's lien on the Horse Equipment shall extend to any amount owed by the Owner to the Club.

5.2.3.2 The Club in exercise of its lien, may sell in such manner as the Club may determine the Horse and the Equipment upon the expiry of 14 days after the Club has notified the Owner in writing of its intention to sell the Horse and/or the Equipment if all payments due to the Club have not been paid in full by such date.

5.2.3.3 The net proceeds for sale, after payment of costs, shall be applied in payment of all sums due to the Club, and the Owner shall pay the residue.

#### 6. LITIGATION

Where the Club litigates to recover any debt owing under this Agreement, the Owner will indemnify and keep indemnified the Club in respect of the costs thereof.

#### 7. GENERAL

7.1 All headings in this Agreement are for ease of reference only and shall not be used as a guide to its interpretation and construction.

7.2 Any reference to the singular includes the plural and vice versa, and any word which refers or implies any gender shall include any other gender unless the context otherwise admits.

7.3 All obligations on the part of the Owner which compromise more than one person or entity shall be joint and several.

SIGNED by the said)

In the presence of:)

SIGNED by the Yard Manager )  
For and on behalf of )  
Catterick Garrison Saddle Club )  
In the presence of: )

Enclosure:

1. Information Sheet.