

# Livery Agreements



## Legal claims against livery yard owners or irresponsible parties are on the increase.

Whether for DIY, part, full or working livery it is essential to have your horse owners enter into a livery agreement before taking occupancy at your yard. This ensures both parties know their obligations to the other. Standard clauses and issues must be considered before entering a livery agreement, for example:-

**Parties** - name, address and other contact details of the yard owner and horse owner.

**Charges** - livery fee and review dates for an increase; any additional costs e.g. farrier, vet, worming; time limit on when payment is due.

**Insurance** - liability of horse should remain with owner and the yard owner should exclude liability for injury to the horse and loss of tack / equipment.

**Tack & other belongings** - parties decide who is responsible for loss or damage to such items if not covered by insurance.

**Horse Passport** - a copy should be provided to the yard owner and a right reserved to see the original.

**Special Care** - details on any special care required for the horse are important i.e. do you require your horse's hay to be soaked?

**Vices** - any vices and behavioural problems of the horse should be fully disclosed. If none are apparent, a statement to this effect should be given.

**Children/ Dogs** - you may want to exclude children or dogs from the yard. In any event you should make them the parent/ owner's responsibility.

**Welfare Decisions** - the yard owner should have the right to make the decision to put the horse down on veterinary advice only if the owner cannot be contacted.

**Lien** - a very important clause that should be incorporated into all livery agreements. Essentially, the yard owner reserves the right to retain the horse and its tack, rugs etc until payment of any outstanding livery fees are made. If payment is not made, the yard owner retains the power to sell the horse and belongings to cover the debt. Any remaining proceeds of sale should then be held by the yard owner in case dispute occurs in the future.

**Duties owed by the livery yard owner** - services must be provided with reasonable care and skill e.g. quality of feed, school surface, supervision of horse; reasonable care must be taken of your horse e.g. adequate feed and water, veterinary needs met, no poisonous plants in the fields; the premises must be of a safe standard and maintained as such e.g. sufficient drainage and ventilation, non-slip floors; employees must be suitable e.g. properly trained, supervised and experienced.

**Duties owed by the horse owner** - horse's welfare must be of a good standard i.e. provision of suitable rugs and feed supplements; yard rules must be abided; livery fees to be paid on time!

Livery agreements need to be tailored to the individual needs of all parties. Daltons has the experience and equestrian knowledge to draft such agreements. Please contact us at anytime for more information.