

General Terms and Conditions of Livery

1. Definitions:

We / Us	DPM EQUINE
Client	Persons with whom contract for Livery is entered into by DPM Equine.
Liveries	Fellow DPM Equine Clients.
Horse	Horse or Pony to be kept on Livery
Contract	Agreed conditions of Livery

2. Limation of Liability

Save for death or personal injury caused by negligence of DPM Equine or anyone for whom in the law DPM Equine is responsible, nor any agent, employee or representative of DPM Equine accept any liability for any loss, damage, injury or illness to horses, owners, riders, spectators or any other person or property whatsoever however caused.

Without prejudice to the generality of the foregoing DPM Equine will not be responsible for any loss arising out of injury or damage to the Horse where the Client has not notified DPM Equine in writing of any requirements of the Horse.

3. **This contract is personal to you and is not transferable.**

4. Insurance

DPM Equine is not responsible for the Insurance of the horse or any other property of the Client. DPM Equine requires all Horses have at least public liability insurance. Client are advised to insure tack and / or equipment.

5. Payment

Livery is payable one month in advance and payment must be made on the last day of every month. Clients failing to settle an account should note that DPM Equine reserve the right to have a general lien on the Horse and all equipment with it, kept with DPM Equine. Late payment will be charged £15.00 per day, for every day late, until payment.

If for non - payment, the debt will be handled over for collection and the Client will be liable for all cost appertaining to this debt.

Goods, materials and livestock can be retained by DPM Equine (or sold) for non - payment.

If for any reason a Horse needs to be temporally taken away from DPM Equine, ie, veterinary treatment, full livery costs are payable for the first 7days, thereafter 75% will be charged. This will ensure that your place within DPM Equine is held open until the Horse returns.

Any outstanding invoices must be settled before your horse leave DPM Equine.

6. Termination

DPM Equine or The Client may terminate the Agreement by providing TWO weeks notice in writing. If DPM Equine believes the Client has behaved in misconduct we reserve the right to terminate the Agreement immediately. Notwithstanding the cause of termination of the Agreement, all sums due to DPM Equine shall be paid, by cleared funds, prior to the removal of the horses(s) by The Client.

7. Types of Livery

DIY Livery.

Livery includes Stable, Grazing, and use of facilities when available.

Part Livery.

Livery includes Stable, Grazing, Hay and Straw and use of facilities when available. DPM Staff will feed once, either am or pm (feed to be supplied by Client). Hay and Watered if horse stabled all day.

Turnout or bring in with rug change if necessary. Except Christmas Day and New Years Day. DIY only on these days.

Full Livery.

Livery includes Stable, Grazing, Hay and Straw, use of facilities when available. Feeding (feed to be supplied by the Client) Hay and watering, mucking out, turnout and bring-in. Rug Change if required. Except Christmas Day and New Years Day. DIY only on these days.

Working Livery

Livery includes Hay and Straw, Stable, Grazing, use of facilities when

available. Feeding (feed to be supplied by the Client) Hay and watering, mucking out, turnout and bring-in. Rug Change if required. Except Christmas Day and New Year's Day, DIY only on these days. Horse or Pony to be used for a maximum 7hours per week by the School

Schooling Full Livery.

Available for Breaking, Schooling and Problem horses
Livery includes all daily care, hay, feed and bedding.
Extras include any supplementary feeds/vitamins,
Farriers, Vets, Back and EDT fees.

Sales Full Livery

Available for horses taken in for preparation and to sell.
Livery includes all daily care, hay, feed and bedding.
Extras include any supplementary feeds/vitamins,
Farriers, Vets, Back and EDT fees

Competition Full Livery

Available for Dressage, Showing, Showjumpers and Eventers
Your horse's schooling is maintained, prepared to compete and competed for you.
Livery includes all daily care, hay, feed and bedding.
Extras include any supplementary feeds/vitamins,
Farriers, Vets, Back, EDT and any Entry fees.

DPM Equine will decide which stable and or grazing will be allocated to the Horse. Where possible the special needs and wishes of a Client will be accommodated.

DPM Equine are not responsible for the welfare of horses on DIY or Grass Livery. It is the Client's responsibility to provide daily checks and the correct welfare to their Horse(s).

Any excessive damage by any Horse (e.g. from crib biting the fences, crashing through fencing etc) will be charged to the Client.

DPM Equine do not allow Liveries to provide any services to fellow Liveries. If you need assistance with your horse DPM Equine Staff will provide this service.

8) Working Livery Additional Terms and Conditions

Horses/Ponies will live out at night. Until DPM Equine decides the

weather conditions are too harsh, in which case Horses/Ponies will be stabled at night. Straw bedding is provided in the cost of the livery. Shaving beds can be provided at an extra cost per week. Stables will be mucked out each Day.

Horses/Ponies will have their rugs changed and be turned out each Day providing the weather/ground conditions are not too bad.

All hard feed will be considered extras and is not included in the cost of the livery and it is presumed that grass will make up the majority of the hay ration. However additional hay will be fed if necessary, this will be included in the cost of livery.

The pasture will be maintained i.e. harrowed, rolled, topped etc. except pasture for small ponies which must not be too well managed due to the risk of laminitis.

Working Livery is a reduced cost livery on the understanding that the Riding School will be able to use the horse/pony for lessons/hacking.

Listed below are the rules applying to working livery.

1) Owners may ride their horse/pony whenever they wish **PROVIDING** they are not already booked in a lesson. If you let us know 24hrs in advance we will try to ensure your Horse/Pony is available for you.

2) Owners may take their horse out for one entire day per week (shows, hunting etc.) but they must inform the centre one week in advance.

3) All horses/ponies will receive at least one day off from school work during the week. This will generally be a Monday. Owners are advised not to ride their horse/pony on its day off.

4) Horses/Ponies will be used for no more than 7hrs per week for lessons and hacking.

5) Our instructors will choose which riders are suitable for your horse. Owners have no say in who rides their horse.

6) The Riding School carries insurance cover for third party matters which arise from your horses activities when being used by The School.

7) Owners are responsible for making sure that their horse has a full set of tack at all times. Owners are responsible for repairs to tack. If there is no tack for your horse it will be considered to be on full livery.

8) Owners are responsible for washing numnahs and girths and making sure the horse has a reasonably clean numnahs and girth with its saddle.

9) Horses/Ponies which are off work for more than 4 days in any one week due to illness or lameness will be charged full livery for each day they are off after this.

10) Shoeing, veterinary care, worming, special bedding, special feed programmes and clipping services are not included in the above terms and are subject to extra charges to be negotiated with DPM Equine

9. Equine Back and Equine Dental Treatments

DPM Equine requires all Horses on Schooling, Sales, Competition and Working Livery have their back and teeth checked by our EDT and physio, this will be charged to the Client.

10. Worming

All Horses will be wormed on arrival and placed on our worming programme. Wormers will be provided by DPM Equine and billed to the Client accordingly.

11. Veterinary Surgeon

The practices used by DPM Equine are Forest House (Harrogate) and Ledston Equine Clinic (Leeds).

DPM Equine reserves the right to contract a vet at their discretion, the cost of the visit and subsequent treatment to be the responsibility of the Client. All vet costs will be paid direct by the Client, DPM Equine will **not** pay Vet bills on the Clients behalf.

All Clients agree that in the event of an emergency, if they cannot be contacted that they give DPM Equine permission to call a vet, who may need to administer euthanasia.

**THESE CONDITIONS APPLY TO ALL CLIENTS OF DPM
EQUINE**

Signed

.....

(Client)

(client)

Print Name

Signed

.....

(Representative of DPM Equine)
Equine)

Print Name

(Representative of DPM

Date