

This **LOAN AND STABLING AGREEMENT** (“**this Agreement**”) is made on the

BETWEEN

THE EQUINE CENTRE, SPARSHOLT COLLEGE HAMPSHIRE, HAMPSHIRE (“**The College**”) of Winchester, Hampshire, SO21 2NB

AND

THE OWNER,

Name:

Address:

Telephone number:

Email address:

(Student: No/Yes)

WHEREBY (horse) as described in Schedule 1 Part 1 shall be placed on this Agreement at
The College Equine Centre

Following a successful trial period detailed herein, this Agreement will commence on the date the Horse is first placed at Sparsholt College Equine Centre.

The Term of this Agreement will continue indefinitely or until either party has formerly given the other notice to terminate.

This Agreement is subject to annual review, under the terms and conditions set out below.

This purpose of this Agreement is to enable both horses placed on loan with The College (Loan Agreements) and those that are stabled on a pure livery basis (Stabling Agreements), as set out at schedule 2 of this Agreement to commit to additional Agreement Terms herein.

All clients who are not the legal owners of horses stabled at the College must provide a separate document (the template being provided by either the British Horse Society or the Association of British Riding Schools) clearly outlining who is permitted to make decisions on behalf of the horse, their relationship in terms of responsibility for the horse and their agreement to pay the associated costs for the horse's care. A signature must be provided confirming the agreement outlined in this document. Associated contact numbers must be made clear. A copy of this document is to be provided to the Equine Centre in all cases.

TERMS AND CONDITIONS

1. Insurance and Legal Liability Cover

- 1.1 The Owner will pay all premiums and excess charges to keep insurance in force to cover veterinary fees, legal liability, accident or death and any other aspects required by the Owner (e.g. transport in respect of the animal).
- 1.2 The Owner will affect all the necessary cover for loss, damage or theft of their tack and equipment.
- 1.3 It is agreed that at no time can The College be responsible for any adverse incidents, claims, damage or injury caused at any time during the stabling agreement period.
- 1.4 In the event that restrictions may be implemented resulting in the Horse being unable to participate in any events due to any contagious or infectious disease, the Owner will remain responsible for all related costs and agree to indemnify the College from or against any claim or action in respect of the Horse.
- 1.5 The Owner agrees to indemnify The College against any claims arising due to damage or injury caused by the Horse unless they are due to the negligence on the part of The College. More specifically, the Owner will indemnify The College against any claims arising under the Animals Act 1971.
- 1.6 A copy of these insurance documents must be provided to the Equine Centre Manager in conjunction with this Agreement.
- 1.7 Legal liability insurance relating to employees, students and third parties is covered by The College.

- 1.8 The College will advise the Owner immediately of any incident which may result in a claim.
- 1.9 For all Stabling Agreements, the Owner will make good any damage caused by the Horse or the Owner to The Equine Centre and its equipment.
- 1.10 If the Owner fails or is unable to ensure the Horse and its effects the Owner assumes full liability for any loss or damage, including any third-party liability.

2. Stabling Fees

- 2.1 The Owner agrees to pay the amount set out in Schedule 2 within 14 days of receipt of a valid invoice along with any other costs incurred under this Agreement. Expenses will be reviewed annually. If any payments due from the Owner are not received by The College on the due date, The College shall be entitled from time to time, without limiting any of the rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 4% above the base lending rate of Barclays Bank Plc from the due date until the outstanding amount is paid in full.
- 2.2 Stabling fees will be charged if the Horse is absent for any Sparsholt College holiday period, at a retaining fee of 25% for the duration of absence. The full amount is payable if the Owner wishes to retain a stable during term time for any other reason.
- 2.3 If the Owner requires the Horse to be transferred onto Assisted DIY for a temporary period only, the Owner must submit a request in writing to the Equine Centre Manager 1 month prior to the changeover. It will be at the discretion of the Equine Centre Manager to agree this or not and will be on an individual basis. All Assisted DIY terms and conditions will apply for this period of care. Unfortunately, The College is unable to support regular movement between contracts.
- 2.4 If a Horse is kept on Summer Grazing, as defined in this contract in schedule 2, when this Stabling option ends, the Horse will automatically be transferred back onto the Stabling option they were on previously. In the absence of a previously signed contract prior to the Summer Grazing, the Horse shall be placed on Assisted DIY at a weekly cost of £124 unless a months' notice is received.

3. Indemnity and Warranty

- 3.1 The Owner hereby indemnifies The College against all loss, damages and claims suffered by The College as a result of injury or damage caused by the Horse other than due solely to the negligence of The College or its staff.
- 3.2 The Owner shall be responsible for all costs incurred in respect of the Horse, except those specifically accepted by The College under the terms of this Agreement.

4. Trial Period

- 4.1 If placed on a Loan Agreement, The Horse will be accepted initially on a one-month trial period during which time either party may terminate this Agreement for any reason with a minimum of one week's notice, in writing.
- 4.2 Following successful completion of the trial period either party may terminate this agreement with one months' notice, in writing.

5. Health and Veterinary Care

- 5.1 In signing this Agreement the Owner confirms that the Horse will be fully inoculated against tetanus and equine influenza upon arrival on the yard and that these inoculations will be kept valid throughout the Term.
- 5.2 In signing this Agreement the Owner confirms that on arrival at Sparsholt College, the Horse will have a current, up to date, negative strangles test. Copies of all relevant paperwork will be provided to Sparsholt Equine Centre staff.
- 5.3 **This clause 5.3 is applicable only to Loan Agreements**
- In signing this Agreement, the Owner confirms that the Horse is deemed to be fit for purpose for use at Sparsholt College by their preferred veterinary surgeon. which they will be used by a veterinary surgeon. A certificate of fitness must be provided either by the Owners choice of vet or by Stable Close Equine Veterinary Practise. All costs for this check remain with the Owner regardless of the veterinary practise used (Stable Close can provide this for a cost of £30.plus VAT). If a horse arrives with a certificate

of fitness, this must have been completed within 30 days of the horse arriving. Owners must be aware that any certificate presented is only valid on the day a vet inspects a horse and provides the certificate based on their assessment of the horse's health on that day. The College Equine Centre Manager needs to be satisfied that a horse is suitable for use and seek veterinary advice if they have any concerns.

5.4 The Owner warrants that all known pre-existing health and/or dental conditions, vices, defects, habits or unusual characteristics of the Horse have been disclosed to The College to the best of the Owner's knowledge and belief and The College is taken to accept the Horse with those disclosed but with no other.

5.5 If in any situation veterinary advice is for the immediate destruction of the Horse to prevent further suffering The College will make every effort to contact the Owner to seek permission. However, if the Owner is not immediately contactable The College reserves the right to have the Horse humanely destroyed and the body held at an appropriate place for later identification and if required post mortem.

5.6 **This clause 5.6 is applicable only to Loan Agreements**

If the Horse is incapacitated through lameness or illness and in the opinion of the Equine Centre Manger is unable to work for more than 14 days, an Assisted DIY stabling fee may be charged until the Horse is well enough to work.

6. **Veterinary Surgeon**

6.1 The Owner may have the Horse treated by the vet of their choice as indicated in Schedule 1 Part 2. Should the need arise, The College agrees to contact the Owner's nominated vet in the first instance but reserves the right to call in another practitioner should the Owner's choice not be available in an emergency.

The Owner may otherwise agree to the Horse being treated by The College retained veterinary surgeon.

6.2 Whilst every reasonable effort will be made to contact the Owner prior to a veterinary examination, there may be times when the Owner is not contactable, The College reserves the right to have the Horse treated or in extreme cases, euthanized if deemed appropriate by a qualified vet. If the Owner remains uncontactable this decision will

be made without the Owner's prior consent. In every case the Owner will remain responsible for the cost of all veterinary care received.

- 6.3 The Equine Centre will provide The College appointed Veterinary Surgeon with the Owner's name, address and telephone number for invoicing purposes if relevant.
- 6.4 In the event of an emergency, the College will endeavour to transport the Horse to a veterinary practise if advised by a veterinarian and if the Owner does not have immediate access to their own transport. However, this should not be relied upon as the only method of transport.

7. Passport

- 7.1 The Owner will provide the College with the Horse's passport at the outset of this Agreement and the College will keep this safely, ensure that it is kept up to date with any vaccinations and relevant veterinary treatment and return it to the Owner with the Horse at the end of the Term. The College shall also return the Horse's passport to the Owner on a temporary basis where it is required (by law or any rule of any regulating body) to accompany the Horse when travelling away from the Equine Centre, including (without limitation) to a competition/show, demonstration or other event. In those circumstances, the Owner shall return the passport to The College upon the Horse returning to the Equine Centre.
- 7.2 The College will not seek to amend the details of the Owner in the passport save in the circumstances of abandonment by the Owner as set out in clause 19 of this Agreement.

8. Alternative Therapies and Dentistry

If the College deems necessary, or if the Owner chooses to have any other therapy/treatment (e.g. physiotherapy, acupuncture, dentistry) administered to the Horse the Owner will pay all related bills.

The College will not allow any such therapies/treatments to be carried out without the Owner's consent.

9. Feeding and Care of the Horse

9.1 Where appropriate minor injuries/ailments will be treated under the direction of either the Equine Centre staff or Equine Studies teaching staff employed by The College and any appropriate charges may be made to the Owner.

9.2 For all Loan Agreements, The College undertakes to feed, house and care for the Horse to ensure his/her well-being for the duration of this Agreement. Should the Horse require a specific diet, full details must be provided and any additional costs for this will be the responsibility of the Owner to include all supplements.

For all other Stabling Agreements, the Owner will remain responsible for the cost of all feeding care received.

10. Foot Care and Farriery

For Bronze and Silver Loan Agreements the College will pay all costs relating to basic foot care and treatment for the Horse providing The College farrier is used. Any remedial foot care above the cost of a standard set of shoes is to be paid for by the Owner. If the Owner requires their own farrier to attend the Horse, the Owner will be responsible for the whole cost of the foot care. Unless stated by the Owner, horses will be worked unshod.

For all other Stabling Agreements, The Owner will remain responsible for the cost of all farriery care received.

11. Worming

The Equine Centre will administer all worming treatments under its preventative programme. Unless previously agreed with the College, the Owner will be responsible for the costs of any worming treatments.

12. Location of Horse

The College will keep the Horse at the Equine Centre, Sparsholt College, Winchester, Hampshire, or at times a Sparsholt College rented field for the duration of this Agreement and will move him/her only in the event of an **emergency** (e.g. fire, natural disaster) in which circumstances the Owner will be notified as soon as possible.

13. Horse Management

13.1 This clause 13.1 and 13.2 is applicable only to Loan Agreements

The College will have the use of the Horse for the Term of this Agreement. The Horse will only be ridden under the instruction or supervision of suitably qualified staff. The Horse may be used for all educational and teaching purposes including commercial, competition and research.

13.2 The College reserves the right to move the horse within the area outlined in clause 12 namely the Equine Centre at Sparsholt College Winchester and the rented field adjoining the Equines Centre at Sparsholt College Winchester.

13.3 Horses may go home for the holiday periods in agreement with the Equine Centre Manager.

13.4 As part of this Agreement, The Owner may be able to ride The Horse. However, The College reserves the right to negate this Agreement if the Equine Centre Manager judges this Agreement to be in any way inappropriate to the welfare of the Horse, or on grounds of health and safety. This must be outside of timetabled hours and in prior agreement with the Equine Centre Manager. The Owner may give written permission for people other than the owner to ride the Horse within the terms of this Agreement.

13.5 The College accepts no liability for the above activities, whosoever rides the Horse does so at their own risk. The Owner will ensure suitable insurance cover is in place.

13.6 If a Horse is to be held at the Equine Centre for the purpose of meeting with the Farrier or with a medical professional (incl. a Dentist) and does not have a Loan Agreement in place, a service charge of £15 will be incurred per hour.

14. Welfare, Health and Safety

- 14.1 The College reserves the right to terminate this Agreement if the Equine Centre Manager deems this Agreement to be in any way inappropriate to the welfare of the Horse, or on grounds of health and safety.
- 14.2 All parents are responsible for their children's behaviour, wellbeing and safety at all times when on The College premises.
- 14.3 It is understood by the Owner that horse care and riding carry their own inherent risks and that they accept the responsibility to take care of their own safety and that of the Horse and third parties.
- 14.4 Sparsholt complies with Safeguarding Legislation as set out in The Children's Act 1989. In order to protect you from allegations and to safeguard our students please comply with the following requests: Do not exchange mobile phone numbers or make friends on Facebook or any social media with students. Report any incidents of bullying, discrimination or illegal activities that you become aware of to college staff. If you have any queries, please do not hesitate to contact Kymmy Lewis from the safeguarding team on 01962 797579.
- 14.5 Any external contractor visiting the Sparsholt Equine Centre to view the Horse during student timetabled sessions, must either have an advanced DBS check or be accompanied by a staff member at all times. This does not apply to Loan Options as staff already accompany external contractors. All other contractor visits, even if the owner is planning to be present with the contractor will incur a service charge if a DBS Certificate number is not provided. Please always check with the EC Manager prior to arranging any site visit. The EC Manager can always check if a DBS is already held for a contractor.
- 14.6 Sparsholt College Students attending the Equine Centre must at all times wear their College ID badges (this may be tucked into a top for safety but must be presented when asked for). All others attendees must report to the Equine Centre Reception to sign in as a matter of priority.

15. Turnout

Turnout may be provided by The College at the discretion of the Equine Centre Manager.

16. Access

For Stabling Agreements, the Owner may have access to the Equine Centre during college opening hours, outside of timetabled sessions. During term time this will be 7.30am – 9.00am and 16.30 – 20.00 Monday – Friday inclusive. Weekends and holiday periods the Owner will have access 8.00am – 20.00 (excluding bank holidays and college closure days). This is subject to review and The College reserves the right to close the centre early for operational or health and safety requirements with due notice.

17. Health and Safety

The owner of the Horse and anyone handling or riding the Horse or visiting the Equine Centre with the Owner's permission will be expected to comply with the Equine Centre's policies. Failure to do so will result in termination of this contract.

18. Instruction

The Owner is permitted to use the facilities to receive private riding instruction in agreement with the Equine Centre Manager, but the Owner is responsible for ensuring that the instructor has appropriate liability insurance cover through the British Horse Society Register of Instructors or equivalent. Individuals providing private riding instruction are not insured through Sparsholt College Hampshire for the purpose of providing private riding instruction.

Owners may have lessons either booked through the College with a College coach or bring their own coach with them for a lesson; this may be someone unknown to the College or a person employed by the College who also works as a freelance coach. If the Owner wishes to have sole use of the arena or wishes to use any equipment in a planned lesson, the arena must be hired. If the Owner is happy to share use of the arena and is receiving a flat lesson, no additional arena hire is required. If equipment

is used, sharing use of the arena is not an option. For any groups lessons, if this includes even just one external client, the arena must be hired and paid for in full.

19. Schedule of Tack and Equipment

19.1 A Schedule of tack and equipment belonging to the Owner and included in this Agreement is detailed as attached (see Appendix). Sparsholt College Hampshire will take reasonable steps to prevent damage and/or loss but cannot be held responsible for any item. In signing the Owner accepts that wear and tear to said tack and equipment is inevitable and that they are responsible for the costs of repair/replacement.

19.2 *This clause 19.2 is applicable only to Loan Agreements*

All the Horse's equipment (e.g. saddle, bridle, and rugs) will be assessed for appropriate fit and suitability for purpose. The College reserves the right to request the Owner to provide additional/replacement tack and/or equipment if this is deemed to be required. The cost of this is to be met by the Owner.

19.3 No horse trailers/boxes are to be left on College property without the express permission of the Equine Centre Manager. Permission to leave a trailer/box on site will only be granted if the Owner provides a spare key for any padlocks/wheel-clamps and submits in writing their name, vehicle registration (as marked on the trailer/box), and an emergency contact telephone number to the Equine Centre Manager. A charge of £40 per term will be invoiced for any trailer/box keep on The College premises.

The trailer/box remains the responsibility of the Owner at all times and The College does not accept any liability for the insurance, maintenance or security of such trailers/box. The Owner should therefore ensure that they hold adequate insurance cover for the trailer/box including provision for damage by third parties.

19.4 The College reserves the right to dispose of any trailer\box, as it sees fit, that remains on College property if:

- a) The trailer/box remains unregistered with the Equine Centre Manager for a period of one month or more

- b) The Owner has been asked to remove the trailer/box from College property but fails to do so within one month of a written request

The College reserves the right to move any trailer/box to another location on The College campus in the event of operational or health and safety requirements without due notice.

20. Outstanding Amounts Due

20.1 The College shall be entitled to exercise a contractual lien over the Horse, tack and any equipment of the Owner left in the possession of The College in respect of any costs, charges or expenses outstanding from the Owner. If any such costs, charges or expenses remain outstanding for a period greater than thirty days from when they fall due, or if the Owner refuses to collect or accept the return of the Horse, The College shall in addition be entitled to:

- a) Sell the Horse, tack and any equipment in whatever way it sees fit
- b) Retain from the proceeds of sale sufficient to pay all monies due from the Owner to The College at that time, including any costs incurred in keeping the Horse, tack and equipment (including without limit, any veterinary or medical costs or feed costs), and any costs and expenses relating to the sale.

20.2 The College shall remit the balance (if any) of any net sale proceeds to the Owner within 28 days of receipt by it.

21. Termination

21.1 Without affecting any other right or remedy available to it, The College shall have absolute discretion to terminate this Agreement with immediate effect. For example: if the Owner's behaviour is deemed inappropriate with the College's Values.

21.2 Either party may at any time terminate this Agreement by giving written notice to the other if:

- The agreement is breached.
- if the other goes into liquidation or,

- in the case of an individual or firm, becomes bankrupt, makes a voluntary arrangement with his or its creditors, or has a receiver or administrator appointed.

21.3 The Owner agrees to respond to any contact by The College and to co-operate should The College wish to terminate this Agreement.

22. Consequences of Termination

22.1 Upon termination of this Agreement however caused the Owner's consent to The College's possession of the Horse shall terminate and the Owner may, by its authorised representatives, and at its expense, retake possession of the Horse and for this purpose may enter the Site or any premises at which the Horse is located.

22.2 If notice is served **or the Term of this agreement has been reached** and the Horse has not been removed from The College by the end of this notice period, the Owner will incur a weekly charge of £113.00 for straw or £124 for shavings until the horse leaves the premises and The College's care.

22.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

23 Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

24 Contact Details

- 24.1 The Owner will notify The College of any change of address or contact telephone numbers or email address.
- 24.2 Any correspondence to The College must be directed to the address provided at the beginning of this Agreement.

25 Signatures and Witnesses

This section of this Agreement carries the signatures of the parties involved (in the case of The College an approved representative) and the witnesses.

The Owner

SIGNED as a DEED

By

in the presence of:

Witness signature:

Witness name:

Address:

Occupation:

The College

SIGNED as a DEED by

By (College Representative)

in the presence of:

Witness signature:

Witness name:

Address:

Occupation:

THIS SECTION MUST BE SIGNED BY THE PARENT/GUARDIAN/GUARANTOR IF THE OWNER IS UNDER 18 OR IN SUCH OTHER CIRCUMSTANCES AS THE COLLEGE REQUIRE

As Parent/Guardian/Guarantor of The Owner I agree to be personally liable for payment of the above fees and cost for The Horse

Signed
.....

Print Name
.....

Relationship to Owner
.....

Date
.....

Schedule 1

Part 1

The Horse

Name:

Height:

Age:

Sex:

Colour and description:

Breed:

Breed Registration no:

Freeze mark:

Passport no:

Condition:

Does the Horse have any vices? Please describe them:

Other information:

Date last wormed:

Brand:

Date teeth rasped:

Was sedation necessary?

Tetanus/Flu vaccination Date:

Date due:

Date last shod:

Part 2

Owner's preference of Veterinarian and their contact details

Name.....

Address.....

Postcode:

Telephone number.....

Email address.....

Part 3

Owner's preference of farrier and their contact details

Name.....

Address.....

Postcode.....

Telephone number.....

Email address.....

Part 4

Owners preference for emergency and financial care

Please indicate your preference in the event that you are unable to be contacted:

Should your Horse be taken ill would you prefer the Equine Centre to:

- Agree to surgery on your behalf
- Agree to euthanasia on your behalf

Schedule 2

Loan and Stabling Agreements

Having read this Agreement please indicate your choice below:

Horses on Loan with Gold and Silver Loan Agreements must have a minimum of one day per week when the Horse is not exercised.

Loan Agreement Gold

The Horse may work up to 5 hours per week. The Owner agrees to pay £62.00 per week (straw) and £72.00 per week (shavings). Owners may ride at times when the Horse is available.

Loan Agreement Silver

The Horse may work up to 10 hours per week. The Owner agrees to pay £31.00 per week (straw) and £41.00 per week (shavings). Owners may ride at times when the Horse is available.

Loan Agreement Bronze

The Horse may work up to 15 hours per week. There are no stabling costs to pay. Owners may ride one weekend day in agreement with the EC manager.

Stabling Agreement DIY

Included in the cost of £62.00 per week (straw) and £72.00 per week (shavings) is a stable, bedding and forage. All other care and management of the horse remains the responsibility of the Owner.

Stabling Agreement Assisted DIY

Gold £113.00 per week (straw) and £124.00 per week (shavings). Equine Centre to give hard feed and forage twice, turn out and catch in or walker, muck out am, skip out pm and two rug change per day. All other care required in ensuring the welfare of the horse remains with the Owner. This includes exercise requirements.

Silver £93.00 per week (straw) and £103.00 per week (shavings). As above two days per week only. All other care required in ensuring the welfare of the horse remains with the Owner. This includes exercise requirements.

Bronze £93.00 per week (straw) and £103.00 per week (shavings). Equine Centre to give hard feed and forage twice, turn out and catch in or walker and two rug change per day. It is the responsibility of the Owner to attend the horse daily to muck out and to fulfil all other welfare and exercise required.

The Horse is to wear stable bandages/boots at night (additional charge of £2 per day)

The Horse is to wear bandages/boots in the field (additional charge of £2 per day)

Stabling Agreement Summer Grazing

The Horse will live out in a group of horses. The Owner will remain responsible for the daily health and care of the Horse £26 per week.

Stabling Agreement Pony

The Pony will live out in a group of horses and ponies and may be used for all educational and teaching purposes including commercial, competition and research. The Owner agrees to pay £26.00 per week.

Stabling Agreement Exercise

Only offered at the discretion of the Equine Centre Manager at a cost of £165.00 per week (straw) and £175.00 per week (shavings). As Stabling Agreement Assisted DIY plus up to five days of exercise per week.

Total amount payable per week £.....

For as long as the Horse remains at The College Equine Centre the terms of this agreement will apply. The cost of the Horse being at the College outside of any agreed term will be £113 for straw or £124 for shavings per week.

All prices will be subject to annual review and the College reserves the right to increase prices giving The Owner 30 days' notice in writing.

Appendix

A Schedule of tack and equipment

Please ensure ALL items are CLEARLY marked with the Horse's name

(please see clause 14.1)

Item

Bridle

Saddle GP
(if synthetic, please **supply safety stirrups**)

Stirrup Irons

Stirrup Leathers

Girth

Numnah (if specialist)

Martingale (If required)
or
Breast Plate

Stable Rug

Thermatex/cooler

New Zealand Rug

Over-reach/specialist

Other:

Insurance details

Please attach a copy of the insurance policy

Insurance policy number:

Company:

Level of the Horse's training

Please describe the Horse's training: