

Berkshire Riding Centre Ltd

Crouch Lane, Winkfield, Berkshire. SL4 4TN

Tel: 01344 883331 Fax: 01344 893424

Yard: 01344 884992

e-mail: info@brc.uk.com

web: www.brc.uk.com



GENERAL CONDITIONS OF LIVERY

1. DEFINITIONS:

CENTRE	BERKSHIRE RIDING CENTRE LTD
PROPRIETORS	Mr and Mrs T.G.F Lord
CUSTOMER	Person/s with whom contract for livery is entered into by the Centre
HORSE	Horse or pony to be kept at the Centre
CONTRACT	Agreed conditions of Livery

2. LIMITATION OF LIABILITY:

Save for death or personal injury caused by negligence of the Centre or anyone for whom in the law the centre is responsible, neither the Proprietor nor any agent, employee or representative of the Centre accept any liability for any accident, loss, damage, injury or illness to horses, owners, riders, spectators or any other person or property whatsoever howsoever caused.

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

No children under the age of 16 may be left at the Centre without one parent, or under the supervision of an adult, without prior agreement in writing with the Centre. The Centre is unable to supervise such children other than during a Centre activity e.g. a lesson.

- 3. WARRENTIES:** The Centre shall not be bound by any an oral warranty purported to be given by the Centre or on behalf of the Centre unless it is confirmed in writing by the Centre.
- 4. This Contract is personal to you and is not transferable.**
- 5. The Contract** may be revoked at any time at the discretion of either the Centre or customer. One full calendar month's notice to be given in writing. Full payment for that month to be made whether or not the Horse remains at the Centre for the duration. There will be no exceptions to this and *you should only sign this contract if you accept this clause.*
- 6. INSURANCE:-** The Centre is not responsible for the Insurance of the Horse or any other property of the Customer. The centre strongly advises the Customer to ensure that adequate Insurance is undertaken and that the policy covers any activities agreed as a part of Livery services contracted. Riders are also recommended to insure themselves against personal accident and liability.
- 7. TYPES OF LIVERY:-**
PART LIVERY The provision of stabling and or grazing on a rental basis by the Centre for remuneration. The care of the Horse to be under

taken by the Customer and the Centre. Any daily requirements of the Horse must be logged in writing in the Favours Book situated in the Yard Office and agreed with the Centre. Where possible queries regarding the fulfilment of these favours must be made the same day. All costs are the responsibility of the Customer.

FULL LIVERY The provision of stabling and or grazing on a rental basis by the Centre for remuneration. The care of the Horse to be undertaken by the Centre. Special needs or instructions must be notified in writing in the Favours Book. All costs are the responsibility of the Customer.

SCHOOLING LIVERY The provision of stabling and or grazing for an agreed period for the purpose of schooling Horse according to the Customer's requirements. The Customer will be expected to view the Horse periodically to assess progress. All costs are the responsibility of the Customer.

The Centre will decide which stable and or grazing will be allocated to the Horse. Where possible the special needs and wishes of a Customer will be accommodated.

The Customer will obtain the Proprietor's consent before installing any fittings to the stable allocated. The Centre will carry out all repairs and alterations. Any requirements should be written in the Jobs Book situated in the Yard Office. Damages caused by the customer's horse, over and above fair wear and tear, will be charged to the customer at cost.

Maintenance of grazing and fencing is the responsibility of the Centre. Rotation of grazing and restriction of turn out will be at the discretion of the Centre. Any damaged fencing or sighting of poisonous plants should be reported immediately.

Any excessive damage by any Horse (e.g. from crib biting the fences, crashing through fencing etc.) will be charged to the Customer. The Centre operates a two hour turn out policy, given limited grazing, subject to weather / ground conditions.

8. **VETERINARY SURGEON:** The Customer may employ a Veterinary Surgeon of their choice. In the event of an emergency the Veterinary Practise used by the Centre will be summoned. The Centre reserves the right to contract the vet at their discretion, the cost of the visit and subsequent treatment to be the responsibility of the customer. All vet costs will be paid direct by the customer, the Centre will not pay Vet bills direct.
9. **FARRIER:** The Customer is responsible for the care and cost of the Horse's shoeing needs and may employ the Farrier of their choice. On an agreed basis the Centre will arrange and pay the Farrier directly, billing the customer on the monthly bill.

- 10. FEED AND HAY:** The Centre will provide these requirements, the choice within reason will be at the discretion of the Customer. Special feed items – supplements, vitamins etc. will be billed to the customer.
- 11. BEDDING:** All Horses at the Centre are on shavings. Monthly livery includes a bale of shavings per week. Extra shavings, (e.g. for set-up, client choice, excessive wetting by the horse etc.) will be charged and MUST be purchased from the Centre at the current market price.
- 12. CUSTOMERS EQUIPMENT:** The Centre will provide a Bridle and Saddle rack in the tack room, one trunk (locked) may be stored in the barn, and a slot for grooming kit and up to 4 rugs is provided in the rug room for each Customer. Note: responsibility for these items is the customers. The Centre can take no responsibility.
- 13. SECURITY:** CCTV, security lights are fitted around the premises, the tack room is protected by an alarm and gates are locked at night, staff and the owners live on site. All customers are requested to report any suspicious persons to note and report to a member of staff any number plates belonging to unidentified cars/trucks.
- 14. SAFETY, FIRE, FIRST AID, HEALTH AND SAFETY POLICY**
- No climbing on machinery, hay or shavings is permitted.
 - The first aid box, and accident book are in the yard office.
 - A copy of the health and safety policy is in the yard office and should be read by all Customers.
 - Fire regulations are posted around the yard and ample fire extinguishers are located in appropriate places.
 - It is the responsibility of all Customers to read and observe these fire regulations.
- 15. PAYMENT:** Payment for livery to be made in advance, extras like feed supplements, shoeing, clipping etc. in areas. Payment is due on the first day of the month. Basic livery must be paid by standing order, a form for which is available to send to your bank. Any extras will be put on the monthly bill and should be settled separately. No payment will be carried over to the next month. Customers failing to settle an account should note that the Centre reserves the right to have a general lien on the horse and all equipment kept at the Centre. If full payment is not made within 14 days of written notice of warning, the Centre reserves the right to dispose of the aforementioned to recover the outstanding debt, any balance, after costs, being returned to the Customer.
- 16. STABLE RULES AND PRICE LIST:** These are attached and are periodically updated. An updated copy of the stable rules will be displayed on the notice board on the yard – please refer to it for any changes.

THESE CONDITIONS APPLY TO ALL CUSTOMERS OF THE CENTRE.