

Berkshire Riding Centre Ltd

Crouch Lane, Winkfield,
Berkshire, SL4 4TN
Tel: 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 a 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 however 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. **WARRANTIES:** 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 must be given in writing. Full payment for that month must 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 cover is taken out and that the policy covers any activities agreed as a part of the livery services contracted. Riders are also recommended to insure themselves against personal accident and liability.

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7. **TYPES OF LIVERY**, only full livery is offered, this comprises the provision of stabling and or grazing on a rental basis by the Centre for remuneration. The care of the Horse will be undertaken by the Centre. This includes the provision of feed, basic bedding, mucking out, an exercise programme, tack cleaning and grooming. This list may vary from time to time. Special needs or instructions must be notified in writing in the diary kept in the office. 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 may not install any fittings to the stable allocated. The Centre will carry out all repairs and alterations. Any requirements should be written in the diary 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/ gates 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, but it is recommended that the customer use the vet contracted by the Centre. In the event of an emergency the veterinary practice used by the Centre will be summoned. The Centre reserves the right to contact the vet at their discretion, the cost of the visit and subsequent treatment however remains 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 Centre will contract a farrier to implement the Horses shoeing needs. The cost of this will be paid on behalf of the client and recharged to the customer on the monthly bill. If the customer wishes to use their own farrier they may, however the customer will then be responsible for booking their farrier, attending their visit and for payment.
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 or straw. If shavings are used monthly livery includes a bale of shavings per week. Extra shavings or straw, (e.g. for set-up, client choice, excessive wetting by the horse etc.) will be charged and MUST be purchased from the Centre.
12. **CUSTOMERS EQUIPMENT:** The Centre will provide one bridle and one saddle rack in the tack room, one trunk (locked) may be stored in the trunk room, or elsewhere as directed. A slot for one grooming kit and up to 3 rugs is provided in the rug room for each customer. Note: responsibility for these items is the customers. The Centre can take no responsibility.

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13. **SECURITY:** CCTV, security lights are fitted around the premises, the tack rooms are protected by Secom Plc alarms and the doors to both tack rooms are locked out of hours. The main gates are locked at night, staff and the owners live on site. All customers are requested to report any suspicious persons to a member of staff and take note of any number plates belonging to unidentified cars/trucks.

14. **SAFETY, FIRE, FIRST AID, HEALTH AND SAFETY POLICY**

- Detailed risk assessment & health & safety policies exist and are updated regularly. The customer should both make themselves familiar with these and then comply with them. Copies of these are available on demand, can be downloaded from the website and a hard copy is kept in the office.
- The first aid box, and accident book are in the yard office.
- Fire regulations are posted around the yard and 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 must be made in advance, extras like feed supplements, shoeing, clipping etc. in arrears. 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 the customer's bank on request. 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 a 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 :** These are available on request, can be viewed on the Centre's website (www.brc.uk.com) and are periodically updated. An updated copy of the stable rules will also be displayed on the notice board on the yard – please refer to it for any changes. Customers must make themselves familiar with these rules and comply with them, without exception.

17. **DATA CONSENT:** Please read our privacy policy which can be found on our website – www.brc.uk.com – under the “about us tab”.

In this livery agreement you have supplied us with personal data - contact information and in some cases medical information.

We confirm that this information will be stored securely, will never be given or sold to third parties and will only be used by us to refine / deliver/ communicate with you about the services you have, or will, purchase.

Please note we do not hold any financial information about you, e.g. credit or debit card, or bank account details. Card data, when given over the phone, or in person, is not stored nor recorded, other than for the transaction in hand. Some clients, such as livery

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clients, make regular payments by standing order. Note standing orders are set up and controlled by you, the client.

Signing this contract, via the “Full Livery Contract” summary sheet reflects your agreement to all elements of this contract and the consent to use your data as indicated in point 17 above.