

Student and Staff DIY Livery Agreement 2021/22

Name of horse:			("the Horse")
Age :	Breed:	Colour:	
Sex:	Microchips/brands/ identifying marks:		
Please circle:	Student	Staff	

This Agreement is made on _____ between:

1. Writtle University College ("WUC"); and
2. _____ ("the Owner").

General Information

The facilities at Writtle University College Equine Training and Development Centre and Lordships Stud have been created to provide a safe working environment, in order to teach our students the correct principles of horse husbandry.

Under the tuition of qualified and experienced staff, our students are prepared for Further Education and Higher Education courses and British Horse Society examinations. Also during the year a range of short courses, lectures, research trials, demonstrations, open days and shows are held so that the teaching opportunity provided by establishing this unit will be utilised to optimum advantage. It has to be understood that the facilities are provided as a teaching resource.

All horses stabled at WUC must be generally of good temperament (e.g. free from dangerous vices).

1. Definitions

"Business Hours" The Business Hours of the Yard are:
8am to 5pm. All DIY liveries MUST be off the yard by 7:30pm each day.
Horses must be tended to by 8:30am weekdays and 9am weekends.
DIY Tackroom is open 7am to 7:30pm weekdays,
8am – 5:30pm weekends

"Fees" As set out in Schedule 2;

"Horse Unit" Cow Watering Campus Equine Training and Development Centre, Cow Watering Lane, Writtle, CM1 3SD.

2. Services and facilities

- 2.1 WUC will provide livery facilities in an efficient and professional manner which meets the welfare needs of the Horse and in so doing will exercise every possible care, attention and diligence. These services are for the benefit of a member of staff or a student studying at Writtle University College. Should the Owner leave WUC, the Horse must be collected and this contract terminated.
- 2.2 Grass livery will only be available at WUC's discretion.
- 2.3 WUC agrees to provide:
- (i) At all times, a dry stable, with adequate light and ventilation;
 - (ii) An area of hard standing where the Horse may be groomed, shod etc.;
 - (iii) At all times, an unlimited supply of fresh clean water;
 - (iv) Limited turnout for those choosing the DIY barn stabling (subject to weather and ground conditions). Fields will be allocated at the discretion of WUC staff. No Horse may be left alone in a group turnout field. The Owner must remove droppings daily from the field into which their horse has been turned out. Winter and individual turnout will be limited and weather dependant.
 - (v) At all times, a secure fencing to all areas used by the Horse;
 - (vi) Access to equestrian facilities during specified times. This is at the discretion of the Senior Yard staff member as appropriate. Please note that all WUC lecturers' and exercising of college/livery clients horses will have priority and students may be asked to vacate the facilities.
 - (vii) New academy stabling will only have access to sand pens, no grass turnout.
- 2.5 WUC shall ensure that all persons wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, when riding and leading, a hat conforming to current safety standards and stout boots with a flat sole and a small heel.
- 2.6 WUC shall provide a wormer for all horses on arrival at the premises. If horses are removed for any period of time they shall be wormed on their return to the premises. The wormer will be charged to the Owner.

3. Responsibilities of the Owner

- 3.1 The Owner is responsible for supervision of the Horse and for providing the Horse with daily feed and water. Feeding is the sole responsibility of the Owner and the Horse must be kept in satisfactory condition. Hard feed is not supplied by WUC. All feed must be kept in a bin with a secure lid.
- 3.2 The Owner is responsible for mucking out the Horse daily.

- 3.3 The Owner is responsible for turning out and exercising the Horse regularly according to its needs. The facilities at the Horse Unit are available to all Owners when not required by WUC. If the Owner requires exclusive use of the school it must be booked in advance in agreement with the Yard Manager and the appropriate fee paid as stipulated in Schedule 2. WUC reserves the right to amend to exclusive use of the school without prior notice.
- 3.4 In the event that the Owner fails to ensure that the Horse is provided with any of the matters listed in Clause 3.1, the Owner agrees that WUC may undertake this work and charge the Owner in accordance with the sums set out in this Agreement or where not covered by this Agreement, at the market rate. If these sums are not paid they will be taken from the deposit.
- 3.5 The Owner shall inform WUC if the Horse is to be absent from WUC premises during non-term time and must stipulate the dates when the Horse will leave and return to WUC. Failure to provide this information will result in a full month's livery being charged. Weeks during term time will be charged for 7 days regardless of attendance at weekends.
- 3.6 The Owner shall wear appropriate dress at all times when in the vicinity of the Horse, including without limitation, a hat conforming to current standards and stout boots with a flat sole and a small heel. The Owner must ensure that correctly fitting saddle & bridle is worn when riding, and reflective / fluorescent equipment is worn by the rider / horse when hacking, in accordance with current regulations.
- 3.7 The Owner is obliged to have and maintain throughout this Agreement at least minimum third party insurance. (This is available with BHS Gold Membership) The Owner will need to provide WUC with a copy of their updated insurance certificate **for each year** of attendance.
- 3.8 The Owner must provide WUC with a copy of the passport and up to date vaccination record for the Horse. This must be submitted **for each year** of attendance.
- 3.9 The Owner agrees to abide by and comply with WUC Health and Safety standards and safe working practices. The Health and Safety policy for the Horse Unit is set out in schedule 3, or available from the Yard office
- 3.10 The Owner must comply with Yard rules and regulations as listed in schedule 4 and must sign a code of conduct.
- 3.11 The Owner is responsible for providing a full set of tack and equipment.
- 3.12 The Owner may only bring guests to either yard in limited circumstances and should obtain permission from a senior member of Yard staff before doing so. Guests must sign in at the office upon arrival. Guests must not make contact with any other horses due to biosecurity.
- 3.13 The sale of horses from WUC premises is strictly prohibited.
- 3.14 The Owner must care for their turn out, being mindful of ground conditions and should be mindful of the security of items being left around the turn out areas.

4. Use of the Horse

- 4.1 Should an owner deem their horse as suitable for use by WUC, this will be discussed and agreed by the Yard Manager.
- 4.2 Use by WUC may result in livery price deductions at the discretion of the Equine Resource Manager.

5. Fees and Payment

- 5.1 In consideration for the provision of the livery services, the Owner will pay the Fees and any additional sums due under this Agreement.
- 5.2 (*Students only*) A deposit of £100 (the “**Deposit**”) will be paid by the Owner with the request form. The Deposit will be returned at the end of the year minus any outstanding livery charges including care charges as mentioned in 3.4 & 5.6 or deductions for any damage or breakages to WUC premises or possessions caused by the Owner or the Horse.
- 5.3 The Owner understands that the price of hay and other provisions fluctuate and WUC will amend the Fees from time to time in order to reflect this. WUC will provide the Owner with one month’s written notice of any price changes.
- 5.4 (*Students only*) Invoices are to be paid monthly in advance. The first month’s livery must be paid on or before the Horse arrives at WUC.
- 5.6 If the Owner does not arrive at the Yard within the time given in schedule 4, **additional charges will be levied** for emergency labour costs
- 5.7 Accounts outstanding for more than 30 days will be charged at 10% interest per month.
- 5.8 The Horse will not be released from WUC until all outstanding Fees have been settled.
- 5.9 In the event that the Fees or any additional sum due under this Agreement remains unpaid for more than three (3) months after they first become due, the Owner agrees that WUC may sell the Horse, provided that written notice has been given to the Owner of the intention to sell, at least seven (7) days before sale. From the monies received from the sale of the Horse, WUC may retain such sums to cover any unpaid sums due under this Agreement and the reasonable costs of sale. Any remaining monies shall be returned to the Owner within thirty days of sale.
- 5.10 (*Staff only*) Staff discounted Fees are available for Owners who are permanent, full or part-time employees of the College. Staff on fixed-term contracts may also be eligible for the discounted Fees, for the duration of their contract only. The discounted Fees will be taken monthly in arrears from the Owner’s wages. If the Owner leaves WUC employment, he or she must inform the Horse Unit in writing. The Owner understands that discounted Fees will cease immediately upon termination of their employment. If the Horse remains at WUC after this date, the Owner will be invoiced the standard livery charge according to the livery price list in place at that time.
- 5.11 Where applicable fees will be subject to VAT at the prevailing rate.

6. Quarantine

On arrival, the horse will be stabled with limited contact with other horses for one week. This period of quarantine may be extended at the discretion of the Senior Yard staff. If the Senior yard staff deem the horse to be unsuitable it will not be allowed to remain. The Owner will be informed accordingly and must remove the horse without delay. Turn out will be offered on an individual, rota basis for a period of two weeks after which time intergrated turn out on a rota will implemented.

7. Farrier

7.1 The Owner is responsible for ensuring that the Horse is attended by a registered farrier at least every 8 weeks. The Owner bears the sole responsibility for their own farriery costs. WUC will reserve the right to have any DIY horse shod by the WUC farrier if shoeing is not kept up on a regular basis. The Owner will be invoiced for this and a handling fee will be incurred by the Owner.

7.2 All arrangements and accounts for farriery will be the sole responsibility of the Owner. Invoices must be sent direct to the Owner and not via the WUC account under any circumstances.

8. Worming

8.1 Worming the horse is the responsibility of the Owner; the Horse must be wormed regularly or will not be allowed out on the pasture to avoid contamination of the pasture. A worming plan will be provided by WUC.

9. Turn-Out

9.1 The duration of turn-out will be determined by a Senior Yard staff member.

10. Veterinary

10.1 The Owner is responsible for all veterinary costs (including visits, examinations and treatments) and invoices must be sent directly to the Owner.

10.2 The attendance of a vet to the Horse is the responsibility of the Owner. However the Owner agrees that, in the event that the Horse requires urgent veterinary attention, WUC yard staff may call a Veterinary surgeon and authorize any essential treatment, provided that WUC makes all reasonable attempts to contact the Owner before such work is carried out.

11. Disease Prevention and Documentation

11.1 The Horse must have correct documentation relating to the administration of equine influenza and tetanus vaccinations and the Owner will provide WUC with a copy **prior to** arrival. Horses arriving from countries deemed 'high risk' will be subject to extended quarantine and will require proof of freedom from disease.

11.2 The Owner must provide WUC with a negative strangles test certificate (by blood test) before arrival. **The test must have been carried out within ten days of arrival.**

- 11.3 Should the Horse leave the Horse unit for more than 5 days (or a shorter period if the risk of exposure is increased) but less than 30 days it will need to be quarantined upon its return for at least 1 week and a new strangles blood test will be carried out if signs of illness occur. If the Horse is away from the Horse unit for 30 days or more a new strangles blood test will need to be taken before the horse is allowed to return to the Yard.
- 11.4 The Horse shall be examined by a Senior staff member on arrival at WUC and any problems noted.
- 11.5 The Owner must inform the Yard Manager or Equine Resource Manager immediately should they suspect the Horse could be carrying a virus or any illness of an infectious nature.
- 11.6 There must be no crossover between livery horses and Stud stock with regard to immediate contact or contact via a secondary source such as tools, clothing, equipment and the Owner must make every effort to practice biosecurity between themselves and horses within the Stud.

12. Termination

- 12.1 Either party may terminate this Agreement by providing the other party with one month's written notice unless the horse is being used in a dissertation trial – notice of leave would need to be agreed by a Senior staff member.
- 12.2 If the Owner cannot collect the Horse following termination, WUC reserves the right to continue to charge livery fees at the standard advertised rate until the Horse is collected.
- 12.3 Any breach of this Agreement or the Resource Unit rules and regulations (schedule 4) may result in termination of the Agreement. Current standard procedure is that you will be provided with a verbal warning on your first infringement; a written warning on your second and termination on your third warning. If the infringement is deemed to be gross misconduct the Owner will be asked to remove the Horse immediately without notice.

13. Liability and Insurance

- 13.1 The Owner shall insure the horse and provide a copy of the insurance policy to WUC upon signing this Agreement and in each subsequent year. It is strongly recommended that a fully comprehensive insurance cover is obtained. As stipulated in Clause 3.7, the Owner must retain at least Third party liability insurance protection and it is recommended that the Owner also retains comprehensive insurance cover for the horse, tack and veterinary fees.
- 13.2 WUC accepts no responsibility for any loss through theft, damage or injury to any person, animal or equipment at the College (except where such loss is caused by the College's negligence) nor accepts any liability for loss or damage caused by any owner or horse.

14. General

14.1 No amendment of the terms of this Agreement shall be valid or binding unless made by prior written agreement between WUC and the Owner.

14.2 This Agreement shall in all respects be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

15. Fire or Accident

Procedures to follow in the event of fire or accident will be made clear to you. Please follow instructions, do not panic and do not put yourself at undue risk. Smoking is only permitted at the designated area in the car park.

Contact Details:

Phone (Horse Unit): Yard office : 01245 423698

Yard Manager : 07407 732391

Email:

Dan.cook@writtle.ac.uk – Equine Resource Manager

Clare.jacobs@writtle.ac.uk – Yard Manager

Tessa.Campbell@writtle.ac.uk - Administrator

SCHEDULE 1
DIY AGREEMENT INFORMATION

NAME OF HORSE:	
PASSPORT PROVIDED	
COLOUR/MARKINGS:	
SEX:	
D.O.B:	
HEIGHT:	
BREED:	

1.	Owner's name:	
	Invoice Address:	
	Tel (Home):	
	Tel (Work):	
	Tel (Mobile):	
	Email:	
2.	Emergency contact:	
	Tel:	
	Email:	
3.	Veterinary Surgeon:	
	Address:	
	Tel:	
4.	Insurance Company:	
	Address:	
	Tel:	
	Policy Type:	
	Policy Number:	
	Freeze Brand Number:	
5. Does your horse suffer from any condition requiring special management procedures? (i.e. R.A.O., sweet itch etc). If yes, please give details and instructions.		

<p>6. Has your horse suffered any illness, injury or lameness requiring veterinary treatment during the last 12 months? If yes, please give details.</p>
<p>7. Does your horse suffer from any stable vice? (i.e. crib biting etc). If yes, please give details.</p>
<p>8. What was the date of your horse's last Tetanus and Equine Influenza inoculations?</p>
<p>9. When was your horse last wormed?</p>
<p>10. When was your horse last shod? Please provide any special requirements in relation to farriery.</p>
<p>12. Is your horse well mannered when turned out with other horses? Please give details if necessary.</p>

13. Please include as much information as you can, in this section, about your horses known history including breeding, early life, when purchased, competition results, any illnesses or injuries etc.....

14. All items provided with the horse must be clearly marked with the name of the horse. Please list all of the items supplied with your horse in the inventory below:

ITEM

DESCRIPTION

Schedule 2 – Use by WUC Owner Name :
SCHEDULE 3 – CHARGES FOR DIY LIVERY (subject to variation)

The Horse Unit (Cow Watering Campus)

Livery Type	What's included	Cost per day
DIY Livery	DIY Livery box, straw, use of field or sand pen where applicable, and facilities (shavings not included)	£5.50 stable £3.50 Hay £2.00 bedding (+ 20% VAT)

To Note: All costs, with the exception of livery charges (including feed), are the responsibility of the Owner. This includes all costs in relation to veterinary (reproductive or otherwise), farriery, worming and preventative inoculations. Invoices must be sent to and paid by the owner direct and NOT arranged via WUC.

WRITTLE UNIVERSITY COLLEGE SCHOOL HIRE PER HOUR

If you are stabled at WUC there is no charge to use the school.
 For private use the following charges apply:

Area	Fee per hour
Outdoor School	£5.00 per hour
Indoor School 25 x 65 (there are 2 indoor schools) (up to 4 riders max)	£15.00 per hour

All fees will be subject to a six month revision

SCHEDULE 3 **HEALTH AND SAFETY**

Please read the following notes carefully before completing your livery agreement.

The facilities at Writtle University College Cow Watering Campus have been created to provide a safe working environment, in order to teach our students the correct principles of horse husbandry. In order for the DIY facility to run efficiently in conjunction with the University College the following rules must be adhered to.

Students must follow the same health and safety policy adhered to by all other yard users:

- All students must sign a safety code of conduct
- It is strongly advised that you do not ride unless someone else is present on the Yard.
- Sturdy boots must be worn when handling horses and for all stable duties
- No jewellery is to be worn
- Long hair must be tied back
- Correct riding dress must be worn – jodhpurs, riding boots, gloves and correct standard of hat
- Body protectors are compulsory when jumping on the University College estate.
- No sleeveless tops
- No hoodies
- In extreme weather sensible shorts may be worn for designated tasks only – Yard staff will outline these tasks.
- Gloves, sturdy boots and a hat conforming to current standards must be worn for turning out/bringing, lunging and handling horses outside the stable.
- No smoking is allowed anywhere on the Yard premises – use designated smoking areas only.
- Procedures to follow in the event of a fire will be made clear to you on arrival
- Mobile phone use should be restricted to car parking areas

SCHEDULE 4 – HORSE UNIT YARD REGULATIONS

- DIY livery horses must be mucked out by 8.30am and the yard finished and tidy by 9am. At weekends horses are to be mucked out by 9.30am and yard tidy by 10am.
- The yard must be kept in high standing including the correct horsemanship, handling and welfare of the horse.
- Students are not permitted to visit their horses in timetabled lectures; if they do so then their course managers will be informed.
- All saddlery, rugs, grooming kits, mucking out tools must be supplied by the owner and well labelled. Students are not permitted to use any university college equipment.
- All equipment is to be stored in the livery tack room or feed room. It is advisable to bring a lockable trunk. Only head collars and rugs are to be kept outside stables.
- The yard staff must be informed if another person will be attending to your horse and that person must adhere to the University College health & safety policy.
- If the yard and fields are not kept clean and tidy a warning will be given. If this is ignored then turnout may be stopped.
- No other services will be provided by the University College, all care will be the sole responsibility of the owner
- In no circumstances should owners climb on hay or straw bales in storage barn.

Use of Facilities

Use of the Horse Unit facilities will be at the discretion of the Yard staff.

- Arenas: use of all arenas will be restricted mainly to evenings and weekends. Droppings must be picked up after using arenas and horses feet picked out. All lights are to be turned off, doors closed and bolted after each use. Sole use of a school, if available, will be charged at normal student rate
- Student lessons take priority, which will sometimes take place at weekends. It is possible that sometimes occasionally schools may be unavailable with little or no notice.
- The horse walker: use of this must be arranged with the yard staff and must be swept after use
- Show jumps must be put away after use with care taken not to block the fire exits in the arenas.

Riding Out

- Information will be given on the University College rides. Please be considerate when riding on these tracks, keeping off crops and being courteous to other riders and pedestrians. It is compulsory that students wear high visibility tabards when out hacking. It is recommended that all students sit the riding and Road Safety Exam, which the University College regularly hosts

Owners are reminded that the Equine Unit is a career training yard and it is expected that DIY liveries will display a high standard of horse management and respect the rules and routine of the unit as a whole.

DECLARATION

I understand the terms and conditions under which my horse will be on livery and I agree to abide by them. I also agree that subsequently should at any time, for whatever reason, I am asked to remove my horse I shall do so within the month of written notice. I agree that I will give WUC one month's written notice prior to removing the horse from the premises. I am satisfied that I have informed WUC of any material facts concerning my horse's health and safety and that these facts have been recorded. I will not hold Writtle University College liable for any action taken by any member of staff or student resulting in any detriment to my horse caused by my failure to disclose any material fact or caused by some occurrence that could not have been reasonably foreseen. I agree to honour the standards set by the staff of Writtle University College and fully understand the inherent risks of keeping horses. I understand that Writtle University College will not be liable and that horses will be kept at my own risk. The information I have provided in Schedule 1 is accurate to the best of my knowledge.

PLEASE ATTACH A COPY OF YOUR VACCINATION RECORDS, HORSES PASSPORT AND INSURANCE POLICY (SEE INSURANCE AND LIABILITY CLAUSE ABOVE)

OWNER

Print Name: _____

Signed: _____

Date: _____

EQUINE RESOURCE MANAGER (on behalf of Writtle University College)

Print Name: _____

Signed: _____

Date: _____