

Student and Staff DIY Livery Agreement 2022/23

Name of horse:			("the Horse ")
Age :	Breed:	Colour:	
Sex:			
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 has 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 8am weekdays and 9am weekends.
DIY Tackroom is open 7am to 7:30pm weekdays,
8am – 6:30pm 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. 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 facilities 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 bark paddock turnout will be limited and weather dependant.
 - (v) 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 horses will have priority and students may be asked to use an alternative area.
 - (vi) Academy stabling will only have access to sand pens, no grass turnout is provided.
 - (vii) At all times, a secure fencing to all areas used by the Horse.
- 2.5 WUC will insist 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, gloves and stout boots with a flat sole and a small heel. Appropriate yard attire and PPE **must** be worn at all times whilst on the premises. Failure to adhere to this will result in WUC staff member issuing a verbal warning and initiating the disciplinary procedure as per section 11.4.

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 within the time limits stated in section 1.

- 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. 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 give a minimum 7 days notice to 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 with a minimum 7 days notice 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. Should the horse be removed from the Yard for any reason during term time, charges will be made for the stable but not hay and bedding.
- 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 is responsible for ensuring that a 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 must have and maintain throughout this Agreement at least minimum third party insurance. (This can be 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 is required to 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 may only bring guests to either yard outside of teaching hours, 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.
- 3.12 The sale of horses from WUC premises is strictly prohibited.
- 3.13 The Owner must care for their allocated turn out, being mindful of ground conditions and removing droppings.

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.
- 4.3 For DIY non-ridden working livery please see schedule 5.

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 A deposit of £200 (the “**Deposit**”) will be paid by the Owner with the DIY livery 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 The Owner will be invoiced monthly with invoices being raised prior to the months end. Should the owner fail to inform WUC of any changes prior to the raising of the invoice, a credit note will not be raised and the invoice must be paid in full.
- 5.5 Accounts outstanding for more than **30 days** will be charged at **10% interest** per month.
- 5.6 The Horse will not be released from WUC until all outstanding Fees have been settled.
- 5.7 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.
- 5.8 (*Staff only*) Staff payroll discount is 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 upon agreement with the payroll department. 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.

- 5.9 Where applicable fees will be subject to VAT at the prevailing rate.

6. Quarantine

After providing WUC with all relevant documentation and a negative strangles blood result, all horses on arrival at the Horse Unit are required to quarantine for at least a 7 day period. Horses should not be brought onsite if they are not in a state of general good health. The period for quarantine may be extended at the discretion of the Senior Yard staff or following a Veterinarian's advice if deemed necessary.

Horses will be required to have limited contact with others and all precautions must be taken to ensure the safety of our resident horse population. An isolation procedure form must be signed prior to the horse arriving onsite agreeing that the terms have been understood.

Horses arriving from countries outside of the UK will be required to isolate for a 2 week period and are subject to additional health testing as stated in 10.1 of this agreement.

Any livery found not to be complying with the isolation rules and requirements will be subject to the warning procedure being 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. Senior staff will provide advice.

9. Veterinary

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

- 9.2 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.

10. Disease Prevention and Documentation

- 10.1 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 their country of origin. All horses arriving from the EU will need to be accompanied by an Export Health Certificate (EHC). The Owner must provide WUC with a negative strangles test certificate (by blood test) before arrival. Nasal swabs are not acceptable. **The test must have been carried out no more than 10 days prior to arrival.**
- 10.2 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 and the results submitted to the Yard before the horse is allowed to return.
- 10.3 The Horse shall be examined by a Senior staff member on arrival at WUC and any problems noted.
- 10.4 All horses **MUST** arrive in good health. If the Owner has any concerns or suspects the horse could be carrying a virus or illness of infectious nature it must not be brought onto site until further investigations to determine health have been carried out.

11. Termination

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 Failure to adhere to the terms and conditions stipulated in this contract will result in the disciplinary procedure being initiated. A verbal warning will be issued, followed by a written warning. Any further instances will result in being asked to leave the yard with 7 days notice.

12. Liability and Insurance

- 12.1 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.

- 12.2 WUC accepts no responsibility for any loss through theft, damage or injury to any person, animal, equipment or vehicle at the College nor accepts any liability for loss or damage caused by any owner or horse.

13. General

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

- 13.2 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.

14. Fire or Accident

Procedures to follow in the event of fire or accident are clearly marked on notices throughout the Yard. Familiarise yourself with the fire procedures and the designated fire assembly points. You must 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 Managers;

Clare Jacobs : 07407 732391

Clare.jacobs@writtle.ac.uk

Hilary Smith : 07760 789568

Hilary.Smith@writtle.ac.uk

Equine Resource Manager, Dan Cook : 07805 878693

Daniel.cook@writtle.ac.uk

Tessa.Campbell@writtle.ac.uk - Administrator

SCHEDULE 1
DIY AGREEMENT INFORMATION

NAME OF HORSE:	
PASSPORT NUMBER	
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:	

SCHEDULE 2 – 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, use of field or sand pen where applicable, and facilities	£6.50 stable £3.50 Hay / haylage £2.20 bedding (+ 20% VAT) (Straw or shavings <u>PRICE BASED ON 2</u> <u>BALES PER WEEK</u> <u>ONLY</u>)

All fees will be subject to a six month revision

Horse box storage can be facilitated by prior arrangement. Vehicles are left at owners risk and no liability is accepted by Writtle University College. Storage cost is £5 per week.

I accept that any belongings or vehicles are left on site at my own risk

Signed: Date:

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 at anytime on the yard**
- Long hair must be tied back
- Correct riding dress must be worn – jodhpurs, riding boots, gloves and hat complying to current BHS standard.
- Body protectors are compulsory when jumping on the University College estate. Must be to current BHS standard.
- 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
- If hacking, a member of senior yard staff must be informed of your route and a fully charged mobile phone should be taken with you. Hi-visibility clothing **MUST** be worn by yourself and your horse. You must familiarise yourself with hacking routes and do not trespass on private land or public footpaths. A portable first aid kit is available from the Yard office.

SCHEDULE 4 – HORSE UNIT YARD REGULATIONS

- DIY livery horses must be tended to by 8am and the yard finished and student off the yard by 9am. At weekends horses are to be tended to by 9am and yard tidy by 10am.
- The yard must be kept in high standing including the correct horsemanship, handling and welfare of the horse.
- 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, feed room or tool shed. It is advisable to bring a lockable trunk. Only head collars and rugs are to be kept outside stables. Rugs must be kept tidy. Any rugs not in use should be kept in the resource room.
- The yard staff must be informed if another student will be attending to your horse and that student 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 and the disciplinary procedure will be initiated as per section 11.4. Tours and visits are often arranged and all areas must be maintained to a high standard at all times.
- 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.
- Storage is limited; minimal bedding storage is available. WUC do not offer storage for hay due to cross contamination issues.

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. Arenas must not be used for turn out and horses must not be allowed to roll on the surfaces.
- 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: can be used before 8:00 am and after 4:30pm but use of this must be arranged with the yard staff and must be swept after use.
- Show jumps and all poles must be put away after use with care taken not to block the fire exits in the arenas.
- Yard rotas must be adhered to.

Riding Out

- Information will be given on the University College rides. Please be considerate when riding on these tracks, keeping off crops and public footpaths, and being courteous to other riders, pedestrians and cyclists.
- **Do not ride on public footpaths or private land.**
- It is compulsory that students wear high visibility tabards when out hacking. Students should inform Yard staff of their intended route and take a fully charged mobile phone. A portable first aid kit is available in the Yard office.
- It is recommended that all students sit the BHS Ride Safe 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 and yard management, respecting the rules and routine of the unit as a whole.

SCHEDULE 5 - Student and Staff DIY Non-ridden Working Livery

New for 2022/23, WUC are offering limited places for student and staff DIY non-ridden working livery. Owners will be offered a discounted stabling fee in return for allowing their horse to be used in non-ridden practical sessions. The owner will have full access to their horse at all times, but the Horse Unit will reserve the right to use the horse for a maximum of two practical sessions per day (Monday – Friday). Yard managers will communicate with the Owner to agree on the horse’s daily practical commitments.

Horses would be required to be used in, but not limited to, the following type of practical sessions:

1. Ground schooling (lunging/long reining)
2. Competition grooming (plaiting/bandaging/ tacking up)
3. Clipping and trimming (by agreement)
4. Therapeutic techniques (Palpation, Massage, ROM, Stretching)
5. Static and Dynamic Assessment (including trotting up in hand)
6. Research trials/projects

Horses will have access to all facilities at the Horse Unit, large stables, shared grass turnout (weather permitting) and bark pens. Please see 2.1 for full facility guidance.

Charges for DIY non-ridden working livery - The Horse Unit (Cow Watering Campus)

Livery Type	What’s included	Cost per day
DIY Non-ridden Working Livery	<ol style="list-style-type: none"> 1. Large DIY Non-ridden Working Livery stable 2. Use of field/bark pen 3. Full use of facilities 4. 6 monthly saddle check 5. Worming/egg count 6. Dentist once per year 7. Nutrition assessments/advice 4 times per year 8. Regular veterinary physiotherapy assessments/treatments 	<p>£4.00 stable</p> <p>£3.50 Hay / haylage</p> <p>£2.20 bedding (+ 20% VAT)</p> <p>(Straw or shavings)</p> <p><u>PRICE IS BASED ON TWO BALES PER WEEK ONLY</u></p>

All DIY non-ridden working livery horses will be subject to a one-month trial to assess suitability. If, following the trial, the horse is deemed unsuitable for practical sessions an alternative stable will be offered at the full priced DIY livery rate stated in Schedule 3.

DIY non-ridden working livery packages are offered for the period of one academic year (September – May) inclusive and are reviewed on an annual basis. Usual livery rates will apply outside of these times.

All other costs and conditions of DIY livery stated in the agreement are the responsibility of the owner.

If you would like your horse to be considered for DIY non-ridden working livery, please tick the box below and print your name. We will be in contact with you to discuss your horse's suitability in more detail:

Print name.....

Telephone number.....

Following an initial assessment of the horse, if both parties agree to progress to a one-month trial, please sign below:

OWNER

Print Name: _____

Signed: _____

Date: _____

EQUINE RESOURCE MANAGER (on behalf of Writtle University College)

Print Name: _____

Signed: _____

Date: _____

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: _____