

Edinburgh Equestrian Centre and E.C Robertson & Co Contract

This Agreement is made on Date of signing the Details of Livery Form

Between

**The Edinburgh Equestrian Centre and E.C. Robertson & Co.
Grieves Cottage
Home Farm
Dalkieth
EH22 2NJ**

and

The OWNER or person to which the horse has been loaned (if horse is on loan to you please provide the address, telephone number and email address of the owner as well as your own) on Livery Details:

N.B. The Owner is the owner of the Horse or the person to which the Horse has been loaned and wishes to engage the Yard to carry out the Services in respect of the Horse in accordance with this Agreement.

Terms and Conditions of Livery

1. Edinburgh Equestrian Centre and E.C. Robertson & Co.(The Provider) agrees to provide * Full/Part Livery/DIY/Grass with Box/Grass Services, and The Owner agrees to pay for same, as set out in the Services & Pricing Schedule and in accordance with the Terms and Conditions as set out in paragraphs 2 to 10 below.
2. The Provider reserves the right to change the Services & Pricing Schedule and/or the Terms and Conditions of the agreement by giving The Owner one month's notice on Yard's Notice Boards.
3. Payment of Livery Charges shall be made monthly in advance. Extra services, as set out in the Services & Pricing Schedule, will be billed with the next months bill. If payment is not made by the due date(s) The Owner will be considered to be in Default and The Provider may terminate the Agreement with immediate effect.
4. Payment is due as soon as the bill is issued on the 1st of the month. Payments received after the 8th of the month will incur a late payment fee of £20 which will be added to the following months bill.
5. The Provider or The Owner may terminate the Agreement by providing one months notice in writing. Notwithstanding the cause of termination of the Agreement, all sums due to The Provider shall be paid, by cleared funds, prior to the removal of the horses(s) by The Owner. The Provider shall be entitled to retain the horses(s) at the agreed Livery Charge together with any tack and other equipment of the Owner until such payment is made in full.

6. In the event that the Livery Fee or any additional sum due under this Agreement remains unpaid for more than two months after they first became due, the Owner agrees that the Yard may sell the Horse(s) tack and any other equipment as it shall in its absolute discretion think fit without further notice to The Owner. From such proceeds of sale, The Provider may deduct all sums due at the date the sale is completed together with any expenses concerning the sale and any other related expenditure of whatsoever nature. Any remaining money shall be returned to the Owner within thirty days of sale if in contact.
7. The Owner agrees that in the event that the manager of the Yard believes that the Horse is in need of urgent veterinary/farrier attention, the Yard may summon a veterinary surgeon/farrier and authorise any essential treatment, provided that the Yard makes all reasonable attempts to contact the Owner before such work is carried out. The Owner agrees to take responsibility for veterinary/farrier fees incurred in accordance with this paragraph.
8. Notwithstanding that The Provider will take all reasonable steps to maintain security, horse(s), tack, equipment and vehicles are kept at the premises at The Owners risk.
9. The Provider undertakes to maintain Public Liability Insurance and to comply with Health and Safety at Work regulations in respect of Employees, The Owner(s) and other Authorised Visitors. The Owner agrees to insure their horse(s) for Third Party Liability including liability for death and personal injury.
10. The Owner undertakes to inform The Provider in the event of any change of address or contact details.
11. The Owner shall observe any rules or requirements relating to those premises as notified to the Owner by the Yard.
12. Signing the Livery Form confirms agreement to abide by the Rules and acceptance of the terms of this contract.
13. This Agreement shall in all respects be governed by and construed in accordance with Scottish law and the parties hereby submit to exclusive jurisdiction of the Scottish Courts.

Signed Owner.....

Signed For EEC and E.C.Robertson.....

Date.....