

PRIORY COURT STABLED LIVERY TERMS AND CONDITIONS

This Agreement is effective from the date above ("Effective Date")

Between LOTTIE CROCKER HORSES AND TACK SHOP LIMITED ("LCH") and Full name, address, email and phone number above ("OWNER")

The Owner is an adult who owns the Horse(s) or the adult to which the Horse(s) is loaned to. IN CONSIDERATION OF the payments and mutual promises contained in this Agreement LCH and the Owner agree as follows:

1. Definitions

"Facilities" shall include all arenas, hacking, riding facilities and communal spaces located at the Yard as designated by LCH. It shall also include access to facilities at Loddon Court Farm (Spencers Wood) at LCH's discretion.

"Fee" shall mean the sum per Livery Service as stated in paragraph 2.1 payable per calendar month and per Horse as specified on the Information Sheet. "Horse" shall mean the animal(s) described on the Information Sheet.

"Other Riders" shall mean persons aged seventeen (17) and over who are authorised by the Owner to ride or care for the Horse on a one-off OR regular basis.

"Term" shall mean from the Effective Date of this Agreement until 31 January 2030.

"Yard" shall mean Priory Farm, Priory Drive, Beech Hill, Reading RG7 2BJ.

"Yard Rules" shall mean the instructions and requested behaviours indicated on the website under rules and etiquette <http://www.lottiecrocker.co.uk/about-us/health-safety/>

"Young Riders" shall mean persons aged sixteen (16) years and younger who are authorised by the Owner to ride and care for the Horse on a one-off OR regular basis.

2. Livery Service

2.1 LCH shall at all times during the Term provide one (1) of the following services at the Yard per Horse:

Type of service Meaning Fee per calendar month (pcm)

"5 Day Part Livery" Access to one (1) stable per Horse and one (1) group turnout paddock Access to "facilities" Hay & Straw is provided by LCH. Services included:

Monday – Friday Turn out, muck out, bring in, short feeds made and fed as required, Holding for appointments £550pcm Services NOT included within any “fee”: Changing of rugs, boots, other stable or field wear. Supply of short feed, alternative bedding or forage.

“7 Day Part Livery” Access to one (1) stable per Horse and one (1) group turnout paddock Access to “facilities” Hay & Straw is provided by LCH. Services included: 7 days a week Turn out, muck out, bring in, short feeds made and fed as required, Holding for appointments £650pcm. Services NOT included within any “fee”: Changing of rugs, boots, other stable or field wear. Supply of short feed, alternative bedding or forage.

“Training Livery” Access to one (1) stable per Horse and one (1) group or individual turnout paddock Access to “facilities” Hay & Straw is provided by LCH. Services included: 7 days a week Turn out, muck out, bring in, short feeds made and fed as required, Holding for appointments, Changing of rugs, boots, other stable or field wear, exercising and training. £850pcm. Services NOT included within any “fee” Supply of short feed, alternative bedding or forage.

“Training & Sales Livery” Access to one (1) stable per Horse and one (1) individual turnout paddock Access to “facilities” Hay & Straw is provided by LCH. Services included: 7 days a week Turn out, muck out, bring in, short feeds made and fed as required, Holding for appointments, Changing of rugs, boots, other stable or field wear, exercising and training. £850pcm. Sales commission 10%. Services NOT included within any “fee” Supply of short feed, alternative bedding or forage.

The service described above shall be referred to as the "Livery Service".

2.2 LCH shall be responsible for and shall provide the following services as included in the Livery Service:

- Access to the Horse and all premises where the Horse is kept at reasonable times or as required for essential care of the Horse;
- Access to the Facilities subject to Owner's compliance with the Yard Rules;
- Fresh and clean water by means of refillable water troughs in turnout fields and in stables;
- Supply of electricity including lighting in the stables and area of hard standing;
- Area of hard standing where the Horse may be groomed, shod, attended to by a vet etc.;
- A secure lockable storage area for basic equipment including one (1) set of tack.

2.3 The Owner shall observe and adhere to the following terms with regard to the Livery Service:

- All daily care of the Horse and the costs therein are the responsibility of the Owner, including but not limited to farriery, vaccinations, feed, veterinary treatments, and worming;
- Notify LCH at the earliest opportunity if any of the details provided on this form change;
- Abide by any rules and/or requirements specified in the Yard Rules or as made clear and reasonably requested by LCH on an ad-hoc basis;
- Ensure all Other Riders and Young Riders are aware of and adhere to the Yard Rules;
- Undertake health recommendations as required by LCH such as worming or vaccination requirements or any other diseases prevention guidance; and
- Notify LCH if the Horse is to be absent from the Yard overnight or for a period of greater than twelve (12) hours.

2.4 The Owner is responsible for any guests that they may have on the Yard including fully informing the guest of all risks related to the handling or riding of horses.

2.5 A parking space for a horsebox or horse trailer can be provided by LCH to the Owner at the Yard for an additional fee of £50 per calendar month, subject to availability and at LCH's sole discretion.

2.6 The Owner understands and accepts that LCH is not responsible for damage to or loss of any property, tack, vehicles, transportation parked per paragraph 2.5, or any other equipment kept at the Yard by the Owner.

2.7 The Owner acknowledges that any arrangement with Young Riders or Other Riders is not party to this Agreement and therefore not the concern of LCH. Consequently, the Owner agrees to bear full and final responsibility for the terms of this Agreement and the care of the Horse in any event.

2.8 The Owner will make arrangements to ensure that all Young Riders are accompanied by an adult when riding or handling the Horse or partaking in any other activities on the Yard.

3. Emergency Care

3.1 The Owner agrees that in the event LCH believes that the Horse is in need of urgent veterinary attention, LCH may summon a veterinary surgeon and authorise any essential treatment provided that LCH makes all reasonable attempts to contact the Owner before such work is carried out.

3.2 The Owner agrees that if a veterinary surgeon advises immediate euthanasia of the Horse to prevent further suffering in the case of severe injury or illness and the Owner cannot quickly be contacted after reasonable attempts are made, LCH may follow professional advice and give permission to the veterinary surgeon on the Owner's behalf.

3.3 The Owner agrees to take responsibility for veterinary fees incurred in accordance with this paragraph 3.

3.4 THE OWNER MAY OPT OUT OF PARAGRAPHS 3.1-3.3 BY SELECTING NO ON THE FORM

- The Owner understands that by opting out of paragraphs 3.1-3.3 LCH CANNOT call a veterinary surgeon to attend to the Horse in the event of injury or illness, which may cause the Horse unnecessary suffering and/or death.

- LCH WILL make all reasonable attempts to quickly contact the Owner in the event LCH believes the Horse is in need of urgent veterinary attention.

- WAIVER: The Owner agrees to specifically waive and release LCH from any and all claims relating to any suffering or death caused to the Horse as a result of the Owner's decision to deny permission for LCH to summon a veterinary surgeon.

4. Fees and Terms of Payment

4.1 In consideration for the provision of the Livery Services, the Owner will pay to LCH the Fee as stated in paragraph 2.1 per Horse.

4.2 The Owner shall pay the Fee by monthly Standing Order to Lottie Crocker Horses & Tack Shop LTD: Sort Code. 40-38-04 Account Number: 34886550. The Fee shall be paid on a day between 1st and 5th of each month.

4.3 If the Fee remains unpaid for more than two (2) calendar months after they first became due, LCH will terminate the Livery Services and inform the Owner in writing. The Owner agrees to pay the outstanding Fee and remove the Horse from the Yard within five (5) working days of receiving the written notice.

4.4 If the Agreement is terminated per paragraph 6.2(b), the Fee must be paid pro-rata according to the balance outstanding due to the number of days the Livery Service was

provided to the Owner since the last payment. Payment must be made within five (5) working days of the notice being served.

4.5 LCH reserves the right to increase fees for Livery Services as deemed appropriate, by giving a minimum of thirty (30) days' notice to the Owner.

5. Insurance

5.1 LCH will ensure that all horses and persons on the Yard are suitably insured for third party property damage and public liability cover.

5.2 The Owner understands and acknowledges that insurance cover for all other events including but not limited to accident, illness or injury to the Owner, Horse, Other Riders and Young Riders is not covered by LCH and is the responsibility of the Owner to procure a valid and appropriate insurance policy.

6. Term and Termination

6.1 This Agreement shall last for the Term, subject to earlier termination in accordance with this Agreement. At LCH's discretion, a new agreement will be offered to the Owner for signature before the end of the Term should the Owner wish to continue receiving the Livery Service.

6.2 The Agreement may be terminated before the end of the Term:

a. If the Owner no longer wishes to receive the Livery Services, they must provide LCH with 30 days notice. The Fee must be paid as normal for the period of the 30 day notice. Except for Sales Livery may provide LCH with 24hrs notice after sale of horse and 10% commission has been paid in full.

b. LCH reserves the right to give a 24 hour notice of termination the Livery Services if the Owner is deemed to be in breach of this Agreement, behaves in a way deemed as grossly inappropriate, abusive or dangerous, or breaks the rules of the Yard with severity. Once this notice is served, the Horse and any possessions belonging to the Owner must be removed from the Yard within 24 hours.

c. LCH reserves the right, at any time and with sole discretion, to give the Owner no less than one (1) calendar month written notice to terminate the Livery Services for any reason.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CHECKING THE BOX,
CHECKING THE BOX INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO
THESE TERMS.

This Agreement has been duly executed and delivered on the date below