



IN  
ASSOCIATION  
WITH

gunnercooke  
Equine Law

## Template Livery Agreement Amendment- Loaned Horse

The livery agreement amendment template below is a guide as to the type of document you can provide when a Livery Client loans a horse, rather than owning it. This is a secondary document to be completed by both the loaner and the owner which give you the right to contact either party, where applicable, in relation to the welfare or services for the horse.

This is a guide only and the changes to the agreement should be edited to reflect the specific circumstances. These changes would then override or be added to the clauses agreed in the original livery contract. Amendments can be added or removed as appropriate to make the agreement as concise or simple as required. The items highlighted in bold indicate common areas to be personalised.

When amended and completed with your own particulars and signed by both parties it will form a legally binding agreement that supersedes the original relating to the points included. Both the horse owner and yard proprietor should retain a signed copy of the agreement to be kept alongside the original livery agreement.

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### AMENDMENTS TO LIVERY AGREEMENT IN THE EVENT OF A LOANED HORSE

This amendment is made on the ***(Insert Date)*** between the parties ***(Insert Livery Clients Name & Address)*** (hereafter referred to as the LIVERY CLIENT) and ***(Insert Yard Proprietors Name and Yard Address)*** (hereafter referred to as the PROPRIETOR) and relating to the Livery Agreement in place for ***(Insert Horses Name)***.

This amendment is to allow for the fact that the HORSE is not under the ownership of the LIVERY CLIENT as laid out in the Livery Agreement, and is, in fact on loan from ***(Insert Registered Horse Owner Name and Yard Address)*** hereafter referred to as the REGISTERED HORSE OWNER

All points included on this AMENDMENT as specified shall relate to the original LIVERY AGREEMENT agreed between the parties on ***(Insert Date of Original Contract)***.

***(Amend as appropriate all following points in relation to your specified changes)***

Full responsibility of the day to day care of the horse (in line with the selected livery package), its welfare, point of contact and any related fees due for services lies solely with the LIVERY CLIENT.

In the event that any welfare issues arise, the HORSE is abandoned, neglected or there is any other cause for concern or reason for contacting a guardian of the horse in an emergency where the LIVERY CLIENT cannot be reached, the LIVERY CLIENT and REGISTERED HORSE OWNER are in agreement that the REGISTERED HORSE OWNER can be contacted directly by the PROPRIETOR.

As per clause (6) of the Livery Agreement, the REGISTERED HORSE OWNER is aware that following failure of payment of monies owed by the LIVERY CLIENT, the LIVERY CLIENT has agreed to the following:

**“The PROPRIETOR reserves the right to begin legal proceedings to recoup costs, or to sell the horse or items of tack belonging to the HORSE OWNER in order to recoup costs as long as the HORSE OWNER is notified in writing**

**of the intention to sell at least 7 days before the date of sale. From the monies received from the sale of the Horse, the yard may retain monies adequate to cover any unpaid sums by the HORSE OWNER due under this agreement and the reasonable costs of sale and keep of the horse during this period. Any remaining money shall be returned to the registered horse owner within 30 days of sale.”**

The REGISTERED HORSE OWNER agrees to this clause and is aware that in the event of the LIVERY CLIENT defaulting on payment, or failing to respond to communication by the PROPRIETOR regarding monies owed, the HORSE may be detained by the PROPRIETOR until such time as monies are paid in full. The PROPRIETOR shall contact the REGISTERED HORSE OWNER directly should this situation arise and, as the registered keeper of the animal, request the removal of the HORSE and any equipment owned by the REGISTERED HORSE OWNER from the LIVERY YARD within 7 days. Following removal of the HORSE by the REGISTERED HORSE OWNER, the PROPRIETOR shall seek reimbursement for monies owed directly from the LIVERY CLIENT which shall include all costs incurred up to the date of removal.

In the event that the REGISTERED HORSE OWNER fails to remove the horse within the 7 day specified period as detailed above, or fails to communicate with the PROPRIETOR following contact, the HORSE shall be retained until monies are recouped and any charges incurred by the PROPRIETOR for such rent and services from this date until removal of the animal shall be split 50/50 between the LIVERY CLIENT and REGISTERED HORSE OWNER and shall subsequently be recouped by any means necessary.

The amendments laid out by the PROPRIETOR in this Agreement Amendment supersede the related points in the original Livery Agreement. All other points remain as per the original Livery Agreement.

1. Three copies of this agreement shall be copied, one to be retained by the PROPRIETOR, one by the OWNER and the other by the HORSE OWNER. No changes may be made to the terms of this agreement unless made by prior written agreement between the PROPRIETOR and HORSE OWNER.
2. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.
3. All clauses, sub-clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
4. This agreement, and the rights set out in it must not be assigned or novated by either party.
5. The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
6. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
7. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Details of REGISTERED HORSE OWNER:

Name .....  
Address .....  
.....  
.....  
.....

Telephone .....  
Mobile .....  
Email Address .....

Signed and Dated:

..... **(THE REGISTERED HORSE OWNER'S NAME PRINTED HERE)**

..... **(THE PROPRIETOR'S NAME PRINTED HERE)**

..... **(THE LIVERY CLIENTS NAME PRINTED HERE)**

**IMPORTANT**

This information as provided above is intended to provide guidance and areas for consideration for those intending to enter into such arrangements. Anyone proposing to enter into such a written agreement should take consideration and their own legal advice as to their particular circumstances.