



Nottingham Trent
University

Brackenhurst Equestrian Centre

LIVERY SERVICE AGREEMENT 2022-2023

Version: 1
Date: 03.02.2022

Between

- 1. Nottingham Trent University**
School of Animal Rural and Environmental Studies
Brackenhurst Southwell NG25 0QF (“**the University**”)

and

- 2. Customer’s name (write in below):**

Customer’s address (write in below):

(“**the Customer**”)

each a “**Party**” and together the “**Parties**”

for the provision of **A DIY LIVERY SERVICE** (“**the Livery Service**”)

in respect of a horse known as

| | |
|---------------|--|
| Horse’s Name: | |
| Passport No: | |

(“**the Horse**”)

This Agreement is made on the following terms and conditions.

1. Livery Service - the University's obligations

- 1.1. In return for payment of the charges set out below at Clause 6 (the "Charges"), the University undertakes to provide the Customer with the following services, facilities and materials at the University's Brackenhurst campus:
- A Do It Yourself stable/loose box for the Horse with rubber matting flooring (the location of which may be varied by the University at its discretion);
 - Field turn-out for the Horse subject to ground conditions. This may be for limited duration in periods of bad weather (the location of which may be varied by the University at its discretion);
 - One wormer to be administered to the Horse by the Customer on arrival and two faecal egg count tests during the livery agreement period in accordance with the current worming programme of the Livery Code of Practice;
 - Secure storage, of reasonable capacity, for the Horse's saddle and associated tack;
 - Limited storage for forage, feed and bedding for the Horse;
 - Use of two large floodlit riding schools (one indoor) and a research arena. There is also a horse-walker, round pen and a weighbridge. These will be available subject to availability, outside of timetabled teaching hours;
 - 3 unopened bales of bedding upon arrival;
 - A copy of the University's Livery Code of Practice.

2. Customer's Obligations

- 2.1. The Customer requests and agrees to pay for the Livery Service specified in this Agreement.
- 2.2. The Customer understands and accepts that the University's Livery Code of Practice is an integral and binding element of this Agreement.
- 2.3. The Customer understands and accepts that the following items are not provided by the University as part of the Livery Service and must be undertaken or arranged by the Customer at the Customer's own expense:
- At least twice daily, to check and provide the Horse (as necessary) with water, forage and feed;
 - At least twice daily, to carry out routine stable management and check the welfare of the Horse in accordance with the Livery Code of Practice;
 - At least four times per week, clearing the allocated turnout paddock of all droppings;
 - Providing adequate bedding for the Horse in its allocated stable/loose box, in accordance with the current bedding policy of the University's Equestrian Centre;
 - Ensuring that the Horse's vaccination programme (as specified in the University's Livery Code of Practice) is up to date and recorded on a valid DEFRA-approved passport;
 - Ensuring that the horse has been microchipped and registered on the Central Equine Database;
 - Ensuring that the Horse has been blood tested for Strangles as part of the Premium Assured Strangles Scheme (as specified in the University's Livery Code of Practice), no longer than two weeks before the horse's arrival at Brackenhurst Equestrian Centre;
 - Arranging veterinary and dental treatment for the horse as necessary;
 - Arranging shoeing and farrier services for the horse;
 - Arranging, and maintaining for the duration of this Agreement, Public Liability Insurance cover for the Horse to a minimum claim cover level of two million pounds (£2 million);
 - Transporting the Horse to and from the University's premises at the commencement and termination of this Agreement.

3. Guarantor's obligations

- 3.1. In the event that the Customer is under 18 years of age at the commencement date of this Agreement, the University shall require a Guarantor to accept responsibility for guaranteeing payment of the Charges and for ensuring, as far as is reasonably possible, that the Customer fulfils his/her obligations under this Agreement.

4. Insurance

- 4.1. As specified in 2.3 above, the Customer is obliged to arrange, and keep in place for the duration of this Agreement, adequate Public Liability Insurance cover in respect of the Horse.
- 4.2. The University does not provide or arrange insurance cover against theft of the Horse or its saddle, tack or associated equipment, nor against accidental injury to the Horse and any associated veterinary fees. It is the responsibility of the Customer to arrange any such insurance as the Customer deems appropriate.

5. Liability and Indemnity

- 5.1. The University shall not be liable for the loss of the Horse through theft, except where such loss occurs as the direct result of proven negligence on the part of the University. In any event, the University's maximum liability in respect of any such loss shall be limited to £2,500 (two thousand five hundred pounds).
- 5.2. The University shall not be liable for the death of the Horse through illness or injury, except where the death occurs as the direct result of proven negligence on the part of the University. In any event, the University's maximum liability in respect of any such loss shall be limited to £2,500 (two thousand five hundred pounds).
- 5.3. The Customer agrees to indemnify the University against any claims made by third parties in respect of any loss injury or damage caused by the Horse or arising from the Customer's use of the Horse.
- 5.4. The University shall not at any time have any liability whatsoever to the Customer or any other third party as a consequence of this Agreement
- 5.5. In the event that the Customer is not the legal owner of the Horse, the Customer:
 - warrants that he/she has full delegated authority from the Horse's legal owner for the supervision, care and control of the Horse, and
 - warrants that he/she is acting with the knowledge and full consent of the owner in arranging livery for the Horse, and
 - undertakes to indemnify the University against any claim whatsoever which may be made by the owner in respect of the Horse.

6. Charges

- 6.1. The University shall make a Charge to the Customer for the provision of the Livery Service specified in this Agreement.
- 6.2. To secure an offered livery place; a deposit of £200.00 is charged at the time of a livery place being offered. To secure a reservation this deposit must be paid within 14 working days of being offered a place. After this point the reservation will be lost and the place will be awarded to the next applicant on the waiting list.
Notice of cancellation in writing before 11th June 2022, will be accepted and a full refund will be issued. Once a place has been accepted, if the student fails to take up the livery after 11th June, the £200 deposit is non-refundable, unless the cancellation arises due to:
 - examination results below the course entry requirements
 - if attendance is precluded on medical grounds (confirmed by a GP)
 - if attendance is precluded on veterinary grounds (confirmed by a vet)

At the end of the contractual period this deposit will be refunded. If necessary, any outstanding charges incurred will be deducted from this deposit on departure, at the end of the contract period.

- 6.3. The Charge for the Livery Service shall be as follows:

| Item | Charge (excluding VAT) | Payable |
|---|------------------------|--|
| Stable, turn-out, storage facilities, wormer on arrival, 3 bales of bedding. | £1323.00 Annual Fee | In 3 Termly Fixed Payments via NTU Online Store or Invoice |
| Further wormers and any other chargeable materials and services | At Cost | 1 month in retrospect via NTU Online Store |
| Ad hoc charges relating for example to replacement tack room keys etc or costs for minor repairs/damage, which have been caused by your horse | At Cost | 1 month in retrospect via NTU Online Store |

- 6.4. Three fixed payments of £441 (four hundred and forty one pounds), totalling £1,323 for the full contract period, are payable to the University via the NTU Online Store or Invoice. It is your responsibility to ensure that you keep up to date with your fixed termly payments, which are charged at the following points throughout the year:
- Friday 09 September 2022 (for livery provision from 25 Sep – 18 Dec 2022)
 - Friday 02 December 2022 (for livery provision from 18 Dec 2022 – 12 Mar 2023)
 - Friday 24 February 2023 (for livery provision from 13 Mar – 04 Jun 2023)
- 6.5. Terms of business are payment on receipt of invoice or NTU Online Store link.
- 6.6. The quoted Charges for the Livery Service are exclusive of VAT which shall be applied at the rate applicable at the time. In the event that the rate of VAT is changed by Government during the life of this Agreement, the new VAT rate shall be applied to the Charges from the date at which the change takes place.
- 6.7. The customer agrees to pay in full to the University the Charges stated on each invoice or NTU Online Store link on receipt, and not to withhold or offset any amount therefrom for any reason.
- 6.8. Failure to pay an invoice or NTU Online Store link in full when due shall constitute a material breach of this Agreement and may result in termination and/or legal action to recover amounts outstanding.
- 6.9. If the Customer chooses to temporarily or permanently remove the Horse from the University's livery facilities **under any circumstances** there shall be no entitlement to a refund or suspension of the charges and the Customer will be liable for full payment of the livery provision annual fee of £1323.00. A "no-penalty cancellation" option will only be available under the following circumstances:
- If the Customer is a **new student**, they will be allowed to cancel the Livery Agreement without having to pay for livery provision, provided that they send an email liveries@ntu.ac.uk with their intentions to cancel the livery provision booking and they:
 - don't get the grades to attend NTU
 - **or** they notify at least 21 days before the start of the livery provision period.
 - If the Customer is a **returning student**, they will be allowed to cancel the Livery Agreement without having to pay for any livery provision, provided that they notify liveries@ntu.ac.uk directly by email that they wish to cancel your livery provision booking and that this notification is received by the sooner of:
 - 7 days after the acceptance of the Terms and Conditions set out in the Livery Agreement
 - at least 21 days before the start of the livery provision period.
- However, the University will, at its sole discretion, consider varying or suspending the Charges in the event that the Horse has to be removed for urgent veterinary treatment or in the event of long term injury or death of the horse.
- 6.10. In the event of 6.9, the Customer must give at least 7 days' written notice of the period of removal via email to liveries@ntu.ac.uk.

7. Period of service provision

- 7.1. The provision of the Livery Service shall commence on **Sun 25 September 2022** and shall continue until **Sun 04 June 2023** unless otherwise terminated in accordance with clause 8 of this Agreement.

8. Termination

- 8.1. If an end-date is specified at 7.1 above, this Agreement and the provision of the Livery Service shall naturally expire and be terminated at 12noon on that date.
- 8.2. Irrespective of the period of notice specified in 6.9 above, the University shall have the right to terminate this Agreement with immediate effect in the event of any of the following:
- if the horse exhibits any habits, symptoms or other characteristics which, in the opinion of the University may be detrimental or injurious to the University's staff, students, property or other livery customers or their horses. In this context, "symptoms" includes contagious or infectious illness or disease;
 - if the Customer is in material breach of this Agreement. Material breach includes, but is not limited to, unacceptably low standards of care of the Horse; poor maintenance of the allocated stable/loose box, and adjacent yard areas and facilities; inadequate care or mistreatment of the Horse (in the opinion of the University);
 - if the Customer ceases to be a student at the University although the customer will still be liable for full payment of any remaining charges for livery provision as per point 6.9.
- 8.3. In the event of termination for any reason specified at 8.2 above, the Customer shall arrange removal of the Horse from the University's premises within 48 hours of receiving notice of such termination from the University. If the horse is not removed by the Customer within that period, the University shall have the right to:
- levy a charge on the Customer for each day that the Horse remains on the University's premises, equivalent to the University's then current daily charge for a full livery service, and
 - arrange for the transportation of the Horse to the address of its Owner and recover from the Customer any expenses incurred in so doing.

9. Force Majeure

- 9.1. The University shall not be responsible for any loss, damage or expense resulting from any delay, variation or failure in the provision of the Livery Service arising from circumstances beyond the University's reasonable control, including (but not limited to) earthquake, flood, storm, act of God, epidemic or pandemic, national emergency, riots, industrial disputes (including those which may involve its own staff), interruption of services rendered by any public utility or interference from any local or national government agency or official. These limitations will not apply insofar as any liability may not be excluded under the Unfair Contract Terms Act 1977.

10. Variation of agreement

- 10.1. Any variation to this Agreement shall require the written agreement of the Parties.

11. Signatures

- 11.1. Customer
I, the Customer, understand accept and agree to the terms and conditions of this Agreement.

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|------------------------------|--|
| Customer's signature: | |
| Customer's Name: | |
| Date: | |

11.2. Guarantor

I, the Guarantor, have read and understand the terms and conditions of this Agreement. I understand that, as the Customer is under 18 year of age, a Guarantor is required by the University in respect of certain of the Customer's obligations under this Agreement. I agree to act as that Guarantor and give the following undertakings:

- In the event that the Customer fails to pay the Charges due under this Agreement, I undertake to pay such Charges upon demand from the University;
- In the event that the Customer fails to do so, I undertake to put in place the Public Liability Insurance cover required under this Agreement;
- I undertake to ensure, as far as is reasonably possible, that the Customer fulfils all of his/her obligations under this Agreement.

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|----------------------------------|--|
| Guarantor's signature: | |
| Guarantor's Name: | |
| Relationship to Customer: | |
| Date: | |

11.3. University

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| Signed for and on behalf of the University | |
| Signature: | |
| Name & Post/Title: | |
| Date: | |