



Mystico
Equestrian Centre

ZA-AGReqc01

Livery agreement

These are the terms which apply to any agreement between us whereby we provide livery for one or more horses or ponies. We refer to either as "Horse"

Yard owner: Mystico Equestrian Centre

Address: PO Box 4038, Durbanville, 7551

Contact telephone no is: 021 300 0751 (Admin Office)

Office Hours: 9am – 4.30pm Monday to Friday
0824149999 (Siobhan –yard)

The "Yard": Mystico Equestrian Centre

The horse owner:

Your address is:

Your contact telephone no is:

Livery fees are charged: Monthly in advance

The "Facilities" are: The outdoor arenas
Dressage arena
Show jumps
Indoor arena

The "Services" are: Full livery only

Terms of the Agreement

By signing a copy of these terms, you agree to them.

1. The livery

- 1.1. Subject to your compliance with this agreement, you may keep horse /pony at the Yard;
- 1.2. Livery services: full, with current prices set out, in Schedule 1;
- 1.3. We will change our prices from time to time. When we do so, new prices apply from the beginning of the next month after we publish the change;

2. Your use of Yard

You must comply with the following requirements. You are also responsible for full compliance by any person who comes onto the yard in connection with your affairs, even if you did not invite him / her.

You must:

- 2.1. Use the stable only to secure one horse;
- 2.2. Comply with the procedures we have set out for safe and efficient running of the Yard, a copy of which is attached to this agreement. We may change the procedures at any time;
- 2.3. Comply with our reasonable suggestions in respect of the health of your horse;
- 2.4. Accept full responsibility for the personal safety of yourself and any person brought to the Yard by you;
- 2.5. Preferably take out insurance against third party claims to cover all usual or reasonable risks.
- 2.6. Have your horse vaccinated at appropriate intervals against African Horse Sickness (AHS), equine flu and tetanus. Proof of such vaccinations must be given prior to stabling at the yard as well as during your stay as and when it becomes due. (Record to be kept by yard, preferably passport to be held in safe keeping at office for ease of vaccinations)

- 2.7. Make good any damage caused by you or your horse, to the Stable, or any of our tools, equipment or Facilities, using professional tradesmen or buying replacements, as the case may be;
- 2.8. Keep tack, feed and any other possessions permitted in the yard in the designated places.
- 2.9. Look after all walls, fences, gates, locks, and other fixtures or installations at all times;

Clients are not permitted to:

- 2.10. Bring a dog or other animal onto the Yard;
- 2.11. Leave any rubbish on the Yard;
- 2.12. Bring onto or allow to remain on the Yard any animal infected with a contagious or notifiable disease;
- 2.13. Bring onto or store on the Yard any goods whatever except tack, rugs, feed and other goods agreed by us;
- 2.14. Contaminate or obstruct any waterway running through or adjacent to the Yard;
- 2.15. Waste water.
- 2.16. Waste electricity

3. Use of Facilities:

- 3.1. The fee we charge for livery does include use of the Facilities for personal use/ riding of livery horse/s. One arena will remain for the exclusive use of the resident trainers; this arena may change for time to time;
- 3.2. All riders are to abide, at all times, by the FEI regulations outlined for arena use, a copy of which can be provided if necessary
- 3.3. Should a facility be booked for an event, notice of such will be given and the facility or facilities will not be available during this event.
- 3.4. The use of facilities for 3rd party teaching will be charged for accordingly. All trainers to be pre-approved by the resident trainers.
- 3.5. All facilities, inclusive or paid for are used at your own risk.

- 3.6. If you move jumps or other equipment for your use, you agree to return it to where you found it unless we have agreed that it may be left where you used it;

4. Care of your horse

You undertake:

- 4.1. To deal with your horse at all times with consideration for the safety of other horses and clients;
- 4.2. Not to leave your horse tied up unattended;
- 4.3. Not behave in a manner that it is a nuisance to others;
- 4.4. To provide necessary veterinary care,
- 4.5. To provide farrier and dental care for your horse. If we make any arrangement for these services on your behalf we act only as your administrative agent. We are not responsible for any aspect of the services provided or payment thereof. When services are arranged by yourself, please inform yard manager/s of such attendance of 3rd party – date & time expected.

5. Limit of our responsibility

- 5.1. We are responsible for the overall care of your Horse as per agreement;
- 5.2. It is not our responsibility to exercise your horse/horses; if there is any responsibility on our part for exercising your horse, it is dependent on your chosen schedule and any changes to this schedule must be given in writing
- 5.3. You may not delegate any instruction or request to our grooming staff, only to the yard managers ;
- 5.4. If at any time, you fail to provide horse care services which are your responsibility under this agreement, or if we agree for a particular period or under a particular arrangement, to do so for you, whether we charge you or not, then we provided them without liability. You remain fully responsible for your horse;
- 5.5. If you fail to provide an acceptable level of care, and we believe it is in the best interest of your horse that we should provide care or professional

services of any type, then we shall do so and the cost at our usual rates will be a debt due by you immediately;

5.6. We are never responsible for the careless or negligent or intentional act of any other person who may cause you damage or inconvenience.

5.7. We may not be held responsible if a stallion breaks free or a mare gains access to a stallion paddock and the mare falls in foal. Although all precautionary measures will be taken to avoid such incidents/events.

6. Veterinary call out

If in our absolute discretion, it is necessary to call a vet to attend on your Horse, then we may do so, even if you are were not contactable to give your consent, . If we regard the circumstances as an emergency, we may call a vet to assess the horse's condition, even if you do not agree. You now irrevocably agree to pay the vet's fees if we do this.

7. Failure to pay our fees:

7.1. All livery bills are payable 1 month, in advance. Extra items are charged in arrears;

7.2. You may not use our facilities while ever a bill is overdue by more than 7 days;

7.3. When a bill becomes overdue by more than 7 days, you agree that we are entitled to take possession of your horse until payment to date has been made and you have arranged with us to remove your horse;

7.4. If you have still failed to pay us, 28 days after advance payment has become due, we may sell your horse and/or tack and/or trailer or box, and retain from the proceeds the money that you owe us. You now irrevocably appoint us as your agent to do this and sign any document on your behalf.

8. Horse Owner's indemnity

You agree to indemnify us against all costs claims and expenses arising from any act or omission of yours in connection with your use of the Yard whether or not it is in breach of this agreement.

9. Termination

- 9.1. Either you or the yard may terminate this agreement upon one calendar months' notice given at any time, without giving a reason. If we terminate before the expiry of a period for which you have paid, then we will refund that unexpired portion;
- 9.2. The termination of this agreement does not cancel any outstanding obligations between us;
- 9.3. You agree that we may take and sell for ourselves and tack or other equipment or materials left behind by you fourteen days after you have left the yard in lieu of storage fees.

10. Insurance

You may insure your horse on the Yard. We are under no obligation to insure anything and shall not be held responsible for any loss or damage to your horse, property or goods.

Signed by the parties:

On behalf of Mistico Equestrian Centre

Date

Horse owner (full names)

Signature

(or parent signature if under 21)

Date

Schedule 1

Schedule of service and Pricing:

Training Options		
Tier 1	R 5 500,00	Full Livery Only – Horses and Ponies
Tier 2	R 8 600,00	Livery and three sessions per week
Tier 3	R 10 500,00	Livery and five sessions per week
Note:		
Lessons on Tier 1 ad hock and chargeable at R350 per lesson individual alternatively R300 per group to a maximum of 3 riders		
Lessons on Tier 2 based on 3 sessions per week charged at R280 per session		
Lessons on Tier 3 based on 5 sessions per week charged at R250 per session		
Sessions based on any one of the following - Lunging, training or riding		

All Tiers include the following:

1. Stable services 7 days per week
2. Turnout to paddocks
3. Grooming daily
4. Feed according to work/your request morning and evenings
5. Bedding of shaving or a suitable replacement
6. Daily health assessments including a 8pm check up

All Tiers exclude:

1. Supplements
2. Veterinary supplies
3. Transfer of horse to the animal hospital

3rd Party trainers are to be booked by the livery clients and will be charged R100 per lesson per horse for use of the facilities. These must be booked in advance at the office as is not a guarantee the facility will be for your sole use.

Additional services by prior arrangement only:

Deworming within designated times frames determined by the yard. Cost determined by the cost at the time of purchasing the product	
Blanket washing	R120
Neck Piece washing	R 50
Numnah washing	R 20
Blanket Repairs – Based on damage	
Tack Cleaning	
Show Preparation	
Additional Shavings	R 50
Additional Oathay	R 35
Additional Lucerne	R 55
Additional concentrates	
Horse walker	
Free Lunging	R 80
Professional Lunging	R180
Solarium	
Trotting track	

Yard procedures, rules and etiquette

The yard procedures are, but not limited to the following;

1 Feed and care instructions

All instructions to us must be in writing, posted in the box located at the office (to be installed). This box will be emptied once a day.

2 Urgent instructions

If you cannot get to the yard or your instructions are urgent, you may call or leave a message on our telephone on 082414999. Please note that **we cannot accept responsibility for verbal instructions given to us around the yard,**

3 Changes of feed

Our rates are based on hay and/or lucern and up to three kilo of suitable concentrate per day. We shall be happy to discuss your horse's requirements with you, but we do charge for increased feed.

4 Parking

Please park in the allocated area and encourage your visitors to do likewise.

5 Use of covered arena

The covered arena may be booked by completing the booking sheet. Once booked, you may cancel only on at least 24 hours notice, as your booking may have prevented some other person from using it.

6 Use of other facilities

All of the agreed facilities around our establishment are available for your use, subject to a possible fee, shows, events and the state of the land, and of course use by others. We will post details of these, so far as we can, on the notice board in the lounge.

NOTE: the tent pegging/ gymkhana tracks (grass tracks) are for the sole use of tent pegging riders and their horses. The tent pegging competition track is not allowed to be used unless specifically arranged and agreed.

7 Security

Please look out for yourself and others on all questions of security. In particular, please shut the tack room door on leaving and do not disclose/give the code/key to anyone else. Always close gates if found closed.

NO SMOKING IN OR AROUND THE BARNS

Initial.....

8 Routes and pathways

Horses may not be taken down the narrow way between paddocks.

You may not trot or canter on any concrete/paved yard or way either in-hand or mounted.

9 Personal safety

A hard hat must be worn at all times you/any person are mounted anywhere on our establishment (incl if instructor or visitor that accompanies you onto the premises mounts a horse);

Please refrain from going on outrides alone – if you elect to do so, please inform the managers and carry your cellphone with you on such outride.

For your own safety we request that you do not enter the premises or ride before sunrise and do not leave or ride after sunset.

10 General rules

Please refrain from walking over the lawns with your horse and do not allow any horse to graze on the lawns.

Do not play/ interact with foals, stallions or attempt to do so with either privately owned or clients' horses.

Keep gates and stable doors closed at all times, especially arena gates when in use.

When services of a 3rd party are arranged by yourself, please inform yard manager/s of such attendance of 3rd party – date & time expected and the purpose of his visit.

11 Staff and Working hours

Staff has a break between 10am to 10:30am and lunch hours are between 1pm and 2pm.

A fine system might be initiated if rules are not been abided by.

Initial.....

INDEMNITY

ENTER & PARTICIPATE AT OWN RISK

Entry to these premises and use of its facilities by you, your visitors accompanying you (or any minor under your control), is entirely at your own risk. By entering the premises and using its facilities you acknowledge and confirm your complete understanding and acceptance of the dangers associated with horses, horse riding and farm animals in general. The owners, management and staff shall not be liable for any loss, damage, death or injury, including consequential loss or damage, howsoever suffered as a result of any act or omission occurring anywhere on these premises.

You hereby accept liability for any damage, harm, loss, death or injury caused to persons or property as a result of your activities or omissions.

You hereby irrevocably indemnify the owners, management and staff of the premises and its facilities and shall keep them indemnified at all times against any injury, death, loss or damage, and you hereby waive on behalf of yourself and on behalf of all your dependants and those whom you represent any and all claims which you or they may have arising out of any injury, death, loss or damage occurring to yourself or your property before, whilst and after entering these premises and using its facilities.

Horse owner (full names)

Signature

(or parent signature if under 21)

Date

