



Farnham Riding School

Postnet suite no 663

Private Bag X153, Bryanston, 2021

Office: 082 803 9903 | Tamar: 082 905 7465

Email: ridingschool@farnham.co.za | tamar@farnham.co.za

Vat Reg. Number: 4950266306

LIVERY AGREEMENT

NB: PLEASE INITIAL EACH PAGE OF THE AGREEMENT

Entered into by and between:
FARNHAM RIDING SCHOOL
(hereinafter represented by
Tamar Gliksmen
Duly authorised thereto)
(hereinafter referred to as "THE STABLE")
And

(hereinafter referred to as "THE OWNER")

Whereas the STABLE conducts business as a livery stable;

and whereas the OWNER wishes to stable his/her horse at the stable;

and whereas the parties wish to reduce to writing the terms of their agreement;

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

Definitions

"THE STABLE" shall mean FARNHAM RIDING SCHOOL situated at Plot 228, Cnr Galanthus and Maple road, Kyalami.

"STABLING" means the stabling, feeding and general day to day care of the horse.

"THE HORSE" shall be the horse nominated and described by the OWNER on the schedule hereto.

STABLING

With effect from the day set forth in the schedule hereto, the Stable shall keep the horse on behalf of the OWNER upon the under mentioned terms and conditions.

1. Payment

1.1 The livery fees shall be payable monthly in advance by not later than the 5th of each month. The amount of the livery shall be the sum agreed to by both parties and may be adjusted accordingly where deemed necessary by the Stable.

1.2 For any outstanding fees that are not paid by the 10th of the month will entitle the stable to attach any relevant tack of said owner and access or delivery to the owner of the horse or any horses or goods belonging to the owner will be denied until payment of all amounts owing to the stable for the horse or any other indebtedness is made in full.

1.3 If the livery is not paid promptly on the due date, then the Stable shall be entitled to cancel this agreement without prior notice and thereafter be entitled to claim immediate payment for any arrears up to date of cancellation together with damages per day thereafter, (at the current monthly rate) for each additional day that the horse is kept by the stable until the horse leaves the stable.

1.4 After cancellation of the agreement, the Stable shall have the option to either:-

1.4.1 Retain the horse or any other horses or goods belonging to the owner and/or its tack in their possession and exercise a lien thereon until payment is made in full; Or alternatively;

1.4.2 to dispose of the horse immediately upon the instructions of the OWNER or if no such instructions are given, to dispose of the horse by delivering same to an animal welfare organisation such as the S.P.C.A. or A.I.D. (Animals in Distress) without prejudice to its rights to claim the outstanding amount owing to it by the OWNER.



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2. Indemnity

2.1 The OWNER hereby indemnifies and holds the Stable harmless against any claim of whatsoever nature which may be made against Stable and OWNER arising out of or as a consequence of any damage or loss which may be caused by or suffered by the horse as a result of the Stable STABLING such horse.

2.2 This indemnity shall apply in all cases where the horse, acting out of inner excitement or vice (CONTRANATURA) causes loss or damage either to itself or to other persons or property.

2.3 The Stable is not responsible for loss, damage or theft of any tack or property belonging to the OWNER, arising out of any cause whatsoever.

2.4 The risk in the horse and the tack or property of the OWNER shall remain with the OWNER.

2.5 The stable shall not be responsible for any loss, damage or injury to any rider or any horse whilst the horse is being ridden on the stable ground.

3. Exclusions

3.1 The Stable shall be responsible only for the livery of the horse and specifically excludes shoeing, veterinary work and schooling.

3.2 It shall be the OWNER's responsibility to ensure that the horse is properly shod, cared for by veterinarian when necessary and schooled, all at the expense of the OWNER.

3.3 In cases of emergency when the health or life of the horse is at risk, the OWNER hereby authorises the Stable to employ the services of a veterinarian and undertakes to pay such expenses as will rectify the situation.

4. Inoculations

The OWNER shall be liable to pay for and to ensure that the horse is properly inoculated or vaccinated against AFRICAN HORSE SICKNESS (compulsory), TETANUS (compulsory) and EQUINE INFLUENZA (compulsory).

5. Notices

5.1 The OWNER and/or Stable may terminate this contract at any time provided one calendar months' notice is given in writing and received by the 3rd day of the month.

5.2 The OWNER choose as their domicilia citandi et executandi the address referred to in the Schedule. All notices shall be deemed to be received by the addressee on the third business day after opting thereof, or forthwith upon telefax notice. The OWNER may change their domicilia to another address in the Republic of South Africa of which they may advise to Stable by written notice within 21 (twenty one) days thereof.

6. Recovery of costs

6.1 The Stable shall be entitled to recover all legal costs incurred by it, including Attorney/Client charges, tracing fees and such collection commission as the Stable is obliged to pay to its attorneys, from the OWNER.

6.2 Jurisdiction of Magistrate's Court

6.2.1 At the option of the Stable any action or application arising out of the Agreement or any cancellation thereof may be brought in the Magistrate's Court having jurisdiction in respect of the OWNER.

7. The parties hereto acknowledge that this Agreement constitutes the entire Agreement between them and no other conditions, stipulations, warranties or representations whatsoever have been made by either party other than such that may be included herein or subsequently recorded in writing signed by or on behalf of the parties.

8. No agreement to cancel, alter or add to this Agreement shall be of any force or effect unless such Agreement is in writing and signed by the parties.

9. No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties.

SIGNED AT FARNHAM RIDING SCHOOL on this the _____ day of _____ 20____

THE OWNER:

DATE

GUARDIAN (IF OWNER IS UNDER 18 YEARS)

DATE

Initial _____ 2



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HORSE 1:

NAME OF PERSON RESPONSIBLE FOR ACCOUNT		CONTACT NUMBER FOR ACCOUNT HOLDER	
EMAIL ADDRESS FOR ACCOUNT HOLDER		ID NUMBER OF ACCOUNT HOLDER	
POSTAL ADDRESS FOR ACCOUNT HOLDER:		RESIDENTIAL ADDRESS FOR ACCOUNT HOLDER:	
NAME OF HORSE		DATE OF BIRTH OF HORSE:	
PREFERRED VET'S NAME & NUMBER:			
LAST DATE OF AHS1 VACCINE:	LAST DATE OF AHS 2 VACCINE:	LAST DATE OF DEWORMING:	
PREVIOUS FLU VACCINE:	MOST CURRENT FLU VACCINE:	LAST DATE OF DENTISTRY:	
CURRENT SUPPLEMENTS BEING FED:	SPECIAL REQUIREMENTS:		



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BRAND OF CONCENTRATE:	QUANTITY OF CONCENTRATE:	OTHER FEEDING REQUIREMENTS:
IS THE HORSE SUSCEPTIBLE TO COLIC?	DOES THE HORSE HAVE ANY ALLERGIES?	DOES THE HORSE HAVE ANY VICES?
HORSE INSURED WITH:	DOES YOUR HORSE HAVE MEDICAL/ COLIC COVER?	CLIENT COVER NUMBER:
FARRIER REQUIREMENTS:	LAST DATE OF SHOEING:	PREVIOUS FARRIERS NAME AND NUMBER:

DATE:

OWNER (PRINT NAME)

OWNER SIGNATURE

STABLE YARD OWNER SIGNATURE



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