



**HMSEA**

## HORSE/PONY LOAN AGREEMENT

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between (the "OWNER"): \_\_\_\_\_

Whose address is: \_\_\_\_\_

And (the "BORROWER"): **Horsham and Mid Sussex Equestrian Academy (HMSEA)**

Whose address is: **Henfield Road, Albourne, Hassocks, West Sussex. BN6 9DE.**

The OWNER has agreed to loan the horse/pony known as: \_\_\_\_\_  
(the "HORSE")

Colour: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Height: \_\_\_\_\_ Microchip No: \_\_\_\_\_

Passport No: \_\_\_\_\_ Freezemark No: \_\_\_\_\_

*The facilities at Horsham and Mid Sussex Equestrian Academy (HMSEA) have been created to provide a safe working environment, in order to teach our clients the correct principles of horse husbandry and riding. Under the tuition and guidance of our qualified and experienced staff, the horses are used to facilitate the learning of a wide range of ages and abilities. The staff are committed to ensuring that the horses are cared for to a high standard and that their needs are met: physically - if they need additional schooling and to ensure they are fit for the work they are undertaking, mentally - to ensure they are happy and to manage their behaviour, and in terms of health and veterinary care. During the year a range of short courses, open days, clinics, shows and camps are held in order to provide a range of opportunities to our clients and to promote the activities of the facility, and horses may be required to participate in some or all of these activities. It is understood that the facility is a commercial teaching resource.*

*All horses stabled at HMSEA must be of generally good temperament (eg. free from dangerous vices) and considered suitable for our clients to handle under supervision. Horses will only be loaned if they have a valid passport, up to date vaccinations (unless otherwise agreed), suitably fitting tack and suitable rugs.*

### **1. THE LOAN**

1.1. The agreement shall in no circumstances be interpreted or construed as an agreement for permanent transfer or sale. It is agreed that at no time is the BORROWER the registered owner of the HORSE and is not permitted to sell the HORSE to any third parties. It is understood that the HORSE may be loaned to a third party who is a participant at HMSEA, however, the HORSE will not leave the premises for this purpose and loans will only be approved for suitable clients who will remain under the supervision of HMSEA staff at all times. The responsibility for ensuring the care and wellbeing of the HORSE will remain with the BORROWER at all times.

- 1.2. The loan shall commence on \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ and continue for 12 months during which time the loan agreement may be:
  - 1.2.1. Extended for a period of time to be agreed between both parties or;
  - 1.2.2. Terminated and the HORSE returned to the OWNER (see section 2) or;
  - 1.2.3. Terminated and the OWNER enter into a working livery or livery agreement instead.
- 1.3. The HORSE will be placed on a one month trial period to enable the BORROWER to assess the suitability of the HORSE for the purpose intended. During this time the BORROWER will accept all responsibility for the HORSE.
- 1.4. The HORSE will be kept at Horsham and Mid Sussex Equestrian Academy, Henfield Road, Albourne, Hassocks, West Sussex. BN6 9DE.
- 1.5. The OWNER shall have the absolute discretion to sell the HORSE on whatever terms he/she sees fit without the agreement of or consultation with the BORROWER, although this agreement must first be terminated (see section 2). If the HORSE is to be sold, the BORROWER shall have first refusal to purchase the HORSE at a price to be agreed with the OWNER.
- 1.6. The BORROWER will allow the OWNER access to the horse at the address specified in clause 1.4. at any reasonable time without notice in order that the OWNER may check if the HORSE is in good health. However, the OWNER is not permitted to enter the premises outside opening hours or without a member of staff in attendance.

## **2. TERMINATION**

- 2.1 The Loan may be terminated if:
  - 2.1.1. The HORSE does not fit the description given by the OWNER, is deemed unsuitable for the purpose for which it was loaned (as specified in section 3) or the HORSE fails its Council Licence Inspection at or before the end of the trial period. In this case no notice is required to be served;
  - 2.1.2. The end date of the agreement is reached and an extension has not been agreed between the BORROWER and the OWNER. In this case no notice is required to be served;
  - 2.1.3. The BORROWER no longer wishes to loan the HORSE - no reason need be given for this and no less than 30 days notice will be given.
  - 2.1.4. The OWNER wishes to have the horse returned - no reason need be given for this and no less than 30 days notice will be given. If the OWNER serves notice within the first 6 months of the agreement, the OWNER becomes liable for the Council Licence Inspection fee and associated charges (a copy of the veterinary invoice will be available on request), which will be due to be paid before the HORSE leaves the premises. Should the HORSE be undergoing veterinary treatment at the time notice is served, the OWNER will become liable for the ongoing treatment and associated veterinary costs as soon as the HORSE is removed from the premises;
  - 2.1.5. The OWNER believes the HORSE is not being treated or looked after in the correct manner. The BORROWER must agree a specific period of time (a minimum of 30 days) during which the BORROWER must rectify any reasonable issues that the OWNER may have. Should the issues not be rectified to the satisfaction of the OWNER, the OWNER hereby

reserves the right to remove the HORSE at his own expense from the BORROWER with no notice whatsoever. However, the terms of clause 2.1.4. also apply to these circumstances;

2.1.6. The HORSE dies or has to be euthanased (see also 5.2).

2.2 On termination of the agreement, the OWNER shall be responsible for removing the HORSE from the BORROWER'S possession if a livery agreement is not entered into.

### **3. THE HORSE**

- 3.1. The OWNER warrants that the horse is as described and sound, free from vices or other habits, good to box, shoe, clip, catch and in traffic save as set out in Schedule 1 of this agreement.
- 3.2. The OWNER warrants that all known pre-existing health and/or dental conditions, vices, defects, habits or unusual characteristics of the HORSE have been disclosed to the BORROWER to the best of his/her knowledge and belief and the BORROWER is taken to accept the horse with those disclosed above but with no other.
- 3.3. Any specific requirements (particularly pertaining to care and management) the HORSE has are set out in Schedule 2 of this agreement.
- 3.4. The HORSE is loaned for the purpose of Riding School activities, to include (but not limited to) riding lessons, stable management activities, hacking, short courses, pony days and camps, clinics, open days, loan days, and local shows/events.
- 3.5. The HORSE is loaned with suitably fitting tack and rugs, as detailed in Schedule 3.
- 3.6. The OWNER agrees to provide or pay for any long term medication, specific supplements or ongoing treatment(s) for the HORSE.

### **4. RESPONSIBILITIES**

- 4.1. The BORROWER agrees to;
  - 4.1.1. Keep the horse at the address specified in clause 1.4;
  - 4.1.2. Provide day to day care of the HORSE, including the provision of an adequate and suitable diet, stabling, bedding, grazing and environment and take all reasonable care to maintain the HORSE in good condition at his/her own cost;
  - 4.1.3. Ensure that the HORSE shall be managed by staff and only be ridden by staff and clients of HMSEA that are assessed to be of a suitable standard;
  - 4.1.4. Ensure that the HORSE shall only be used for the purpose of Riding School activities, to include (but not limited to) riding lessons, stable management activities, hacking, clinics, short courses, pony days and camps, open days, loan days, and local shows/events;
  - 4.1.5. Keep the HORSE regularly and appropriately shod or trimmed by a suitably qualified farrier of the BORROWER'S choice at his/her expense;
  - 4.1.6. Keep the HORSE routinely and appropriately vaccinated and wormed according to a recognised veterinary programme and keep a record of the same, at the BORROWER'S expense. However, if the vaccinations of the HORSE are not up to date at the start of the loan period, it is the responsibility of the OWNER to pay for the first TWO vaccinations of the new programme. The BORROWER will pay for routine vaccinations thereafter;

- 4.1.7. Allow the OWNER reasonable access to the HORSE at the address specified in clause 1.4. at any reasonable time as outlined in clause 1.6;
  - 4.1.8. Be responsible for ensuring prompt and required veterinary treatment by a registered and qualified veterinary surgeon at all times. The veterinary practice with whom HMSEA is registered is the Cinder Hill Equine Hospital. It is understood by the OWNER that he/she is responsible for insuring the HORSE for its full value for veterinary treatment as a minimum at all times (see also section 8 - Insurance).
  - 4.1.9. Notify the OWNER if the HORSE suffers any serious illness or injury and notify the OWNER in advance, if possible, of any requirement for the HORSE to have surgery or general anaesthetic or veterinary advice recommends euthanasia before treatment is carried out, providing this will not lead to a delay causing increased risk to the HORSE or increased pain and suffering;
- 4.2. The OWNER agrees;
- 4.2.1. During the course of the loan agreement the OWNER has no right or priority to ride the HORSE at any time. The OWNER may ride the HORSE as part of a scheduled lesson, clinic, show, hack or loan session subject to the relevant HMSEA fee.
  - 4.2.2. 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, the BORROWER may give permission to the veterinary surgeon on the OWNER'S behalf. Financial responsibility for euthanasia and disposal fees will be the responsibility of the OWNER (as per clause 5.2). The OWNERs preferences as per this clause are as follows;

Preferred method of euthanasia: Captive bullet / Anaesthetic \*

Preferred method of disposal: Slaughterhouse / Local hunt / Cremation \*  
*\*delete as appropriate*

For the avoidance of doubt, the OWNER is recommended to research the costings of the various methods of disposal before signing this Agreement.

## **5. INJURY/ILLNESS/DEATH OF THE HORSE**

- 5.1. In the event that the HORSE sustains an injury or develops an illness that will prevent it from fulfilling the purpose set out in clause 3.3 for a period exceeding 30 days the BORROWER may terminate the agreement and return the HORSE.
- 5.2. In the event of the HORSE'S death, the OWNER will be responsible for any euthanasia and disposal expenses.

## **6. EQUIPMENT**

- 6.1. The HORSE is loaned with items of equipment as set out in Schedule 3 to this agreement.
- 6.2. Such tack and equipment is and remains the property of the OWNER and will be returned to the OWNER at the end of the period, or earlier if terminated, in the same condition so far as possible, subject to fair wear and tear. However, should the

horse require a replacement saddle if the existing saddle no longer fits, the OWNER is liable for exchanging or replacing the original saddle for one that fits correctly.

- 6.3. In the event of loss, damage or the item wearing out then a replacement item of the same or similar quality and value should be provided by the BORROWER on return of the HORSE.
- 6.4. All additional items purchased by the BORROWER during the period of the loan, not by way of replacement, shall remain the property of the BORROWER.
- 6.5. NOTE - only items of equipment listed in Schedule 3 may be collected with the HORSE on termination of the agreement. Should the OWNER provide additional items after the commencement of the agreement, they must list them in Schedule 3 which then must be dated and countersigned by the OWNER and the BORROWER (or Borrowers representative).

## **7. PASSPORT**

- 7.1. The OWNER will provide the BORROWER with the HORSE'S passport at the outset of the loan and the BORROWER will keep this safely, ensure that it is kept up to date with any vaccinations and relevant veterinary treatment, and return it to the OWNER with the HORSE at the end of the loan period. The BORROWER is liable for the cost of a replacement passport should the original document be lost, stolen or damaged during the loan period.
- 7.2. The BORROWER will not seek to amend the details of the OWNER in the passport save the circumstances of abandonment by the OWNER as set out in clause 11 of this agreement.

## **8. INSURANCE**

- 8.1. Whilst the BORROWER will undertake every necessary precaution to prevent injury or illness to the HORSE, it is understood by the OWNER that he/she is responsible for insuring the HORSE for its full value for veterinary treatment as a minimum at all times.
- 8.2. Financial responsibility for minor injuries and illnesses will reside with the BORROWER.
- 8.3. Insurance for veterinary fees, loss of use, euthanasia and theft are at the discretion of the OWNER but will not be covered by the BORROWER. The liability for payment of the aforesaid insurance lies solely with the OWNER. Under this clause, the OWNER will provide evidence of the insurance policy for the HORSE (please complete insurance details on signature page) or will choose to opt out of insurance and bear the full costs.
- 8.4. If the OWNER chooses not to insure the HORSE, the OWNER assumes full liability for any veterinary treatment in the case of major accident, illness or injury, loss or damage to, and theft of the HORSE, including euthanasia and disposal fees.
- 8.5. The BORROWER will reimburse the OWNER for the excess fee on the insurance policy in the event of a claim, up to a maximum of £250 on receipt of evidence of payment by the owner.
- 8.6. The OWNER does not permit the HORSE to take part in any of the activities listed in Schedule 4 under any circumstances.

**9. ACKNOWLEDGEMENT**

9.1. It is understood by the BORROWER that horse care and riding carry their own inherent risks and at no time can the OWNER of the HORSE be held responsible for any injury, loss or damage at any time.

**10. LIABILITY**

10.1. The BORROWER agrees to indemnify the OWNER against any claims arising due to damage or injury caused by the HORSE in the loan period, unless they are due to the negligence on the part of the OWNER. More specifically, the BORROWER will indemnify the OWNER against any claims arising under the Animals Act 1971 during the loan period. The OWNER agrees to insure the HORSE for public liability, even if they do not insure for veterinary fees/euthanasia etc.

**11. ABANDONMENT**

11.1. The OWNER will notify the BORROWER of any change of address or contact telephone numbers or e-mail address. The OWNER agrees to respond to any contact by the BORROWER and to co-operate should the BORROWER wish to terminate the loan agreement and return the HORSE in accordance with this agreement.

11.2. If the OWNER does not comply with clause 11.1. and the BORROWER is therefore unable to locate the OWNER using reasonable endeavours, or the OWNER refuses to accept the return of the HORSE, the BORROWER may register their details as owner/keeper in the passport and sell the HORSE with good title or find an alternative home for the HORSE if appropriate. Any proceeds of sale will be retained by the BORROWER.

Insurance details;

I hereby confirm that I (the OWNER) *have / have not\** taken out insurance for *veterinary fees / loss of use / euthanasia / theft\** for the HORSE (\* delete as appropriate).

I understand that if insurance is not obtained that I am liable as per section 8.

Insurance company: \_\_\_\_\_

Policy number: \_\_\_\_\_

Copy of policy provided: YES / NO\*

I hereby agree to the terms and conditions of this agreement;

Signed: \_\_\_\_\_  
(The "OWNER")

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(The "BORROWER")

Date: \_\_\_\_\_

Witnessed by;

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

## **SCHEDULE 1 - THE HORSE**

As per clause 3.1. - The OWNER warrants that the horse is as described and sound, free from vices or other habits, good to box, shoe, clip, catch and in traffic save as set out below:

## **SCHEDULE 2 - RESPONSIBILITIES**

The HORSE has the following specific requirements:



#### **SCHEDULE 4 - INSURANCE**

The OWNER does not permit the HORSE to take part in any of the following activities: