

KK – EQUINES: Trial Agreement

*Please complete all areas marked bold with a **

Agreement for trial made on ___/___/2021 will continue until ___/___/2021, hereby known as “*the period*”. This will not be extended unless written consent is received from both parties.

Parties:

Owner:

Purchaser:

Name:

Name:

Contact Number:

Contact Number:

ICE Contact:

ICE Contact:

Email: _____

Email: _____

Home Address:

Home Address:

Yard Address:

Yard Address:

1. Trial

- 1.1 This agreement is made between the owner and the purchaser and sets out the terms on which the horse described below is to go on trial to the purchaser.
- 1.2 The agreement shall in no circumstances be interpreted or construed as an agreement for permanent transfer until the end date of the trial has passed.
- 1.3 It is agreed that at no time is the purchaser the registered owner of the horse and is not permitted to loan, lease or sell the horse to any third parties.
- 1.4 Only upon the purchaser receiving written agreement from the owner may the period be extended for a further period of time.

2. Payment

- 2.1 A non-refundable deposit of £250 is required to reserve the horse.
- 2.2 Full payment for the horse of £_____ is to be given to the owner before the horse leaves the premises.
- 2.3 Upon the horses return within the trial period, the payment is refundable minus the non-refundable deposit.
- 2.4 Payment will be refunded within 7 working days of the horses return, excluding Bank Holidays.
- 2.5 The owner reserves the right to have a vet inspect the horse if they are not satisfied that the horse is in the same condition as when it left the yard
 - 2.5.1 If a veterinary inspection confirms the horse will need any treatment to get back to the same state of condition as when the horse left the owner, then all costs incurred will be deducted from the final refund price.
 - 2.5.2 If these costs outweigh the value of the horse, then the purchaser agrees to cover the cost of all treatment.
 - 2.5.3 In the circumstances of 2.5.1, the refund will not be given until the horse has completed their inspection and completed their treatment.
- 2.6 In signing this agreement, the purchaser confirms that the horse is in good health and has no injuries/ailments (unless already disclosed in Section 1 of this agreement).
- 2.7 Any expenses incurred by the owner due to the purchaser failing to comply with the terms of this contract will be deducted from the refund of the horse.

3. Termination

- 3.1 The trial will terminate in the following circumstances:
 - 3.1.1 Either party giving 5 days' notice in writing to the other;
 - 3.1.2 If either party is in breach of any of the terms in this agreement, unless the breach is remedied within 24 hours of it taking place;
 - 3.1.3 At the end of the trial period without the need for any further notice;
 - 3.1.4 On death of the horse;
 - 3.1.5 If the owner feels the horse's welfare is at risk, they reserve the right to remove the horse from the purchaser's care with no prior notice;
 - 3.1.6 If the purchaser wishes to buy the horse outright before the trial period has expired;
- 3.2 On termination, the purchaser shall be responsible for returning the horse to the owner and covering all costs.

4. The Horse

- 4.1 The owner warrants the horse is as described to the best of their ability, knowledge and experience of the horse in their advert.
- 4.2 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 purchaser to the best of their knowledge and belief. The purchaser is taken to accept the horse with those disclosed.
- 4.3 The horse is sold for the purpose of:
_____.

5. Responsibilities

- 5.1 The purchaser agrees to:
- 5.2 Keep the horse at the premises stated in the beginning of this contract.
- 5.2.1 The purchaser must receive written permission to move the horse from the address given in this contract from the owner or risk breaching contract.
- 5.2.2 The owner has the right to object to the new address and terminate the agreement if the address of keeping the horse cannot be agreed on.
- 5.3 Provide day to day care to the horse, including the provision of an adequate and suitable diet, stabling, bedding, grazing, environment and take all necessary care to maintain the horse is in good condition at their own cost.
- 5.4 Ensure the horse shall only be ridden and managed by:
_____ and those that have the purchaser's permission.
- 5.5 Keep the horse routinely and timely fully vaccinated & wormed according to a recognised veterinary programme at their own expense and keep a record of treatment.
- 5.6 Keep the horse attended to every 4 / 6 / 8 weeks from the date of ___/___/2021 by a fully qualified farrier of the purchaser's choice at their own expense.
- 5.7 Allow the owner access to the horse at the address specified above at any reasonable time.
- 5.8 Be responsible for ensuring prompt and required veterinary treatment by a registered and qualified veterinary surgeon at all times. The liability for payment of the aforesaid veterinary treatment lies solely with the purchaser.
- 5.9 The veterinary surgery to be consulted for any treatment of the horse is:
_____.
- 5.10 Notify the owner immediately if the horse suffers any form of illness or injury.
- 5.10.1 Notify the owner in advance, if possible, of any requirement for the horse to have surgery or general anaesthetic.
- 5.11 The horse has the following specific requirements as set out in schedule 2 and by signing this agreement the borrower agrees to comply with these.

6. Injury/Illness/Death of the Horse

- 6.1 The purchaser must not have the horse euthanised without consent from the owner.
- 6.1.1 If the owner cannot be contacted and veterinary advice recommends immediate euthanasia as there is no possible treatment the owner gives permission for the horse to be euthanised if all other options have been attempted.
- 6.2 In the event of the horse's death the purchaser will be responsible for any costs involved with the euthanasia and disposal expenses

- 6.3 The purchaser is liable for covering all veterinary costs and cannot hold the owner liable for covering any incurred costs.
- 6.4 Upon the horse's death during the trial period, a refund will not be given.
- 6.5 A plait of the horse's tail must be given to the owner for memory's sake.

7. Equipment

- 7.1 The horse is sent out on trial with items of equipment as set out in schedule 3 to this agreement.
- 7.2 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.
- 7.3 In the event of loss, damage or the item wearing out then a replacement item of the same quality and value should be provided by the purchaser on return.
- 7.4 All items purchased by the purchaser during the period of the loan not by way of replacement shall remain the property of the purchaser.

8. Passport

- 8.1 The owner will provide the purchaser with the horse's passport at the outset of the trial and the purchaser will keep this safe, ensure that it is kept up to date with any vaccinations and relevant veterinary treatment and return it to the owner with the horse.
- 8.2 The purchaser will not seek to amend the details of the owner in the passport except in the circumstances of abandonment by the owner as set out in clause 11 to this agreement.
- 8.3 If the passport is amended or defaced in anyway, the cost of a replacement passport will be deducted from the refund.

9. Insurance

- 9.1 The purchaser is responsible for ensuring that the horse is insured at its full value of £_____, or veterinary treatment, third party liability, loss of use, death and is covered for all participating activities (i.e., hunting, hacking, Pony Club etc.).
- 9.2 The liability for payment of the aforesaid insurance lie solely with the purchaser.
- 9.3 If the purchaser fails to insure the horse and its effects, the purchaser assumes full liability for any expenses for any loss, damage, veterinary treatment and care etc. including any third-party liability.
- 9.4 The owner does not permit the horse to participate in any of the following activities:
-
- or any other activity of any kind that is not covered under the insurance policy.
- 9.5 A copy of the horse's insurance policy must be kept by the purchaser for the duration of the trial and given to the owner upon request.

10. Acknowledgement

- 10.1 It is understood by the purchaser 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 caused by the horse to either themselves, any persons or third party at any time.

10.2 The owner has provided the purchaser with an accurate evaluation of the horse to the best of their ability and knowledge of the time whilst the horse was in their care.

11. Liability

11.1 It is understood by the purchaser that horse care and riding carry their own inherent risks and that they accept the responsibility to take care for their own safety and that of the horse and third parties. It is agreed that at no time can the owner be responsible for any adverse incidents, claims, damage or injury caused by the horse at any time during the trial period.

11.2 The purchaser agrees to indemnify the owner against any claims arising due to damage or injury caused by the horse in the trial period.

12. Abandonment

12.1 The owner will notify the purchaser of any change of address, contact telephone numbers or email address. The owner agrees to respond to any contact by the purchaser and to co-operate should the purchaser wish to terminate the trial agreement and return the horse in accordance with the agreement.

12.2 If the owner does not comply with clause 12.1 and the purchaser is therefore unable to locate the owner using reasonable endeavours or the owner refuses to accept the return of the horse, the purchaser may register their details as the owner/keeper in the passport and sell the horse with a good title, or find an alternative home for the horse if appropriate.

12.3 All attempted contact by the purchaser to the owner must be recorded in case needed as evidence in court.

Schedule 1:

1. The Horse

1.1 The Advert:

1.2 Any exclusions to warranty as appropriate:

Schedule 2:

2. Responsibilities

2.1 Specific Requirements

Schedule 3:

3. Equipment

3.1 Equipment provided by the owner to the purchaser with the horse at the beginning of the period.

- Passport
- Headcollar and Lead rope

KKEEQUINES

Date: _____/_____/_____

Katie Kavanagh: _____

Person with permission to act on behalf of KKE: _____

Purchaser: _____

Witness: _____