

## Loan Agreement

This agreement is made between:

**1** The owner of the horse .....(*hereinafter known as the Owner*)

of.....

.....Postcode.....

Telephone.....Mobile.....

&

**2** .....(*hereinafter known as the Guardian*)

of .....

.....Postcode.....Telephone .....

Mobile.....

The Owner has agreed to loan to the Guardian the following equine:

Name ..... Colour .....

Freezemark..... Height.....

Breed/Type ..... Age .....

Passport Ref .....

Date of commencement of loan .....

### The loan is subject to the following conditions:

- a) The Owner shall have the right to access and inspect the loaned equine at any time, with or without notice.
- b) The Guardian must have the equine insured for the minimum of third party liability. A copy of the insurance policy must be supplied to the owner on an annual basis.
- c) The Guardian must inform the Owner if it is their wish is to move the equine from the premises where the initial home check was conducted. Prior permission is required before the equine is moved.
- d) The Guardian will provide the equine with food, stabling, grazing and attendance and will do all that is necessary to keep the equine healthy, guidelines for which can be found in The Manual of Horsemanship. The Owner reserves the right to stipulate additional requirements should it be deemed in the equine's interest.
- e) The Guardian must provide well managed and adequate grazing for the equine at all times. This should include, but not be limited to, the immediate removal of all poisonous plants, and the regular removal of droppings. Grazing should be managed so as to reduce the growth of poisonous plants such as ragwort.
- f) The Guardian will notify the Owner immediately if they are unable to meet the equine's requirements, as laid out in **d**. In such event the Owner reserves the right to remove the equine on a temporary or permanent basis.
- g) It is the Guardian's responsibility to ensure that a programme of correct foot management is implemented, be it trimming, shoeing, or corrective shoeing, by a registered Farrier. All costs of these treatments will be the Guardian's responsibility.
- h) It is the Guardian's responsibility to ensure that a correct health plan is implemented; this must include regular de-worming, vaccination against tetanus and equine influenza and dental care. All costs of these treatments will be the Guardian's responsibility.

- i) It is the responsibility of the Guardian to keep records of all treatments.
- j) Adequate shelter must be provided throughout the year and the equine should be rugged as appropriate to their needs.
- k) The equine must have a suitable equine companion.
- l) The Guardian must inform the Owner of any illness or injury to the loaned equine. Treatment must be sought from a veterinary surgeon for all necessary injury or illness. Any doubt as to the severity of the injury or illness must be treated as a worst-case scenario and a vet called. All fees incurred by veterinary treatment, or any other treatment/care will be the responsibility of the Guardian.
- m) The equine must not be bred from, under any circumstances. Should a mare produce a foal while on loan to the Guardian, the foal will become the property of the Owner.
- n) No warranty is given by the Owner as to the fitness and suitability of the equine for any purpose and the Guardian shall indemnify the Owner from any injury caused by or to the equine.
- o) Should a serious accident, illness and/or emergency occur while the equine is on loan to the Guardian, the Guardian must immediately consult a veterinary surgeon and should they deem it necessary to have the equine euthanased to avoid prolonged suffering the Guardian must make the decision to do so. The Owner must be informed immediately, or should the incident occur during the night the Owner must be informed the next morning. A full veterinary report must be submitted to the Owner. The Guardian will be responsible for the costs incurred.
- p) All transportation costs are the responsibility of the Guardian.
- q) The Owner can terminate this agreement for any reason with immediate effect. The Owner is not obliged to communicate on what basis it has deemed it necessary to terminate the agreement. Termination of the contract is likely to be for reasons of the health and happiness of the equine and/or if any of this agreement is breached.
- r) Either party can terminate this agreement at any time by giving twenty-eight days notice to the other party in writing.
- s) The Guardian understands that the Owner does not accept liability for any damage to persons or their property that may be caused by the equine while on loan to the Guardian.
- t) The Owner reserves the right to amend this agreement at any time after reasonable notice and to convey the nature of the amendments to the Guardian prior to their signing the new agreement.

**I confirm to be bound by the terms outlined in this agreement.**

**Guardian Name .....**

**Guardian Signature**

.....

**Date.....**

**Owner Name**

.....

**Owner Signature**

.....

**Date .....**