

Breach of contract

In the event of a breach of contract, whether this is a contract of sale or loan

agreement,
this is classed
as a civil
matter and
professional
legal advice
needs to be

sought. Unfortunately the BHS cannot help to resolve civil matters. If you're a BHS Gold member you can get excellent free advice by calling the legal helpline using the number on the back of your membership card.

AGREEMENT FOR LOAN made on the 18th April 2019

PARTIES

- (1) China Brennan of 1 Savick Ave, PR2 1YR (referred to as the Owner)
- (2) Nicola Gimson of [insert address] (referred to as the Borrower)

1 LOAN

- 1.1 This Agreement is made between the Owner and the Borrower and sets out the terms on which the horse described below is to be loaned by the Owner to the Borrower:
Name: Olive (Crystabel) Height: 13.2
Age: 7 years 10 months Sex: Mare
Breed: Fell x Cob Breed Registration no: N/A
Freeze mark: None Passport no:
Colour and description:
Other: Microchipped
(referred to as the **Horse**)
- 1.2 The agreement shall in no circumstances be interpreted or construed as an agreement for permanent transfer or any other purpose.
- 1.3 It is agreed that that at no time is the Borrower the registered owner of the Horse and is not permitted to loan, lease or sell the Horse to any third parties.
- 1.4 The loan shall commence on 18/04/2019 for an undetermined amount of time.
- 1.5 On the agreement of both parties the Period may be extended or renewed for a further period of time.
- 1.6 The Owner shall have 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.

2 TERMINATION

- 2.1 The loan will terminate in the following circumstances:
 - 2.1.1 either party giving 30 days notice in writing to the other; or
 - 2.1.2 if either party is in breach of any of the terms of this agreement, unless the breach is remedied within 30 days of it taking place; or
 - 2.1.3 at the end of the Period without the need for any further notice

- 2.1.4 If the Horse does not fit the description given by the Owner or is not fit for the purpose required by the Borrower as set out in clause 3.3 overleaf
- 2.1.5 On the death of the Horse
- 2.2 On termination the Borrower shall be responsible for returning the Horse to the Owner.

3 THE HORSE

- 3.1 The Owner warrants that the Horse is as described and is sound, free from vices or other habits, good to box, shoe, clip, catch and in traffic save as set out in Schedule 1 to 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 knowledge and belief and the Borrower is taken to accept the horse with those disclosed above but with no other.
- 3.3 The Horse is loaned for the purpose of hacking primarily with some school work.

4 RESPONSIBILITIES

- 4.1 The Borrower agrees to;
 - 4.1.1 keep the Horse at Fairy Lane, Sale, M33 2JU or such other premises as the Borrower deems appropriate although the Owner will be given 14 days' notice of any new address and will have a right to object to the new address and terminate this agreement if the address of keeping the horse cannot be agreed;
 - 4.1.2 provide day to day care to 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 her own cost;
 - 4.1.3 ensure that the Horse shall only be ridden and managed by Nicola Gimson;
 - 4.1.4 ensure that the Horse shall only be used as a riding horse.
 - 4.1.5 keep the Horse regularly and appropriately shod by a suitably qualified farrier of the Borrower's choice at his or her expense;
 - 4.1.6. keep the Horse routinely and timely fully vaccinated and wormed according to a recognised veterinary programme and keep a record of the same, at the Borrower's expense;
 - 4.1.7. allow the Owner reasonable access to the Horse at the address specified above at any reasonable time;
 - 4.1.8. 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 Borrower. The vet to be consulted for any treatment of the Horse is Aldington Equine Vets. The Owner agrees to repay to the Borrower any veterinary or other fees or expenses the Borrower has paid out that are recovered

from the insurers by the Owner. The Borrower will be responsible for any excess payable on any claim unless otherwise agreed by the Owner;

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 delay causing increased risk to the Horse or increased pain and suffering.

4.1.10. The Owner agrees that if a veterinary surgeon advises immediate euthanasia of the Horse to prevent further suffering in the case of severe injury and the Owner cannot quickly be contacted the Borrower may give permission to the veterinary surgeon on the Owner's behalf.

4.2. The Horse has the following specific requirements as set out in Schedule 2 to this agreement.

5 INJURY/ILLNESS/DEATH OF 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.

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 if purchased new should be provided by the Borrower on return.

6.4 All items purchased by the Borrower during the period of the loan not by way of replacement shall remain the property of the Borrower.

7 PASSPORT

7.1 The owner will provide the Borrower with the horses passport as soon as possible after the commencement of the agreement. 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.

7.2 The Borrower will not seek to amend the details of the owner in the passport save in the circumstances of abandonment by the owner as set out in clause 11 of this agreement.

8 INSURANCE

- 8.1. The Borrower is responsible for ensuring that the Horse is fully insured for veterinary treatment, third party liability, travelling, saddlery and tack at all times for its full value as agreed to be £1200 and the liability for payment of the aforesaid insurance lies solely with the Borrower.
- 8.2. If the Borrower fails to insure the Horse and its effects the Borrower assumes full liability for any loss or damage, including any third party liability.
- 8.3. The Owner does not permit the Horse to take part in any of the following activities under any circumstances:
 - 8.3.1. Polo
 - 8.3.2. Hunting or drag hunting
 - 8.3.3. Breeding
 - 8.3.4. I will keep the current insurance policy in place until 15th June 2019

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.

10 LIABILITY

It is understood by the Borrower 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 at any time during the loan period.

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.

11 ABANDONMENT

- 11.1 The Owner will notify the Borrower of any change of address or contact telephone numbers or email 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.
- 11.3 Any proceeds of sale will be retained by the Borrower/apportioned with the Borrower retaining the amount of any outstanding fees or expenses

owed to them and the balance provided to or, if the owners whereabouts are not known.

SCHEDULE 1

1 THE HORSE

- 1.1 The Horse is known to bang on the stable door. This is to get attention and food. Where possible she should not be fed until she stops banging.
- 1.2 The Horse is anxious about food. This is best managed by feeding in a consistent routine and respecting her space when she is eating.

SCHEDULE 2

2 RESPONSIBILITIES

- 2.1 Must be turned out with at least one other horse/pony if shes going to be out longer than an hour on her own.
- 2.2 Must not be turned out for 24 hours (either night or day is fine)
- 2.3 Must not be turned out in the same paddock as another horse without first discussing it with the owner.
- 2.4 Should be fed one small bucket feed a day (currently Happy Hoof)

SCHEDULE 3

3 EQUIPMENT

- 3.1

- 3.1.1 Bridle - french link bit
- 3.1.2 Saddle - Copperbeech Treeless Saddle (worn on pommel and left side)
- 3.1.3 Rugs - lightweight turnout, stable rug, heavy weight turn out
- 3.1.4 Boots - brushing & knee boots
- 3.1.4 Grooming kit, buckets, roller, pessoa, lunge line, haynets (x4), two bins with feed.

Contact Details

Primary Contact:

China Brennan

07837293247

chinabrennan@yahoo.co.uk

Secondary Contact:

Jonathan Hallyburton

07506446745

hallyburton4@aol.com