

Loan Agreement



AGREEMENT FOR LOAN made on the 1st day of February 2024

PARTIES

- (1) Kelly Anne Howells of 6 Ray Close, Purton, SN5 4GU, kahowells83@gmail.com +44 (0)7365 525800 (referred to as the **Owner**)
- (2) [insert name, address and contact details for Anna] (referred to as the **Borrower**)
- (3) Ella of [insert address and contact details] (referred to as the **Rider**)

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: Fofsway Tudor Rose **Height:** 13.2hh
Age: 7years 8 months **Sex:** Female
Breed: English Riding Pony **Colour:** Bay
Unique life number: 826037011089767
(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 1st February 2024 and will continue for a duration of two (2) days each week, specifically on [Tuesday/Wednesday/Saturday] and [Tuesday/Wednesday/Saturday], for a total number of 6 calendar months (the **Period**).
- 1.5 The specific two (2) days of the week can be varied in exceptional circumstances but only if agreed by all Parties.
- 1.5 At the end of the initial Period, this agreement shall automatically convert into a rolling monthly loan unless terminated, see Section 2.
- 1.6 The Horse is loaned for the purpose of recreational riding, including local hacking.

2 TERMINATION

- 2.1 The loan will terminate in the following circumstances:
 - 2.1.1 either party giving 30 days notice by text or email to the other;
 - 2.1.2 if either party is in breach of any of the terms of this agreement;
 - 2.1.3 on the death of the Horse.

3 PAYMENT TERMS

3.1 The Borrower agrees to pay the Owner the cost of the loan, **£65** monthly, in advance, by the first day of each month. The payment shall be made by bank transfer to the following account:

Account holder: Jamie Howells

Sort code: 04-00-04

Account number: 15573935

The initial payment shall be made by 1st February 2024.

3.2 The payment shall include all costs related to the Horse's care, maintenance, the use of the equipment described in Section 6 and any agreed upon additional expenses.

3.3 Any changes to the payment amount shall be communicated and agreed upon by both parties.

4 RESPONSIBILITIES

4.1 The Borrower agrees to:

4.1.1 ensure that the Horse shall only be ridden and managed by the Rider;

4.1.2. notify the Owner if the Horse suffers any illness or injury;

4.1.3. not subject the Horse to any form of abuse, mistreatment, or neglect.

4.2. The Owner agrees to:

4.2.1 ensure the Horse is in good health and condition at the beginning of the loan period;

4.2.2 provide day to day care to the Horse, including the provision of an adequate and suitable diet, stabling, bedding and take all reasonable care to maintain the Horse in good condition;

4.2.2 not use the Horse on those days (as set out in Section 1) that the Borrower is loaning the Horse.

5 INJURY/ILLNESS 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 1.6 for a period exceeding 30 days the Borrower may terminate the agreement.

6 EQUIPMENT

6.1 The Horse is loaned with items of equipment as set out in Schedule 1 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.

7 INSURANCE

7.1. The Owner is responsible for ensuring that the Horse is fully insured for veterinary treatment, saddlery and tack at all times for its full value and the liability for payment of the aforesaid insurance lies solely with the Owner.

- 7.2. The Rider shall maintain appropriate rider insurance coverage throughout the duration of this agreement.
- 7.3. The Owner does not permit the Horse to take part in any of the following activities under any circumstances:
 - 7.3.1. Subleasing or lending to third parties;
 - 7.3.2. Commercial activities, including but not limited to giving riding lessons, or using the Horse in a business venture;
 - 7.3.3. Unapproved medical treatments, supplements, substances or procedures;
 - 7.3.4. Trimming of mane, forelock or tail;
 - 7.3.5. Breeding;
 - 7.3.6. To be used with unapproved tack or equipment.
- 7.4. The Owner does not permit the Horse to be transported from its home yard at Ashdown Equestrian Centre, Marlborough Road, SN4 7SA to any other location.

8 LIABILITY

- 8.1 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.
- 8.2 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 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.

SIGNED by [KELLY HOWELLS]:

SIGNED by [BORROWER'S NAME]:

Signature

Signature

Address

Address

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SCHEDULE 1

1 EQUIPMENT

- 1.1 Bridle (black)
- 1.2 Saddle (Kent & Masters, black)
- 1.3 Brushing boots (Woof Wear, black and Woof Wear, high visibility)
- 1.4 Saddle pads x 2 - WeatherBeeta Prime Leopard (turquoise), ARMA
Luxe (pink)
- 1.5 Stirrups (Acavallo Alupro Junior)
- 1.6 Shires Waterproof Ride On Saddle Cover
- 1.7 Shires Newmarket (Cold Weather) Exercise Rug
- 1.8 Rugs (various)