

Sample Letters and Draft Forms

Below are letters and forms that can be used for the basis of an agreement between a group and an owner of an equine being loaned or gifted to RDA. They are to be used as a starting point and adapted to meet the individual circumstances; groups must get legal advice as needed.

1. **LETTER TO OWNERS OF EQUINES OFFERED** - This letter to be sent to owners of equines offered after initial contact.
2. **EQUINE INITIAL INTEREST FORM** - This form to accompany above letter for completion by the owner and can be used to gain information about all equines offered.
3. **AGREEMENT FORM EQUINE OFFERED ON TRIAL TO A GROUP**
4. **AGREEMENT FORM EQUINE OFFERED AS A GIFT TO A GROUP** - This form **must** be completed by all concerned before an equine is accepted as a gift by a group.
5. **AGREEMENT FORM EQUINE OFFERED ON LOAN TO A GROUP** - This form **must** be completed by all concerned before an equine is accepted on loan by a group.
6. **DRAFT AGREEMENT FOR WORKING LIVERY** - For the use in groups with equines on working livery with riding schools.
7. **AGREEMENT FORM EQUINE OFFERED ON LOAN FROM A GROUP** - This form **must** be completed by all concerned before an equine is accepted on loan from a group.

If any group would like support with any aspects of purchasing, loaning or owning equines, please contact the Regional Equine Adviser for your Region. Offers of driving ponies should be passed to your Regional Carriage Driving Representative. All contact details can be obtained from the Equine team at RDA National Office.

Letter to Owners of Equines Offered to an RDA Group, as Gift/Loan/Sale



Address of RDA Group:

Dear

Thank you very much for offering your equine for the use of our participants.

I enclose RDA's Equine Initial Interest Form and would be very grateful if you could complete it and add any comments which you feel are relevant.

I am sure you will understand that because of the specialised nature of our work, we have to be very careful only to accept equines that are suitable for the particular activities required. It may be necessary for the equines suitability to be assessed over a trial period. In such a case the equine will be accepted for a trial period by mutual agreement.

RDA expect a Pre-Purchase Examination before taking on a new equine, we will agree a mutually convenient time for this to take place. As required by law we expect ALL equines to be microchipped and have an up-to-date passport.

Whatever the outcome, we very much appreciate you offering your equine to RDA and as soon as I receive the completed form I will follow it up and then contact you again.

Meanwhile, if you have any queries or want more information, please let me know and thank you once more for thinking of helping our group.

Yours sincerely,

Group Chair

Agreement Form Equine Offered on Trial to an RDA Group



Please note: Stallions will not be accepted in RDA

Name:	
Age:	Height: Mare/Gelding:
Colour:	Breed/Type:
ID Details (e.g. Freeze/Brand, Passport No, Microchip No):	

Owned by:

Address:

..... Postcode.....

Email: **Telephone:**

Has been offered on trial to:RDA Group

Address:

.....

Postcode:..... **Telephone:**

Subject to the following conditions:

1. After a trial period of up to and a veterinary examination, the equine will be accepted by the group or returned to the owner at the group's expense
2. Overall charge of the equine will be the responsibility of the group including veterinary fees and Public Liability cover, whilst the equine is on trial. Whilst every reasonable care will be taken, the insurance for loss of use or death of the equine remains the responsibility of the owner
3. The group will have the responsibility to see that the equine is euthanised without delay should a Vet consider it necessary for humane reasons, after making every reasonable effort to consult the owner
4. The owner reserves the right to visit the equine, with reasonable notice given to the group

If the Group find it necessary to change the current arrangements, they will give as much notice as possible.

Signed: (Group Chair) Date:

Signed: (Owner) Date:

Agreement Form Equine Offered as a Gift to an RDA Group



Name:	
Age:	Height:
Colour:	Mare/Gelding:
Breed/Type:	
ID Details (e.g. Freeze/Brand, Passport No, Microchip No):	

Owned by:

Address:

..... Postcode:

Email: Telephone:.....

Has been offered as a Gift to:RDA Group

Address:

.....

Postcode: Telephone:

Subject to the following conditions:

1. Ownership of the equine will be transferred to the group. The equine passport must be exchanged and new ownership details registered with the correct passport issuing authority.
2. The equine will be subject to a Pre Purchase Examination at the expense of the group.
3. After a trial period, under agreed terms, the equine will either be accepted or returned to the owner listed above at the group's expense.
4. Should the Vet consider it necessary, the group will have the right and responsibility to see that the equine is euthanised humanely, without delay.
5. Overall charge of the equine will be the responsibility of the group

NOTE:

There must be a clear understanding as to where the equine will be kept and by whom it may be used, who is responsible for veterinary expenses and any insurance requirements. It must also be agreed what action should be taken should the equine become redundant for any reason, or the group has to temporarily or permanently close.

6. If for any reason the group find it necessary to change the current arrangements for the equine, they will first offer it back to the owner (unless the owner has indicated in writing that they wish to hand over the equine completely to the RDA and do not want it back) secondly make every effort to find it another suitable home **or** thirdly have it humanely euthanised.

Signed: (Group Chair) Date:

Signed: (Owner) Date:

IN ADDITION: (Delete if not required) I am making a gift of the equine (as stated above) to the RDA Group (as stated above). I am prepared to leave future arrangements for the equine in the hands of the group and do not wish to have it offered back to me.

Signed: (Owner) Date:

Agreement Form Equine Offered on Loan to an RDA Group



Name of Horse:	
Age:	Height: Mare/Gelding:
Colour:	Breed/Type:
ID Details (e.g. Freeze/Brand, Passport No, Microchip No):	

Owned by:

Address:

..... Postcode:

Telephone: Email:

Has been offered on LOAN to:RDA Group

Address:

..... Postcode:

Telephone: Email:

Subject to the following conditions:

1. The equine will be subject to a Pre-Purchase Examination at the expense of the group.
2. After a trial period, under agreed terms, the equine will either be accepted or returned at the group's expense.
3. Should a Vet consider it necessary the group will have the right and responsibility to see that the equine is euthanised humanely without delay.
4. Overall care of the equine will be the responsibility of the group.
NOTE: When loans are arranged, there must be a clear understanding confirmed in writing as to where the equine will be kept and by whom it may be used, who is responsible for veterinary attention and any insurance requirements and action to be taken, including possible euthanasia should the equine become redundant for any reason or should the group need to close on a temporary or permanent basis.
5. If for any reason the group find it necessary to change the current arrangements for the equine, their representative will discuss alternative arrangements with the owner, and if none can be arranged, will return the equine to the owner.

Signed: (Group Chair) Date:

Signed: (Owner) Date:

Draft Agreement For Working Livery/Riding School



THIS AGREEMENT is made on the **(DATE)** between **(NAME OF STABLES OR RIDING SCHOOL)** (hereinafter called the "Company") of the one part and the **(RDA GROUP)** (hereinafter referred to as the Group) of the other part.

IT IS AGREED as follows:

1. The equine
is the property of the Group. The equine will be stabled (free of charge) at the Company's premises to be used by participants in the RDA group. The equine may be used at any RDA event outside the Company's premises. If the equine is needed for an RDA event not under the control of the Group, the Group Chairman of the RDA will make every effort to give at least one week's notice to the Company.
2. RDA insurance covers Third Party and Public Liability during the period the equine is in use by the Group and for events organised by other RDA Groups subject to the terms and conditions of the RDA's master policy in force.

NB: At all other times the Company's own insurance must be responsible for any injury or accident caused by the equine and the Company hereby agrees to carry sufficient and appropriate insurance cover and will provide a copy of such policy to the Group and the receipt for the last premium on written request.

3. The Company will be responsible for the feeding and day to day health and welfare of the equine, which will be made available for inspection by the Group's Vet at any given time by appointment. The Company will abide by any instructions given by the Group with regard to the welfare and care of the equine including feeding and/or provide for the euthanasia of the equine if necessary, under supervision of the Group.
4. Shoeing or trimming the equine's feet will be the responsibility of the Company. Veterinary fees will be the responsibility of the **(GROUP/COMPANY)**.
5. Any tack accompanying the equine will be the property of the Group and may be used by the Company, who will be responsible for good condition and repair.
6. When not required by the Group, the equine will be available for use by the Company for their own pupils at **(ADDRESS OF STABLES/RIDING SCHOOL)** provided that the Company will ensure that the equine has one rest day a week on which it is not ridden and one holiday each year.
7. The Company will arrange for the equine to be euthanised at the expense of the **(GROUP/COMPANY)** should the Group so request. The Company shall have the right to euthanise the equine should a Vet consider it necessary for humane reasons.
8. This Agreement may be terminated by either party giving one months' notice in writing to the other.

SIGNED:

RDA Group Chair

SIGNED:

for and on behalf of **(THE COMPANY)**

Agreement Form

Equine Offered on Loan from an RDA Group

Name of Horse:	
Age:	Height: Mare/Gelding:
Colour:	Breed/Type:
ID Details (eg Freeze/Brand, Passport No, Microchip No):	

Owned by:

Address:

..... Postcode:

Telephone: Email:

Has been offered on LOAN to:RDA Group

Address:

..... Postcode:

Telephone: Email:

Subject to the following conditions:

NOTE: When loans are arranged, there must be a clear understanding confirmed in writing as to where the equine will be kept and by whom it may be used, who is responsible for veterinary attention and any insurance requirements and action to be taken, including possible euthanasia should the equine become redundant for any reason or should the group need to close on a temporary or permanent basis. If for any reason the group/loaner find it necessary to change the current arrangements for the equine, their representative will discuss alternative arrangements with the group/loaner.

Signed: (Group Chair) Date:

Signed: (Owner) Date: