

Information on Loaning a Horse (for the Horse Owner)

The information below is a guide for horse owner's looking to loan out their horse or pony on a full loan, part loan or share basis.

Loaning is a popular solution for people who do not have the time or finances for their horse but do not wish to sell. There are various options. Many owners find a sharer or part loaner- somebody who will take over care of the horse for a number of days per week, often for a nominal sum towards shoes or feed.

Others who may be unable to care for their horse for some time through university, pregnancy, illness or suchlike will often put their horse on full loan- an agreement whereby the loaner has full responsibility and use of the horse for a set period of time and the horse is generally moved to a yard of the loaners choice for the duration.

Additionally there can be an agreement made for loaning with a view to buy where the loaner takes the horse on an extended trial period of full loan and at the end of this period the horse is either returned to the owner or purchased by the loaner.

All loan agreements will differ depending upon individual situations and it is important to consider all factors and options before making the decision to loan out your horse.

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- **The Advert** Take your time to compile a well worded advert if you wish to advertise your horse for loan or share. A very vague advert or one with little information may lead to a lot of replies from riders who will not meet your requirements. You should be specific as to the type of rider you are looking for, what the costs and responsibilities of the agreement will be for both parties.
 - **Be Honest** There is no point in misleading potential loaners about the suitability or behaviour of your horse. As a loaner you will be giving them the responsibility of care and riding your horse whilst unsupervised so it is important for their and the horses safety that they are fully aware of any vices, behavioural problems or quirks that the horse may have.
 - **Choosing the Right Loaner** Ensure that you do not rush into making an agreement with the wrong person. Make sure all potential loaners are met by you, seen handling and riding the horse and if necessary, request that they provide suitable reference from their riding instructor, owner of a previous loan horse or so on. Do not settle for the best applicant if you still do not feel they are the right person to loan the horse.
 - **Have a Trial Period** Do not commit yourself to too long an agreement initially. Give yourself and the loaner a trial period to ensure that they are capable of handling and riding the horse

and that the arrangement will work out for both of you. Ideally make sure that you are present the first couple of times that the loaner sees to the horse so that you can see them handling and riding the horse.

- **Vet New Yards** If the loan agreement means that the horse will be moved to another yard, ensure that you visit the yard first to ensure its safety and suitability for your horse. Before the horse is moved ensure that you check the new yards worming regime and that either you or the loaner (whoever is responsible) has the horse adequately insured.
- **Use of the Horse** Ensure that in your adverts, and upon contacting potential loaners that you are clear as to what your horse can be used for. There is no point in you loaning out a gentle hack if the loaner intends to take it galloping round the countryside. Find out from the potential loaners what they are looking for and assess if this meets your horse's needs. For example you may have a competition horse but find a loaner wants just to hack out. In which case if this caused no detriment to your horse it may be a suitable agreement rather than taking on a loaner who would want something to jump and compete. Also ensure that the horse is insured for any activities the loaner intends to partake in and that clear agreements are made if they intend to compete the horse.
- **Make an Agreement** Most importantly ensure that you have a clear and written agreement stating the terms of the loan or share. For some loan agreements there may be a financial payment due to the owner, other loans may be given simply in return for care of the horse and for full loan agreements the loaner usually agrees to take over all costs of the horse. This is something that needs to be clearly defined in the agreement. This agreement forms a legally binding document between both parties and both parties should retain a signed copy.
- **Unannounced Visits** For full loan agreements ensure that as part of the contract the loaner permits you to make periodical, unannounced checks to visit the horse to ensure it is in good health and being cared for in a suitable manner.
- **Horse Details** Make sure that the sharer or loaner has clear information available to them regarding the horse's care and routine. They should have access to any required feed, bedding, equipment and so on and all should be labelled clearly. Also ensure that you leave emergency contact details for yourself, the vet and farrier.
- **Be Flexible** It is important that there is flexibility in any agreement. There may be occasions through illness, holidays or personal reasons that either yourself or the sharer/ loaner may not be able to carry out their responsibilities as per the agreement. In such cases you, as the owner, should be prepared to be flexible and assist with alternative arrangements.
- **Ending the Agreement** All agreements will come to an end at some point. It is important to realise if an agreement is not working out, particularly if it is being detrimental to the horse. All agreements should involve information regarding the termination of the agreement, such as a notice period, and these should be abided by.

IMPORTANT

This information as provided above is intended to provide guidance and areas for consideration for those intending to enter into such arrangements. Anyone proposing to enter into such a

written agreement should take consideration and their own legal advice as to their particular circumstances.

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