



Securing a **better life** for Horses and Ponies

Terms & Conditions of Foster/Loan

- 1: Here4Horses will always be the legal owner of the horse or pony. The contract shall in no circumstances be interpreted as an agreement for transfer of ownership.
- 2: The passport will remain with the animal and Here4Horses will be named as the owner and the Fosterer/Loaner will not seek to amend the details of the owner in the passport.
- 3: The animal's microchip will remain registered with Here4Horses and the Fosterer/Loaner will not seek to amend the details.
- 4: We ask that you supply the name and contact details of at least one suitable referee. Suitable referees can be; your vet, your qualified riding teacher or your livery yard owner. Please do not choose family members, relatives or close friends.
- 5: The initial probationary period for all Foster or Loan homes, is six months. Here4Horses may extend or shorten the probationary period if deemed appropriate by both parties.
- 6: A Here4Horses representative will make a pre-arranged visit at three months into the probationary period and will perform a further home visit at six months to check that the requirements of the horse or pony are being properly met and that the Probationer is happy with the arrangement.
- 7: Subject to Here4Horses being satisfied with all requirements of the agreement being met, at the end of the probationary period the Probationer will be able to continue as a permanent Fosterer/Loaner for Here4Horses.
- 8: A Here4Horses representative will then make pre-arranged visits (a minimum of annually), to renew the Foster/Loan Agreement for a further year, check that the requirements of the horse or pony are being properly met and that the Fosterer/Loaner is happy and able to continue.
- 9: The Fosterer/Loaner must inform Here4Horses of any intention to move the horse or pony to new premises. The Fosterer/Loaner must give Here4Horses a minimum of 14 days-notice, in writing. Failure to follow this process will result in immediate termination of this agreement.
- 10: The period of Foster or Loan will be agreed at the outset and reviewed annually.

Care of the Horse or Pony:

- 11: The Fosterer/Loaner will be responsible for costs associated with the day to day care of the animal, including but not limited to, Boarding Fees, Public Liability Insurance, Vaccinations and regular, standard Farriery and Dental work. Here4Horses does however, accept liability for any cost above and beyond the basic day to day care, should it become necessary due to accident or illness.
- 12: The Fosterer/Loaner agrees to comply with all relevant regulations, legislation and laws concerning the welfare, control, transport, responsible ownership and protection of animals including, without limitation, the Animal Welfare Act 2006. Attention is drawn to the possible liability of the Fosterer/Loaner for damage and injury which horses and ponies may cause to third parties or their property in particular under the Animals Act 1971. Sufficient Third Party/Public Liability cover must be in place and copies of relevant, up to date certificates must be supplied to Here4Horses.

13: The animal must be kept in accordance with the Animal Welfare Act, including the Code of Practice for the Welfare of Horses, Ponies, Donkeys and their Hybrids, available from www.defra.gov.uk or for animals kept in Wales, the Code of Practice for the Welfare of Equines, available from www.wales.gov.uk

14: In addition to the Animal Welfare Act 2006, Here4Horses places the following conditions on the probation and any subsequent Foster or Loan agreement:

- (a) The animal must not be used for breeding purposes.
- (b) The animal must not be tethered and must have daily freedom to graze, gallop, roll and socialise.

15: Any information concerning the habits and past history of the animal is passed on by Here4Horses in good faith to the Fosterer/Loaner. Here4Horses is unable to accept liability for any consequences whatsoever, resulting from events attributable to the failure to give information, or the transmission of wrong information, provided that nothing in these conditions excludes Here4Horses liability for fraud.

16: The horse or pony is believed to be in normal, good health on leaving the Rescue Centre, except where specific medical or behavioural conditions has been made known to the Fosterer/Loaner in writing, including in the veterinary records and/or noted on the application form.

17: If the animal is involved in an accident or suffers illness or injury during the Foster or Loan period, Here4Horses is to be contacted immediately and certainly within 12 hours. In the unlikely event that the Fosterer/Loaner is unable to contact a Here4horses representative, a qualified Veterinary Surgeon may give consent to euthanize, in order to prevent unnecessary suffering.

18: Here4Horses and the Police should be notified immediately (within 12 hours), should the animal become lost or missing.

Return of the Equine:

19: If the horse or pony fails to be acceptable to the Fosterer/Loaner then it can be returned at any time. Transport arrangements must be agreed with Here4horses. If Here4horses is required to provide the transport a fee of .65 pence per mile is likely to apply. This will be recorded on the initial agreement and will always apply to the transport of Loanie Ponies.

20: During the Foster or Loan period the animal may be returned to Here4Horses, either at the request of the Probationer or at the request of Here4Horses. The animal must not be passed on to a third party during either the Probation, Foster or Loan period.

21: If the animal is returned to Here4Horses, the passport must be also be returned. It is a legal requirement for the passport to stay with the animal. The Fosterer/Loaner is liable for the cost of a replacement passport should the passport not be returned.

22: The Fosterer/Loaner agrees to veterinary records being disclosed to the Here4Horses vets, should they be required.

23: The Courts of England and Wales will have exclusive jurisdiction over any claim arising from, or relating to, this Agreement. The laws of England and Wales will apply to this Agreement.