

GIFT AND LOAN PACK



Background

It is essential, whenever an RDA Group takes on a horse/pony (hereinafter called the 'horse') as a gift or loan, that the group has a written agreement upfront to avoid possible problems in the future.

Experience has shown that long term loans and gifts may sometimes give **rise to unexpected problems** and having the terms of a loan/gift set out from the start can help the group to manage situations easier and protect themselves from possible issues.

Where any pony is given or loaned for a period it is essential to have a **written agreement** to cover all eventualities, including provisions for a change of circumstances. The agreement must be carefully drawn up to suit each individual case and must be signed by both parties concerned.

A large number of horses are offered to the RDA, many of which are **not suitable for use** by riders or drivers with disabilities. Groups must be sure that any horse they are offered has been thoroughly 'checked out' before accepting it. We would strongly recommend that groups should always have a pony **on trial before agreeing** to have them on loan or taking them on as a gift.

Before final acceptance of a pony as a gift or on loan, a group should arrange for its examination by a vet, to ensure that it is physically capable of doing the work required.

Below we have outlined what should be included in an agreement when writing it up between a group and an owner. As well as outlining what should be included, further on in the document, we have included some draft agreement that groups can edit and change to suit the agreement they would like to have.

TRIAL - As a safeguard against misunderstanding and recriminations the following points should be agreed in writing before the horse goes on trial:

- a. Length of trial
- b. Details of insurance cover
- c. Responsibility for veterinary expenses
- d. A clause covering possible euthanasia

If the pony is unsuitable it should be returned at the group's expense.

LOAN - Experience has shown that long term loans may sometimes give rise to unexpected problems. These are usually unforeseen circumstances which have not been covered by the original agreement.

- a. As well as who is responsible for veterinary treatment and details of insurance, the agreement should include:
 - (1) The duration of the loan (indefinite or a stated time)
 - (2) Where the pony may be kept

- (3) By whom it may be used.
 - (4) Action to be taken should the pony become redundant for any reason
- b. The following are examples of unlikely, but possible, eventualities that could be forestalled by mutual agreement:
- (1) If an horse has to be euthanised or loses value through injury or disease - can the owner claim for loss, or difference of its value, on its return?
 - (2) If the horse suffers injury or disease that does not call for euthanasia on humane grounds, but requires expensive veterinary care beyond the means of the group, what options are acceptable to both parties?

GIFTS – A written agreement in the case of direct gifts is similar to that for an horse on loan without the 'return'. It should be clear:

- (1) if the owner wishes to give the horse completely to the group and does NOT want to have it offered back (completion of the slip at the foot of the Agreement Form will confirm this); or
- (2) what action should be taken if the group circumstances change, or the pony becomes redundant.

VOLUNTEER CARER

SAMPLE LETTERS AND DRAFT FORMS

Enclosed are letters and forms that can be used for the basis of an agreement between a group and an owner of an horse 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 HORSES OFFERED** - This letter to be sent to owners of horses offered after initial contact.
- 2. EQUINE PLACEMENT FORM** - This form to accompany above letter for completion by the owner.
- 3. AGREEMENT FORM FOR AN HORSE OFFERED ON TRIAL TO A GROUP**

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4. **AGREEMENT FORM FOR AN HORSE OFFERED AS A GIFT TO A GROUP** - This form **must** be completed by all concerned before an horse is accepted as a gift by a group.
5. **AGREEMENT FORM FOR AN HORSE OFFERED ON LOAN TO A GROUP** - This form **must** be completed by all concerned before an horse is accepted on loan by a group.
6. **DRAFT AGREEMENT FOR WORKING LIVERY** - For the use of groups with horses on working livery with riding schools.

If any group would like support with any aspects of purchasing, loaning or owning horses, please contact the Regional Horse Adviser for the group, or call National Office.

Offers of driving ponies should be passed to your Regional Carriage Driving Representative.

Please make arrangements for horses offered to be vet inspected as soon as possible and before a final decision is made about taking the horse on.

LETTER TO OWNERS OF HORSES OFFERED



Address of Group Chairman

(Please Note: "horse" can be substituted with "pony" or "donkey" if applicable)

Dear

Thank you very much for offering your horse for the use of our riders/drivers.

I enclose the Association's Horse Placement Form and I would be very grateful if you would 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 horses that are suitable for the particular riding or driving activities of those that need them. It may be necessary for the horses's suitability to be assessed over a trial period. In such a case the horse will be accepted for a trial period by mutual agreement.

Very old horses, horses below the age of five, or those of questionable soundness and those who's health or temperament mean they require specialised care, are not acceptable for the RDA. We will wish to arrange a veterinary assessment before we actually take a horse, to avoid possible misunderstanding or disappointment later.

Whatever the outcome, we very much appreciate you offering your horse to the 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 Chairman

HORSE PLACEMENT FORM



Name: Miss/Mrs/Mr.....

Address:

Postcode: Telephone:

Email:

DETAILS OF THE HORSE OFFERED (tick boxes where appropriate):

Horse	<input type="checkbox"/>	Pony	<input type="checkbox"/>	Donkey	<input type="checkbox"/>
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Sex:	<input type="checkbox"/>	Mare	<input type="checkbox"/>	Gelding	<input type="checkbox"/>
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Please note: Stallions, Fillies and Colts will not be accepted in RDA

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

Dates Last:			
	SHOD/TRIMMED		Or WORMED
VACCINATED:	FLU		TETANUS
Current Use:			

IS YOUR HORSE/PONY/DONKEY

Quiet to Handle and quiet in stable?	YES	NO
Quiet and free-going to ride?	YES	NO
Free from any known disease or ailment?	YES	NO
Easy to catch in a field?	YES	NO
Quiet with other ponies?	YES	NO
Easy to Mount?	YES	NO
Quiet in Traffic?	YES	NO
Good with the farrier and vet?	YES	NO

If the answer to any of the above questions is "No" please give details overleaf.

Has your horse ever been used for Carriage Driving?	YES	NO
If "Yes", please list experience:		

ON WHAT BASIS IS YOUR HORSE OFFERED?

Gift	If offered as a gift, are there any conditions?	
Long Loan	If offered on long loan, are there any conditions?:	
For Sale	If offered for sale, at what price? £	
Is Tack/Rug Included? (Gift/Long Loan/For Sale)	YES	NO
If "Yes" please give details:		

Signature:

Date:

AGREEMENT FORM FOR AN HORSE OFFERED ON TRIAL TO A GROUP



DETAILS: (tick boxes where appropriate)

Horse		Pony		Donkey	
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Sex:		Mare		Gelding	
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Please note: Stallions will not be accepted in RDA

Name:	
Age: <i>*we cannot accept any equine under the age of 5 yrs old.</i>	Height:
Colour:	Breed/Type:
ID Details (eg 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 horse will be accepted by the group or returned to the owner.
2. Overall charge of the horse will be the responsibility of the group including veterinary fees and Public Liability cover, whilst the pony is on trial. Whilst every reasonable care will be taken, the insurance for loss of use or death of the horse remains the responsibility of the owner.
3. The group will have the responsibility to see that the horse 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 horse, 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 Chairman) Date:

Signed: (Owner) Date:

AGREEMENT FORM FOR AN HORSE OFFERED AS A GIFT TO A GROUP



DETAILS: (tick boxes where appropriate):

Horse		Pony		Donkey	
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Sex:	Mare		Gelding	
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Please note: Stallions will not be accepted in RDA

Name:	
Age: <i>*we cannot accept any equine under the age of 5 yrs old.</i>	Height:
Colour:	Breed/Type:
ID Details (eg 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 horse will be transferred to the group.
2. The horse will be subject to a veterinary inspection at the expense of the group.
3. The horse shall be placed in a knowledgeable home or riding stable used by the group where he/she will be regularly used for RDA purposes.
4. After a trial period, under agreed terms, the horse will either be accepted or returned to the owner listed above at the group's expense.
5. Should the vet consider it necessary, the group will have the right and responsibility to see that the horse is euthanised, without delay.
6. Overall care of the horse will be the responsibility of the group.
NOTE: There must be clear understanding as to where the horse 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 should the horse become redundant for any reason.

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

Signed: (Group Chairman) Date:

Signed: (Owner) Date:

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

Signed: (Owner) Date:

AGREEMENT FORM FOR AN HORSE OFFERED ON LOAN TO A GROUP



DETAILS: (tick boxes where appropriate):

Horse		Pony		Donkey	
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Sex:		Mare		Gelding	
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Name:	
Age: <i>*we cannot accept any equine under the age of 5 yrs old.</i>	Height:
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:

1. The horse will be subject to a veterinary inspection at the expense of the group.
2. The horse shall be placed in a knowledgeable home or riding stable used by the group where he/she will be regularly used for RDA purposes.
3. After a trial period, under agreed terms, the horse will either be accepted or returned at the group's expense.
4. Should a veterinary surgeon consider the group will have the right and responsibility to see that the horse is euthanised without delay.
5. Overall care of the horse 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 horse 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 pony become redundant for any reason.

6. If for any reason the group find it necessary to change the current arrangements for the horse, their representative will discuss alternative arrangements with the owner, and if none can be arranged, will return the horse to the owner.

Signed: (Group Chairman) 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], [CHARITY NUMBER]** (hereinafter referred to as the Group) of the other part.

WHEREBY IT IS HEREBY AGREED as follows:

1. The horse **[NAME & DESCRIPTION OF HORSE/PONY/DONKEY]** (hereinafter called the "Horse") is the property of the Group. The Horse will be stabled (free of charge) at the Company's premises to be used by riders/drivers with disabilities in the Group. The Horse may be used at any RDA event outside the Company's premises. If the Horse 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 Horse 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 from time to time in force.

NB: At all other times the Company's own insurance must be responsible for any injury or accident caused by the Horse 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 Horse, 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 horse including feeding and/or provide for the euthanasia of the Horse if necessary, under supervision of the Group.
4. Shoeing or trimming the Horse's feet will be the responsibility of the Company. Veterinary surgeon's fees will be the responsibility of the **[GROUP / COMPANY]**.
5. Any tack accompanying the Horse will be the property of the Group and may be used by the Company, who will be responsible for their good condition and repair.
6. When not required by the Group, the Horse 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 Horse has one rest day a week on which it is not ridden and one holiday each year.
7. The Company will arrange for the Horse to be euthanized at the expense of the **[GROUP / COMPANY]** should the Group so request. The Company shall have the right to destroy the Horse should a Veterinary Surgeon consider it necessary for humane reasons.
8. This Agreement may be terminated by either party giving one months' notice in writing to the other.

As **WITNESS** the hands of the parties hereto the day and year first before written

SIGNED: _____ by **[NAME]** as
Group Chairman of the **[RDA GROUP]**, Riding for the Disabled Association

SIGNED: _____ by **[NAME]**
for and on behalf of **[THE COMPANY]**