Once you have been chosen to foster one of our equines you will be asked to enter into a Rehoming Agreement with Bransby Horses. Please read the copy below carefully to ensure that you can provide all that will be required of you. As this is a legal document that will be binding on both parties we would recommend that you seek separate legal advice before entering into it.

**REHOMING AGREEMENT**

THIS AGREEMENT is made [DATE]

BETWEEN:

BRANSBY HORSES of Bransby House, Bransby, Lincoln, Lincs., LN1 2PH: Charity Number 1075601 (hereinafter called “Bransby Horses”) of the one part

AND

[NAME] of [ADRESS] (hereinafter called the “Fosterer”) of the other part

BACKGROUND:

•Bransby Horses has agreed to place a horse/pony/donkey/mule with the Fosterer.
•The parties have agreed to enter into this Agreement to regulate the Placement relationship.
•The welfare, safety and wellbeing of the horse/pony/donkey/mule are PARAMOUNT at all times.

**NOW IT IS HEREBY AGREED as follows:**

•Bransby Horses will place the horse/pony/donkey/mule specified in Schedule 1 with the Fosterer. The horse/pony/donkey/mule will be used only for the purpose set out in Schedule 1 and the Fosterer shall not use, nor permit the horse/pony/donkey/mule to be used, for any other purpose whatsoever during the period of the Placement without the express permission of Bransby Horses.
•Bransby Horses shall retain legal ownership of the horse/pony/donkey/mule specified in schedule 1.
•The Placement shall commence on [ .20 ]/ the date hereof and continue until brought to an end in accordance with this Agreement.
•Bransby Horses provides no guarantee to the Fosterer as to the fitness, health, suitability for purpose or otherwise in respect of the horse/pony/donkey/mule.
•Bransby Horses reserves the right of access to the horse/pony/donkey/mule and the right to inspect the premises where the horse/pony/donkey/mule is kept for the purposes of a Home Visit at any time with or without prior notice and without notice in the case of urgency or exceptional circumstances, or where there is cause for concern.

**•The Fosterer agrees:**
•From the date hereof to be responsible for the safety, security, welfare and wellbeing of the horse/pony/donkey/mule.
•To be responsible for all costs, claims, demands; loss and expenses from the date hereof but Bransby Horses shall retain the discretion to accept responsibility for specified costs agreed in advance with the Fosterer.
•To abide by and observe the obligations and responsibilities listed in the Schedules hereto.
•To abide by and observe all Statutes, Regulations, Directives and the Equine Industry Welfare Council Guidelines Compendium in force from time to time regarding the health, welfare and safety of all equines and the Highway Code.
•To observe and abide by The Horse Passport Regulations 2009. To keep the documents and the Passport safe and secure and to make them available to Bransby Horses for inspection upon request and to return them to Bransby Horses in any event at the end of this Agreement. This clause shall not cease upon termination of this Agreement and the Fosterer will use his or her best endeavours in locating and producing the Passport to Bransby Horses. The Fosterer agrees not to contact previous owners.
•To observe and abide by the terms and conditions contained in this Agreement or other terms or requests relating to the health and welfare of the horse/pony/donkey/mule including seeking any veterinary attention or treatment that Bransby Horses deems fit to request from time to time.
•To maintain records of all matters contained in the Schedules hereto together with the record sheets provided by Bransby Horses relating to all veterinary, farriery and dental matters and provide them together with the Passport duly stamped by the Veterinary Surgeon, for inspection at any time upon request and to provide copies if requested. Where a period of twelve months has passed between Home Visits the Fosterer is to send copies of the forms including the Annual Veterinary Check form duly signed and stamped by a qualified Veterinary Surgeon to Bransby Horses.
•To be responsible for any and all loss, damage or injury incurred or caused directly or indirectly by the horse/pony/donkey/mule which is kept at the Fosterers own risk.
•To secure and maintain an Insurance Policy for Public Liability with the minimum third party insurance cover for the horse/pony/donkey/mule and must supply a copy of the certificate to Bransby Horses upon renewal and upon request.
•To indemnify and keep indemnified Bransby Horses and its servants in respect of any and all actions, claims, demands for any and all loss incurred as a result of any injury or damage caused by the horse/pony/donkey/mule. Whether any such action results directly or indirectly from any act or omission on the part of the Fosterer, his or her servants, employees, agents, contractors orotherwise.
•That the horse/pony/donkey/mule must not be used for breeding purposes under any circumstances.
•That where the horse/pony/donkey/mule is found to be in foal the ownership of the foal shall be with Bransby Horses and the fosterer agrees to enter into a Rehoming Agreement in respect of the foal.
•To take all reasonable steps to ensure the safety of all persons handling the horse/pony/donkey/mule with or without the Fosterers permission.
•That the horse/pony/donkey/mule must not be transferred or sold to a third party.
•That where the Fosterer wishes to recommend another individual to rehome the horse/pony/donkey/mule to the Fosterer must first notify Bransby Horses so they may then instigate the full Rehoming Procedure, including placing the horse/pony/donkey/mule on the website.
•That the horse/pony/donkey/mule must remain at an address and in the fields and areas approved of in advance by Bransby Horses.
•To give as much notice as practicable, not being less than 14 days, to Bransby Horses of any intention to move the horse/pony/donkey/mule to another residence/field and to allow Bransby Horses to do a Home Check first; excepting emergencies whereby the Fosterer will advise Bransby Horses as soon as possible and facilitate a Home Check as soon as practicable.
•The Fosterer agrees to always provide up-to-date contact details to Bransby Horses.
•That the horse/pony/donkey/mule shall not be used for any commercial purpose whatsoever.
•To notify Bransby Horses in the event of no longer being able to provide the requisite standard of care for the horse/pony/donkey/mule whereupon Bransby Horses reserve the right to remove the horse/pony/donkey/mule and end this Agreement or to provide support to enable the Fosterer to continue to care for the horse/pony/donkey/mule.
•To notify Bransby Horses within a reasonable time of any injury that requires veterinary attention or illness or disease that results in a visit by a Veterinary Surgeon, Dental Technician or Farrier.
• That in the event of an emergency, or urgency to contact a Veterinary Surgeon without delay, to act upon the advice given and undertake all recommended treatment including euthanasia in an appropriate and humane manner by a qualified Veterinary Surgeon or licenced Slaughter man.
•To facilitate an inspection of the premises and horse/pony/donkey/mule every six months to ensure all standards, routine care and work load limits are met to the satisfaction of Bransby Horses.
•To allow Bransby Horses uninterrupted access to the premises to euthanize the horse/pony/donkey/mule in accordance with Veterinary advice only in an appropriate and humane manner.
•That in the event of the death of the horse/pony/donkey/mule to notify Bransby Horses within twenty four hours. In the event of a sudden death to notify Bransby Horses prior to the removal of the carcass. Bransby Horses reserves the right to require and conduct a post mortem examination at its expense.
•To always have the Charity’s best interests at heart and to only communicate accurately and positively about Bransby Horses with the world at large; not to release any confidential information relating to the Charity or of the history of [name of equine] without the prior approval of Bransby Horses and not to communicate in any form or format, in any forum, any material of a detrimental nature or which may be interpreted to be of a detrimental nature in relation to Bransby Horses or that could harm or have a negative impact on the Charity’s reputation.

**•Rights of termination:**
•Bransby Horses will be entitled to terminate this Agreement either with or without notice and arrange for the horse/pony/donkey/mule to be returned to Bransby Horses upon the failure by the Fosterer to provide premises that comply with the standards and requirements set by Bransby Horses or where the Fosterer fails to comply with any notified requirements to ensure the premises are of the requisite standard.
•Bransby Horses shall be entitled to terminate this Agreement with immediate effect either with or without notice, where there is any cause for concern whatsoever about the safety, health or welfare of the horse/pony/donkey/mule or where the Fosterer is in breach of any of the terms of this Agreement or of any requirements regarding the standard of care notified from time to time to the Fosterer by Bransby Horses.
•Either party may terminate this Agreement at any time by giving twenty eight days’ notice either in writing or via electronic mail to the other party provided always that the length of notice may increase by the agreement of both parties.
•All documentation relating to the horse/pony/donkey/mule remains the property of Bransby Horses and all documentation including the Passport must be returned upon request or in any event as soon as practicable after termination of this Agreement. This clause shall not cease upon termination of this Agreement and shall continue until it is complied with to the satisfaction of Bransby Horses.

**•Complaints procedure:**
The Fosterer may raise any complaints which will be dealt with in accordance with Bransby Horses Complaints Procedure.

**•Authority to publish:**
The Fosterer gives permission for Bransby Horses to use any information and photographs supplied by the Fosterer to Bransby Horses, for publicity and advertising purposes and for use on the Bransby Horses website and Social Media.

•Confidentiality:
Subject to clauses 9; 6.25 and where specific authority has been given by Bransby Horses, all matters are to be and are to remain confidential between the parties.

•Law and Jurisdiction:
This Agreement is deemed to be made in England and Wales and is governed by and construed in accordance with the Law of England and Wales. Unless any alternative dispute resolution procedure is agreed with the Fosterer from time to time, any dispute between the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.

•Definitions:
•“Fosterer” refers to all parties where there is more than one Fosterer entering into this Agreement with Bransby Horses.
•Where the Fosterer consists of more than one person the terms of this agreement will be borne and be undertaken on a joint and several basis.
•“Placement” describes the nature and purpose of this agreement for the horse/pony/donkey/mule to be physically transferred to the Fosterer for an undefined and indefinite term subject to the terms of this Agreement.
•“Home Check” refers to the assessment of the premises.
•“Home Visit” refers to the ongoing support by Bransby Horses.

IN WITNESS WHEREOF this Deed has been executed the day and year first before written
EXECUTED as a deed
For and on behalf of Bransby Horses: …………………………………………………….
Name:
Position:

SIGNED as a deed by the Fosterer: ………………………………………………………….
Name:
Address:

SIGNED as a deed by the Fosterer: ………………………………………………………….
Name:
Address:

**SCHEDULE 1
DETAILS AND PERMITTED USE OF THE HORSE/PONY/DONKEY/MULE**

Details:

Name:
Known as:
Passport Number:
Microchip Number:
Sex:
Date of Birth (where known):
Age:
Brief description:
Colour:
Height:
Freeze mark (if any):
Permitted use of [name] : [delete as required]
•Riding-but not to include jumping / lead rein only
•Riding including jumping
•Companion [only] [with permission to ride] [with permission to ride to be sought at a later date]
•Driving only
•Ride and drive

**SCHEDULE 2
FOSTERER’S OBLIGATIONS AND RESPONSIBILITIES**

•Duty to give love, respect and the highest standard of care and protection to the horse/pony/donkey/mule every day of the year and to provide cover for illness, holiday periods and the unexpected.
•To protect the horse/pony/donkey/mule from pain, suffering, injury and disease.
•To follow a good and regular Horse Management regime and encourage normal behaviour, ensure that the horse/pony/donkey/mule is free from fear and distress and all its needs are met.
•The horse/pony/donkey/mule must receive Veterinary treatment in accordance with the requisite standard of care required by Bransby Horses and in any event for every case of sickness, accident, disability, disease and their advice followed.
•The horse/pony/donkey/mule must be attended by a Farrier registered with the Farriers Registration Council as required or as recommended, but at least every six to eight weeks to be shod or trimmed.
•The horse/pony/donkey/mule must be wormed as regularly as recommended by an approved worming programme licenced by a professional of The Pharmaceutical Society of Great Britain and follow either a pharmaceutical only or a combined pharmaceutical and faecal worm egg count programme.
•The horse/pony/donkey/mule must be vaccinated annually by a Veterinary Surgeon in accordance to veterinary advice and with current records; any lapse will require the Fosterer to be responsible for a new programme without delay and the Veterinary Surgeon must stamp the passport on each occasion.
•The horse’s/pony’s/donkey’s/mule’s teeth must be examined annually by an equine specific Veterinary Surgeon or by an approved BEVA (British Equine Veterinary Association) & BAEDT (British Association of Equine Dental Technicians) Equine Dental Technician and recommended treatment undertaken.
•The horse’s/pony’s/donkey’s/mule’s weight must be managed in accordance with the breed, good health and recommended workload and ideally within the Body Conditioning Score range of 2.5 and 3.5 on the Carroll and Huntington method. Suitable food must be provided daily and a suitable diet followed.
•Where approved by Bransby Horses to be ridden the saddle must be correctly fitted by a Saddler approved by the Society of Master Saddlers prior to the date of this Agreement or within six weeks from the date hereof and is recommended to be rechecked as appropriate to ensure a correct fit.
•Where approved by Bransby Horses to be driven the harness must be correctly fitted by an approved body such as The British Driving Society; the Light Harness Horse Instructor; UKCC Coach in Carriage Driving.

**SCHEDULE 3
FIELD AND STABLE MANAGEMENT**

•The horse/pony/donkey/mule must have the companionship of another horse, pony, donkey or mule unless approved otherwise by Bransby Horses.
•The horse/pony/donkey/mule must have daily turnout from a stable to a field or all weather surface (unless advised otherwise by a Veterinary Surgeon or Bransby Horses).
•The horse/pony/donkey/mule must not be tethered under any circumstances.
•Grazing needs to be suitable to the needs of the horse/pony/donkey/mule and as deemed appropriate by Bransby Horses or as recommended by a Veterinary Surgeon; rotating grazing areas should be available.
•Suitable manmade or natural shelter must be available.
•Fences and gates suitable and non-hazardous for equines must be kept and maintained in a good state of repair throughout the Placement and be approved (in advance where more is planned) by Bransby Horses.
•The land should be well managed to ensure there is a minimal risk of worm infestation.
•There must not be any ragwort or other poisonous plants in or around the field; any found must be removed without delay.
•A constant/frequent supply of fresh water must be available at all times in a safe, clean container or trough.
•Access to a stable or shelter must be available for use in the event of the horse/pony/donkey/mule being ill or injured or requiring isolation.
•The field, stables and turnout or other area regularly used must be kept free of any hazardous materials or rubbish, farm machinery or equipment.
•The land must be well managed, drained and clean with the ground and surface being kept free of a hazardous or uneven surface i.e. rabbit burrows.
•The horse/pony/donkey/mule must have the freedom to graze, roll and socialise and be able to exhibit normal behaviours.