

The Club's Bye-Laws Rules Effective from July 2024

Appendix C

Riding Livery Agreement

- A.** Pursuant to the Party's request, the Club agrees to stabling the Horse(s) on the general terms and conditions, fees and prices annexed here to or as updated by the Club from time to time.

- B.** The Party agrees to stable his/her horse(s) at the Club's premises under these fees, prices, general terms and conditions which may be changed from time to time in accordance with the Club's Constitution, Bye-laws and any policies including Human Resource policy.

The following documents shall form part of this Service Agreement:

- Annex 1 – Livery Fees
- Annex 2 – Prices of Services
- Annex 3 – Duties and Overtime Breakdown prices
- General Terms and Conditions

Any dollar amount referred to in this Agreement for fees, services, charges or costs charged by the Club shall be subject to GST at the prevailing rate any other relevant taxes. All amounts are in Singapore dollars.

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ANNEX 1 – LIVERY SERVICE FEES

| Term Contract | |
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| Riding Livery | 1 year |
| Livery Per Month Competition Subsidized (CS) | \$2,600 |
| Refundable Deposit amount (CS) | \$7,800 |
| Livery Per Month Non-Competition (NC) | \$3,200 |
| Refundable Deposit amount (NC) | \$9,600 |
| Deposit required (no of months) | 3 |

Livery Charges for Riding shall be determined by the Committee at its discretion from time to time.

ANNEX 2 – PRICES OF SERVICES

- a) No pro-ration of charges will be allowed for consumption of, or use of, less than the minimum/maximum stipulated weight or amount of goods supplied by the Club under this Agreement.
- b) Any charges for services referred to in this Agreement are subject to change at the sole discretion of the Club.
- c) Where any Livery Services are provided outside of stipulated working hours, additional overtime charges will apply in accordance with the rates set out in Annex 3.

| Additional Livery Services | Price |
|--|--------------------------|
| Clipping | \$100 per horse per time |
| Clipping (Difficult Horse with Handler) | \$150 per horse per time |
| Mane pulling | \$30 per time |

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| Poulticing/Ice Boots | 1 st poulticing during stipulated work hours is free. Any additional livery request shall be charged at \$15 each time (up to 4 legs each time) and will be performed during stipulated working hours. When this additional service is provided outside stipulated working hours, overtime rates shall apply will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3) in addition to \$15 per poulticing. |
| Hand Walking | \$15 per 20 minutes |
| Shavings | Charge at prevailing rate |
| Loading of horse onto transport (each way) | \$33 each way |
| Attendance of Club Instructors for Competition Warm Up (Away at BTSC, STCRC and NEC) | \$33 per rider per day |
| Utilities / Electrical Device in stable | \$25 per wall fan per month |
| Wall mounted fan per installation | \$350 non-refundable. Livery Owner can remove fan at their own cost without damaging club facility and fixture |
| Farrier | As per the club farrier's price list |
| Holding for Farrier (Difficult Horse) | \$20 per time |

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| <p>Livery Lesson Fees which are only applicable to Livery Owner riding their owned Livery Horse. Any lessons taken by Livery Owner on Club horses or on another Livery Owner's horse, will be charged in accordance with Riding Academy Riding Fee List (each lesson is 45minutes unless otherwise stated)</p> | <p>See Riding Academy Fee List</p> |
| <p>Schooling of Horse by the Club Instructor (45mins)</p> | <p>See Riding Academy Fee List</p> |
| <p>Movement of Horse for the purpose of Veterinarian consultation or farrier</p> | <p>Working hours – free Outside working hours – the prevailing overtime rate for the applicable day (refer to rates in Annex 3)</p> |
| <p>Plaiting of Horse's Mane</p> | <p>\$30 per time</p> |
| <p>Arena Fees for Livery Owner Account</p> | <p>\$30 per Freelance lesson up to a maximum of \$300 per horse per month Arena fees are also chargeable at the same rate when a Livery Owner undertakes a lesson provided by a Freelance Instructor and is riding a horse, other than the Horse named in this Agreement, but not including a horse owned by the Club. Where a Livery Owner is also a Freelance Instructor approved by the Club, arena fees will be charged when the Livery Owner provides instruction to any other Club member using the Horse named in this Agreement. Arena maximum cap \$300 per month only applies to the Livery Owner riding the named Horse in this Agreement.</p> |
| <p>Deworming Medication</p> | <p>TBC prior to Deworming</p> |
| <p>Vaccinations as specified by the Club from time to time</p> | <p>TBC prior to Vaccinations</p> |
| <p>Rubber Mats for Stable</p> | <p>\$150 per Mat (one-time payment)</p> |
| <p>Timothy Hay – up to 11kg per day</p> | <p>\$150 per month Any Timothy Hay over and above the stipulated maximum amount of 11kg per day (charged at \$150 per month) will be charged to the Livery Owner at cost, in addition to a 10% wastage fee, per kg.</p> |
| <p>Oats – up to 3kg per day</p> | <p>\$110 per month Any Oats consumed over and above the stipulated maximum amount of 3kg per day (charged at \$110 per month) will be charged to the Livery Owner at cost, in addition to a 10% wastage fee, per kg.</p> |

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| <p>Additional feed items not on the feed menu or in excess of the maximum quantity</p> | <p>At cost plus standard administration fee</p> |
| <p>Away Competition at BTSC or STCRC</p> <p>(All rates are based on one groom looking after up to 6 horses, cost to be divided amongst number of riders in total for that day, whether school and/or livery riders. Club will endeavour to rotate Away Show attending groom. Grooms will automatically be provided unless the Livery Owner advises the authorised Duty Supervisor that the service is not required.</p> | <p>\$140 per groom per day, minimum charge one full day, including tacking, untacking, grooming, feeding, watering at the venue. From 2nd day onwards, if the float returns to Club no later than 12:00pm, \$70 per groom shall be charged. If later than 12:00pm, full day groom rate shall apply.</p> |
| <p>Away Competition at NEC. Livery Owner to have the option whether groom is needed for overtime during NEC show. Livery Owner is to notify authorised Duty supervisor at least a day before competition if groom service is required. No groom will be on standby overtime if no request is given to Riding Academy.</p> | <p>Overtime \$24 per hour per duty groom applicable 10:35am to 3:45pm.</p> |
| <p>Emergency Medical Attention</p> | <p>Medical attention provided on an emergency basis (eg colic), but provided outside of stipulated working hours, will be charged at the prevailing overtime rate for the applicable day (refer to rates detailed in Annex 3)</p> |
| <p>Assistance provided to Veterinarian for consultation</p> | <p>When assistance is provided, at the request of the appointed Veterinarian, and that assistance is provided outside stipulated working hours, the Livery Owner will be charged at the prevailing overtime rate for the applicable day (refer to rates in Annex 3)</p> |

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ANNEX 3 - DUTIES AND OVERTIME BREAKDOWN

| Day of the Week | Stipulated Working Hours | Usual Service Provided (at no additional charge) | Additional Services Provided (to be charged to Livery Owner) | Rate for Overtime and/or Additional Services |
|----------------------------|--|--|---|--|
| Tuesday to Sunday | Morning <ul style="list-style-type: none"> • 6:45am – 10:35am Afternoon <ul style="list-style-type: none"> • 3:45pm – 7:15pm | Please refer to Clause 5(b) of the Livery Agreement for specific services provided as part of the Livery Agreement | Any work performed outside of stipulated working hours | \$24 per hour for any service provided outside stipulated working hours |
| Monday and Public Holidays | Morning <ul style="list-style-type: none"> • 6:45am – 10:35am Afternoon <ul style="list-style-type: none"> • 3:45pm – 7:15pm | <ul style="list-style-type: none"> • Either one front paddock turn-out or one walker • Feeding • Haying • Watering | <ul style="list-style-type: none"> • Any work performed outside of stipulated working hours • Second paddock turn out or walker • Medical Attention • Tacking/Untacking | Flat rate of \$50 per additional service, per horse, when performed during stipulated working hours Additional charge of \$24 per hour if additional services are provided outside stipulated working hours |

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| “Off Days” | N/A | No usual services provided by grooms on their “off day” | Any request for groom services by a Livery Owner will be subject to overtime charges | \$32 per hour, minimum 4 hours (\$128) |
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“Off Day” denotes any day of the week on which a particular groom is ‘off’. If a Livery Owner requests the services of that particular groom on their designated ‘off day’ then the corresponding rates of overtime will apply.

GENERAL TERMS AND CONDITIONS

1. GENERAL GUIDELINES

- a) The Head of the Riding Academy, or any person nominated to act as his/her appointed representative, has sole discretion to make decisions in relation to the implementation of the Agreement. Any reference in this Agreement to requests for approval will be understood to mean that approval will be given by the Head of the Riding Academy or his/her appointed representative.
- b) The Club's Premises shall have the same definition as that in the Singapore Polo Club's Constitution and Bye-Laws which are hereby incorporated into this Agreement.
- c) The Livery Owner warrants that he/she is, and shall continue to be a current and fully paid-up member of the Club holding a Charter membership during the term of this Agreement.
- d) It is expected of the Livery Owner to conduct themselves in a courteous and gracious manner with all staff and fellow members. It is expected that they shall honour the good name and reputation of the Club inside and outside the Club premises.
- e) The Livery Owner agrees to abide by the Club's Constitution and Bye-Laws, as well as the Club's Riding Academy's Rules & Regulations at all times. It shall be the sole responsibility of the Livery Owner to keep up-to-date and aware of any updates or changes in the Bye-Laws and Rules and Regulations.
- f) The Livery Owner agrees that Club members are prohibited from providing riding lessons to the Livery Owner (even if there is no fee or reward transacted under Bye-Law Clause D.5 (d.) referred herein). Only the Club's Instructors or Club-approved Freelance Instructors who have signed the Freelance Instructor Agreement are allowed to provide riding instruction on the Club's leased and managed premises and to Club stabled horses or ponies.
- g) For safety reasons, an exception is made for Junior Riders fourteen (14) years old and below who are required to ride with the supervision of the Livery Owner or their appointed Guardian at all times. A Guardian is considered to be any adult or person that the Junior Rider's parents or legal Guardian have authorised to act in said capacity.

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The Livery Owner or Guardian must not enter the arena when the Junior is riding, but may, if they wish, position themselves at the seating area outside the arena. Should Livery Owner feel for safety reasons that they need to be in the arena on foot while the Junior is riding, Livery Owner may write in formally to the Head of the Riding Academy to seek prior approval.

- h) Where the Junior Rider wishes to improve their jumping outside of Riding Academy lesson times, the Livery Owner is required to seek approval from the Riding Academy on a monthly basis. For safety purpose, only pole work or single jump fence up to 60cm are allowed for any riding that the Junior Rider undertakes, Junior Rider are required to ride strictly in the Club's top school or covered arena under the supervision of the Livery Owner or the Guardian at all times. This applies any day of the week including Mondays. Junior Riders must be supervised by the Livery Owner or appointed Guardian at all times while crossing roads or in the vicinity of cars and/or vehicles.
- i) The Livery Owner must ensure that any instructor providing coaching or direction must be employed by the Club or is a Club-approved Freelance Instructor who has signed the Club's Freelance Instructor Agreement.
- j) Where the Livery Owner enters into this Agreement on behalf of a Junior Rider who is aged below twenty-one (21) the Livery Owner warrants that he/she is the parent or legal guardian of the Junior Rider and shall ensure that the Junior Rider shall abide by the terms and conditions of this Agreement.
- k) If any inconsistencies or conflicts arise between the separate documents forming this Agreement, to the extent of inconsistency or conflict, the following order of precedence shall apply: (i) the Club's Constitution, (ii) The Club's Bye-Laws, (iii) the Club's Riding Academy Rules & Regulations; notices and (iv) any written agreement between the Parties duly signed and executed.
- l) The Parties acknowledge and agree (i) that this Agreement is a commercial agreement and shall be construed in accordance with normal commercial principles; (ii) that the provisions herein shall not be construed against the Party which drafted or prepared the provisions; and (iii) not to challenge any of the provisions of this Agreement on grounds of reasonableness or the lack thereof.

2. ALLOCATION & REALLOCATION OF STABLES

- a) The refundable deposit ("**Security Deposit**") is shown in Annex 1. This deposit, less any debts owed and/or sums reasonably incurred by the Club to reinstate and/or rectify damage to the Club's premises caused by the Combination (that is, the combination of the Horse and Party and/or Rider) in accordance with Clause 2(d) below, shall be returned after the termination of this Agreement.
- b) The Club shall allocate the stable for the Horse and may from time to time relocate the stable and require any horse to be moved to a different stable with prior notice to the Livery Owner. No Livery Owner may move the Horse to a different stable without the Club's approval in writing.
- c) The Livery Owner agrees that where the stable has been relocated pursuant to Clause 2(b) above, the Club shall endeavour to give the Livery Owner 48 hours to relocate to its new stable. The Livery Owner agrees that the Club and its employees are authorized to move the Horse to its new stable under this clause.

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- d) Upon termination of this Agreement, the Livery Owner shall be given five (5) days to reinstate and/or rectify any damages to the Club's Premises caused by the Combination, failing which the Club reserves the right to take all necessary action to reinstate and/or rectify any damages to the Club's Premises caused by the Combination and recover such costs from the Livery Owner, including (at the Club's sole discretion and option) deducting any part of the costs incurred from the Security Deposit.

3. ARRIVAL OF THE HORSE

- a) The Livery Owner agrees that, notwithstanding any other clause in this Agreement, the Livery Owner must obtain the Head of Riding Academy written approval before the Horse is eligible to move into the stable at the Club.
- b) The Livery Owner agrees that he/she shall be present at the Club on the day of the Horse's arrival ("Arrival Date") to settle the Horse in. Where the Livery Owner is unable to be present to settle the Horse in, the Livery Owner shall, prior to the Arrival Date, nominate another member of the Club to settle the Horse in on the Livery Owner's behalf. The Livery Owner shall notify the Club of such nomination in writing 48 hours prior to the Arrival Date, and accepts all risk and liability in circumstances when they are not present themselves.

4. MONTHLY FEES, NON-SCHOOL LESSON SURCHARGE, APPLICABLE ARENA FEES AND MEDICAL SURCHARGE

- a) Monthly Fees for Full and Subsidised Livery can be found on Annex 1.
- b) The Livery Owner is entitled to be charged the Subsidised Livery fee if they and the Horse compete in one Singapore Polo Club, or Interclub, competition (Dressage and/or Showjumping) every 6 months.
- c) While competition participation is a livery requirement, subject to the availability of empty stables, new Livery Owners who do not wish to actively compete in Dressage or Showjumping competitions may seek to stable the Horse with the Club, and if approved, he/she shall be charged the Full Livery Fee.
- d) All Livery Owners are required to take at least one (1) lesson (private, semi-private or group) per week with a Club Instructor. In the alternative, a Livery Owner will be allowed to take four (4) lessons with a Club Instructor in a calendar month. Any schooling of the Horse by a Club Instructor can be counted towards the requirement of one (1) lesson per week or four (4) lessons per calendar month.
- e) Should a Livery Owner not comply with the above requirements, a surcharge of \$200 per calendar month shall be billed to the Livery Owner's Club account.
- f) Where the Livery Owner takes Freelance Lessons (which must be in accordance with the Club's Contract of Services for Freelance Riding Instructors) and Arena fees (as per Annex 2) are incurred which exceed the amount of \$200, the lesson surcharge will be waived for that calendar month. If arena fees incurred by the Livery Owner are less than \$200 then the Livery Owner will be required to pay both the lesson surcharge in addition to any Arena Fees incurred. Arena fees will be capped at a maximum amount of \$300 per calendar month.
- g) The above lesson requirements and surcharge will not apply if the Livery Owner is paying Full Livery Fees.

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- h) For those Livery Owners who pay full Livery Fees who wish to apply for Subsidized Livery Fee status, a development plan is required to be submitted to Riding Academy in accordance with the terms and conditions for Livery Application. The development plan shall show the proposed progression of the Horse and rider over the course of two years after the arrival of the Horse. The Livery Owner will be entitled to Subsidized Livery Fees once that development plan has been approved and implemented. In the event that the development plan submitted by the Livery Owner for progression of their riding is not implemented/followed, or is halted for a period of more than six (6) months, the said Livery Owner shall be notified in writing by the Head of Riding Academy that he or she shall be charged the Full Livery Fee, in place of the Subsidized Livery Fee. Full Livery Fee shall apply until the Head of the Riding Academy is satisfied, upon written application by the Livery Owner, that the Development Plan has either been followed or reinstated. Notwithstanding this, the Head of the Riding Academy may at his/her sole discretion allow the Livery Owner to continue to pay the Subsidized Livery Fee and waive the Full Livery Fee requirement during the non-development period for a duration not more than three (3) months. Any such application by the Livery Owner will be accompanied by a written request with supporting evidence/information.
- i) Upon the provision of a Veterinarian's report (not dated more than 7 days earlier), which must be submitted to the Riding Academy Management and approved, duty grooms will assist to administer the duties mentioned under medical attention (please refer to Clause 5(i)) for the Horse at no charge to the Livery Owner for a period of one (1) calendar month for each and every specified medical condition. The medical attention provided will be in accordance with the definition included in this Agreement.
- j) One calendar month of free medical attention will be provided per medical condition. Whether a medical condition is related or not will be determined at the Club with the support of a supplementary medical report provided by the Livery Owners appointed Club's approved Veterinarian.
- k) Should a medical condition require medical attention for a period exceeding one (1) calendar month, this attention will be limited to Poulticing/Ice Boots and/or Hand Walking, and will be charged to the Livery Owner in accordance with the prices set out in Annex 2.
- l) Medical attention shall also include two sessions of twenty (20) minutes of hand walking per day during stipulated working hours, if recommended in writing by the Veterinarian, which will be provided by the Club in lieu of front paddock turnout and walker services usually provided under the standard Livery Agreement.

5. LIVERY SERVICES

- a) All requests in relation to the provision of Livery Services, and any variation of those services, are to be made to the authorised Duty Supervisor. Only the authorised Duty Supervisor is able to agree to such requests.
- b) The following Livery Services will be provided by the Club as standard:
 - i. One (1) stable with fan
 - ii. Seven (7) days a week of mucking out service
 - iii. Seven (7) days a week of feeding, haying and watering service

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- iv. Six (6) days a week of grooming service (no service on Mondays/Public Holidays). Grooming service is defined as the removal of dust/ dirt/ sweat/ stable stains from the body of the Horse by grooming/washing including the mane and tail as well as picking out of hooves in preparation for exercise and after turn out.
 - v. Six (6) days a week of tacking up service (no service on Mondays/Public Holidays). This service includes the tacking prior to and untacking of the Horse after riding. In circumstances where the Livery Owner chooses to tack and untack the Horse themselves, they will be entitled to twenty (20) minutes hand walking by a Club groom on the same day within the stable yard. Where tacking and untacking are required on Mondays and Public Holiday, please refer to Annex 3 for applicable charges. Manpower allows for up to two Livery Owners to request this service on a given Monday or Public Holiday and requests shall be accepted on a first come, first serve basis. Forty-eight (48) hour notice is to be given to the authorised Duty Supervisor.
 - vi. Seven (7) days a week of paddock turn out and/or twenty (20) minute walker:
 - Mondays and Public Holidays - one service of either front paddock turnout or twenty (20) minute walker
 - Tuesdays to Sundays with lesson – paddock turnout or twenty (20) minute walker
 - Tuesdays to Sundays with no lesson – paddock turnout and twenty (20) minute walker
This service is subject walker space availability, weather conditions, availability of manpower and availability of paddock space near the livery stables. Paddocks for separate hire on a monthly basis are not included in this service. In the event of bad weather which prevents paddock turnout or use of horse walker, every effort will be made to hand walk the Horse for twenty (20) minutes within the stable yard.
 - vii. Up to a maximum of four (4) bags of quality shavings per week for bedding
 - viii. Two (2) rubber mats per stable
 - ix. One (1) Icing/poulticing, post lesson.
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- c) The Livery Services shall be provided within the Club's employees' working hours of 6:45am – 10:35am and 3:45pm – 7:15pm from Tuesdays to Sundays, excluding Mondays and Public Holidays (the stipulated working hours).
 - d) The earliest time the Horse can be requested to be tacked up for lesson/riding is 7:00am and 4:00pm.
 - e) Any horses returning to the stable after 10:10am and 6:30pm must be untacked and washed down by the Livery Owner/Rider.
 - f) Where a Livery Owner tacks/untacks the Horse, a request can be made to swap that service for an additional hand walk for the same day (subject to availability of resources). Such request is to be made to the authorised Duty Supervisor.
 - g) Paddock Services cannot begin before 7:00am and must end by 6:00pm and are available **weather permitting**. There are no private paddock services provided on Mondays/Public Holidays. Livery Owner or their appointed Freelance Instructors must at all times check the notice board for Paddock availability before putting the Horse in any paddock.

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- h) The Club shall not be held responsible by the Livery Owner or anyone that they have authorised to attend to the Horse. For any loss of shoes or injuries, including but not limited to fungus or skin conditions, that arise when a Livery Owner makes use of arenas and/or paddocks (wet or dry) to turnout the Horse for the duration used or at any time used, whether during or outside of Club working hours (please refer to Clause 5(c) of this Agreement for details of stipulated working hours). The livery owner shall take sole and full responsibility for the Horse and any subsequent loss, sickness, injury, damage or death to the Horse, Club property and premises or any third-party loss.
- i) The following services (including but not limited to) will be provided, as part of the Livery Service, in circumstances where the Horse requires medical attention administered by grooms or Duty Supervisor:
 - i. Administration of oral medication
 - ii. Administration of eyedrops
 - iii. One (1) poulticing/icing per day (up to four (4) legs)
 - iv. Changing of wound dressings
 - v. Application of cream and/or ointment as required for wound treatment

Any medical attention not listed above will be subject to a medical surcharge and/or additional charges in accordance with the prices set out in Annex 2.

- j) Any additional requests for services outside the Livery Services must **ONLY** be requested through the Riding Academy who shall confirm whether this will be provided. Such services shall be provided subject to the availability of the Club's resources.
- k) Extra services shall be billed as per Annex 2, in this Agreement
- l) For avoidance of doubt, the following Livery Services shall be carried out on Mondays and Public Holidays:
 - i. Mucking Out;
 - ii. Feeding, haying and watering;
 - iii. Front Paddock turn-out or walking in the automated walker
- m) The Livery Owner agrees to provide the Horse's weekly schedule to the authorised Duty Supervisor (with the exception of lessons provided by Club Instructors, which will be coordinated through the Riding Academy Office,) three (3) days in advance to allow for this schedule to be posted on the livery notice board. The Livery Owner agrees that he/she shall not post the Horse's schedule outside the Horse's stable.
- n) The Livery Owner acknowledges and agrees that the allocation of syces is at the Club's discretion and the Club reserves the right to change the allocation of the syces as and when is necessary.
- o) Subject to the availability from the Club's suppliers, the Club will provide the following Feed Menu as part of the Livery Services:

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| Hay (Maximum Kg as below per day) | Hard Feed (Maximum eight (8) kg in total per day) |
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| <ul style="list-style-type: none"> • Maximum eleven (11) kg of Ryegrass Haylage or Bermuda Hay (at the option of the Livery Owner) • Maximum two (2) kg Lucerne Hay <p>(Any consumption quantity over and above will be billable for Livery Owner's account, in addition to a 10% wastage fee per kg)</p> | <ul style="list-style-type: none"> • Redmills 10% / 14% • Hygain Ice • Hygain Release • Speedi Beet • Wheaten Chaff • Electrolytes <p>(Any consumption quantity over and above will be billable for Livery Owner's account, in addition to a 10% wastage fee per kg)</p> |

- p) The Club reserves the right to change brands and/or suppliers of the feed listed in the Feed Menu.
- q) The Livery Owner understands and agrees that there shall be no reduction in the Livery Service Fees even if the Livery Owner chooses not to utilize any or all of the feed listed in the Feed Menu.
- r) The Livery Owner has the option to vary the Horse's Feed schedule should they wish. In that event, any feed required over and above the provision set out in the Feed Menu will be chargeable to the Livery Owner. In the event that the Livery Owner wishes to make any changes to the feeding arrangement of the Horse, the Livery Owner must notify the authorised Duty Supervisor to discuss and agree such changes.
- s) The Club shall provide feed to the Horse at Club defined feed times.
- t) Storage of food items shall be at the Club's sole discretion.
- u) The Livery Owner agrees that feed items shall not be stored outside the Horse's stable
- v) Night time feeding is not permitted on the Club's Premises unless required for medical reasons. Where night-time feeding is required, a written note by a Club approved Veterinarian must be submitted to the Riding Academy.
- w) Livery Owner shall be allowed to have visiting hours for the Horse from 5:30am to 8:00pm only.
- x) The Livery Owner is not permitted to send personal messages to syces/grooms. For any matters concerning livery services and services provided by grooms and/or syces, the Livery Owner is required to contact the authorised Duty Supervisor directly.
- y) The Livery Owner is not allowed to feed the Horse on their own unless the feed has been pre-approved by the Club.

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6. ADDITIONAL SERVICES

- a) The Livery Owner acknowledges and agrees that the Livery Service Fee does not include the cost of farrier services and that any and all cost of farrier services shall be borne by the Livery Owner.
- b) The Livery Owner agrees that he/she shall only use Veterinarians that are on the Club's Approved Veterinarian List. The Livery Owner acknowledges and agrees that the use of any Veterinarian not authorized by the AVA to practice in Singapore is strictly prohibited.
- c) The Livery Owner shall only administer medication or medicine to the Horse that have been recommended and/or prescribed by the Club-approved Veterinarian.
- d) The Livery Owner agrees that the Horse shall follow the Club's schedule for vaccinations and deworming and agrees to adhere to the vaccinations and deworming scheduled by the Club. The Livery Owner further agrees that where the Horse must be re-vaccinated to align with the Club's vaccination and deworming schedule, the cost of such additional vaccination and deworming shall be borne by the Livery Owner.
- e) The Livery Owner agrees that in the event that the Club in its absolute discretion, deems that the Horse to be in urgent need of veterinary or farrier attention, the Club is authorized to summon a veterinarian or farrier and the Livery Owner is deemed to have authorized any and all treatment. The Livery Owner also agrees to bear the full cost of same. The Club agrees to use all reasonable endeavours to contact the Livery Owner before any treatment is carried out.
- f) The Club may assist the Livery Owner/Junior Rider to lead the Horse one way or both ways to/from the Main Yard and this service will be provided in the following circumstances:
 1. For Junior Riders:
 - i. The Junior Rider has a newly arrived horse that needs to settle down or until the Rider is confident enough to handle the Horse. The service may only be offered for the first six (6) months. The service may be a one way or two-way lead.
 2. For Livery Owners:
 - i. Lessons are only with the Club's Instructors and the Livery Owner is also leasing a school horse or owns a second livery horse.
 - ii. Subject to sub-paragraph (vi) below, the Livery Owner has back-to-back lessons and he/she has made a genuine effort to check for availability and suitability slots for interval lessons but the latter were unavailable.
 - iii. If the Rider has back-to-back lessons, and in the event that there are events or unforeseen circumstances such that manpower is not sufficient, the Livery Owner must take the Horse themselves.
 - iv. In the event that the Club's manpower is not sufficient, the Club shall inform the Rider in advance that the service will not be provided.
 - v. This service will be provided for the Livery Owner regardless of whether they are taking a group, semi-private or private lesson as long as the lessons are back-to-back.
 - vi. This service offered is only a one way leading e.g. if the Horse is led before the lesson, the Livery Owner has to bring back the Horse to its stable and vice versa.
 - vii. The Club and Riding Academy has the right to cease to provide this service without assigning any reason.

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7. ABSENCES

- a) The Livery Owner agrees that prior to being away for any length of time the Livery Owner shall:
 1. Inform the Club in writing no later than seven (7) days in advance.
 2. Provide the Club with an exercise schedule for the Horse that has been approved by the Head of Riding Academy;
 3. Provide the Club with an authorization form indicating the person(s) and Veterinarian to be responsible for the Horse's exercise schedule, including the contact details of said person(s) and Veterinarian.
- b) The Club reserves the right to exercise the Horse in the Livery Owner's absence if the Livery Owner has not made the appropriate arrangements for the Horse or if the person(s) they have authorized to exercise the Horse is deemed by the Club's Head of Riding Academy to be unsuitable. The Livery Owner agrees that any and all costs for the exercise of the Horse during the Livery Owner's absence shall be borne by the Livery Owner.

8. RIDING

- a) The Livery Owner agrees that they shall only take lessons on the Club's Premises including any other properties leased or managed by the Club (defined in this context as "Singapore Polo Club property").
- b) The Livery Owner agrees that where the Horse is ridden outside of _____ Club property, the Club shall not be liable for any loss, theft, damage, sickness, disease, injury or death suffered by the Horse.
- c) The Livery Owner understands and agrees to abide by the Club's Freelance Instructors' Agreement and the Policy for Visiting Clinicians and agrees to ensure that these lessons do not interfere with the Riding Academy lessons. As per Clinician Policy, each invitation needs to comprise at least two (2) Livery Owners to take lessons per Visiting Clinician.
- d) The Livery Owner agrees not to ride the Horse in a dangerous and reckless manner.
- e) The Livery Owner acknowledges and agrees that the Livery Lesson Fees apply only to the Livery Owner and his/her immediate family members (spouse and children below 21 years of age) registered under the same Club membership when riding the Horse named in this Agreement
 - i. Where other Singapore Polo Club members take lesson with Club Instructors on the Livery Horse, Ad Hoc Riding Academy fees shall apply to these other Singapore Polo Club members.
 - ii. The Livery Owner agrees that he/she shall be responsible for ensuring that any person riding the Horse is a member of the Singapore Polo Club whose membership permits riding or is a Guest Rider of the Livery Owner as stipulated in the Club's Constitution and Bye-Laws.
 - iii. The Livery Owner agrees that his/her Guest Rider (those riders that are not members of the Club) shall only ride the Horse under the Livery Owner's supervision.

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- iv. In the event that the Livery Owner has a Guest, the Livery Owner shall notify the Riding Academy three (3) days in advance prior to the arrival of the Guest. An indemnity form must be filled up on the day itself at the Riding Academy office prior to mounting on the Horse, signed by the Guest, submitted to and approved by the Riding Academy prior to riding, failing which no permission whatsoever is granted for the Guest to ride the Horse and the Riding Academy has the right to ask them to stop.
- f) The Livery Owner and his/her family members are permitted to train with and have the Horse schooled by Club approved Freelance Instructors on a regular basis subject to the Livery Owner agreeing to and ensuring that the terms and conditions of the Club's Freelance Instructor Agreement are met and fulfilled. A copy of the Freelance Instructor Agreement is available at Club's Riding Academy Office for the Livery Owner's perusal and the Livery Owner is deemed to have read and agreed to the terms of the Freelance Instructor Agreement (and any amendments made thereto at the material time) for every training session with and schooling of the Horse by the said Freelance Instructors.
- g) The National Equestrian Park Arena may be available for use at any time (exception to Clause 1(h), subject to conditions that may be stipulated by the Club from time to time. The Livery Owner shall be responsible for keeping up to date with the latest conditions of use of Club facilities. Livery Owners shall be responsible for picking up their horse's manure when riding in any Club owned or managed arenas.
- h) The Riding for the Disabled (RDA) Arena may be available for instructor-led lessons from 7:00am to 7:45am and 5:30pm to 7:00pm from Mondays to Saturdays and on Sundays 7:00am to 10:00am and 4:00pm to 7:00pm, subject to conditions that may be stipulated by the Club from time to time. RDA may change their availability timings for Club use from time to time. Arena fees shall apply and payable for any Freelance lessons taking place in RDA arena during above stated hours. Self-rides, pole work, jumping or lunging are strictly prohibited in the RDA Arena.

9. TEMPORARY ARRANGEMENT IN EXTREME CIRCUMSTANCES WHERE LIVERY OWNERS ARE INCAPITATED FOR THE PURPOSE OF RIDING

- a) In extreme cases that cause the Livery Owner to be unable to use and exercise the Horse, they are required to apply for approval for another Charter or Regular member to be eligible to continue the Horse's development and exercise plan. Such requests are to be submitted with supporting evidence and can include (but not limited to): loss of employment, serious illness, pregnancy, and any other event that may be deemed a valid reason. Approval shall be subject to whatever terms and restrictions, including applicable Livery Fee during this temporary arrangement, as is deemed fit. Where the Livery Owner is dissatisfied with the decision they may appeal to the Committee, whose decision shall be final with no avenue for further appeal whatsoever.
- b) The Livery Owner is responsible for ensuring that any private arrangement of the Horse under this clause adheres to Club's Constitution, Bye-Laws and Rules & Regulations.

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10. GRIEVANCE PROCEDURE

- a) The Livery Owner acknowledges and agrees that the most appropriate and efficient way to communicate any concerns and issues with the Club's employees or facilities is to make a report in writing, submitted by email to the Club's Head of Riding Academy. If issues are unresolved, the Livery Owner may address matters to the Club's Honorary Secretary.
- b) The Livery Owner agrees not to do or say anything that may bring the Club into disrepute nor post any negative matter on any social media platforms. The Livery Owner acknowledges that a breach of this clause shall, without prejudice to the Club's other rights, result in disciplinary action under Rule 23 of the Club's Constitution and may also result in the termination of the Agreement.
- c) The Livery Owner acknowledges and agrees that he/she does not have the right to reprimand any of the Club's employees.
- d) The Livery Owner acknowledges that tipping of the Club's employees whether in cash or in kind is strictly prohibited.
- e) The Livery Owners are, in no circumstances, permitted to give the Club's employees informal instruction beyond contracted services with regard to services concerning horses owned or leased or ridden by the Livery Owner.
- f) Employees of the Club have no power whatsoever to deviate from the Club's Constitution, Bye-Laws, and Standard Procedure Instructions. Livery Owners must, in no circumstances, request them to do so.
- g) The Club reserves the right to take disciplinary action under Rule 23 of the Club's Constitution against anyone who fails to adhere to the above.

11. HORSE MOVEMENT AND TRAVELLING

- a) The Livery Owner agrees and hereby authorizes the Club and its employees to handle and move the Horse as and when reasonably required. For the avoidance of doubt, this includes movement and travelling both within the Club premises and outside the Club premises.
- b) The Livery Owner agrees to fully indemnify the Club against any and all loss, damage and/or but not limited to injury suffered by the Club (including its employees) or any claims by a third party for loss, damage and injury suffered, as a result of the movement and travelling of the Horse, provided that the loss, damage and injury were not caused by the negligence and unauthorized handling of the Horse by the Club and its employees.
- c) Where the Horse travels out of the Club's Premises for whatever reason, the Club shall endeavour to provide the Livery Owner reasonable assistance. The Livery Owner agrees that the Club shall not be liable for any loss, injury or damage to the Horse or the Livery Owner's property, howsoever caused.
- d) The Horse Passport shall remain in the possession of the Club at all times.

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12. HORSE WELFARE

- a) The Livery Owner agrees that he/she is fully responsible for the reasonable and proper care of the Horse. This includes covering all costs and expenses of the Horse and ensuring the Horse obtains adequate amounts of exercise.
- b) Where, in the Club's reasonable opinion, the Livery Owner is failing to take reasonable and proper care of the Horse, the Club is hereby authorized by the Livery Owner to take all reasonable and adequate steps to ensure that the Horse's welfare is not compromised. The Livery Owner acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- c) The Livery Owner agrees that he/she is fully responsible for the proper riding, training, and exercising of the Horse.
- d) Where, in the Club's reasonable opinion, the Livery Owner is failing to ensure that the Horse is provided with the proper riding, training and/or exercise, the Club is hereby authorized by the Livery Owner to take all reasonable and adequate steps to ensure that the Horse receives the proper riding, training and exercise. The Livery Owner acknowledges and agrees that he/she shall be fully responsible for any and all costs incurred.
- e) The Livery Owner is required to inform the authorised Duty Supervisor of any Veterinarian appointments that have been arranged and any treatment that is provided. Notice is to be given as early as possible. Where the Club is not notified of appointments and/or treatment the Club will not be held liable or responsible for any resulting loss, injury or damage. Where additional services or care are required due to failure to inform the authorised Duty Supervisor, the Livery Owner will be required to pay for that service.
- f) If the Horse is under veterinary care, services and charges as detailed in Annex 2 for medical attention will be applied, including but not limited to the Medical Attention Surcharge.

13. INSURANCE

- a) The Livery Owner acknowledges that the Club has a public liability policy, but that this policy does not extend to the Livery Owner or the Horse. In those circumstances, the Club strongly recommends and advises that all Livery Owners hold valid public liability insurance. The Club also recommends for Livery Owners themselves, personal accident insurance that covers all equestrian activities.
- b) The Livery Owner acknowledges that the Club does not carry any insurance for the Horse. The Livery Owner agrees that it is the Livery Owner's responsibility for insuring the Horse.

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14. RISK OF LOSS

- a) During the term of this Agreement, the Livery Owner agrees that the Club shall not be liable for any sickness, disease, theft, damage, injury or death which may be suffered by the Horse.
- b) The Livery Owner further agrees that the Club shall not be liable for any escape or straying of the Horse and that the Club shall not be liable for any damage, injury, loss or death caused by the escape or straying of the Horse.
- c) The Livery Owner agrees to fully indemnify the Club against any and all claims arising from loss, damage, injury, or death caused by the Horse to any third party or property, including claims for damages, costs, loss and expense (including legal fees).

15. TERM OF AGREEMENT

This Agreement shall be on auto renewal unless:

- a) The member terminates the agreement giving three (3) months written notice in lieu to the General Manager prior to the last day of the said agreement;
- b) The Club terminates the livery agreement giving one (1) month notice without the need to assign any reason whatsoever.

16. TERMINATION

- a) As per the term stable agreement, the term of the lease which is for a period of one (1) year, the holder must give written notice 3 (three) months in advance to request for termination of their stable prior to the lease period expiring.
- b) The Club shall refund the security deposit. This is also contingent upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month livery charges. The security deposit shall be refunded within two (2) calendar months.
- c) In the case of early removal of the Horse, empty livery charges shall be applicable in respect of the balance days of the three (3) month notice that are unutilised. The Club shall refund the security deposit upon ascertaining no damages have been sustained in the occupied stable unit and the receipt of the final full month Livery charge. The security deposit shall be refunded within two (2) calendar months.

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17. DISPUTE RESOLUTION

The Agreement, and any and all documents which make up the Agreement, will be governed by and construed in accordance with the Laws of Singapore. In the event of a dispute between the Club and the Livery Owner concerned, either party may refer the matter to mediation before the Singapore Mediation Centre (SMC), and failing successful mediation or in the event that either party is genuinely of the view that the matter should not be mediated, the parties shall proceed to arbitration before a single arbitrator under the rules of arbitration of the Singapore International Arbitration Centre (SIAC) for the time being in force. The Arbitrator shall be appointed by mutual consent, failing which the Chairman of SIAC shall be requested to make the appointment on behalf of the parties. The award of the arbitrator shall be final and conclusive as between the parties.

18. ASSUMPTION OF RISK

The Livery Owner acknowledges that there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of horses to behave in unpredictable ways that may result in injury, harm and death to persons on or around them, the propensity of horses to behave in unpredictable ways that may result in damage to property, the limited availability of emergency medical care and the potential for the Livery Owner and/or the Junior Rider and/or Guest Rider to sustain injury, harm or death as such result of the negligence of other persons involved in equine activities.