

T. Smith Limited
The Old Police House
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tom@tomsmithfarrier.co.uk

CONTRACT/TERMS OF ENGAGEMENT FOR FARRIERY SERVICES

This is a contract between T. Smith Ltd (T. Smith Farriers) and the named person below. Please fill out all the details below and sign the terms and conditions.

Personal Details

Name: Mr/Mrs/Miss/Ms _____

Home Address: _____

Post Code: _____

Yard Address (if different to above): _____

Post Code: _____

Telephone Number: _____

Email Address: _____

Definitions

In these terms of engagement the following definitions apply:

- “Horse”
This description includes Horse, pony, mule, donkey or any other equine animal.
- “Client/Customer/You/Your”
Means the owner, representative of the owner or carer for the horse(s) that T. Smith limited is to provide farriery services for.
- “Farrier services/Farriery/Shoeing”
Means any work undertaken on the hoof of a horse in preparation for a shoe. In these terms it can also mean trimming.
- “Yard”
The location at which the horse is stabled. This may include (but not limited to) livery yards, private stables, commercial premises or home address.

- “We/Us”
T. Smith Limited, also trading as T. Smith Farriers. This includes all employees of T. Smith Limited for the purpose of farriery.
- Working days
Monday to Friday, excluding any bank holidays.

The Contract

This contract constitutes the terms of engagement between T. Smith Limited and You. If you are not the owner but the representative of the owner, or the carer of the horse it is presumed that you have full consent to discuss and make decisions regarding the horse. T. Smith Limited will not be held accountable for a lack of communication or misunderstanding between you and the owner should this be the case.

- T. Smith Limited is employed by you for the purpose of farriery and/or trimming. Specific requirements of each horse can be agreed verbally; if no information is given, T. Smith Limited will make decisions on the requirements of the horse based on the horse presented and any previous knowledge available.
- T. Smith Limited is bound by the Farriers Registration Act 1975 (and amendments).
- T. Smith Limited shall be insured, including public liability, employers liability and damage to horses
- You shall pay T. Smith Limited for their services, prices can be made available before work commences. Payment will be made within 14 days of receipt of invoice. Should a month pass T. Smith Limited can charge an interest on outstanding invoices.

Obligations of T. Smith Limited

- We will provide a professional and reliable farriery service.
- We will endeavour to be present at times agreed, should this not be possible we will try our very best to inform you and provide a revised estimated time of arrival. (Please note that due to our working in rural locations our ability to do so may be limited by mobile phone signal).
- We will take reasonable steps to safeguard the health and safety of you, your horse and ourselves. Please note that we regularly have hot materials, sharp tools, electrical cables and grinders in and around our vans. Children, dependants and animals not under our care can not be supervised by us.
- Part of safeguarding our own health and safety unfortunately occasionally requires us to refuse to either start or continue to finish working on a horse. If this is the case we will discuss any solutions to the issues causing this with you, including veterinary assistance. If the behaviour of the horse is considered to be dangerous we will charge for the whole job we were engaged to undertake.
- We will comply with the farriers code to professional conduct.
- We will remove old shoes from the yard. We will endeavour to ensure no old shoes or nails are left on the floor but advise that as a precaution all areas that have been worked in or around are well swept after farriery.
- We will happily consult with other horse professionals if requested to do so, this may include (but not be limited to) Veterinary Surgeons, Physios, Trainers, Nutritionalists, and other Riders.

Generally this is done for no fee, however, if it becomes very time consuming a fee may be charged. This will be discussed prior to the charge being made.

- We will endeavour to complete CPD (Continued Professional Development) to ensure our skills are up to date.
- We will ensure all contact details for T. Smith Limited are provided to you the customer. These can be found above, upon request from Tom Smith AWCF or his representatives or visiting www.tomsmithfarrier.co.uk. They will also be given on any invoices.
- We will endeavour to resolve issues swiftly and promptly. Lost shoes will normally be attended to within two working days (Monday to Friday), often quicker unless discussed with you before (e.g. if we are travelling out of our area to you). Lameness and other issues will be discussed and a suitable timeframe agreed with you. Please note that as a Farrier, T. Smith Limited will do their best to provide first aid treatment if required but we do not provide an emergency service comparable to that of a Veterinary Surgeon.
- Under the Veterinary Surgeons Act 1966 a farrier is not able to diagnose. We can offer advice and offer an opinion on a situation. You are advised to seek veterinary advice for all diagnoses.

Your Obligations to T. Smith Limited

- You will provide a safe, clean, dry and hard standing area on which to shoe. This should be safe for both the horse and us.
- You should ensure that the horse is used to being handled and is well prepared for the farrier. If appropriate a companion horse should be available to help settle your horse.
- You will endeavour to have your horse(s) clean and available at the agreed time of the appointment. If you are given a time slot between two times (for example 1.00 to 1.30) you should be ready and available at the earlier of these times.
- A safe tie up ring should be provided or a holder available.
- Provide where possible protection from the rain and inclement weather.
- A properly fitted, sound head collar/halter with a good rope.
- Competent assistance should be available should we require it.
- Inform us as soon as possible about any infectious diseases, so we can prevent the spread to other horses and ourselves.
- If you do need to cancel an appointment or move it, do this at least two working days prior to the appointment. There will be no charge if this is done. Less than two working days notice would incur half of the charge for the work we were engaged to undertake.
- Missed appointments will be charged for.
- Shoeing is sometimes a dangerous activity and you should understand that certain methods of restraint or control may be necessary to preserve life, maintain health and safety and prevent damage to property.

- If you are not present we will endeavour to handle your horse quietly and professionally. By leaving us in charge of the horse you are giving us permission to deal with it how we see fit.
- You agree to T. Smith limited capturing both video and still images whilst at your yard. These may be used for training, display on our website or in articles. They may also be used to protect us should there be any query or question about the actions undertaken, should the need arise.
- If a complaint about any aspect of the service arises, you agree in all instances to contact us first and discuss your concerns or complaints. We will endeavour to make any issues right as quickly as possible, we are unable to do this if you do not contact us first.
- Provide good notice of termination of this contract. This is usually considered to be one shoeing period.
- Second opinions are sometimes a good idea and if sought correctly they can be beneficial to the whole situation. If you would like a second opinion on any matter concerning us or our services you agree to inform us immediately. Either you or we can organise for the second opinion but we MUST be offered the chance to attend whilst it is being made. Reasonable time must be allowed for us to schedule this in. This also applies for veterinary and other professional visits regarding any aspect of our work or any other matter concerning us.
- You will not voice negative opinions of us or any other professional involved with us in the public domain. If you have ANY grievance you agree to approach Tom and discuss. In the unlikely event that you are dissatisfied with anything there is often a simple misunderstanding or some confusion causing it. It is better for all parties involved that a sensible and frank discussion is had to resolve the issues.
- You should feel free to give any feedback or ask any questions about the care of your horse. We are more than happy to explain why we are doing what we are doing, and whilst we do try to make sure all of our customers understand what we are doing you are completely free to ask any question. Also feedback on the performance of your horse etc is invaluable to us, we will presume that there is nothing untoward, and being informed of sometimes even the slightest thing can result in us being able to help you and your horse further.

I have read and understood the above terms of engagement and agree to meet all of the obligations made. I understand that if I have any concerns or questions I can ask a representative of T. Smith Limited and that by signing this I agree that all queries have been resolved satisfactorily.

Signed

Date/...../.....

Print Name