

GLENBRAE EQUESTRIAN CENTRE

Conditions of Agistment, 2009

Charges

Schedule of charges as at 1 January 2009 (all prices include GST).

Category	Monthly
Private paddock	240
Shared paddock	165
Shared paddock, two horses (one rider)	265
Tack box	25
Premixed feed and bagged hay at \$1.50 per feed	
Total monthly payment	

Horses agisted in shared or private paddocks are entitled to free use of facilities. Use of facilities means use of indoor and outdoor arenas, hot and cold wash bays, tie up areas in stables complex and cross country training area. Premixed feeds and **bagged and labelled** hay supplied by agisters will be fed out at \$1.50 per feed delivery. Requirements must be estimated and paid in advance in order that a regular monthly payment can occur.

The arenas are frequently booked for private functions and instruction and these bookings take priority. Agisters must not ride on arenas prepared for private functions. The cost of lights is not included. These are:

Indoor \$10 per hour (coin in slot system requires \$2 coins)

Outdoor \$5 per hour

Casual rates

Stable \$30 per night

Stables are available to agisters free of charge on a casual basis (before shows, recovering from injury etc) but must be left clean and empty otherwise the standard fees will be charged.

Horses will be rugged (waterproof rugs) and unrugged at a cost of \$1.50 per occasion. Horses will normally be unrugged at the same time as morning feeds if temperatures above 18°C are forecast. If rain is predicted rugs will be left on. Rugging will normally occur at the same time as the evening feed if rain or overnight temperatures below 10°C are predicted.

Agister Responsibility

Agisters are responsible for the health and general care of their horses. Staff will assist whenever possible but cannot provide a 24-hour service. Agisters are responsible for maintaining their paddocks and stables in a satisfactory and safe condition. Problems requiring the attention of the owners must be advised in writing. Horse droppings outside paddocks must be picked up. **Droppings inside paddocks must be either piled or bagged and water troughs cleaned** regularly. On departure, paddocks must be left clean. Failure to do this will result in a fee equivalent to a weeks agistment being charged. Horses must be wormed every two months and vaccinated against tetanus and strangles.

Payment of accounts

Agistment is to be paid monthly in advance, **on or before the first day of each month**. Invoices will not be issued unless requested. Our preferred method of payment is by direct bank transfer to Glenbrae

Equestrian Centre, Bendigo Bank, BSB 633000 Account 127994838. A month's notice is required if a horse is to be removed from Glenbrae otherwise a month's agistment must be paid in lieu. Glenbrae reserves the right to terminate this agreement at any time by giving an agister a month's notice without the need for any explanation. If an account is outstanding for two months Glenbrae reserves the right to sell any agisted horse at a public auction in order to raise funds for payment. One month's written notice of any intended auction must be sent to the agister at the address contained in this agistment agreement and notice must be given in the 'Horses' column of the Weekly Times. All proceeds of the sale, less costs associated with the auction and the outstanding agistment, are to be paid to the agister by a cheque posted to the address on this agreement. The agister may cause the auction to be cancelled at any time by payment of the overdue agistment and expenses associated with the auction or may bid at the auction.

Veterinary care

Should an agisted horse require urgent veterinary attention and the agister cannot be contacted or fails to attend when called, the agister authorizes Glenbrae to obtain such veterinary services as they deem necessary and agrees to pay any associated expenses. In the unlikely circumstance that it is necessary to put a horse down for humane reasons the agister authorizes that this be done.

Legal liability

All possible care is taken of horses agisted at Glenbrae. However, agistment is provided at Glenbrae on the understanding that neither the proprietors of Glenbrae nor anyone acting on their behalf accepts liability for any loss, damage, accident, injury or illness to horse, riders, owners, spectators or any other person or property.

The agister agrees to indemnify and keep indemnified and to hold harmless B and S. J. Hodgson, C. J. Le Bas de Plumetot, Jacques R. Pty Ltd and their servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the use of the property known as Glenbrae Equestrian Centre situated at 205 Victoria Road Wandin North for the period of agistment. The Glenbrae indemnity form must be signed and forms part of this agreement.

Insurance

Agisters are advised to obtain personal public liability insurance (frequently part of standard household contents insurance). If this is done they should present a certificate of insurance from their insurance company to Glenbrae naming B and S. J. Hodgson, C. J. Le Bas de Plumetot and Jacques R. Pty Ltd as interested parties.

Agisters are advised to obtain a personal accident cover to cover them for injuries incurred whilst riding. (The cover provided by membership of E. F. A., H. R. C. A. V or P. C. A. V. is adequate.) Glenbrae does not provide insurance cover for agisters and other users of Glenbrae. If agisters regard the property they have at Glenbrae including their horses to be valuable, the property must be insured.

Safety

Every effort must be made to avoid situations which have the potential to create accidents. Agisters are required to report any safety issues to the proprietors in writing immediately. Riders must wear ASA approved horse riding helmets whenever mounted. A saddle and bridle must be used whenever riding. Only one horse may be lead at a time. Dogs are strictly prohibited. Smoking is prohibited within any building and discouraged throughout the property. Horses must not be ridden in the stable block. When saddling or grooming horses in the stables the enclosures near the wash bay, stables or the tie up yards must be used and must be cleaned when vacated. Horses must be walked unless being ridden in an arena or the cross-country area. Lunging is not permitted in an arena whilst another horse is being ridden.

Name:
Address:
..... Post Code:

Phone Numbers: Home: Work:
Mobile:

Horse's Name: Breed:
Colour: Size: Gender:
Any Distinguishing Features (i.e. brands, markings scars etc)
.....

Any information re horse's medical history:
.....

Horse's Name: Breed:
Colour: Size: Gender:
Any Distinguishing Features (i.e. brands, markings scars etc)
.....

Any information re horse's medical history:
.....

Horse's Name: Breed:
Colour: Size: Gender:
Any Distinguishing Features (i.e. brands, markings scars etc)
.....

Any information re horse's medical history:
.....

In case of emergency:

Name of next of kin:
Address:
Telephone: Mobile:
Preferred farrier: Phone
Mobile
Preferred vet: Phone
Mobile

I have read the attached 'Conditions of Agistment' and agree to be bound by them.

Signed: Dated: / /



WAIVER, RIDING AGREEMENT AND EXCLUSION OF CERTAIN RIGHTS TO SUE

WARNING: Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the Centre named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the Centre.

Under section 32N of the Fair Trading Act 1999, the Centre is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Centre under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the Centre's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

ACKNOWLEDGMENTS

- 1 Horse riding involves a significant degree of physical exertion and physical risk and is undertaken for the purpose of recreation, enjoyment and leisure.
- 2 I engage in horse riding entirely at my own risk and accept that horse riding is a dangerous activity with many inherent risks.
- 3 I accept that I am responsible for my own actions and the actions of those people in my care and control.
- 4 A reference to 'the Centre' in this contract includes Glenbrae Equestrian Centre, the operating company Jacques R. Pty Ltd and the property owners B. and S. J. Hodgson and C. J. Le Bas de Plumetot.
- 5 The services provided by the Centre are 'recreational services' for the purposes of the *Fair Trading Act 1999 (Vic)* and *Trade Practices Act 1974 (Cwth)*.
- 6 The Centre does not make any warranty concerning the nature, habits and disposition of any horse supplied by it.
- 7 This riding agreement contract is valid from the date of signing until revoked.

TERMS AND CONDITIONS OF RIDING

I will waive my rights

- 8 I will not bring any claim, demand, action or suit against the Centre in relation to personal injury or death, and also any loss, injury or damage I sustain as a direct or indirect result of horse riding organised by the centre. This waiver applies irrespective of any liability, fault or negligence of the Centre.

I will indemnify the Centre

- 9 I will indemnify the Centre against any claim, demand, action or suit brought by third parties (including a child for whom I have responsibility) in relation to any personal injury or death, and also any loss, injury or damage which is a direct or indirect result of horse riding pursuant to this agreement. This indemnity applies irrespective of any liability, fault or negligence of the Centre.

I will ride safely

- 10 I will only ride the horse in a safe and controlled manner.
- 11 I will wear an Australian Standard Approved helmet and the correct footwear at all times.

I will read and follow instructions

- 12 I will read and follow all signs on the Centre's property and follow all the Centre's instructions.

I will accept and pay for assistance

- 13 I consent to being evacuated and to the provision of first aid and medical treatment if I am injured or become ill. I agree to pay for any such evacuation or provision of first aid or medical treatment.

The Centre may cancel my ride

- 14 The Centre may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.

I will disclose

- 15 Any pre-existing medical or other condition that may affect or risk other persons or myself.
(please circle) Asthma, Diabetes, Epilepsy / Fits, Fainting / Dizziness, Blackouts / Migraines, Disability, Heart / Blood Condition, Allergic Reactions, Pregnancy, Uneven Pupils, Recent Injuries, Medications,
Other.....

AGREEMENTS: By signing this agreement I understand that I and my dependants waive our rights to sue

The rider's agreement

I have read, understood and agree to the acknowledgements, terms and conditions.

Full Name:.....Age (Under 18):.....

Address:.....Riding Experience:.....

Signature:Date:.....

Ph:.....Mobile:.....Emergency Contact:.....

The parent or guardian's agreement

I am the rider's parent or guardian and I have read and understood the acknowledgements, terms and conditions. I agree to them. I agree for the rider to be bound by them.

Full Name:.....Signature:.....