



Yarra Brae Riding Centre

7 Yarra Brae Close, Wonga Park 3115
p: 03 9722 1682 – f: 03 9722 1682

www.yarrabrae.com.au
faye@yarrabrae.com.au

GREENBANKS AGISTMENT PTY LTD ACN 140 917 432 as trustee for the GREENBANKS Family Trust trading as Yarra Brae Riding Centre (Yarra Brae) set out the following terms and conditions:

YARRA BRAE AGISTER TERMS

Agistment Fees:

\$255.00 (inclusive of GST) per calendar month payable in advance. The first payment to be made on delivery of the horse to Yarra Brae and thereafter at monthly intervals.

An annual hay surcharge of not more than \$200 may be payable as per written notice. This fee is refundable pro-rata at the time of the horse leaving.

An overdue charge of \$27.50 (inclusive of GST) will be made if the account has not been paid by the 7th of the current month.

One month's notice must be given if horse is leaving. No horse is to be removed from Yarra Brae unless agistment fees are paid in full.

Non-payment of agistment and other fees for 30 days may result in Yarra Brae enforcing sale of your horse.

Farrier, Dentist, Drenching, Vacc.: Fees will be added to the account. You will be notified of the fee when booking in.

Immunisation: Strangles and tetanus immunisation is compulsory.

Paddock arrangements: In order to maintain your horse's condition and well being, Yarra Brae shall, at our discretion, change your horses paddock according to the feed and personality requirements.

Vet requirements:

Yarra Brae will notify you should your horse require a Vet. However, in the event of an emergency Yarra Brae reserves the right to call a Vet should Yarra Brae be unable to contact you. The charges will be added to your account.

Should Yarra Brae be unable to contact you and the vet deems it necessary for the horse to be put down, do you consent for this to be done?

Yes / No Please circle.

(Yarra Brae suggest when you are going away that Yarra Brae should be provided with a contact number).

By signing below, I/we acknowledge that I/we have read and agreed to the terms and conditions overleaf and wish to agist my/our horse/s at Yarra Brae.

Agisters Name:

Horses Name:

Horses Age:

Parent/Guardian:

Address:

.....

.....Postcode.....

Telephone No. 1(Contact)

2(Contact)

3(Contact)

Any information that we should be aware of:
.....
.....

Signed.....Dated/...../.....

YARRA BRAE AGISTERS CONDITIONS

1. Farriers

Our farriers come every Thursday. Your horse must be booked in by Sunday night for the following Thursday. Please write your horses name and required date on the blackboard in the agistors stables. You will need to yard your horse on Wednesday evenings or alternatively make arrangements for your horse to be brought up on Thursday morning. Yarra Brae will return your horse to its paddock and clean up the nails. For security reasons and because this is our home Yarra Brae wish to be informed should you choose to use another farrier.

2. Worming

Yarra Brae arranges compulsory worming by paste five times a year. You will be notified on which weekend this is to take place and will need to present your horse for worming on that weekend. If Yarra Brae has to catch your horse for worming, you will be charged an additional fee of \$22.00 (inclusive of GST).

3. Teeth

Teeth will be checked once a year. Again Yarra Brae will let you know the time and date.

4. Immunisation

All horses must be immunised for strangles and tetanus. Yarra Brae require a copy of a Vet certificate upon entry to the property or Yarra Brae can arrange to have your horse immunised.

5. Catching Fee

A catching fee of \$22.00 (GST inclusive) will be charged if Yarra Brae has to catch your horse for any service provided eg worming, shoeing, teeth, boosters etc.

6. Riding lessons

(i) You are welcome to employ your own instructor, but they must carry their own insurance policy of which Yarra Brae wish to see a copy. If you book a lesson with your instructor please fill in the time and date on the blackboard so that the other agistors do not double book.

(II) Please feel free to turn on the watering system if the arena is dusty.

(III) Please, no jumping in arena as it damages the arena surface. Cavetti work is acceptable.

7. Rugs

All horses should be rugged during winter time and if there is a problem Yarra Brae will ring you. It is advisable to have a spare rug if possible. It does help to prevent rugs coming off and being torn if you make sure all the clips and buckles are in good order (Hay hand repairs do not last long!). After Winter, rugs should be taken home.

8. Feed

You are welcome to bring your own feed. Please make sure it is kept in a 44 gallon drum (or similar) with a lid. No plastic rubbish bins please.

9. Hay

The hay in the shed is not available for self serve. On Pony Club days the horses will be fed early or after 4.30 p.m. Should you be leaving early for a show or going on holiday please let us know and Yarra Brae will give you some hay to take with you. Please do not take any hay without permission.

10. Phone

The phone is available for your use. Please sign one of the slips which are above the fridge in the agistors stables and give it to an employee of Yarra Brae.

11. Lost Property

There is a lost property box in the stables. It is cleared every six months so please check if you are missing anything!

12. Recycle Bags

There are 2 Recycle Bags hanging in the stables. Please use them for cans, bottles, plastic bags etc.

Yarra Brae do appreciate your keeping the stable area as tidy as possible.

13. Manure

Please pick up your horse's poo immediately! – there are two barrows in the yard.

14. Dogs

No dogs to be brought onto the property, please.

15. Yards

The yards are for use for shows (not Pony Club), shoeing, new horses, sick horses or extra feeding. If you leave your horse in a yard he must be fed (unless for founder reasons) with your feed. Expecting your horse to work the next day on an empty stomach is most unfair.

16. Safety procedures

We endeavor to make Yarra Brae as safe as it is possible. To achieve this Yarra Brae ask you to observe the following:

- (i) Horses in the tie up area must be secured at all times – i.e. no loose horses. Horses must be tied at a safe length (noses should be able to just touch the ground without any slack in the lead rope. Horses must be tied at least 4 meters apart whilst feeding.
- (ii) Helmets must be worn whilst riding.
- (iii) Appropriate footwear must be worn. No thongs or sandals.
- (iv) No riding in headstalls – use a bridle at all times.
- (v) No double dinking.
- (vi) All persons entering the property must obey all signs and directional information on the property.
- (vii) Children must be kept under the direct supervision of an adult or guardian at all times.
- (viii) Be aware of other riders and pedestrians. Please do not canter past a rider who is walking (they may be having a problem you do not know about). Please go quietly past pedestrians. Please remain at walk in any of the yard areas.
- (ix) Floating: Horses are not to be loaded or unloaded in the public car park (first car park). You may drive through the agistors yard and load/unload outside the hayshed **one vehicle at a time and all gates must be shut.**

17. Privacy

Agistment is a very public business so we would be grateful if you respect our privacy. If we are not in the yard after 5.30pm, we would appreciate if you do not disturb us in our home unless of course there is an emergency ie an injured horse or person, a horse stuck in the fence, broken water pipes etc!

18. Security

The front gate will at times be locked. Please ensure that you know the combination for when this occurs.

19. Agistment fees

You shall pay to Yarra Brae the monthly agistment fee of \$248.00 (inclusive of GST), in advance, the first of such payments to be made upon delivery of the horse to Yarra Brae and thereafter at monthly intervals (proportionately reduced for each part of a week).

You shall not be entitled to remove the horse from Yarra Brae until such time as the agistment fee and any other fees or monies payable by you to Yarra Brae have been paid in full.

20. Termination Of Agreement

- (i) Either party may terminate this agreement at any time after the initial term by giving 1 month's notice to the other party in writing.
- (ii) Yarra Brae may terminate this agreement immediately if you:
 - breach this agreement; and
 - fail to rectify the breach within 1 week of Yarra Brae requesting you to do so;
- (iii) Termination by Yarra Brae does not affect its right to collect all outstanding fees owing by you, whether by mutual arrangement or in accordance with clause 22

21. Warranties

You warrant to Yarra Brae that the horse is sound well handled and tractable and is not dangerous or diseased.

22. Lien

You grant to Yarra Brae a general lien upon the horse and all other horses of yours at Yarra Brae in respect of any money for the time being owing by you to Yarra Brae whether by way of agistment fees or other costs and expenses incurred by Yarra Brae in respect to the horse.

If:-

- (i) you default in payment to Yarra Brae of any money due owing and payable to Yarra Brae; and
- (ii) the default has continued for 30 days after the due date for payment then Yarra Brae may enforce the lien by sale:
 - by auction; or
 - by private contract,of the horse or foal (if any) or any other horse of yours whether or not the arrears relates to that horse or those horses.

Upon the enforcement of the lien Yarra Brae shall be entitled to the proceeds of sale:-

- (iii) firstly, in the payment of all costs and expenses in connection with the sale (including transportation costs provision of veterinary certificates, auctioneers fees or otherwise); and

- (iV) secondly, in the payment to Yarra Brae of all money due and owing by you to Yarra Brae under the terms of this agreement; and
- (V) thirdly, in the payment to you of the balance of the proceeds of sale (if any).

23. Consent to Risks

- (i) Yarra Brae undertakes to use its best endeavors to take reasonable precautions for the care and safety of the horse but in all other respects that horse shall be at the sole risk of you from accident, illness or misadventure of any description
- (ii) You covenant and agree with Yarra Brae and acknowledges that neither it or nor any person claiming under or through it shall have any claim against Yarra Brae for or on account of or in respect of any loss or damage which you may suffer by reason of the death of or injury to the horse whether caused by or a result of accident, illness, misadventure or otherwise howsoever.
- (iii) You covenant and agree with Yarra Brae that no riding will be undertaken by any person in your care and/or company without the Yarra Brae Liability Waiver form being signed by the rider prior to the commencement of the activity.
- (iV) You agree to accept the risks associated with involvement with the horse and other animals at Yarra Brae.
- (V) You agree not to hold Yarra Brae liable for loss or injury (including death) arising from involvement with a horse or other animals at Yarra Brae.
- (Vi) Yarra Brae shall not be responsible or liable to you for any loss or injury which may occur through the escape of the horse from any field paddock or stable in which the horse may be.

24. Owner's indemnity

You covenant to indemnify and to keep indemnified Yarra Brae against all cost, claims, expenses, damages and proceedings arising out of or in any way connected with the behaviour of the horse or any of the horses.

25. Liability

- (i) Yarra Brae is not liable for any loss, injury or damage to any person or property caused by the horse, or use of the horse, unless it is caused through the negligence of Yarra Brae's agents or employee.
- (ii) Subject to clause 25 of this agreement, except to the extent that the exclusion, restriction or modification of certain conditions' warranties and right is prohibited in the context of these terms and conditions but the Trade Practice Sct (Cth), or any equivalent state legislation as may apply to the supply of goods and services, Yarra Brae hereby waives all other warranties whether written, oral, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

26. Veterinary care and expenses

- (i) If Yarra Brae reasonably believes that:–
 - the horse requires the attention of a veterinary surgeon then Yarra Brae shall notify you by
 - telephone;
 - telegram; or
 - facsimile.
 - the condition of the horse or its foal is such as to require immediate attention then you authorise Yarra Brae to employ a veterinary surgeon for the purposes of examining diagnosing and treating the horse.
- (ii) All charges payable to a veterinary surgeon including, but not limited to professional fees, medications and transport costs to and from any surgery or animal hospital shall be borne by you and shall be payable by you to Yarra Brae or to such person, firm or corporation as Yarra Brae may nominate within two working days of demand.
- (iii) No action shall lie against Yarra Brae or any of its servants agents or employees by reason of the death or injury of the horse due to or contributed by the non-treatment of the horse by a veterinary surgeon or the application of a course of medication notwithstanding that Yarra Brae or its servants agents or employees ought reasonably to have been aware of the horse's condition requiring such treatment or medication.

(iv) In the event that the horse's condition is such as to require it be isolated then the cost of such isolation including transportation costs veterinary charges or otherwise shall be borne by you and shall be paid within two working days of demand.

27. GST

27.1. GST Definitions

For the purpose of this clause 27.1:

"GST" means GST within the meaning of the GST Act.

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.

27.2. Amounts otherwise payable do include GST

To the extent that a party makes a *taxable supply* in connection with this agreement, except where express provision is made to the contrary, and subject to this clause 27.2, the *consideration* payable by a party under this agreement represents the *value* of the *taxable supply* for which payment is to be made.

27.3. Liability to pay GST

Subject to clause 27.3, if a party makes (or the Commissioner of Taxation determines that a party has made) a *taxable supply* in connection with this agreement then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

27.4. Tax invoice

A party's right to payment under clause 27.3 is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*.

27.5. Reimbursements

If this agreement requires a party to pay for, reimburse or contribute to any expense or liability ("reimbursement expense") incurred by the other party ("payee") to a third party, the amount to be paid, reimbursed or contributed will be the amount of the reimbursable expense net of any input tax credit to which the payee is entitled in respect of the reimbursable expense.

28. Severance

If any provision in this agreement shall be held to be invalid or in any way unenforceable, this agreement shall be severed and the remaining provisions shall not in any way be affected or impaired, and this agreement shall be construed so as to most nearly give effect to the parties intentions when it was originally executed.

29. Governing Law

This agreement shall be governed and construed in accordance with the laws for the time being in force in the State of Victoria, Australia, and that parties agree to the jurisdiction of the Courts and tribunals of that State.