

OFFICE USE ONLY

MEMBERSHIP No.:

Scenic NSW Equine Centre Pty Ltd

ABN 69 162 244 242

# APPLICATION FORM TAX INVOICE

## APPLICANT DETAILS

### REGISTERED OWNER(S)

Individual       Partnership       Company       Trust

Company/Business/Trust Name

First Name

Surname

Date of Birth

Drivers Licence Number

Residential Address

State

Postcode

Phone

Mobile

Email

First Name

Surname

Date of Birth

Drivers Licence Number

Residential Address

State

Postcode

Telephone

Mobile

Email

More than two owners?     No       Yes (Refer to "Annexure A")

## DETAILS OF HORSE

Horses Name

Breed

Height

Age

Sex

Colour

Identifying Marks/Brands/Microchip

Vices

Injuries

If none of the below are nominated, one will be allocated by Scenic NSW Equine Centre - at the Applicant's cost

Veterinarian

Phone

Farrier

Phone

Dentist

Phone

More than one horse?     No       Yes (Refer to "Annexure B")

Is applicant under 18?  Yes  No(GOTONEXTSECTION)

**PARENT/GUARDIAN DETAILS**

|            |         |
|------------|---------|
| First Name | Surname |
| Telephone  | Mobile  |
| Email      |         |
|            |         |
| First Name | Surname |
| Telephone  | Mobile  |
| Email      |         |

**MEDICAL HISTORY (CONFIDENTIAL)**

To be completed by a parent/guardian if applicant is under 18.

**EMERGENCY CONTACT DETAILS**

|              |              |
|--------------|--------------|
| Full Name    | Full Name    |
| Relationship | Relationship |
| Telephone    | Telephone    |
| Mobile       | Mobile       |

**PRE-EXISTING MEDICAL OR OTHER CONDITIONS**

Are there any pre-existing medical or other conditions that may affect the rider or put other people at risk? If yes, please list.

|  |
|--|
|  |
|  |

**ALLERGIES**

Does the rider suffer from any allergies? If yes, please list and describe reaction.

|  |
|--|
|  |
|  |

**MEDICATION**

Is it necessary for the rider to carry their own medication at all times? If yes, please name drug, dosage and frequency.

|  |
|--|
|  |
|--|

More than one rider?  No  Yes (Refer to "Annexure C")

**Consent to Medical Attention**

I authorise the Staff at Scenic NSW Equine Centre to administer first aid and call an ambulance if necessary for the medical attention of myself/my child. I agree to bear any cost thereby incurred.

|        |           |
|--------|-----------|
| Signed | Full Name |
|        | Date      |



## FEE SCHEDULE

### AGISTMENT REQUIRED

| Type of Agistment   | Fee (per GST) | Number of Horses |
|---------------------|---------------|------------------|
| Herd Agistment      | \$            |                  |
| Willow Tree \ o o h | .....         |                  |
| 8 r ) t h           | \$            |                  |
| City View           | \$            |                  |
| Iron Bark Stables   | \$            |                  |
| o t o               | \$            |                  |
| o t o               | .....         |                  |
| u o                 | .....         |                  |
| u o )               | .....         |                  |

### BILLING DETAILS

|  |               |        |
|--|---------------|--------|
| <input checked="" type="checkbox"/> Usually    | Agistment Fee | 8ou \$ |
| <input checked="" type="checkbox"/> In Advance | Term (months) | \$     |
|  | Total Payable | \$     |

### INITIAL SIGNUP FEE

|                |   |
|----------------|---|
| Agistment Bond | Equivalent to fee for each horse agisted<br>Will be refunded following satisfactory inspection of hired areas (if applicable) at the end of the occupation period.<br>Costs for any cleaning and repairs required, other than normal wear and tear will be deducted from the agistment bond (if applicable) |
|----------------|---|

Scenic NSW Equine Centre Pty Ltd agrees to accept your horse/s for the provision of the Services upon the Terms set out in the signed Agistment Agreement.

### OFFICE USE ONLY

Accepted by SNEC:

COMMENCEMENT DATE

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Signature            | Name                 | Date                 |

# AGISTMENT AGREEMENT

## BETWEEN

1. SCENIC NSW EQUINE CENTRE (ABN 69 162 244 242) of Lot 1 Campbelltown Road, Denham Court, in the State of New South Wales ("SNEC") AND

2.  (owner)

Of  (owner address not PO Box)

The Owner and with full power and authority from each (if any) other Owner to enter into this Agreement HEREBY AGREES to send the Horse to SNEC and SNEC HEREBY AGREES to accept the Horse for provision of the Services UPON THE FOLLOWING TERMS:-

### 1. Definitions

"Act" means the Personal Property Securities Act 2009 as amended and in force from time to time.

"Agistment Fee" refers to the Total Payable per billing period in the Schedule.

"Claims" means all loss, injury, damages, economic loss, consequential loss, demands, proceedings, debts, judgments, legal costs arising from or out of injury, sickness, disease, quarantine restriction, embargo or death whilst in SNEC's care or whilst moving to or from any property operated by SNEC or its partners or whilst a Horse is at or moving to or from a sales venue, together with all claims for personal injury or for damage to property whilst on any property operated by SNEC or its partners or inspecting a Horse elsewhere whether arising at common law, in equity or by statute.

"Horse" means all of the Owner's horses at any property operated by SNEC or its partners from time to time including without limitation, those set out in the Schedule. "Owner" means the abovenamed and includes each (if any) other owner, part owner, lessee, partner, syndicate member, syndicate manager, company, corporate trustee or other person who is legally recognised as an owner of a Horse, jointly and severally.

"The Owner" means the owner of the horse or horses agisted with SNEC at the centre.

"Schedule" means the Fee schedule to this Agreement.

"Services" means horse agistment.

"SNEC" means the company which operates a horse herd style/stable/paddock agistment business from the centre.

"The Centre" means the properties operated or used by SNEC from time to time situated at Lot 1, Campbelltown Road, Denham Court NSW 2565 for the purposes of horse and herd style agistment.

### 2. Owner

2.1. This Agreement will not be assigned or transferred by the Owner.

2.2. If this Agreement is signed by one of several owners or by an agent or representative for the Owner, or if the Owner is a company, the undersigned:

a. warrants that:

- i. he/she/it will perform all obligations of the Owner under this Agreement;
- ii. he/she/it has the authority of all the Owners to enter into the Agreement; and

b. guarantees the full and prompt payment of all the monies owed in respect to the Horse as well as the full and prompt performance of obligations by the Owner;

2.3. The warranty will remain in effect regardless of whether the agent or representative retains his or her status after signing this Agreement.

### 3. Offer and Acceptance

3.1. By completing and signing this Agistment Agreement you make an irrevocable offer to agist your horse to us upon the terms of this Agistment Agreement.

3.2. We are under no obligation to accept your offer. We may accept your offer by signing the Application Form in the space provided. The Agistment Agreement does not commence until and unless we accept the Schedule.

### 4. Term

The Term commences on the Commencement Date and, subject to clauses 7 and 24, continues for the number of months specified in the Schedule.

### 5. Agistment Fee

5.1. Throughout the Term you will pay to us the Agistment Fee in the manner specified in the Schedule. The Agistment fee will be charged on the first of each month.

5.2. The Agistment Fee must be paid by direct debit or in such manner as we may from time to time direct you in writing by noon on the relevant date for payment in funds that are immediately available. If the date is not a Business Day then you must pay the Agistment Fee on the preceding Business Day.

5.3. Your obligation to pay and other moneys under these terms and conditions is absolute and unconditional. Your payment obligations are absolute and are not subject to set-off or reduction for any reason.

5.4. You must pay the Agistment Fee referred to in the Schedule at the times referred to in the Schedule.

### 6. Charges

6.1. The fees for the season are set out in the **Fee Schedule** and are available in hard copy upon request. SNEC may vary the fees from time to time and will notify the Owner in writing or by submission of tax invoice.

6.2. The Owner appoints SNEC as its agent to make all decisions with respect to the care and well being of the Horse and is solely responsible for the payment of:

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- a. transport costs for the Horse to and from SNEC;
  - b. all treatments, drenching, examinations, procedures, operations, swabs and medicines, DNA testing, micro chipping and branding administered to the Horse whilst at SNEC and in the absolute discretion of SNEC. Its employees, contractors servants and agents. The Owner authorises SNEC to obtain these services on its behalf as and when SNEC sees fit. There is no warranty given by SNEC as to the competence or judgment of any third party employed by it to perform such services;
  - c. services and supplies including but not limited to those of farrier, horse dentist, chiropractor, veterinarian. There is no warranty given by SNEC as to the competence or judgment of any third party engaged by it to perform such services.
  - d. all costs of or incidental to entering the Horse in any sale including any commission, promotional fee, passed in commission and the Owner further agrees to pay to SNEC all sales accommodation, sales entertainment, sales costs, advertising, marketing and any other costs incurred by SNEC and referable pro rata to the Owner's horse(s).
- 6.3. The Owner agrees to pay to SNEC all amounts due to it and/or third parties who have provided services or supplies to the Horse prior to the removal of the Horse from SNEC. The Owner authorises SNEC to deduct such amounts due to it or third parties from any sale proceeds or insurance proceeds for the Horse.
- 6.4. If payments due to SNEC are not made within 30 days of the due date, interest will be charged from the due date of invoice to date of receipt of payment at the rate of 2% per month. All costs and expenses incurred by SNEC in connection with debt recovery action will be payable by the Owner including indemnity legal costs on a solicitor/client basis.
- 6.5. SNEC will be entitled to retain possession of any mare return, document of description and all foal cards, or replacement foal cards until all monies (including interest) and any collection or legal costs are paid pursuant to this Agreement.
- 7. Extension of Term and Holding Over**
- 7.1. The Term shall be automatically extended for a further period of six (6) months unless: (a) you deliver to us written notice at least ninety (90) days prior to the expiration of the Term of your intention to either depart from Scenic NSW Equine Centre or renew the Agistment Agreement for a specific period at the expiration of the Term; and (b) unless we have agreed with you in writing to renew the Agistment Agreement for a further period.
- 7.2. If you do not notify us at the expiration of the extended period referred to in clause 7.1, the Term shall be further extended until such time as:
- a. we terminate this Agistment Agreement by notice in writing to you; or
  - b. you terminate this Agistment Agreement by first giving us at least thirty (30) days written notice.
- 8. Security Agreement – Personal Property Securities Act 2009**
- 8.1. This Agreement constitutes a security agreement for the purposes of the Act and where the context requires the words used in this Agreement should be given the same meaning as in the Act.
- 8.2. As security for fees or any other monetary obligations, the Owner grants to SNEC a security interest in the Horse.
- 8.3. SNEC will be entitled to register a financing statement with the Personal Property Securities Register ("PPSR") and the Owner undertakes to:
- a. promptly sign any further documents and/or provide any further information requested by SNEC to complete and register any financing statement or any financing change statement with the PPSR; and
  - b. indemnify, and upon demand reimburse, SNEC for all expenses incurred in searching, registering and/or discharging a financing statement or any other document with the PPSR and any reasonable enforcement fees and expenses of the security agreement;
- 8.4. The Owner covenants that it will not grant another security interest in the Horse to another person or entity without first providing 14 days written notice to SNEC.
- 8.5. The Owner waives its rights as a debtor or Grantor under sections 95, 120, 121(4), 123(2), 129(2)(a), 130, 132(3)(d), 132(4), 135 and 137(2) of the Act.
- 9. SNEC Rights To Dispose Of the Horse If Fees Unpaid**
- 9.1. If:
- a. SNEC retains possession of the Horse; and
  - b. Fees or other monetary obligations are due but unpaid to SNEC; and
  - c. SNEC has made demand in writing to the Owner for payment of those monies; and
  - d. SNEC has not received such payment within the timeframe specified in the demand;
- then, the Owner agrees that SNEC may at its discretion either:
- i. retain possession of the Horse and have the ownership transferred to SNEC; or
  - ii. dispose of the Horse and retain all or part of the proceeds of the disposal in or towards payment of the fees or other monetary obligations.
- 9.2. If:
- a. the Owner retains possession of the Horse; and
  - b. Fees or other monetary obligations are due but unpaid to SNEC; and
  - c. SNEC has made demand in writing to the Owner for payment of those monies; and
  - d. SNEC has not received such payment within the timeframe specified in the demand;
- then, the Owner acknowledges and agrees that SNEC is entitled to seize the Horse pursuant to section 138C of the Act and once the Horse is in SNEC's possession the Owner agrees that SNEC may at its discretion either:
- i. retain possession of the Horse and have the ownership transferred to SNEC; or
  - ii. dispose of the Horse and retain all or part of the proceeds of the disposal in or towards payment of the fees or other monetary obligations.



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# AGISTMENT AGREEMENT

## 10. Verification Statement

The Owner waives its rights under section 157 to receive a verification statement due to the Horse being “commercial property” pursuant to the Act.

## 11. Transfer of Title

The Owner covenants, and agrees that it will not, nor will it agree to sell, assign or transfer the Horse until he/she/it has made full payment of any fees and all other monetary obligations to SNEC.

## 12. Possession

The Owner acknowledges pursuant to section 86(1) of the Act that at the time the security interest is made:

- a. it is granted for value;
- b. it is granted to enable amongst other things the Horse to be fed and developed; and
- c. the Horse was held by SNEC.

## 13. Owners Warranty & Responsibilities

The Owner covenants with SNEC that:-

- a. The Owner is the owner of the Horse with full power and authority from every (if any) other Owner to enter into the Agreement.
- b. The information set out in the Schedule is and will remain true and correct.
- c. The Owner must correctly identify the Horse on delivery to or collection from SNEC and provide SNEC with Stud Book identification document for the Horse.
- d. The Horse is not fractious, is free from disease or infection, that all vaccinations are up to date and, the Horse, if a mare, is in sound breeding condition.
- e. Inspection of the Horse by the Owner must be by appointment on reasonable notice.
- f. The Owner will provide at least 48 hours notice to SNEC before removing the Horse after providing to SNEC a duly executed Notice of Departure.
- g. Upon leaving SNEC the Horse will be deemed to have been delivered to the Owner.
- h. SNEC will not be responsible for any problems arising out of delivery of a wrong Horse to or from SNEC.

## 14. Insurance

- 14.1. The Owner will arrange such insurance as he/she/it deems necessary for and in respect of the Horse.
- 14.2. The Owner must notify SNEC of the existence and terms of any insurance policies and will provide copies if requested by SNEC.
- 14.3. SNEC is not responsible for any incident or any actions which might void or diminish the liability of the insurer under any insurance policy.

## 15. Irrevocable Authority

For good and valuable consideration the Owner hereby provides an irrevocable instruction, direction and authority to any sales company who sells a Horse to pay any proceeds of sale of the Horse and to any insurance company to pay any proceeds of any insurance policy for the Horse to SNEC, without requiring further notification to the Owner. The acceptance of such proceeds by SNEC will be without prejudice as to SNEC’s rights to pursue the Owner for any shortfall or monies owed, or other damages. The provision of a certified copy of this document to the sales company or insurance company will be good and sufficient evidence of this authority.

## 16. Hold Blameless Acknowledgement – Release & Indemnity

- 16.1. The Owner acknowledges that the riding horses is a high-risk activity and injury may be suffered to both horse and people.
- 16.2. The Owner agrees that he/she/it has been provided with the opportunity to inspect SNEC and that SNEC is in a fit and proper condition for the purpose of all functions to be performed by SNEC under this Agreement. SNEC will endeavour to provide all care, good husbandry and attention to the Horse but will not be liable for any negligent act or Claims.
- 16.3. The Horse will be and remain under SNEC’s care, custody and/or control entirely at the Owner’s risk. The Owner and the Owner’s invitees will attend SNEC entirely at their own risk. **The Owner agrees to indemnify and keep indemnified SNEC and its invitees and release them from all Claims of whatsoever nature or howsoever caused, whether caused by misconduct, fault, recklessness or negligence of SNEC or invitees.**
- 16.4. To the extent permitted by statute, the liability (if any) of SNEC arising from the breach of the conditions or warranties referred to in clause 12.4 are, at SNEC’s option, limited to and completely discharged by the re-supply of the Services, or if the Services cannot be resupplied for any reason, to the cost of having the Services or equivalent Services supplied again.

## 17. Lien and Power of Attorney

- 17.1. The Owner grants SNEC a lien in the Horse, all insurance policies relating to the Horse, all stud book returns, all mare and foal cards and replacement mare and foal cards and the proceeds from the sale of the Horse.
- 17.2. For good and valuable consideration, the Owner appoints SNEC as its Attorney:
  - a. to execute and file any liens, irrevocable authorities, all and any notices and documents under the Act or to SNEC Book, in any jurisdiction or to any entity believed to be appropriate to secure any obligation of the Owner to SNEC, whether arising by the owing of fees or monetary obligations or otherwise.
  - b. without notice to the Owner, take possession of the Horse and either retain the Horse in lieu of the obligation, or re-sell the Horse privately or publicly in a manner in its sole discretion SNEC thinks fit, in which event SNEC will credit the nett proceeds of the sale, after first deducting expenses of sale and of maintaining the Horse, against the Owner’s monetary obligations to SNEC. This right is in addition to all other rights to which SNEC is entitled under law.



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# AGISTMENT AGREEMENT

## 18. Legal Advice

The Owner represents and warrants that he/she/it has obtained independent legal advice or has been given the opportunity to seek legal advice in relation to the terms and effect of this Agreement.

## 19. Notice

19.1. Any notice required or permitted to be given by either party to the Agreement must be in writing and served by post or by hand delivery or by e-mail or by facsimile to that party's contact details as provided for in the Agreement or such other contact details as notified in writing to the other party.

19.2. Any notice given pursuant to clause 16.1 will be deemed served 3 business days after posting or upon a signed acknowledgement of receipt upon being hand delivered or upon receipt of a successful facsimile confirmation or upon receipt of an e-mail delivery receipt notification notwithstanding that such notice may not have been received by that party.

## 20. Amendments

SNEC reserves the right to prospectively amend the Agreement at any time by notice in writing to the Owner and that change will take effect from the date on which SNEC gives notice to the Owner.

## 21. General

21.1. This Agreement is assignable by SNEC for purposes of enforcement.

21.2. If any provision of this Agreement is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

21.3. The failure by SNEC to enforce any provision of this Agreement will not be treated as a waiver of that provision, nor will it affect SNEC's right to subsequently enforce that provision.

21.4. This Agreement is governed by and construed in accordance with the laws applicable in New South Wales. The parties submit to the exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

## 22. Acceptance

The Owner's acceptance of these terms which the Owner hereby acknowledges he/she/it has read on or before signing this Agreement either in hard copy or as posted on SNEC's website is signified by signing this Agreement or by delivering the Horse to SNEC, or to the sale or inspection venue, or by permitting the Horse to be and remain at SNEC, or under the control and custody of SNEC, in any case after the date of this Agreement.

## 23. Code of Conduct

The owner acknowledges having read and received a copy of the SNEC "Code of Conduct and Regulations".

The owner agrees that the entry by the owner and the owner's invitees to The Centre is strictly in accordance with the terms set out in the Code of Conduct and Regulations and that SNEC may remove any person from The Centre at its absolute discretion whereby that person or persons so ejected shall be deemed a trespasser.

## 24. Variation

No variation of this Agistment Agreement will be effective unless it is in writing and signed by both parties.

## 25. Relevant Acts

This Agreement is subject to the provisions of both the Impounding of Livestock Act (1994) and The Personal Property Securities Act (2009).

|           |           |
|-----------|-----------|
| Signed    | Signed    |
| Full Name | Full Name |
| Date      | Date      |

# APPLICATION FORM

## CHECKLIST

Please complete the checklist below:

- Completed Application form;
- Signed agistment agreement;
- Horse Health Declaration Form;
- Current vaccination certificate for tetanus and/or strangles;
- Signed acceptance of the Code of Conduct and Regulations;
- Signed Release and Waiver of Liability (Participant);
- Signed Direct Debit/Credit Card Authority;
- Copy of Applicant's Driver's Licence.
- Initial Sign Up Fee and First Month Agistment Fee.

### Privacy Statement

Scenic NSW Equine Centre is committed to protecting your privacy. Scenic NSW Equine Centre is subject to the NSW Privacy and Personal Information Act 1998 (*Privacy Act*). By completing this form you are supplying Scenic NSW Equine Centre with personal information. This information is needed to ensure your safety during your time with us. Scenic NSW Equine Centre is required to collect this information by our insurance company. The information you provide will not be supplied to any other organisation or used for any other purpose other than that which stated above.