

GOOLWA DISTRICT PONY CLUB INC.

Grounds Hire Agreement



This Agreement is between:

Goolwa District Pony Club Incorporated (hereinafter referred to as "the Club")

and

Hirer: _____ (hereinafter referred to as "the Hirer")

The Schedule

Title of the Event:			
Description of the Event:			
Date(s) of the Event:			
Facilities Hired	Rate	No. Days	Total Fees
Grounds	\$60/day		
Toilets	Inclusive		
Kitchen	Inclusive		
Clubrooms	Inclusive		
Yards	Inclusive		
Water	Inclusive		
Equestrian Equipment	\$100/day		
			Total
			Deposit
			Bond

General Terms and Conditions of Hire

The Club agrees to permit the Hirer, on the date(s) specified in the Schedule ('the Hire Period'), to use the Facilities specified in the Schedule ('the Facilities'), on and subject to, the following conditions:

1. The Club reserves the right to decline a request for the hire of any of its venues. The Club business and events are given priority over other group or hire activities. All steps will be taken to notify hirers of the dates and times of these events in advance.
2. The bond detailed in the Schedule has been paid to the Club three (3) working days prior to the Hire Period. The bond will be refunded within seven (7) working days after the Hire Period, and only be refunded after the following conditions have been met:
 - 2.1. all fees have been paid in full;
 - 2.2. premises, furniture, fittings and all other equipment have been returned undamaged and clean to designated storage places;
 - 2.3. premises, including building(s), toilets, and kitchen, have been left in a clean and tidy condition;
 - 2.4. key/s have been returned on time and in full working order; and
 - 2.5. all other terms and conditions otherwise stated herein have been met.

3. If cost of damages exceed the bond the hirer will be liable for any extra costs incurred.
4. The deposit detailed in the Schedule has been paid to the Club and the Hirer acknowledges that the deposit is non-refundable and non-transferable. If the use of the Facilities is cancelled in whole or in part at any time prior to the Hire Period then the deposit will be forfeited to the Club and the Club shall be entitled to retain the deposit.
5. The Hirer must cause payment in full to be made three (3) working days prior to the Hire Period. If the Club has not been paid three (3) working days prior to the Hire Period, the Club reserves the right to cancel any use of the Facilities by the Hirer either in whole or in part, such right to be exercised in the absolute discretion of the Club.
6. Any use of the Facilities for a Pony Club event or activity must be conducted in accordance with the Pony Club Association of South Australia Inc. Rules, including any rules as to instruction, coaching, and supervision.
7. Any use of the Facilities for an Equestrian SA event or activity must be conducted in accordance with the Equestrian SA Rules and the Equestrian Australia Rules, including any rules as to instruction, coaching, and supervision.
8. Throughout any hire period, the Hirer must ensure that:
 - 8.1. All riders are properly instructed, coached, and supervised. To comply with this obligation a qualified coach or instructor or a responsible adult must be present and in the vicinity of participating riders at all times;
 - 8.2. All horses are properly confined, secured, and managed;
 - 8.3. All children present (whether participants or not) are properly supervised; and
 - 8.4. Reasonable steps are taken to ensure the health, well-being and safety of:
 - 8.4.1. all people present on the land associated with your event including in the Facilities; and
 - 8.4.2. any other persons who may be affected by the activities conducted by the Hirer including but not limited to traffic on nearby roads.
9. The Hirer must take reasonable care of all of the Club's property, fixtures and equipment. The Hirer is liable for any loss or costs incurred by the Club for the replacement or repair of any of the Club's property that is damaged by the Hirer or their invitees. This includes any damage to real property and fixtures (including but not limited to the buildings, fences and jumps) and any equipment (including but not limited to show jump wings or poles and novelty equipment).
10. The Hirer acknowledges that the Club is not responsible for any death, injury, loss or damage whatsoever to any person or property occurring during, or arising from, or associated with, the hiring of the facilities, or the event or activities conducted during the Hire Period, and the Hirer indemnifies and will keep indemnified the Club from and against any loss, action, liability, claim or demand whatsoever which arises or may arise as a result of a use of the Facilities which has been arranged or organised by the Hirer.
11. The Hirer acknowledges and agrees that it uses the Facilities at its own risk in all matters and things and releases the Club to the full extent permitted by law for any death, loss, injury or damage to persons or injury or damage to property occurring in, on, or in the vicinity of the Grounds including the Facilities.
12. The Hirer acknowledges responsibility to be appropriately and sufficiently insured for any liability arising from, or associated with, the hiring of the Facilities, or the event, or activities conducted during the Hire Period. The Hirer warrants that it has the following insurance:

(Certificate of Currency attached)
13. The Hirer shall return all equipment in the same condition and good working order as the equipment was in prior to the Hire Period to the appropriate storage area, and advise the Club forthwith of any loss or damage to such equipment.

14. The Hirer must ensure that the Facilities and any of the yards, horse paddock(s), buildings, and toilet block (insofar as they have been accessed and used) are left clean and tidy. For the avoidance of doubt the Hirer must remove any manure and litter.
15. In the event that any equipment which is the property of the Club is damaged or becomes unsafe to use, the Hirer must:
 - 15.1. Immediately cease using the equipment and notify the Club; and
 - 15.2. Take all steps necessary to prevent further damage to the equipment.
16. It is the Hirer's responsibility, at all times, to ensure that the premises remain secure throughout the period of hire, particularly when leaving the venue, even for a short period. Hirers are not therefore, permitted to leave the doors to a venue unlocked or unattended at any time throughout the period of hire. Rooms/buildings are to be correctly locked before any departure.
17. The Hirer agrees to follow all current infection control and precautionary measures as set out in the Club's COVID-Safe Plan including contact tracing recording, and agrees to comply with general and specific obligations under current Emergency Management Directions.
18. The Hirer of the Club buildings and facilities are requested to consider ways to minimise environmental impacts through water conservation, careful energy usage and appropriate waste minimisation and recycling practices.
19. The Club does not guarantee that the Facilities will be suitable for the purpose for which the Hirer intends to use them. Accordingly, the Hirer acknowledges and agrees that they:
 - 19.1. will inspect the Facilities prior to commencement of any use; and
 - 19.2. will not use the Facilities until they are satisfied that they are in good working order, safe, that there are no hazards and that the Facilities are suitable for the purpose for which the Hirer intends to use them.
20. If the Hirer is a partnership, corporation, association, or any other group the person/s signing below warrants that he/she is duly authorised by the Hirer to enter into this Hire Agreement on behalf of the Hirer.
21. The Agreement is not completed until the Hirer receives a copy signed for and on behalf of the Club.
22. The Hirer acknowledges having read and understood the above conditions and agrees to comply with all of the terms and conditions contained herein.

Signed for and on behalf of the Hirer

Signature: _____ Date: _____

Name: _____

Title/Position: _____

Address: _____

Contact Phone: _____

Signed for and on behalf of the Goolwa District Pony Club Inc.

Signature: _____ Date: _____

Name: _____

Title/Position: _____

Contact Phone: _____

Please send a signed copy to goolwaponyclub@gmail.com

Direct Deposit

Account Name: Goolwa District Pony Club

Account Number: 173 417 049

BSB: 633-000

Reference: [Hirer Name]

If posting, please send to

The Secretary

Goolwa District Pony Club

PO Box 672

Goolwa SA 5214