



Brookfield Horse and Pony Club Inc

Agreement for Hire and Use of Arenas

Brookfield Horse & Pony Club Inc
Brookfield Showgrounds
Brookfield Road
BROOKFIELD QLD 4069

(PO Box 61, Kenmore Qld 4069)

RECITALS:

Brookfield Horse & Pony Club Inc ("the Club") is the Lessee from the Brisbane City Council of the Rita O'Hanlon arena and is authorised by the Brookfield Recreation Reserve Trust (BRRT) to hire on its behalf the Long Yard arena, both described in Schedule 1 ("the Premises").

IT IS AGREED

The Club will hire the Premises to the Hirer named in the Hire terms for the Hire Period during the Permit Duration on the terms and conditions set out in this agreement which incorporates the Hire Terms and Standard Conditions of Hire and such Conditions of Use as are determined by the Club from time to time and advised to the Hirer ("the Hire Agreement/this Agreement") and the Hirer shall hire and be permitted to use the Premises in accordance with this Agreement.

WARNING: This is a legal document that affects your rights. If you do not understand it, consult a lawyer before signing it.

This agreement must be signed by all persons who are not a member Brookfield Horse & Pony Club Inc (for persons under 18, a parent or guardian must sign) and who wish to use the Arenas.

I certify that I am 18 years of age or older and I have read this document and fully understand it and agree to abide by the Hire Agreement.

.....
Signature Date

For participants under 18 years of age

As parent or guardian of the user I have read this document and fully understand and agree to abide by the Hire Agreement. For myself and on behalf of my child, I indemnify and will keep indemnified BHPC and all other people referred to in accordance with the Hire Agreement.

.....
Parent/Guardian Signature Date

Full Name:

Address:

SCHEDULE 1 – HIRE TERMS

Parties		
Hiree: Brookfield Horse & Pony Club Inc ("the Club")	Hirer:	
Address: c/o Club Arenas Coordinator PO Box 61 Kenmore Qld 4069	Address:	
	Phone:	Email:
Contact: BHPC Arenas Coordinator emmatait74@gmail.com	Contact:	
Area to be hired ("the Premises")		
Description: Part of the Rita O'Hanlon arena (" the Arena ") at 48 Boscombe Road, Brookfield, situated in the Brookfield Reserve (a.k.a. The Cemetery Paddock and accessed from Brookfield Road) to be used for equestrian training purposes pursuant to the Hire Agreement on a non-exclusive basis. The Long Yard arena is the sand arena contained within the Brookfield Showground. The Rita O'Hanlon arena and the Long Yard arena may be jointly and severally described in this agreement as "the Premises or "the Arenas".		
Hire Period As booked pursuant to the Conditions of Use for equestrian training purposes only		
Permit Duration	Permit Rate (Individual)	Permit Rate (Family)
3 months -	\$170	Principal rider – full individual fee for Permit Duration
6 months -	\$270,	First additional rider – add \$100 (flat rate)
12 months -	\$350	Subsequent riders – add \$50 each (flat rate)
List additional Riders under the Permit Rate (Family):		
Additional Rider	Name	
1.		

2.	
3.	
4.	
5.	

Use of Long Yard arena – add \$100 (flat rate)

*Please circle hire period that applies

Access code
The Hirer will be given the access code to the Arenas after payment in full of the Payment Rate for the Payment Duration.

Conditions of Use
The Hirer will at all times only use the premises in accordance with the attached Conditions of Use or as determined by the Club from time to time.

The Club reserves the right to revoke any Permit where the Permit Holder does not comply with the Conditions of Use in the reasonable opinion of the Club.

This Permit is FOR THE RIDER and NOT for the horse. This Permit is NOT transferable.

A waiver must be provided to the Arena Coordinator for each rider before using the Arenas.

There is no need to complete a further Hire Agreement if a new Permit is entered into within 30 days of the previous Permit expiring.

The Rita O'Hanlon arena must be booked using Google Calendar. Please contact the Arena Coordinator for information about using Google Calendar.

The Long Yard arena must be booked through the Brookfield Recreation Reserve Trust (BRRT) website at brookfieldshowground.com.au.

Payment Method *Please Indicate:*

- By Cheque: Make cheque payable to "Brookfield Horse & Pony Club"
Post to Arenas Coordinator BHPC PO Box 61 Kenmore Qld 4069
- By EFT: To Brookfield Horse & Pony Club, BSB 633 000, A/c 151922457
Please insert your name in the reference/description space when using EFT.
Date funds transferred to BHPC account .../.../20....

Brookfield Horse and Pony Club Inc
ARENAS STANDARD CONDITIONS OF HIRE

1. SCOPE OF HIRE

- 1.1 The Hirer is a Bailee only and does not acquire any proprietary interest in the Premises or any equipment hired.
- 1.2 The Club has the right to forthwith terminate and revoke the Hire Agreement and Permit:
- a) damage occurs to the Premises through the use of the Arenas by the Hirer and seek damages from the Hirer ;
 - b) fails (in any way) to comply with the Hire Agreement, and such failure is not remedied forthwith; performs any act or any omission that may prejudice, adversely affect, hinder or jeopardises the Club's title and rights in or to the Premises;
 - c) uses the Premises in a way that affects the use and enjoyment of the Premises by another user, or is in contravention of the Conditions of Use
- 1.3 The use of the Arena by the Hirer will not be exclusive and the use of the Arena may be shared. The use of the Arenas by the Hirer shall at all times be in accordance with the Hire Agreement including the Conditions of Use. .
- 1.4 **This Permit is FOR THE RIDER and NOT for the horse.**
- 1.5 **This Permit is NOT transferable.**
- 1.6 **All riders must sign the waiver provided by the Club before entering the Premises or using the Arenas.**
- 1.7 At any time at its absolute discretion, the Club may upon reasonable notice, in the circumstances, terminate and revoke the Hire Agreement and Permit.

2. THE PREMISES

- 2.1 The Hirer warrants that it has relied on its own investigations and enquiries regarding the Premises and has satisfied itself as to the suitability, safety and condition of the Premises for the purpose for which it is intended by the Hirer.
- 2.2 The Hirer acknowledges that equestrian activities including training involve a real risk of injury, possibly serious. This includes injuries related to or resulting from pre-existing disabilities or medical conditions.
- 2.3 The Hirer shall, at its cost, ensure that at all times during the Hire Period the Premises are:
- (a) used in a skillful, responsible, proper and reputable manner;
 - (b) used only for the purpose for which it was designed; and
 - (c) used only for equestrian training purposes.
- 2.4 Title and all rights to the Premises throughout the Hire Period remains with the Club and the Hirer is not granted any right to otherwise deal with the Premises.
- 2.5 The Hirer must not assign or purport to dispose or otherwise deal with the Hirer's rights under the Agreement Terms without the prior written consent of The Club which may be conditional.

3. THE HIRE PERIOD

- 3.1 The Club shall hire the Premises to the Hirer for the Hire Period.
- 3.2 If the Hirer:
- a) fails (in any way) to comply with the Hire Agreement, and such failure is not remedied forthwith; or
 - b) performs any act or any omission that may prejudice, adversely affect, hinder or jeopardises the Club's title and rights in or to the Premises;
 - c) uses the Premises in a way that affects the use and enjoyment of the Premises by another user, or is in contravention of the Conditions of Use ;the Club or its officers or appointed nominee(s) may, in its or their absolute discretion, without any liability to the Hirer, terminate any Hire Period immediately.

4. PAYMENT

- 4.1 The Hirer shall pay the Club an amount for the hire of the Premises calculated in accordance with the Permit Rate.
- 4.2 Payment of the Permit Rate for the Permit Duration shall not be effected by any weather conditions or other circumstances preventing use or cancellation of a booking or any other difficulties encountered, for which the Club is not at fault involving the Premises, nor shall the Permit Holder be entitled to any refund or discount in such circumstances.
- 4.3 Unless otherwise stated, all prices and other sums payable under the Hire Agreement include all applicable GST.

5. ARENAS ACCESS

- 5.1 Upon receipt of payment, the Hirer will be given the access code for the Hirer's personal use only.
- 5.2 At no time may the Hirer divulge the access code to any other person.
- 5.3 The Hirer will be given a new access code monthly for the period of time for which he or she has obtained the permit.

6. INDEMNITY

- 6.1 Notwithstanding whether the Hirer has effected insurance in respect thereof and to the extent permitted by law, the Hirer shall hold harmless, indemnify and must keep indemnified the Club, its employees, servants, officers and agents against any legal liability, cost, expense, loss, damage or claim threatened, suffered or incurred by or against the Club, its employees, servants, officers or agents howsoever arising directly or indirectly as a result of personal injury or death, or loss of or damage to any property arising from:
- (a) the use, hire or possession of the hired Premises; or
 - (b) any claim made or threatened against the Club by any person in relation to the Hire Agreement or the use, transportation, hire or possession of the Premises and any equipment by the Hirer.
- 6.2 To the extent permitted by law, the Club shall not be liable under any circumstances (including without limitation for any breach of contract, negligence or any other conduct) for any direct, indirect, economic, special or consequential loss or damage of any nature whatsoever howsoever arising from or related to the Hire Agreement.
- 6.3 Any conflict, inconsistency or apparent contradiction between any terms of the Hire Agreement shall be resolved at the Club's absolute discretion.
- 6.4 By using the Arenas, the Hirer accepts all risks necessarily flowing from his or her use of the Arenas which could result in loss of life, or temporary or permanent injury to either the Hirer or the Hirer's horse or pony.
- 6.5 The Hirer acknowledges that any insurance cover effected for members of BHPC does not cover the Hirer for any or all injury, loss or damage sustained by a horse or pony.
- 6.6 Animals are ridden by the Hirer at his or her own risk. BHPC is not responsible for injury, loss or damage resulting from animal behaviour (including behaviour caused by the presence of other animals or users).
- 6.7 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force. Each indemnity and payment obligation of the Hirer is a continuing obligation, separate and independent from all other obligations, and survives termination of this Agreement.

7. EARLIER AGREEMENTS

The parties agree that this Hire Agreement (as defined herein) supersedes and replaces any earlier agreement which may have been in place between them and contains the entire agreement between them.

8. DEFINITIONS

In this Deed:

"Hirer" includes any additional rider or riders or person or persons using the Arenas or being present in or in the vicinity of the Arenas in relation to this Hire Agreement;

"Permit" means this Hire Agreement;

"Permit Holder" means the Hirer;

"Permit Duration" means the duration of the Hire Agreement, and as extended from time to time, upon payment of the Permit Rate;

"Permit Rate" means the price set out in the Hire Terms for the hire of the Premises;