

# Runcorn Horse and Pony Club Inc.

## *Agistment Agreement*

**Agistment of members' horses on Club grounds is to be regarded as a privilege - not as a right! The following Conditions apply and are to be read in conjunction with the Constitution and other By-Laws of the Club.**

### Article I. Application for Agistment

Agistment is available to active, financial riding members of the Runcorn Horse and Pony Club (RHPC). One horse per riding member may be agisted on club grounds. Agistment is offered at the Management Committee's discretion.

An Agistment Application must be made in writing to the Agistment Officer on the correct form and approved through a Management Committee meeting prior to the horse being agisted on the grounds.

A bond of three (3) months Agistment Fees is required before the horse can be moved to the grounds. This bond is fully refundable given all requirements of the Cancellation and Termination of Agistment clause are met. A bank account is required for all bond refunds. The probation period may be extended at the discretion of the committee.

The horse and rider combination will be assessed by the Chief Instructor/ Club Instructors prior to the end of the three month probation period, before being approved.

Agistment is not transferable and stays with the agistee, not the horse. In the event that the horse is sold or leased to another financial member, a new application and bond is needed and waiting periods may apply.

Agistment runs with the calendar year and expires on the 31<sup>st</sup> December each year. A new application for agistment must be made by 1<sup>st</sup> December each year to be presented at the December Management Committee meeting for approval. Failure to do so will see the Agistment Agreement terminated by the Management Committee and fourteen days' notice will be given to remove the horse from the grounds as per Article IV.

Agistment Applications must be accompanied by a current Hendra Vaccination Certificate or must be vaccinated within two weeks of arriving and will not be able to be moved out of quarantine until this has been done. All agisted horses must have an up to date tetanus and strangles vaccination schedule.

A three month probationary period will be in effect for all newly agisted horses. If, within this period, the Management Committee considers that the horse is unsuitable for agistment on Club grounds, then the agistment for that horse will be terminated in writing and the horse will need to be removed from the grounds within fourteen days.

Applicants must be 18 years and over. For members under 18 years, a parent or legal guardian who is a financial member may request agistment on their behalf.

## Article II. Agistment Fees

Agistment fees are set by the Management Committee and may change at any time. One month's notice will be given in writing before any change in fees comes into effect. Currently the fees are set at \$80.00 per horse, per month. Agistees that held an agistment place prior to 20<sup>th</sup> June, 2018 will be on a catch up fee until they are in line with the existing fee. An annual fee review will be conducted by the Management Committee.

Agistment fees must be paid by the 1<sup>st</sup> of each month and are to be kept one month in advance.

## Article III. Failure to pay Agistment Fees

If Agistment Fees become in arrears of thirty days a written reminder will be issued. If this has not been rectified within 7 days a written warning will be issued. If this is not rectified in a further 7 days, the Agistment Agreement will be terminated and the Agistee will be given 14 days to remove their horse from the grounds. Any outstanding Agistment Fees will be deducted from the Agistee's bond.

In the case of financial hardship or special circumstances please contact the treasurer or Agistment officer to arrange an alternate payment schedule. The Management Committee is open to communication in these circumstances and are happy to support our members for the best outcome.

## Article IV. Cancellation or Termination of Agistment Agreement

The RHPC requires two weeks written notice to cancel an Agistment Agreement. Full Agistment Fees are payable for these two weeks even if the horse is removed prior to the end of the two week period. Any unpaid fees will be deducted from the Agistee's bond.

In the instance that the RHPC terminates an Agistment Agreement, a minimum of fourteen days' notice will be given. Agistment Fees are payable for these fourteen days and any unpaid fees will be deducted from the Agistee's bond.

On removal of a horse from agistment, the Agistee's poo strip must be cleaned, designated area of the feed and tack shed tidied and left in a clean manner. The Agistee's belongings must be removed. It is recommended that the Agistee request the Agistment Officer checks these things to avoid a cleaning fee being charged from the Agistee's bond.

Cleaning Fees:

Poo Strip \$100.00

Tack Shed \$25.00

Feed Shed \$25.00

#### Article V. Liability for Loss, Injury or Damage

While your horse is agisted at the RHPC, the RHPC will not be liable for any sickness, disease, death or injury suffered by the horse or any other matter arising from or connecting to the agistment of the horse. All reasonable and proper care of the grounds is taken by the RHPC, but all risks are assumed by the owner of the horse. It is the horse owner's responsibility to insure their horse and horse gear/equipment against all risks while they are on the property or being transported.

In the unfortunate event that an agisted horse dies its remains will be required to be removed from the RHPC. Immediate contact with the Agistment Officer is required in such circumstances. All costs associated with the euthanasia, vet fees and removal of the deceased horse will be the responsibility of the owner.

In the event that the owner is not present, all reasonable efforts will be made to contact the owner prior to calling a vet. In the event that owner is not contactable, a committee will make the most appropriate decision for outcome of the horse based on advice from a veterinarian.

#### Article VI. Suitability of horses and ponies

No stallions, rigs, mares in foal, unbroken horses or horses under 4 years of age will be accepted for agistment. Horses between 4 and 6 years of age will be accepted at the discretion of the Management Committee.

Horse that display ongoing aggressive, dangerous or destructive behaviours both in the paddock and riding will be assessed by the Chief Instructor and a recommendation will be made to the committee regarding the suitability of such horses. Not all horses are suitable to be agisted in herd environments.

### Article VII. Care of horses and ponies

It is the responsibility of the Agistee to ensure their horse or pony is cared for and kept in a healthy condition. All feed, veterinary, farrier, dentist, parasite control and costs associated with the up keep of a horse are the responsibility of the Agistee. The RHPC is a location highly visible to the general community, in order to maintain the reputation of the RHPC as an association that promotes good horse care and horsemanship, horses agisted at the RHPC must be maintained in “good” condition at all times.

All new horses must be wormed upon arrival in the presence of the Agistment Officer and must be wormed as per the Agistment Agreement and at the direction of the Agistment Officer.

### Article VIII. Floats

Floats left on the grounds must be parked as directed by the Agistment Officer. Floats are left on the ground at the float owners / person in charge of the float, own discretion. The RHPC take no responsibility for any damage, theft etc. incurred whilst on the grounds.

Permission must be given prior to a float being left on the grounds, once granted a key must be provided to the Agistment Officer for instances when the float may need to be moved for mowing etc. In the event that a float needs to be moved for grounds maintenance purposes, the club holds no liability for any damage incurred.

### Article IX. Grounds Maintenance

The Agistee will be responsible for the weekly cleaning manure from a section of the paddock. These “Poo Strips” are allocated based on the number of horses agisted on the grounds at any time and are updated as required. Manure is to be dumped in designated manure piles, not left in wheelbarrows. Old feed should be placed under trees in the parking area, baling twine should be removed and disposed of in the bin.

A cleaning roster is provided at the discretion of the Management Committee and each Agistee will be required to clean the toilet block, water troughs and other areas as described in the cleaning roster once every few months as per the roster.

A locked feed and tack shed is provided to Agistee’s. These areas must be kept clean and tidy. Agistee’s should not borrow feed or tack from other Agistee’s without permission. These areas are used at the Agistee’s risk. The RHPC holds no liability for lost or stolen property.

Feed buckets, rugs, saddle clothes etc. should be stored in either the feed shed or the tack shed. No personal items should left lying around or hung over fences.

## Article X. Paddock Allocation

New horses to the grounds must be kept in isolation for two weeks before being introduced into the paddock.

No horse should be moved between paddocks without approval from the Agistment Officer. Approval is not needed in emergency situations, however the Agistment Officer MUST be contacted at the earliest convenience.

Paddock allocations are at the discretion of the Agistment Officer in conjunction with the management committee.

The RHPC offers herd agistment with day yards available for feeding and when tacking up. Private paddocks are not available.

Horses should not be kept in the Western/shade paddock, round yard, dressage arena or showjumping arena unless directed by the Agistment officer.

Under no circumstances are horses to be brought into the canteen space inside the fenced area. This is due to Workplace Health and Safety requirements.

## Article XI. Responsibilities of Agistee's

Agistment is only available for horses which are normally used at pony club by active riding financial members as per the Constitution and By-Laws.

All agisted horses and members must attend at least 70% of musters in a riding or instructing capacity for the duration of the muster. It is the expectation that agisted horses will be ridden at musters.

The agistee members must attend 70% of Runcorn Pony Club events including working bees (if the agistee is not participating at an event he or she is still expected to attend and assist). Working Bees must be attended for a minimum of 3 hours for three out of four working bees. If an agistee cannot attend a working bee, a family member must attend in their place. A muster and working bee sign on sheet will be used.

All Agistees must remove their horses from all competition and parking areas no later than 5.00pm the day before an event or set up working bee, or as directed by the Agistment Officer, prior to the scheduled starting time of any competition, fixture or muster being held on the Club grounds. Horses may be returned to these areas after the finish of these events.

It is the responsibility of all agistees to check fences regularly. If possible repairs should be made immediately otherwise the agistment Officer to be notified.

Horses are to be fed outside the main paddock in pens or day yards provided and secured safely. Once used, any manure and feed buckets are to be collected and bins put away after use.

The Agistment Office must be advised if a horse is being removed from the grounds for more than 24 hours.

If a horse is removed from the grounds for a period of over seven days without informing the agistment officer, it will be assumed that the agistee no longer requires their spot and their agreement will be deemed to be terminated.

Poo strips MUST be cleaned the afternoon before musters, working bees, events and worming day.

Agistee's are expected to abide by the terms of the Code of Conduct.

## Article XII. Breaches to the Agistment Agreement

Any breaches of this agreement will be directed to the Management Committee. Breaches may result in disciplinary action as decided by the Management Committee and may include termination of the Agistment Agreement.

All queries should be directed to the Agistment Office in the first instance. In the event that a resolution has not been achieved, the President should be contacted.

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I \_\_\_\_\_ fully understand and agree to the above terms and conditions in regards to agisting \_\_\_\_\_ on the Runcorn Pony Club grounds.

\_\_\_\_\_  
Agistee's Signature

(Parent or Legal Guardian if under 18 years)

Date: / /

\_\_\_\_\_  
Agistment Officer's Signature

Date: / /