

### **GUIDELINES FOR AGISTEES**

#### **Welcome to Wallington Park Equestrian Centre**

The following guidelines are intended to acquaint new agistees with the policies of Wallington Park. Please feel free to talk with us at any time about your concerns or any suggestions you may have.

Please complete the enclosed identification form and contract for our benefit.

Make sure that we have your current address and telephone numbers so that we can contact you in case of emergency, if these contacts change please let us know immediately. In the case of under 18, please provide the details of parents or guardians.

In the case of an emergency we will attempt to reach you. If you cannot be contacted and veterinary attention appears to be necessary, the vet of your choice will then be contacted, if we have those details on file otherwise the usual vet of Wallington Park will be called and asked to bill you.

Regular worming is required and will be carried out by the staff every 12 weeks and the cost debited to your account, unless otherwise arranged with the staff.

We request that your horse be immunised against tetanus and strangles annually.

When your horse is shod, please make sure that all sharp metal clippings are picked up as these may cause injury or puncture tyres if left lying around. Horses that are not shod should still have their hooves trimmed regularly.

When arriving at Wallington Park, introduce your horse to its new paddock by walking the fence line together and show your horse the boundary and where the water is located. Horses should not be placed in a new paddock after dark. Arrange with us to use a yard or stable for overnight stay if arriving late.

All children under the Age of 16 years old must be supervised by an adult at all times.

Parking is strictly restricted to the main car park only. You may only drive around the back (through the black automatic gates) when dropping off or picking up your horse for transport, or dropping off heavy items, but then must move the car back to the main carpark.

Horses are not to be moved to other paddocks, stables or yards without prior approval.

If you rug your horse you should check daily that rugs are secure and that they are not rubbing your horse (deep rug sores and painful abrasions can happen quickly, dislodged rugs can break legs). Be sure to have names on all rugs in obvious places.

Horses in the shared paddock must not be fed (hay or hard feed) in the paddock. When feeding horses outside of their paddock, the horse should be either held or inside a stall.

To ensure your horse's safety please report any damage to fences, gates, automatic waterers or troughs or any other maintenance problems to staff. We will endeavour to make repairs as soon as possible.

Lockers for your tack are available free of charge, with one locker per horse allocated.

If your horse is agisted in a paddock or yard the management may feel it necessary to feed that horse hay, in such cases the cost will be placed on your account.

Feed for your horse may be stored in the feed container, or in your float only. It cannot be stored in stalls, stables or any other area.

If discontinuing agistment, please give us two weeks notice. All accounts must be paid prior to leaving.

Please do not leave rubbish lying around in paddocks, carry out what you carry in or make sure you dispose of it correctly.

Be sure to turn off taps properly as dripping taps waste large amounts of water. In the wash bay the hose should be turned on only while the water is being directed at the horse. Please leave the wash bays clean, remove manure to the manure bin, do not wash down the drains and please report any apparent leakages immediately.

Agistment covers the cost of maintaining the infrastructure such as clubrooms, toilets, arena's, grading of driveways and lanes, mowing and the cost of electricity, water etc. It also covers maintenance of the paddocks in so far as repairing worn wiring, removal of overhanging trees etc. It does not however, cover mending damage caused by horses. Any damage caused directly or indirectly by yourselves, your horses or anyone accompanying you will be invoiced to you at \$50.00 per hour labour and costs of materials.

It is your responsibility to maintain the weeds and grass in your paddock and to regularly clean manure from your yard. We do run services here to do this for you at a cost.

It is your responsibility to keep your paddock clean of manure,

**Whilst we will take every precaution to ensure safety for you and your horse/s please recognise that all activities at Wallington Park are at your own risk.**

We are looking forward to a long and pleasant association with you.

Regards,  
Erin Burns

### **RULES FOR AGISTEES**

The following rules must be observed:

1. Approved safety helmets and riding boots must be worn at all times when riding. It is the responsibility of the agistee to ensure that the helmet meets current safety standards and is less than five years old from the date of purchase.
2. Arena rules must be observed:
  - a. Always make sure that the door is "free" before entering the indoor school.
  - b. Riders must pass to the left of each other in the arena, riders in walk should stay off the track, two track work has right of way.
  - c. Lunging in the arenas must always be inside the track, so others can use the arena. No lunging is permitted in the indoor arena. If lunging in the outdoor arena spaces, then consent from the other riders in that arena must be given.
  - d. Horses must not be left in the arenas unattended.
  - e. Put away all equipment you have used in the arenas immediately after you have finished e.g. jumps and wings.
  - f. Pick up horse manure immediately from arenas.
3. Dogs are not allowed on the property. Please report any stray dogs immediately, as they are a hazard to riders and horses.
4. Cars are only allowed on the formed roads. Please do not drive down lanes or in paddocks. Cars are only permitted in the car park unless float loading, or delivering heavy items.
5. It is not permitted to ride out after dark; all riding at that time must be in the indoor school or the outside arena under lights.
6. Operating hours at Wallington Park are from 5am to 9pm. However, any agistee under the age of 16 must have a parent or guardian in attendance at all times. If you need to be on the property outside those times, such as an early start for events, please let the staff know of your movements so that we can expect activity at those times.
7. Please let the staff know if you have anyone coming on the property either with you or to attend your horse. They are under your supervision and must obey all rules. Visiting children under 16 must be accompanied by an adult at all times.
8. Only agistees may ride their horses, visitors or lesson pupils are not permitted to ride agistees' horses.
9. Agistees are expected to clean up after themselves and their horses and all manure must be removed from stables, alleys, arenas, path etc, and the areas used swept and left clean. Private paddocks must be cleaned of manure weekly, and weeds pulled out regularly.
10. No riding in the stable complex, get off and walk your horse, riding in the areas behind the stable must be at a walk only.
11. If you are having lessons with an outside instructor on the property a copy of their qualification, working with children's, first aid and insurance must be provided. They must pay a facility fee of \$10.00 to the office.
12. Do not flush hard feed down the sink, please rinse buckets in the wash bays.

13. Please report any maintenance issues directly to the manager. Please do not approach staff directly for services; this must be done directly with the management.
14. To ensure the wellbeing of yourselves and your horses, no riding is permitted above 35 degrees.
15. When preparing your horse in the stable complex, please ensure you tie up and prepare your horse inside your stall or stable. Do not leave any personal belongings in the stable complex/stalls.
16. Stable agistee's are permitted to have 2 x rugs, halter and lead rope and stable boot outside of their stable on their stable door only.
17. Please ensure you remove all bailing twine and rubbish from your paddock area.
18. Failure to comply with the rules above will result in a formal warning. Three formal warnings and you will be given your notice.
19. You agree to our Terms and Conditions outlines on the website. If not, you do not have permission to enter this property.

## **HORSE AGISTMENT AGREEMENT**

(Items not required should be ruled out and initialled by both parties)

### **1. Definitions**

*The **Landholder** is the person offering the agistment services (**agistor**).*

*The **Horse Owner** is either the sole owner, authorised representative or lessee of the horse (**agistee**).*

### **2. Agistors Right to Monies Owed**

***The Horse Owner may not remove their horses from the property while any part of the agistment debt remains unpaid.***

***If the Horse Owner does not pay the whole of the agistment debt as required by the final notice:***

An auctioneer may sell the horses, either as one lot or separately, to the highest bidder, on the basis that the purchaser will receive full title to each item sold; and

The Horse Owner irrevocably appoints the Landholder as the Horse Owner's attorney with power to execute all transfers and other documents and does everything necessary to effect and complete the sale and to pass full title to the purchaser. This includes power to update all documents (for example, stud books and registration papers) to show the purchaser as the new horse owner. The Landholder is compelled to act in accordance with the law in the exercise of this power of attorney including signing all documents to effect anything done by the attorney.

***Before the Landholder exercises the right to sell an agisted horse under this agreement:***

- Some part of the agistment debt must be unpaid for at least 28 days after the Landholder has sent the Horse Owner an account;
- The Landholder must send the Horse Owner a final notice which states the total amount of the agistment debt owing to the date of the notice and that the horse will be sold if the agistment debt is not paid in full within 28 days from the date given; and
- The Landholder must advertise the pending sale in a newspaper circulated in the locality of the agistment property at least 14 days before the date of sale.

***The Landholder will use the proceeds of the sale to pay, in the following order***

1. All sales costs, for example, advertising, transport, sale commission and legal costs;
2. The agistment debt to the date of sale;
3. Any fees which the Horse Owner owes to the landholder for any other horses: and
4. Any balance to the Horse Owner or as the Horse Owner directs in writing. If the balance is not collected within 12 months, it may be dealt with under the *Unclaimed Monies Act 1962*.

The Landholder must give the Horse Owner a final statement notice detailing the sale proceeds and how the Landholder has applied them.

### **3. Notices**

A notice must be given by delivering it in person; posting it to the address set out in the schedule of this agreement or as last known to the sender; or by sending it by facsimile to the number set out in this agreement, or as last known to this sender. A notice is considered to be delivered 2 days after it was posted, or if faxed, when the sender's fax machine produces a report showing that the fax was successfully sent to the Horse Owner's fax number.

**4 Notes**

Either party must notify the other immediately if they become aware that the horses are suffering from any significant or notable sickness, disease or injury. The Landholder must not remove agisted horses from the property without the Horse Owners consent, except where there is an emergency (for example fire or flood). In this case the Landholder must promptly inform the Horse Owner of the new location of the horses. It is the Horse Owners responsibility to insure the horses and horse gear/equipment against all risks and theft while they are on the Landholders property or being transported.

The Horse Owner acknowledges that horse riding is a dangerous activity and takes full responsibility for themselves and their horses for any accident, injury or damage incurred as a result of their attendance at, participation in any activity connected with Wallington Park Equestrian Centre, and will not claim against Wallington Park Equestrian Centre, the staff or the owners. The Horse Owner acknowledges they have read and understood the rules and guidelines connected with agistment at Wallington Park Equestrian Centre and agree to obey the rules and guidelines set within.

**Signed on** ...../...../.....

**Landholder:** .....

**Horse Owner:** .....

As from 1<sup>st</sup> August 2017

Description incl.GST

**AGISTMENT PRICES**

<b>SERVICE/AGISTMENT</b>	<b>P/W</b>	<b>P/C/M</b>
Private Paddock	\$60	\$260
Double Paddock	\$110 (\$55per horse)	\$476.7 (\$238.3)
Stable & Paddock	\$80	\$346.7
Paddock cleaning	\$30	\$130
Feed out AM or PM	\$15	\$65
Feed out AM and PM	\$30	\$130
Rugs off/on AM or PM	\$10	\$43.4
Rugs off/on AM and PM	\$20	\$86.7
Rugs casually	\$5	
Feed out casually	\$5	
Mowing (casual only)	\$30	
Handling for farrier etc.	\$30	

**FACILITIES**

Indoor arena 60 X 20  
 Outdoor fenced dressage arena 70 X 30  
 Outdoor fenced dressage arena 40 X 20  
 Show jumping arena  
 Cross Country course  
 Round yard  
 Gallop track

3 warm/cold wash bays  
Individual lockers  
2 Shared feed sheds  
Indoor day stables & tie-ups  
15 permanent stables  
Agistee hay shed

Agistment is paid on the 15<sup>th</sup> of the month and by colander month only.