AGREEMENT TO USE BOOROWA HORSE ARENA

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

(Please ensure that all sections of this application are completed. Incomplete applications may be returned or experience processing delays.)

Club or Organisation (if applicable) *please attach Certificate of Currency *Insert name of Club – (if an incorporated association), or insert name of Club's representative (if the Club is an unincorporated association) or insert name of individuals as appropriate*	
Club/Organisation name:	
Contact Person:	
Club/Organisation Address:	
Phone:	**Email:**
Event Name & Description	
Event Name:	
Event Description: *EG: cutting event, auction*	
Number of Competitors:	
Dates and Times Required	
From Date:	**Start Time:**
To Date:	**Finish Time:**
**For multiple dates and times please complete page overleaf.*	

In the event of Cancellation, the Applicant are required to advise Hilltops Council within 14 days of event date to avoid being charged a fee. This allows other organisations to book Council's facilities and to alleviate unnecessary preparation of grounds by Council staff.

Office Use Only:		
Fee Payable:	**Date Paid:**	**Receipt NO:**
Public Liability Insurance attached: Yes /No		

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Date	**Purpose** *(Training, event)*	**Start Time**	**Finish Time**	**Office Use** *(Date/s entered in register)*

Booking Conditions:

The Applicant will:

1. Use the facility at its own risk

2 Fees and Charges

2.1 Casual use fees are applicable. Charges are levied in accordance with Council's Fees and Charges schedule. The schedule is reviewed annually and is available on Council's Website.

2.2 Additional Fees or Charges may be incurred if Council deems that inappropriate use of the facility has occurred, or terms and conditions have not been adhered to.

3 Public Liability Insurance

3.1 Maintain a Public Liability Insurance Policy for at least $20 Million in respect of any one incident with a respectable Insurer.

3.2 Supply Hilltops Council a copy of current Public Liability Insurance Policy attached to the Signed Agreement booking form.

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3.3 Users are required to ensure that all riders and support persons and officials are covered by insurance.

3.4 Individual personal applicants may be eligible for Insurance coverage under Council's Casual Hirer Agreement. If the Applicant is so covered, the requirements under Clause 3.1 are met. Sporting Clubs, Incorporated Bodies or Commercial Activities (or third parties receiving a fee for service) are not eligible under Clause 3.4

3.5 The user or hirer accepts full and complete responsibility for any loss of or damage to any personal property, including money, property on hire or loan, or any contents stored at the facility. The user group must obtain their own insurance.

3.6 Clubs and organisations are required to obtain appropriate insurance to cover all equipment.

4 Booking Conditions

4.1 Clubs must specify exact time, day and dates, which facility is being requested and what it is being used for (EG: training, competition, club event etc.)

4.2 Bookings are to be requested based on required usage, rather than a "blanket" booking.

4.3 Clubs/organisations must supply a full list of daytime contact details for issues relating to the booking. The Club is responsible for advising Council should these contact details change.

4.4 Clubs/organisations do not have the authority to approve the use of the horse arena for other user groups. All user groups must apply for use through Hilltops Council for casual use. Please note most horse clinics are deemed to be commercial in nature and approval will only be given if it is part of the Clubs development program.

4.5 A major event will take priority over any Right of Use. Therefore, the following are the order of priority: -

- National or State events
- Regional events
- Local events
- Subject to no conflict from either of the other priorities, the first organisation to book the ground, will have the right of use for that booking date.

4.6 Clubs are required to seek Council's approval for the staging of any major/significant events including but not limited to National, State or Regional events.

4.7 Council must be advised of any alterations of times and dates and or cancellations as soon as possible. Cancellations must be advised, if possible, within 14 days of the event to avoid any unnecessary preparation of grounds by Council staff or to allow other organisations to book the facility. Should a backup date/alternative date have been booked in at time of booking and is not required, the Council must be advised within 14 days of the proposed date of the organisation not requiring the booking.

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4.8 Facility renovation or maintenance requirements will take priority over a booking. Council will where possible endeavour to work with the clubs to schedule maintenance around booking dates.

4.9 The applicant shall contact Council on 1300 445 586 at least two (2) weeks prior to the booking to finalise arrangements and undertake risk assessments.

4.10 Council reserves the right to cancel any bookings if, in the opinion of Council, the facility is unfit to hold the activity, the probable damage resulting from such activities would be detrimental to the future use of the area, or the activity is in conflict with another activity booking.

5 Usage Conditions

5.1 Inspect the Facility prior to use to determine its fitness for use including a determination of soil/surface wetness. If the grounds of the Facility exhibit characteristics of saturation, the applicant may not use the Facility without prior consent of the Council.

5.2 Major wet weather conditions are to be monitored by the event group a week prior to the lead up of the event including consultation with Hilltops Council.

5.3 Not use the Facility if the Facility is unfit for use and will promptly report this in writing to the Council.

5.4 Not drive or allow any motor vehicles to be driven on the grounds of the Facility, emergency vehicles excepted.

5.5 Not erect any fences, tents or any other structures on the grounds of the Facility without prior written approval of Council.

5.6 Leave the grounds and the Facility in a clean and tidy condition after use and ensure that all rubbish is placed in the rubbish bins provided.

5.7 Comply with Council's reasonable directions about the use of the Facility.

5.8 Occupy and use the Facility at its own risk and releases the Council to the full extent permitted by law from all claims and demands resulting from any accident, damage, loss, death or injury occurring in the Facility except to the extent that any of those things are caused by Council's negligence.

5.9 Acknowledge that such occupation and Facility use is for recreational activities; and

5.10 Indemnify the Council against all damage or loss for which the Council may become liable because of any act, default or omission by the Applicant or any of its members or invitees under this Agreement or arising from any of the following which are caused or contributed to by the Applicant's use of the Facility or by any act or omission on the Applicant's part or any of its members, licensees, invitees or other persons claiming through or under the Applicant:

(a) The negligent use, misuse, waste or abuse of the services to the Facility; or

(b) Loss, damage or injury from any cause to property or person.

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6 Termination of Agreement

Council may terminate this Agreement by giving the Applicant 14 days' notice in writing if the Applicant breaches any of its obligations in this Agreement and does not rectify such breach within a reasonable time of being required to do so by the Council.

7 Agreement

The Applicant acknowledges that this Agreement confers no legal interest in the Facility on the Applicant.

SIGNED by the Applicant/on behalf of the Applicant: [Delete if not applicable]

Signature	Signature
Name	Name
Date	Date

PLEASE INDICATE ACCEPTANCE OF THESE TERMS BY SIGNING ABOVE

EVIDENCE OF APPLICANT'S INSURANCE POLICY UNDER CLAUSE 3 MUST BE LODGED WITH THIS APPLICATION