



## Agistment Contract

### PARTIES

SCP Agistment Pty Ltd ABN 96 592 710 693 whose details are in **item 1** of the schedule (**Agistor**) and the person named in **item 2** (**Agistee**).

### RIGHT TO AGIST

The Agistor occupies the land described in **item 3** (**Land**). The Agistee owns or is lawfully entitled to possession of the horse and foal (if any) (**Horse**) identified in **item 4**.

The Agistee has the right to agist the Horse on the Land beginning on the date in **item 5** and ending on the date in **item 6**, unless the right is ended sooner under the terms of this contract or the Agistee gives the Agistor 4 weeks prior notice of its intention to end the agistment. In default of notice, the security deposit is forfeited.

The Agistee is allowed on the Land between the hours in **item 7** or at other times by prior arrangement with the Agistor if the Horse is sick or injured, unless access is limited or denied by reason of infectious disease affecting horses or humans.

### AGISTMENT SECURITY DEPOSIT AND FEES

The Agistee must pay the fee in **item 8** starting on the date in **item 5**, without deduction, while the Horse is agisted on the Land and during any period of 4 week's notice by the Agistee to end agistment even if the Horse is removed in that period. The Agistor may increase the fee effective 14 days after giving the Agistee written notice of the change. A security deposit equal to 4 weeks agistment fee is payable before the date in **item 5**. Money overdue longer than 15 days, incurs a late payment administration fee of \$50 per week (or part thereof).

### AGISTOR'S OBLIGATIONS

The Agistor must:

- supply the services and facilities in **item 9** for as long as the Agistee has the right to agist the Horse;
- keep fences and stables confining the Horse in good condition and repair;
- provide the Horse with drinkable water and adequate shelter; and
- notify the Agistee as soon as practicable after becoming aware that the Horse is sick or injured.

### RULES OF CONDUCT

The Agistor may make rules (**Rules**) from time to time relating to the Land, the Horse, the Agistee or any other thing relating to this contract. The Rules bind the Agistee on receipt and form part of this contract. The terms of this contract override the Rules in the event of any conflict or inconsistency between them.

### AGISTEE'S REPRESENTATIONS & OBLIGATIONS

The Agistee states and represents to the Agistor that the Horse:

- has no vices or bad behaviors except any disclosed in **item 10**;
- has no pre-existing injuries except any disclosed in **item 11**;
- is vaccinated for tetanus and strangles;
- has no symptoms of illness or disease; and

- will not be brought on to the Land if the Horse shows any symptoms of illness or disease after the date of this contract.

The Agistee must:

- obey the Rules and ensure anyone accompanying him or her onto the Land does so too;
- co-operate with and be courteous to the Agistor, its staff and any other agistee using the Land;
- remove or relocate any goods promptly when requested, in default, the Agistor is authorised to do so;
- in the event of actual or threatened bushfire, remove the Horse from the Land and return it only when permitted by the Agistor. The Agistee appoints the Agistor and its staff individually with full authority and power to take all necessary or convenient steps to protect the Horse if not removed for any reason;
- comply with biosecurity measures for the containment and elimination of equine influenza or any other contagious disease and continue to pay the fee in item 8 despite such measures even if movement restriction orders prevent or limit access to the Land;
- wear an Australian Standards approved riding helmet and heeled shoes or riding boots on or around the Horse or in proximity to any other horse on the Land;
- take care at all times to avoid harm to him or herself;
- if notified by the Agistor that the Horse is or may be sick or injured, attend the Horse in person or arrange a vet to do so; and
- if not the owner of the Horse, give the Agistor when requested full details of the owner and the arrangement between the owner and the Agistee relating to the latter's possession of the Horse.

### AGISTOR'S RIGHT TO ENGAGE A VET

The Agistee or a vet (arranged by the Agistee) must attend the Horse within 2 hours after being notified that it is or may be sick or injured. In default, the Agistor's authorised representative is appointed by the Agistee to engage a vet to examine the Horse at the Agistee's cost and to provide the Agistee's contact details so he or she can instruct the vet.

### TERMINATING THE RIGHT TO AGIST

The Agistor may terminate the Agistee's right to agist the Horse if:

- the Agistee fails to pay any money when it falls due;
- a representation by the Agistee is false or misleading or, in the Agistor's sole opinion, it is likely to be so; or
- the Agistee fails to observe or perform any of its obligations in accordance with this contract.

A written notice advising the Agistee of the termination must be given to the Agistee. The Agistee is taken to have received the notice: if hand delivered - on delivery; if sent by sms or email - when electronic delivery is confirmed; if sent by pre-paid regular mail - on the 3rd business day after the date it is mailed.

On and from the date that the Agistee is taken to have received the notice of termination:

- the Agistor may exercise the rights conferred under the heading 'Overdue Money' below;
- the Horse is taken to be trespassing and the Agistor may



impound the Horse under section 12 of the Impounding Act 1993 (NSW) and take it to the nearest convenient pound;

- the Agistor ceases to be liable, as bailee or otherwise, for any harm to the Horse however caused;
- the Agistee must pay the Agistor a daily fee proportional to the fee in item 8 for each day the Horse remains on the Land; and
- the Agistee may collect the Horse, if (and only if) the Agistee does not owe any money to, and is not liable to indemnify, the Agistor.

The right to agist the Horse automatically ends without the need for any notice or accrual of time if, in the Agistor's sole opinion: the Land is unsuitable for agistment because of fire, flood or drought; or the Agistee directly or indirectly denigrates, abuses, threatens or harasses the Agistor or any of its officers, employees or agents. No compensation will be payable to the Agistee in respect of such termination and the Agistee must collect the Horse within 7 days of being requested by the Agistor to do so.

### OVERDUE MONEY

Whether or not the Agistor has terminated the Agistee's right to agist the Horse, if any money owing to the Agistor or a 3rd party service provider is overdue or the Agistee is liable to indemnify the Agistor:

- the Agistor may retain the Horse together with all personal property belonging to or in the possession of the Agistee (**Goods**) until the money is paid or the liability is satisfied;
- the money or liability is deductible by the Agistor from the security deposit; and
- the Agistee irrevocably appoints the Agistor's authorised representatives individually as his or her agent with full authority and power to sell, dispose of or otherwise deal with the Horse and the Goods either together or separately by any means, to any person, on any terms that the Agistor considers appropriate in its sole absolute discretion.

The proceeds of sale, disposal or other dealing with the Horse or Goods must be applied to pay the costs associated with the sale, disposal or dealing, second, in satisfaction of the money due and payable to the Agistor or third party, third, to discharge any liability to indemnify the Agistor or its employees, agents or contractors, and fourth, the remainder (if any) to the Agistee.

### INDEMNITY

The Agistee indemnifies and holds the Agistor harmless from and against all claims, actions, losses, costs and expenses (including legal fees on a solicitor/own client basis) by reason of or relating to:

- sickness, injury or death of the Horse;
- breach of this contract or the Rules by the Agistee
- failure to pay money when it falls due for payment to the Agistor or any 3rd party on account of the Horse;
- damage caused by the Horse to any person or property;
- termination of the Agistee's right to agist the Horse;
- impounding the Horse; and
- the exercise or attempted exercise by the Agistor of any rights or powers under this contract or at law.

The Agistor may deduct any money owing from the security deposit, or withhold the deposit until the liability to indemnify is quantified and then deduct such sum from the deposit in discharge of the indemnity.

### LIABILITY

The Agistor and its employees, agents and contractors, whether acting in their own right or as agent of the Agistee will not be liable to the Agistee by reason of or relating to:

- sickness, injury or death of the Horse;
- loss of or damage to the Goods, or any personal property in the possession or under the control of any person allowed onto the Land by the Agistee; or
- death of or harm to the Agistee - however caused including, without limitation, the negligence of the Agistor.

If the above exclusion of liability is declared void, voidable or unenforceable by a court, the Agistor's liability is limited to the cost of re-supplying the agistment services.

### GENERAL

- If a party comprises 2 or more persons, this contract binds them together and individually.
- In this contract 'vice' means a bad habit which so affects the Horse's temperament or health as to make it potentially injurious to people or other horses.
- No alteration to this contract is binding unless it is written and signed by the parties.
- The law of New South Wales applies to this contract. The parties submit unconditionally to the exclusive jurisdiction of the courts and tribunals of that State in relation to any claim or dispute between them arising under or in relation to this contract.
- This contract embodies the entire understanding and the whole agreement of the parties relative to its subject matter. Unless a prior representation or warranty (oral or written) is reproduced in this contract, it is not binding or enforceable, was not relied upon by the Agistee and does not constitute any collateral agreement, warranty or understanding between the parties.
- Reference to Horse is to each horse identified in item 4 and every horse owned by or under the control of the Agistee that is delivered to the Agistor from time to time.
- The Agistee may at its own cost in every respect, with the Agistor's consent (conditional or otherwise), construct a horse shelter or other structure, in a location and in accordance with specifications pre-approved by the Agistor. The Agistee acknowledges: the structure becomes a fixture on the Land once constructed and as part of the Land belongs absolutely to the Agistor; the Agistee has no right of claim, title or interest in or to the structure; and the Agistee must never dismantle or remove any part of it. The Agistor has no obligation to contribute to construction costs or to compensate the Agistee for the construction under this contract, at law or in equity, on any basis (including for quantum meruit or unjust enrichment).



## SCHEDULE

### Item 1 - Agistor's contact details

225 Spring Creek Rd  
Mt Hunter NSW 2570  
PO Box 363 Camden NSW 2570  
T: (02) 4654 5907 M: 0407 877 766  
E: sandra@springcreekpark.com.au

### Item 2 - Agistee's contact details

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
T: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Name of emergency contact: \_\_\_\_\_  
\_\_\_\_\_ T: \_\_\_\_\_  
Email: \_\_\_\_\_

### Item 3 - Address of Land

225 Spring Creek Rd, Mt Hunter, NSW, 2570

### Item 4 - Horse's name and identification, as well as any foal. Include brands, microchip and registration numbers

### Item 5 - Date agistment starts

**Item 6** - Date agistment ends (if unspecified, either party may bring the term to an end on 4 weeks prior notice to the other. The Agistee must pay the Agistor 4 weeks agistment fee in lieu of notice)

### Item 7 - Hours of entry onto the Land

### Item 8 - Agistment fee incl.GST

\$ \_\_\_\_\_ a \_\_\_\_\_, payable  
\_\_\_\_\_ in advance

### Item 9 - Agistment services and facilities (be precise)

### Item 10 - Vices (if none, say 'nil')

### Item 11 - Pre-existing injuries (if none, say 'nil')

## SIGNATURES AND DATE

Date.....

Signed by Spring Creek Park Agistment's representative .....

Signed by the Agistee.....