Application to Use the Facilities at

Tonimbuk Equestrian Centre

It is important to us here at Tonimbuk Equestrian Centre that your use of our facility is enjoyable and that your event is successful.

In order to confirm your booking, to minimize any misunderstandings and to assist us with the preparation, please complete this form and return it along with your deposit as soon as possible.

Please also take some time to document any special pricing, arrangements and conditions and please feel free to contact us if you would like to further discuss your requirements,

**Name of Organisation**: …………………………………………………………………………………….

Billing address: ………………………………………………………………………………………………..

…………………………………………………………………………………………………………………..

Phone: ( ) ……………………….. Fax: ( ) ……………………………………

Website: ……………………………………………………………………………………………………….

Email: …………………………………………………………………………………………………………..

**Event Organiser/Contact Person**: …..…………………………………………………………………….

**Position…………………..**

Telephone: Business: ( ) ……………………….. After Hours: ( ) ……………………………………

Mobile: ( ) ……………………………………

Email: …………………………………………………………………………………………………………..

**Terms and conditions for the right to use the facilities at Tonimbuk Equestrian Centre, Managed by Tonimbuk Horse Trials Committee Inc. for the purpose of conducting events.**

Please read these terms and conditions for events carefully prior to signing.

**COVID-19 Declaration:**

**It is the responsibility of the organizing committee to know the current Covid regulations for Victoria and ensure that all persons attending the event comply with these regulations.**

On behalf of the hiring committee I agree that the hirers will abide by the current Covid rules governing Victoria.

Signed on behalf of hirer/organizing committee:

Signature…………………………………………………..

Name……………………………………………………….

Position …………………………………………………….

1. **Event details**
	1. An event plan, with any special access needs (heavy vehicles, equipment deliveries etc) must be given to Tonimbuk Horse Trials Committee Inc. (hereinafter referred to as THTC) at least one week prior to the proposed commencement date.
	2. THTC shall notify Event Organiser of any required changes to the operational plan, which must be incorporated into it. Unless otherwise agreed by THTC, the Event Organiser must comply with the event operational plan.
	3. A deposit of fifty percent (50%) of the total facility use fee must be received by THTC in order to confirm a booking. This should be paid within 1 week of booking being approved by the committee. If an event is cancelled, refund of this deposit will be considered on a case by case basis, however THTC, will, at its discretion, attempt to reschedule the event at another time agreeable with both THTC and the Event Organiser. In this circumstance THTC will credit the deposit already received towards hire fee for the rescheduled event.
	4. Unless otherwise agreed by THTC, the full payment for the facility use fee must be received by THTC seven days prior to the first day of the event. Ample notice must be given if an invoice is required.
	5. Any activity undertaken by the Event Organiser or by any of the event participants that is not included within the official program of events, that was submitted to THTC and subsequently approved by THTC is not permitted.
	6. THTC reserves the right to cancel any event due to safety issues or any breach of the terms and conditions under which approval to hold the event at TEC was approved.
	7. THTC also reserves the right to cancel an event due to unforeseen circumstances. In this circumstance any monies received by THTC will be refunded.
2. **Signage, advertising and any notice to be displayed at the Event**
	1. Advertising signage and notices associated with the event held at TEC can only be erected during set up of the event and must be removed immediately after the event. This includes the attachment of competitor information sheets, including competitor listings and results, to any part of the infrastructure at TEC. All signage must meet safety requirements.
3. **Intellectual Property Warranty**

The Event Organiser warrants that it owns the intellectual property in the event and the event does not breach any intellectual property laws and agrees to indemnify THTC for any loss or damage suffered or incurred as a result of a breach of this warranty.

1. **Public Liability**

Public liability insurance for no less than ten million dollars ($10,000,000.00) per occurrence is required to be held by the Event Organiser for the event.. THTC reserves the right to reject any event application if it is of the opinion that that particular activity which the Event Organiser intends to undertake is not covered by insurance.

1. **Medical requirements**

It is the responsibility of the Event Organiser to ensure that adequate medical and first-aid measures are provided at the TEC for competitors, spectators and officials associated with the event. THTC must be notified if any persons associated with the event receive medical assistance as a direct result of the event, whether assistance comes from on-site medical facilities or other emergency services not associated with the Event Organiser, such as ambulance, hospital.

1. **Hours of Operation**

TEC is not open to the public. The Event Organiser will need to make arrangements and negotiate to use the TEC outside the hire period for the purpose of setting up their event. The event organizer will be provided with a unique code to open areas hired and can open at any time on the day of hire. The event organisers MUST lock the TEC at the conclusion of their event ensuring all lights are turned off and all areas including the main gate are locked.

1. **Facilities to be left in a clean and undamaged condition.**

The Event Organiser will, when the event has finished, leave the areas of the TEC used by the Event Organiser in the condition and state of repair as is consistent with normal wear and tear as could reasonably be expected from such an event. Without limiting this obligation the Event Organiser agrees to ensure all waste both human and animal is placed in the areas provide at the TEC on or prior to the termination date. If the Event Organiser fails to comply with these obligations TEC may take all action it determines is necessary to rectify that default. The Event Organiser must meet the TEC’s costs for taking that action. A separate invoice will be issued to the Event Organiser for costs incurred in relation to any breach of these conditions. The Event Organiser agrees to pay any additional invoices within 14 days after receipt thereof.

1. **Sale of Goods and Services and Trade Exhibitors/commercial operators.**
	1. If the Event Organiser wishes to appoint trade exhibitors/commercial operators to provide goods and/or services during the event, the Event Organiser must ensure that each proposed trade exhibitor/commercial operator:

 (a) has in place and maintains occurrence based public liability insurance for an amount of not less than ten million dollars ($10,000,000);

 (b) follows all relevant legislation and has in place all necessary permits and licenses required including a COVID safe plan; and

 (c) follows all directions and instructions given by any person appointed by THTC

9.2. The Event Organiser agrees to indemnify and keep indemnified the THTC its officers, agents and contractor against all liability whatsoever and howsoever arising relating to or in connection with the trade exhibitors/commercial operators.

1. **Marquees and temporary structures**

The erection, appearance and site location of marquees, tents, platforms and temporary grandstands at TEC is subject to the approval of THTC. All structures are to be erected/removed, at the Event Organiser’s cost, at an agreed time between the Event Organiser and THTC and must meet relevant safety regulations.

1. **Commercial Filming and Photography**
	1. Commercial filming or photography is permitted The Event Organiser must receive written consent from THTC.
	2. The Event Organiser grants the right to THTC to record, in any manner, without limitation, the event or any part of the event, for event management and marketing purposes.
2. **Warranties**

 The Event Organiser warrants that it has in place all necessary permits and licenses required to hold the event.

1. **Safety**

The Event Organiser agrees to conduct the event with proper regard to the preservation of public safety and not to do or omit to do anything which might in any way endanger the TEC, including without limitation, any person and any equipment, chattels or goods at any time at the TEC, whether the property of the TEC or not. All riders and hirers must adhere to the TEC and THTC Code of Conduct. Copies of which are posted inside the Arena.

1. **Direction of venue management**

The Event Organiser agrees to follow any directions or instructions given by any person appointed by the THTC to manage and control TEC and to follow any directions displayed in TEC.

1. **Reservation of right**

The THTC reserves the right to override any decision or action of the Event Organiser in relation to the event or use of the facilities if the THTC, in its sole discretion, deems the decision or action to be detrimental to the TEC or safety generally.

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1. **No Assignment of Right to Use**

 The Event Organiser may not assign all or any part of its rights to use the TEC.

1. **Dogs**

All dogs are to remain on a lead whilst on the venue and are not to enter the indoor arenas under any circumstances.

1. **Access and Control**

The Event Organiser acknowledges that access has only been granted to those areas of the TEC facility that have been granted the right to use. The Event Organiser agrees to restrict access to all other areas of the facility to all event participants including competitors, officials and spectators. The Event Organiser also acknowledges that the control of children is particularly important around horses and agrees to ensure that all children at the event are properly controlled and supervised at all times.

1. **Refusal of admission**

The Event Organiser acknowledges that the THTC reserves to itself the right to refuse admission to, or cause to be removed from, the TEC venue any person who has not or is not adhering to the conditions of use of the facility, or is not in good financial standing with THTC, or whose behavior is, in the opinion of the THTC objectionable, improper or undesirable

1. **Miscellaneous**
	1. MANURE IN ARENAS – The Event Organiser will, throughout the entire duration of the event, pick up all manure from the riding arenas as soon as possible after it has been dropped. All manure both from arenas and around the venue MUST be placed in manure pits and NOT on the garden beds.
	2. LIGHTS – The Event Organiser will, throughout the entire duration of the event, ensure that all lighting is turned off when not in use and agrees to pay any additional costs incurred that is in excess of the agreed usage.
	3. COACH QUALIFICATIONS & INSURANCE – All instruction undertaken at TEC must be undertaken by a registered NCAS Level 1 Coach and above or equivalent International Coaching Qualification. There is no exception to this and all hire of the facilities for the purpose of Coaching riders must adhere to the above.
	4. FACILITY GROOMING - The Event Organiser agrees to ensure that any areas requiring maintenance by THTC during the event are clear of any equipment that may impede the equipment used to perform the grooming.
	5. USE OF STRAW – The use of straw is not permitted at TEC. This applies to all facilities including all stables, riding arenas and car park but does not apply to the cross country course.
	6. BEHAVIOUR – The Event Organiser will ensure that its competitors, officials and spectators behave appropriately at all times and will ensure that anyone not doing so immediately vacates the TEC
	7. ADDITIONAL CLEANING – Whilst THTC ensures the cleanliness of the facilities prior to the event, it does not provide for cleaning services during the event. Events of greater than two days duration may need to arrange for additional cleaning of the bathrooms, canteen area and the emptying of rubbish bins into the skip.
	8. WATER – Whilst TEC has fresh water storage tanks capable of holding 100,000 litres and extensive dam water reserves suitable for watering/washing horses, it may be necessary to supplement these resources in times of drought and at the end of the summer period. Any cost of additional water will be at the hirer’s expense.

**Acceptance of terms and conditions for events**

I/We acknowledge that I/we read all three pages of the document “Terms and conditions for the right to use the facilities at Tonimbuk Equestrian Centre managed by Tonimbuk Horse Trials Committee Inc for the purpose of conducting events”, items numbered one through to twenty, and accept the terms and conditions contained within this document, which forms part of this “Application to Use the Facilities at Tonimbuk Equestrian Centre” form and do agree to comply with them and acknowledge and agree that the terms and conditions form part of this contract.

I/We agree to comply with the “Application to Use the Facilities at Tonimbuk Equestrian Centre managed by Tonimbuk Horse Trials Committee for an Event” booking form and the terms and conditions for events.

Signature of events organiser …………………………………………………………

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(Print Name)

Position in organisation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Must be an authorised officer of the Event Organiser)Application to Use the Facilities at Tonimbuk Equestrian Centre for an Event

*(Effective – 1st January 2023)*

Event Name: …………………………………………………………………………………………………..

Event dates: Start: …………………………………………… Finish: ……………………………………..

Arrival date/time: ………………………………… Departure date/time ………………………………

Number of Horses Attending (approximately): ……………………………………………………………..

|  |  |  |
| --- | --- | --- |
| INDOOR ARENA 1. per day  | ..….. x $500.00 |  |
| INDOOR ARENA 2. Per day | ……… x $1000.00 |  |
| INDOOR ARENA 1 & 2. Per day | ..….. x $1250.00 |  |
| INDOOR ARENA 1. Half Day Hire (5 Hours) | $350.00 |  |
| INDOOR ARENA 2. Half Day Hire (5 Hours) | Not available |  |
| OUTSIDE ARENA 3. per day  per day if hired in conjunction with an indoor arena.  | ..….. x $200.00..….. x $150.00 |  |
| OUTSIDE ARENA 4. per day  per day if hired in conjunction with an indoor arena | ..….. x $200.00..….. x $150.00 |  |
| CROSS COUNTRY per day | POA |  |
| AMENITIES FEE – $10.00 per day for each horse . (Must be collected by the hirer for every horse involved with the event or activity).  | ….. x $10.00 x days  |  |
| CLEANING DEPOSIT – will be refunded if venue left clean as per agreement | $200 |  |
| ADDITIONAL CLEANING & RUBBISH REMOVAL – for events greater than 2 days duration. - see Terms & Conditions 20.7  | POA |  |
| UNIT HIRE  – Unit 1 per night (ensuite and cooking facilities) – Unit 2 per night (ensuite) | ..….. x $75.00..….. x $50.00 |  |
| SHOW AMENITIES PACKAGE – Judges/Secretaries office & P.A with corded mic. (Only available if Indoor 1hired)NB There is $200 bond per roaming microphone if required, refundable on return | ..….. x $50.00 |  |
| * Microphone Bond (Refundable)
 | ..….. x $200.00 |  |
| STABLES – per day - From 5.00 pm until 5.00pm next day.(Must supply own bedding not straw, feed, and water buckets)Manure MUST be placed in Manure pits close to all stables. Not in Garden Beds | ..….. x $25.00 |  |
| UNDER COVER YARDS – per day - From 5.00 pm until 5.00pm next day. Only 10 yards(Must supply own bedding, feed, and water buckets) | ..….. x $20.00 |  |
| SELF ERECTED TEMPORARY YARDS – per day - From 5.00 pm until 5.00pm next day. Yards must be EA approved | ..….. x $5.00 |  |
| CAMPING – Powered Site per night  – Unpowered Site per night  | ..….. x $20.00..….. x $10.00 |  |
| CAMPING – Powered Site – Weekly (5-7 nights) – Unpowered Site – Weekly (5-7 nights) | ..….. x $75.00..….. x $50.00 |  |
| STABLE & YARD BOND – Hirers to pay a stable bond to be refunded if all stables hired are left clean and Manure placed in pits | ..….. x $500.00 |  |
| SHOW JUMPING EQUIPMENT – per day  | ..….. x $300.00 |  |
| DRESSAGE ARENA EQUIPMENT - per set - per day Not constructed | ..….. x $100.00 |  |
| CANTEEN AREA – includes power and rubbish removal | ..….. x $50.00  |  |
| OUTSIDE FOOD VAN – per van per day | ..….. x $50.00 |  |
| TOTAL AMOUNT (includes GST) |  |

Deposit Amount Due (50% total cost) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Any Special requirements?**

*For example – special arrangements for stallions, interstate competitors, competitors arriving early, supply of stable bedding, arena preparation, set up arrangements, etc.*

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For events greater than 2 days duration and also exceeds 150 horses - Additional Cleaning requirements and rubbish removal will probably be required. Areas include Showers/toilets, canteen area, public area of indoor arena and rubbish collection removal from all areas.

Please list your requirements and arrangements.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Payment details: This becomes a TAX INVOICE upon payment

Our preferred method of payment is direct deposit to our bank account

Account details:

BSB 633-000
AC 145709747
Tonimbuk Horse Trials Committee Inc

If this is not possible, email us and we will give you an address for cheques to be forwarded to. Cheques payable to “Tonimbuk Horse Trials Inc”

If paying by EFT please send confirmation number via email to info@tonimbukhorsetrials.com.au

*EFT confirmation number is \_\_\_\_\_\_\_\_\_*

Signed: ……………………………………………………………….

Position: ………………………………………………………………

Date: …………………………………………………………………