



Agistment Guide

Crystal
Cascades
HORSE PARK

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1.0 INTRODUCTION

Crystal Cascades Horse Park (CCHP) has been established to meet the need for a fully integrated equestrian facility (incorporating a riding school) in the Cairns area. CCHP provides the opportunity for families and individuals to experience the joy of horses (some for the first time).

Some of you may be lucky enough to already own your own horses and are looking for a new home for them that better suits your needs, others may not have the opportunity to own a horse and would like to use our riding school horses to develop horse riding and horse management skills.

CCHP provides top class, horse-safe agistment facilities, an extensive program of riding school lessons for children and adults and riding facilities that are unrivalled in Far North Queensland.

Horse riding is a fantastic activity for all the family to be involved in. It is fun, great exercise and teaches respect, discipline and responsibility.

If you are looking for a safe and fun environment to agist your horse or learn to ride then Crystal Cascades Horse Park is the place for you.

All enquires are welcome so please give us a call. We look forward to seeing you at Crystal Cascades Horse Park soon!

If you like more information please contact:

Karen Flanagan (General Manager) on Mobile: 0439 310 222

Email: karen@crystalcascadeshorsepark.com.au

2.0 THIS GUIDE

This Agistment Guide provides specific details in relation to agistment at Crystal Cascades Horse Park (CCHP).

All agistees are required to abide by the provisions contained in this document, Agistment Application/Contract, information signage located on site and any management decisions and instructions advised on a day to day basis.

The Agistee (unless "Full Board has been previously arranged with management) is responsible for the full day to day care, custody and control of their horse agisted at the Horse Park. All costs connected with the agistment of the horse are borne by the agistee.

Due to the constant high demand for quality agistment and riding facilities in the Cairns area priority will be given to agistees who are active riders who will make regular use of the facilities.

CCHP has taken the following industry guides and codes into consideration in the development of this Agistment Guide:

- The Code of Practice for Horse Riding Schools, Trail Riding Establishments and Horse Hiring Establishments Industry of January 2002, Queensland Government DETIR.
- Workplace Health and Safety Act of 1995 (Amended October 2000), Queensland Government DETIR.
- HorseSafe Code of Practice for Agistment, Hire and Tuition of July 2003, Australian Horse Industry Council.
- Standards for Group Riding Programs, Association for Horsemanship, Safety and Education
- "Draft" Infection Control Guideline for Animal Contact for Petting Zoo/Animal Farm/Animal Show Operators, Education and Childcare Services, June 2007, Queensland Health

A copy of each of these documents is available for perusal in the Office.

3.0 PRIVACY STATEMENT (PRIVACY ACT 1998)

Personal information supplied by agistees through the completion of Agistment Application/Contract forms etc. is needed to ensure their safety during their time at CCHP. The information members provide will not be supplied to any other person or organisation or used for any other purpose than that for which it is provided.

4.0 SAFETY AT CCHP

4.1 General

CCHP management and staff are aware that horse related activities are inherently risky. In order to maintain a high level of safety at CCHP at all times we require all agistees, customers, visitors (including trainers, farriers, vets) etc to abide by the Policies and Procedures that have been developed for use of the facility. **Agistees are required to report any safety issues to management immediately they are evident.**

People undertaking horse related activities have a higher risk of serious injury than participants in most other sports.

Most accidents involving people and horses are caused by carelessness, ignorance or unforeseen circumstances.

CCHP management and staff seek to maintain a high level of safety at the facility through:

- Implementation of rules and regulations associated with the use of the facility;
- Induction of new agistees prior to their use of the facilities;
- Assessment of the horsemanship/riding skills of all new agistees by a Senior Riding Instructor prior to the agistee using the riding facilities;
- Conduct of regular checks of CCHP facilities and equipment;
- Random inspections of agistees equipment and tack;
- Adherence with horse industry codes and guidelines
- Continued education/training of staff and customers in the safe riding and handling of horses.

Prerequisites for using the facilities at CCHP are consideration for other riders, respect for one's horse and awareness of possible risks.

It is imperative that all CCHP customers maintain a high level of safety in the conduct of their horse activities at the facility. **CCHP customers are responsible for complying with the facility's rules and regulations at all times.** Failure to do so may result in injury to riders, horses or others and may result in action being taken by management.

Safety at CCHP is paramount at all times so agistees must:

- wear approved safety riding helmets at all times;
- wear appropriate clothing and footwear at all times, whether riding or handling your horse; and
- maintain riding equipment in good order.

4.2 Insurance

CCHP has current public liability insurance coverage for Equine Related activities through Affinity Risk Partners. A copy of the Certificate of Currency is included as **Appendix A**.

It is highly recommended that Agistees take out Personal Injury insurance for themselves and insurance coverage for their agisted horse and tack.

4.3 Emergency Procedure

In the case of emergency, CCHP First Aid qualified staff will immediately attend to the customer and apply any necessary First Aid. Staff will notify reception and advise of action i.e. call ambulance, send a car or other, and also advise of location.

Name	Phone #
Emergency	000
CCHP Reception	07 40393143
Karen Flanagan	0439 310222
Erin Flanagan	0448 188 274

4.4 Emergency Services Phone Call (must be notified to the office)

In the case of a call placed with Emergency Services – “000”

- State your name and Company
- Nature of accident and injury.
- Status of patient i.e. signs/symptoms (consciousness, blood loss etc.).
- Describe any First Aid procedures already applied.
- Describe exact location of patient (access restrictions etc.).
- Stay on the line and answer any other questions.

4.5 First Aid

Human First Aid kits are located in reception and in the stable area. It is highly recommended that agistees maintain their own Horse First Aid kit and keep it in their stable area.

All senior CCHP staff have a current Senior First Aid certificate.

5.0 OUR STAFF

All staff riding instructors at the facility have a minimum Horse Safe Australia qualification (<http://www.horsesafetyaustralia.com.au>). This qualification is recognised by the Queensland Education Department. The facility will be seeking Horse Safety Australia Site accreditation in 2010.

6.0 CCHP FACILITIES

CCHP has been designed with the safety of clients, staff, riders and horses paramount.

The location of CCHP (outside the floodplain) and the design /layout of its facilities (including the first and only covered riding arena in Cairns) means we are able to provide agistment and riding facilities that can be used all year round. Given the heat and prolonged wet seasons experienced in recent years our facilities enable clients to ride and train their horses and for events to be held during the traditional off season of November to April and riding lessons to operate throughout the day and year.

Our facilities include:

- Riding School with a wide range of quality horses and ponies. Lessons will be generally conducted in the covered arena.
- 14 Single Horse Private Agistment paddocks (majority with stable and private tack/feed storage)
- 6 Double Horse Agistment paddocks (majority with stable and private tack/feed storage)
- 2 Multiple Horse agistment paddocks (maximum 5 horses, no tack or storage facilities provided)
- 70m x 30m covered, lit, fenced sand arena
- 70m x 30m outdoor sand arena
- 60 x 20 outdoor sand arena
- Two 17m dia. round yards
- large fenced, grassed riding area for groundwork, warming up and cooling down
- car parking for riding school customers
- tack room and feed storage area for school horses
- facilities building incorporating reception with tea and coffee facilities, showers and toilets

7.0 AGISTMENT FACILITIES

CCHP agistment facilities are unique in Cairns. The agistment paddocks are free draining with horse-safe fencing and are located in close proximity to purpose built riding and training facilities.

CCHP has single, double and multiple horse paddocks available for long-term agistment. Short term agistment may be available from time to time subject to management approval.

The majority of paddocks include a covered stable incorporating an enclosed, lockable tack and feed storage facility so that you can store your tack and feed onsite. Those paddocks which do not have a stable have sufficient natural cover to provide shelter from the elements.

The majority of the paddocks are configured to enable you to park adjacent to your paddock. Those that do not allow this are only a short walk from a central parking location.

Appendix B shows a plan of the facility and paddock layouts.

The paddock fencing consists of capped star pickets with an "Equifence" top wire and two strands of plain wire. All fencing will be maintained and repaired by CCHP staff.

Agistees currently have free use of all outdoor facilities.

The covered arena is also available for use by Agistees. Use is subject to booking and payment of an hourly hire fee. Bookings must be made in advance and scheduled times strictly adhered to. The primary use of the arena is for the conduct of riding lessons as part of the CCHP riding school. Agistees will be notified should the arena not be available.

Agistees using the facilities at CCHP must conduct themselves in a proper and reasonable manner and maintain control of their horse at all times. Agistees are responsible for the well-being and safety of their horse at all times and must pay due regard to all other riders, persons and horses using the facilities.

8.0 AGISTMENT SERVICES

CCHP is able to tailor our agistment services to meet individual needs. If there is a service required that is not currently offered management are more than willing to endeavour to accommodate these additional requirements.

Included in the basic agistment fee is the general maintenance of the paddocks and common areas ie. weed control, fence line maintenance and repairs, regular mowing etc. The agistee is required to collect manure on a daily basis and stockpile in an accessible location in the paddock for weekly disposal by CCHP staff.

Schedule of Agistment Services

Type of Agistment Service	Fees (inc GST)
Private Single Horse Paddock (DIY) – Paddocks 19-28 Agistee is responsible for full care of the horse including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$15.00/day
Private Single Horse Paddock (DIY) – Paddocks 1-6 Agistee is responsible for full care of the horse including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$11.00/day
Double Horse Paddock (DIY) Paddocks 29-32 Agistee is responsible for full care of the horses including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$12.00/day/horse
Group Horse Paddock (DIY) – max 5 horses Agistee is responsible for full care of the horses including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$8.00/day/horse
Additional Services (provided by CCHP staff)	
Manure Maintenance (collection and removal from paddock on weekly basis)	\$22.00/week
Hand Feeding (feed supplied and mixed in individual bags by Agistee)	\$5.50/feed
Rugging and Unrugging (daily)	\$11.00/day
Hand Feeding (feed supplied by CCHP)	\$11.00/feed
Bath and Shampoo	\$33.00/time
Grooming	\$33.00/time
Riding Preparation (grooming, tacking up, wash down)	\$33.00/time
Exercising of Horse (Lunging and/or Riding)	\$44.00/ ½ hour
Show Preparation	By agreement
Full Board (including agistment, 2 feeds per day, rug changes, stable cleaning, manure maintenance)	By Agreement
Arena and Facility Hire (by Agistees)	
Use of Covered Arena (no lights)	\$15.00/hour (Buy a block of 10hrs for \$110.00)
Use of Covered Arena (with lights)	\$22/hour (Buy a block of 10hrs for \$160.00)
Extra Services	
Float Parking (in your paddock)	Included in agistment fee
Farrier (trim only)	By Agreement
Farrier (shoes)	By agreement
Regular Worming	\$33.00/time plus cost of Worming Paste

9.0 APPLYING FOR AGISTMENT

An Agistment Application/Contract form (**Appendix C**) must be completed and lodged for each horse to be agisted at the facility. **Lodgement of an Agistment Application/Contract form does not guarantee an agistment place at CCHP.**

The Agistment Application/Contract can only be made by adults over 18 years of age. In the case of agistment being required for a horse owned by a person under 18 years of age the application must be made by the child's parent or guardian. The applicant (ie parent or guardian) must ensure that the child is accompanied by a responsible adult at all times whilst on CCHP property. It is recommended that details of all immediate family members that may feed/handle/ride the horse be included on the Agistment Application/Contract

All agistment applicants will be interviewed by the General Manager following submission of the Application form in order to ascertain your needs and ensure you are aware of CCHP policies, rules and regulations. The Agistment Application/Contract will be subject to approval by the General Manager and agistment places being available.

Approval of the Agistment Application/Contract will form the Agistment Contract between the Agistee and CCHP.

The Agistment Application/Contract (one per horse) covers:

- Agistee details
- Full details of the horse to be agisted including name, age, gender together with a physical description (ie colour, markings (brands, whorls and scars), etc.)
- Pre-existing injuries, ailments or vices (**NB. Wind sucking, cribbing, weaving, biting, kicking are notifiable vices**)
- Vaccination record for such conditions as tetanus and strangles and dates of any relevant treatments, e.g. worming, teeth care
- Agistment and ancillary services required
- Terms and Conditions

10.0 TRANSFER OF AGISTMENT

Agistment is not transferable. The agistment runs with the agistee. Therefore should the agistee sell or lease the horse to another person the horse must be removed from CCHP and a new application for agistment be made.

11.0 AGISTMENT SERVICE FEES

Agistment Service fees are set by CCHP management. Agistment Service fees may be increased at any time by CCHP however four weeks written notice will be provided. Agistment Service Fees will be increased in July each year by at least the CPI increase. The current Agistment Service Fee price list is set out in Section 8.0.

120 BONDS

A bond equal to four weeks agistment fees per application is required prior to commencement of the agistment period. The bond will be refunded in full when agistment ceases. However if there are any agistment fees or other service fees outstanding these costs will be deducted from the bond prior to refund.

13.0 PAYMENT OF AGISTMENT FEES

Agistment fees must be paid four weeks in advance. A Tax Invoice will be issued on 21st of each month. Payment within 7 days of dated invoice is required. Agistment may be terminated if payment is more than two weeks in arrears.

It is preferred that Agistment fees be paid by Direct Debit into the Crystal Cascades Horse Park bank account.

Details are:

Account Name: Crystal Cascades Horse Park Pty Ltd

BSB: 064-804

Account: 1329 1710

Please include your surname on your transaction to identify your payment.

Cheques, and Cash are also acceptable.

14.0 FAILURE TO PAY AGISTMENT FEES

Failure to pay agistment fees in accordance with the agistment contract requirements may result in the agistment contract being terminated and require removal of the horse from the facility within 14 days.

If agistment fees are more than 14 days overdue and CCHP may issue a Default Notice which requires payment of the outstanding agistment fees and costs within 28 days of serving of the default notice. Failure to meet the conditions of the default notice may result in CCHP sell your horse via a public auction or tender (after 28 days). If payment of the outstanding fees is not made prior to the auction/tender and the horse is sold, the proceeds shall be distributed as follows:

- payment of all expenses incurred in such sale;
- payment of monies owing to CCHP;
- payment of balance to the agistee.

15.0 CANCELLATION OF AGISTMENT CONTRACT

Agistees must provide CCHP with two weeks written notice if the horse is to be removed from the Horse Park.

If the agistment contract is terminated by management for any reason the agistee will have 14 days from when notice is given to vacate the Park. During that time, no-one, including the agistee is permitted to ride the horse/s on CCHP property.

16.0 LIABILITY FOR LOSS, INJURY OR DAMAGE

No matter how well an agistment facility is managed, there is still the possibility of sickness or injury visiting your horse. Regrettable as these occurrences are, Crystal Cascades Horse Park will not under any circumstances be liable for such events. CCHP will make every effort to ensure your horse remains safe and healthy, but in the event that your horse does succumb to an illness or injury, all associated costs will be borne by the agistee.

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 must be removed from the CCHP premises.

17.0 SUITABILITY OF HORSES TO BE AGISTED

Stallions and rigs are not permitted to be agisted at CCHP.

Horses with vices (e.g. windsucking, cribbing, weaving, biting, kicking) must be identified on the Agistment Application. If full disclosure of your horse's vices is not made on application for agistment and subsequently become evident CCHP management may terminate the agistment contract and you will be required to remove your horse from the facility.

18.0 COMMENCEMENT OF AGISTMENT

18.1 Induction

New agistees must be inducted by the General Manager (or her nominee) prior to use of the facilities. The induction includes the following:

- Guided tour of the facilities
- Explanation of policies and procedures
- Explanation of restricted zones
- Explanation of emergency procedures
- Location of first aid kits

Following completion of the induction the agistee will acknowledge their understanding of CCHP rules and regulations by signing the Induction Register.

18.2 Capability Assessment Session

In order to maintain a high level of safety at CCHP particularly the safety of riders using the facility all riders are required to participate in a Capability Assessment Session **within one week** of commencing agistment at CCHP. Agistees **must not** ride their horse or use CCHP riding facilities until this session has been completed.

The Capability Assessment Session provides the opportunity for the agistee to demonstrate their horsemanship and riding ability so that a CCHP Senior Riding Instructor can assess their skill level and advise any restrictions that may apply to their use of CCHP facilities based on their riding level eg. An agistee who is a beginner rider would need to lead their horse to and from their agistment paddock to the fenced riding areas/arenas before mounting.

The agistee must make an appointment with a CCHP Senior Riding Instructor and complete the Agistee Capability Assessment form prior to the appointment.

19.0 OPERATING HOURS

Office Hours are generally 12pm – 6.00pm daily. Should the office be unattended please call 0439 310222.

Agistees are able to access their agistment paddocks seven days per week between the hours of 5.00am and 9.00pm. Access outside these hours must have prior approval by management.

20.0 ACCESS TO CCHP

20.1 Agistee Access

Agistees are able to access the facility seven days per week between the hours of 5.00am and 9.00pm. These days and times are set by CCHP management and may be subject to change due to operational requirements of the facility. Management will provide 24 hours notice to agistees in the case of change.

Agistees must ensure that CCHP security requirements are adhered to all times. The main driveway gate adjacent to the facilities building is automatic and must be kept closed at ALL times to prevent horses being able to get out onto Intake Road should the circumstance arise that a horse is not contained/under control (ie horse escapes from agistment paddock etc). The gate code will be issued on commencement of agistment. The code is not to be divulged to any third party, including farrier and vet.

20.2 Restricted Areas

Agistees must be aware that the property also houses Twin Streams Nursery and a residential house. Access to these areas are prohibited at all times. These areas will be advised at the induction and are well signed. Employees of Twin Streams Nursery generally access the property Monday to Friday from 8.00 to 5.00pm.

Agistees are prohibited from entering the School Horse Paddocks, the School Horse Holding Yard and Stable areas without prior approval from CCHP management.

Agistee horses are not allowed in the office and carpark area.

20.3 Vehicle Access

Whilst vehicle access to agistment paddocks is allowed agistees must comply with all signage relating to speed, right of way etc in order to ensure the safety of all users, particularly horses and riders.

Please observe the following rules:

- Maximum speed limit in all areas is 10km/hour.
- Give way to horses at all times.
- If a horse is reacting badly to the presence of your vehicle stop and turn off the engine until the horse is past.
- Park in the designated areas.
- No vehicle parking beside the waterways.

21.0 VISITORS (FAMILY, FRIENDS, POTENTIAL HORSE BUYERS, etc.)

Management acknowledges that Agistees may bring visitors to the property from time to time. Agistees must register their visitors at the office prior to them entering the property. Agistees must accompany their visitors at all times and are responsible for their actions and behaviour. Agistees must ensure that visitors abide by CCHP policies and procedures at all times.

Visitors are not allowed to drive through the property and are required to park in the carpark at the front of the property.

If the visitor intends to sit on, be lead on or ride the agistees horse they **must** be inducted and assessed by a CCHP Senior Riding Instructor as set out in Section 18.1 and 18.2 prior to doing so. An assessment fee of \$25 will apply.

If the visitor does not want to complete a capability assessment session the horse must be taken off the property to ride.

Anyone found riding a horse, or even sitting on one, on CCHP property that has not completed a capability assessment session will be immediately asked to leave the property and the agistee's agistment contract may be terminated.

22.0 HORSE PROFESSIONALS

22.1 Vet, farrier, dentist, etc

Agistees must include full contact details of their vet, farrier, etc on the Agistment Application/Contract form. Agistees must accompany these horse professionals on their first visit to CCHP and register at the office prior to entering the facility. The agistee is responsible for ensuring that these horse professionals abide by CCHP policies and procedures at all times. On subsequent visits to CCHP these horse professionals must register at the office prior to entering the facility.

22.2 Horse Trainers

Agistees who use the services of an external horse trainer/riding coach and want to use CCHP facilities for a training session **must** have the trainer complete an External Trainer Registration Form and provide evidence of appropriate insurance prior to them entering the facility. The trainer must register at the office each time they visit CCHP.

23.0 CONDUCT

23.1 General

Agistees must conduct themselves in a proper and reasonable manner and maintain control of their horse at all times. They must be responsible for the well-being and safety of their horse and pay due regard to all other riders, persons and horses at CCHP.

If it becomes apparent that the safety of others and/or horses at the facility is compromised by the actions of an agistee and/or horse an Incident Report will be initiated. While the incident is investigated the agistee and/or horse will be unable to use the facilities (ie. horse will be confined to agistment paddock). Should the investigation find the agistee/horse at fault the agistment contract may be terminated. If the agistment contract is not terminated the agistee will be required to demonstrate that they and/or their horse no longer compromise the safety of others in order to recommence use of the facilities.

The welfare of horses at CCHP is paramount. All handling/riding must ensure the health and well-being of the horse. Should an agistee be seen to treat their horse in an inhumane manner management will initiate an Incident Report. While the incident is investigated the agistee and/or horse will be unable to use the facilities (ie. horse will be confined to agistment paddock). Should the investigation find the agistee at fault the agistment contract may be terminated. If the agistment contract is not terminated the agistee will be required to demonstrate appropriate treatment of their horse in order to recommence use of the facilities.

Inhuman treatment may be described as:

- Excessively whipping or beating a horse
- Subjecting a horse to electric shock (excluding electric fences)
- Using spurs that puncture or tear the skin
- Excessively or persistently jabbing the horse in the mouth with the bit
- Mounting or remounting an exhausted, lame or injured horse
- Hyper-sensitizing any part of a horse
- Leaving a horse without adequate food, drink or exercise
- Excessively exercising a horse.

If an agistee:

- conducts themselves in a manner that is considered to be injurious or prejudicial to the character or interests of CCHP, its management, staff or customers, or.
- fails to comply with the facility's rules and regulations,

an Incident Report will be initiated and Management will provide

- A verbal notification (first instance)
- A written warning (second instance)
- Termination of Agistment Contract (third instance).

23.2 Supervision of Children

Children under the age of 18 years must be accompanied by a responsible adult at all times whether they are riding or visiting. If the accompanying adult is riding it is not acceptable for this adult to also be responsible for supervision of children on the grounds. It is highly recommended in this instance that the children not be brought to the property. Children must not be allowed to climb on fences, round yards, arena rails etc. Children must wear covered shoes whether they are riding or not. The accompanying adult is responsible for ensuring children comply with CCHP policies and procedures at all times.

23.3 Alcohol and Drug Use

Drugs are not permitted on CCHP premises at any time. Alcohol is only able to be consumed at functions authorized and/or organized by CCHP. These functions will not include horse riding activities. If alcohol or drugs are consumed prior to entering CCHP the agistee is not permitted to be mounted (ride) or access areas of CCHP other than their agistment paddock. Unacceptable behavior caused by the effects of alcohol or drug usage (through direct observation) will be immediately dealt with by CCHP management and the person will be escorted from the facility.

23.4 Smoking

Smoking is prohibited on CCHP premises except in the designated smoking areas. All smokers must ensure that all cigarette remnants are placed in the bins provided in the designated areas.

23.5 Infection Control for Animal Contact

Due to the interaction between animals, staff and clients there is a low but real risk of humans acquiring infection from the animals. In order to reduce the risk of infection at CCHP all staff and clients must follow the infection control guidelines.

Hand-washing is the most important practice in preventing the spread of disease for staff and clients. Infectious diseases may be spread from either animals or their environment to people via contaminated hands. Good hygiene practices, such as the correct hand-washing technique and washing hands at appropriate times (ie at the completion of a riding lesson, grooming etc) will decrease the risk of disease.

Agistees/riders must ensure that they always wash hands with soap and running water following contact with the horses, tack, feed, manure, etc and prior to leaving CCHP. Appropriate information, signage and wash facilities will be provided for staff and clients.

24.0 CLOTHING AND EQUIPMENT

Agistees must at all times wear clothing and footwear suitable for handling and/or riding their horse. CCHP requires the following:

24.1 Helmets

All riders must wear properly fitted AS/NZS 3838 helmets with the chinstrap correctly fitted, not damaged and less than 5 years from the manufacture date.

Helmets that have been involved in a fall when the helmet has come into contact with the ground must not be used.

Evidence of compliance with this requirement will form part of the induction process. Random gear checks will be carried out by CCHP staff to ensure Agistees comply with this requirement. Any agistee, visitor, trainer etc seen riding, or even sitting on a horse without a helmet will be asked to leave CCHP immediately and the agistee may have their agistment contract terminated.

24.2 Footwear

Appropriate footwear must be worn at all times when handling and riding horses.

When handling horses agistees must wear covered shoes (ie. sneakers or boots) to protect their feet. This applies even if agistees are just feeding their horses.

When riding agistees must wear smooth soled boots with a slight heel. Agistees are not able to wear sneakers when riding unless they are riding bareback or using stirrups with clogs fitted.

Agistees must ensure all visitors, horse professionals and trainers are wearing the appropriate footwear.

24.3 Clothing

It is suggested that agistees wear comfortable, sunsmart clothing, not too loose, not too tight. Shirts should give protection against weather and abrasions (ie at least have short sleeves – no singlet type tops to be worn. It is recommended that agistees apply sunscreen prior to handling/riding their horse.

24.4 Riding Equipment

It is important that riding equipment fits the horse correctly to protect from injuries. Regular maintenance of riding equipment is also very important as horse sweat rots stitching and leather. It is recommended that Agistees regularly check their equipment to ensure it is free from defects, particularly the stitching.

Saddles must be secured by at least two points of attachment (e.g. double buckle girth, girth and surcingles) or by a double-wrapped latigo to ensure the saddle stays in place, particularly in case the primary means of attachment becomes dislodged, undone or breaks.

Random gear checks will be carried out by CCHP staff to ensure Agistees riding equipment is in good repair.

25.0 HORSE WELFARE

25.1 Care of Your Horse

25.1.1 Feeding

Agistees are required to hand feed their horses twice daily. The feed program must be sufficient to maintain the horse's health and vitality and meet the horse's specific needs (ie. feeding diets high in cereal grain to horses that are ridden infrequently can produce unpredictable temperament and health changes that can be dangerous). Feed should be free from contamination such as mould, dust, insecticides or other substances that could be toxic.

25.1.2 Watering

Troughs must be checked and filled twice daily if not fitted with a float system. Troughs must be cleaned out weekly or as necessary to allow clean drinking water for the horses.

25.1.3 Worming, Drenching, Vaccinating,

Upon arrival at CCHP all horses must be wormed and from then on must comply with the CCHP worming schedule.

Agistees must provide CCHP with a receipt or certificate from the vet to show that the inoculations have been carried out.

25.1.4 Illness and Disease

Agistees must advise management immediately it becomes evident that their horse is suffering illness or has contracted a disease so that appropriate care and isolation measures (if required) can be put in place. CCHP staff are more than happy to assist the agistee with any required treatment, surveillance etc.

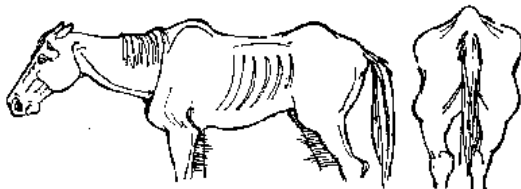
25.2 Condition of your Horse

The CCHP is in a location highly visible to the general community. In order to maintain the reputation of CCHP as a horse facility that promotes good horse care and horsemanship, horses agisted at CCHP must be maintained in “good” condition at all times.

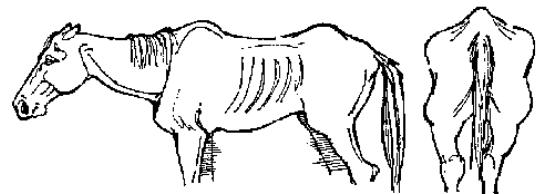
Both the horse owner and CCHP may be held legally liable if agisted horses are not properly looked after.

Management will use the following criteria (extract from AHRC Level 1 Equestrian Coach (Recreational), B & M Hartog 1998) for assessing the condition of a horse. Should the condition of your horses be assessed as “poor”, “very poor” or “very fat” you will be required to implement a feeding program to ensure your horse’s condition improves. Should you fail to do so you, your agistment contract will be terminated, and you will be required to remove your horse from CCHP immediately.

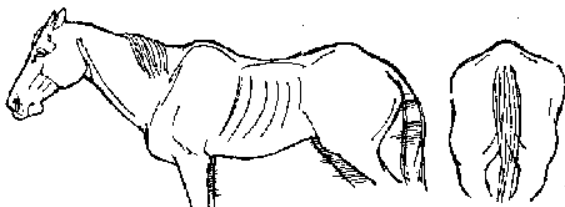
- **Very poor:**
Very sunken rump, deep cavity under the tail, bones protruding, very prominent backbone and pelvis, marked ewe neck.



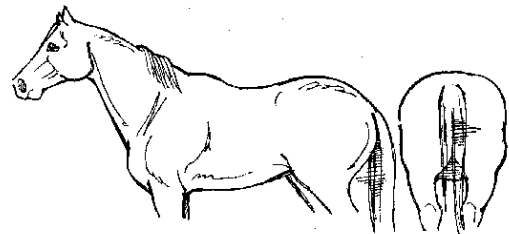
- **Poor:**
Sunken rump, cavity under tail, ribs easily visible, prominent backbone and croup, ewe neck.



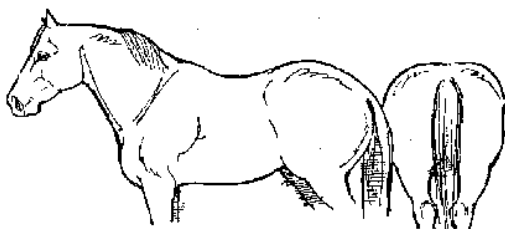
- **Moderate:**
Flat rump, hips still sticking out, ribs still visible, narrow but firm neck, backbone covered.



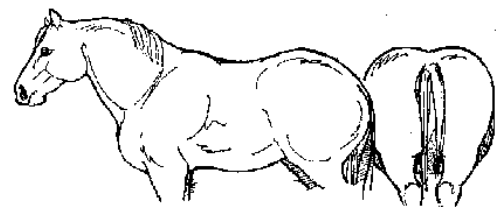
- **Good:**
Rounded rump, ribs covered, -can see them, but not count them, firm neck, no crest.



- **Fat:**
Well rounded rump, gutter along the back, ribs and pelvis hard to feel, slight crest.



- **Very fat:**
Very bulging rump, deep gutter along the back, ribs buried, mark, hardcrest, folds and ripples of fat.



Extremes on both end of the scale are not good.

25.3 Veterinary Care

Should an agisted horse require urgent veterinary attention and the agistee cannot be contacted or fails to attend when called the agistee authorizes CCHP to obtain such veterinary services as they deem necessary and agrees to pay all associated fees and expenses.

25.4 Emergency Evacuation

Should emergency evacuation be required (ie threat of bush fire, flood etc) each agistee is responsible for the evacuation of their own horse to a safe place either on the property or at an alternate location. The agistee must abide by and follow management directions.

26.0 USE OF CCHP FACILITIES

Agistees are encouraged to make full use of the facilities at CCHP. The majority of facilities are free of charge however a discounted fee is charged for use of the Covered arena. Bookings need to be made for use of the covered arena and times must be strictly adhered to. Lights will be installed on the two outdoor arenas in the future. A discounted fee for use of these arenas with lights will also be payable.

It is recommended that agistees new to the property and beginner/nervous riders lead their horses to the riding facilities. If you do choose to ride your horse to the riding facilities it must be at the walk at all times.

Agistees are reminded that vehicles do have access to most areas of the property so care must be taken when crossing or riding on roads within the property. All internal roadways maximum speed is walk. Agistees when mounted and/or unmounted must keep to the left when using internal roadways. Horses have right of way to cars traveling on internal roadways. All persons must take adequate care when crossing internal roadways.

Agistees whose paddocks are located at the rear of the property and who make use of the round yard and arena at the rear of the property are reminded that these facilities are in close proximity to a private residence. It is requested that noise be kept to a minimum particularly before 7.00am and after 5.00pm.

26.1 Agistment Paddocks

Agistees are responsible for keeping their agistment paddock, stable and tack/feed room tidy and free of rubbish at all times. It is recommended that feed be stored in vermin proof containers to prevent contamination. Management suggests that agistees sweep out their tack/feed store on a regular basis rather than hosing the area to avoid contamination of surrounding areas from water runoff. Gates to agistment paddocks must be kept closed at all times.

Agistees are responsible for ensuring their horse has access to fresh water at all times.

Agistees are encouraged to conserve water and requested to use a bucket to wash/shampoo their horse and the hose for rinsing only.

Agistees are responsible for collecting manure and stockpiling for weekly removal by CCHP staff (unless other arrangements have been made with management).

Horses are not to be tied up to wire fences or gates. Rugs are not to be hung over wire fenced or gates. It is the responsibility of the agistee to ensure that the operation of the electric fence is not compromised.

Agistees who choose to park their horse float in their agistment paddock are requested to leave sufficient room between the float and the fence so that the fence line can be easily maintained.

Feed delivered by a third party (ie stockfeed merchant) must be placed outside the agistment paddock. Vehicle access into the paddock is restricted to the agistee.

Agistees may park adjacent to their paddock but must ensure the vehicle does not block any part of the access road.

The general maintenance of paddocks will be carried out by CCHP staff. Paddocks will be mown, fertilized, weeds controlled etc on a regular basis. All maintenance and repairs will be carried out by CCHP staff. Please report all maintenance issues to the office immediately they become evident.

26.2 Riding Facilities

As noted in Section 13 all agistees must complete a Capability Assessment Session within one week of commencement of agistment at CCHP prior to riding their horse on the property.

The following facilities are available for use by agistees:

26.2.1 Round Yards

The round yards are safe areas for groundwork, lunging, and riding for beginner/nervous riders and training “green”/young horses. There should be only one horse and one rider/handler in the round yard at any time. Spectators must remain outside the arena at a safe distance with no part of their body through the round yard rails. The round yard gates are to be kept closed at all times.

26.2.2 60m x 20m Fenced Sand Arena

CCHP provides a fenced 60m x 20m sand arena at the rear of the property to cater primarily for those agistees whose paddocks are located at the rear of the property. No-one has sole use of the arena at any time unless approved by management. The fenced dressage arena fence is 1.4m high and is ideal for training and riding your horse. No more than four (4) independent riders may use the arena at the same time. A maximum of eight (8) riders may use the arena when in a lesson/clinic situation under the control of a riding instructor/coach.

An automatic sprinkler system is installed for dust management. Agistees must not adjust the sprinkler settings. Advise the office if there are any problems with the sprinkler times.

The arena gate is to be kept closed at all times.

This arena is available for use seven days/week between 6.30am and 6.30pm.

26.2.3 70m x 30m Fenced Covered Sand Arena

CCHP provides a covered, fenced 70m x 30m sand arena at the front of the property. This arena is primarily used for the Riding School however agistees are able to use the arena outside riding school operating hours.

Use of the covered arena is subject to booking and payment of a discounted hourly hire fee (this fee is a percentage of the fee charged to casual users of the facility). Bookings must be made and paid for in advance and scheduled times strictly adhered to. Agistees will be notified should the arena not be available.

No-one has sole use of the arena at any time unless approved by management. The fenced dressage arena fence is 1.4m high and is ideal for training and riding your horse. No more than four (6) independent riders may use the arena at the same time. A maximum of eight (8) riders may use the arena when in a lesson/clinic situation under the control of a riding instructor/coach.

An automatic sprinkler system is installed for dust management. Agistees must not adjust the sprinkler settings. Advise the office if there are any problems with the sprinkler times. The arena gate is to be kept closed at all times.

26.2.4 70m x 30m Unfenced Sand Arena

A second 70m x 30m sand arena is located within the main riding area adjacent to the covered arena at the front of the property to cater primarily for those agistees whose paddocks are located at the front of the property as well as day visitors. No-one has sole use of the arena at any time unless approved by management. No more than four (6) independent riders may use the arena at the same time. A maximum of eight (8) riders may use the arena when in a lesson/clinic situation under the control of a riding instructor/coach.

Beginner/Nervous riders are encouraged to use a fenced sand arena until such time as they are confident they can control their horse.

An automatic sprinkler system is installed for dust management. Agistees must not adjust the sprinkler settings. Advise the office if there are any problems with the sprinkler times.

This arena is available for use seven days/week between 6.30am and 6.30pm.

To ensure the safety of all riders using the arenas the following rules should be followed:

- Before entering the arena ensure that it is safe to do so, give warning and/or ask permission if someone else is already in the arena.
- Enter and leave the arena at a walk.
- Mount, dismount and adjust tack in the centre of the arena.
- Do not stop on the track.
- The fastest pace has right to the track.
- Riders going round the track in opposite directions pass left should to left shoulder.
- Riders on the track have right of way over those on a circle.
- For safety reasons a gap of at least one horse's length should always be left between horses.

26.2.5 Main Arena

The large fenced grass arena is available for use as a general riding area. When using this area you need to be aware of where other riders are at all times and give appropriate warning should you need to cross the path of another rider.

During the wet season it is recommended that the sand arenas be used in preference to the grassed areas.

Riders are to limit their horses to walk, trot and canter in this area.

26.2.6 Trails

CCHP provides private trails throughout the property for use by agistees. Trails may be used daily between 8.30am– 5.00pm. Trails will be closed in wet weather.

Safety is paramount. Horses that are used to being ridden in fenced arenas may not be suitable for trail riding. **Agistees must apply to use the trails and will be assessed by a CCHP Senior Riding Instructor prior to management approval to use the trails.** The agistee must abide by the instructors assessment.. A fee of \$25 will be charged for the assessment ride.

Agistees must not ride the trails alone. It is recommended that at least one rider has a mobile phone in case of emergency. Agistees must advise the office of the following details prior to setting out on a trail ride:

- Names of people participating in the trail ride
- Expected return time

Riders must limit their horses to walk and trot whilst on the trail.

Agistees must advise the office on their return.

Agistees must advise management of any safety issues on the trails as soon as they become evident.

27.0 DOGS

Dogs are not permitted to be brought onto the property. Please ensure your visitors, horse professionals and trainers are aware of this requirement.

28.0 ENVIRONMENTAL POLICY

Crystal Cascades Horse Park is committed to minimizing environmental problems and tries to achieve appropriate outcomes through:

- Disposal of rubbish in the appropriate bins (recycle / general refuse).
- Catching most run-off water from buildings.
- Removing manure from agistment paddocks, tie up areas, stalls and riding arenas.
- Disposal of this manure on a regular basis in a responsible manner.
- Working for minimal overgrazing of the land by a limitation to the overall number of horses and rotation of agistment paddocks were possible.
- Varying routes of trail rides in some cases, in others where sever erosion is not an issue, using the same paths to ensure trampling and compaction occur in minimum areas.
- Fencing the creeks to protect revegetation and promote rejuvenation of the waterways.
- Using designated creek crossings to minimize damage from horses crossing.
- Tree planting around the site.
- Use of solar energy for lighting to paddock shelters.

29.0 BLAST POLICY

CCHP is located adjacent to the Boral Quarry on Intake Road. This quarry is fully operational Monday to Friday 6.00am to 5.00pm and Saturdays generally 6.00am to 1.00pm. As part of the operations of quarry regular blasts to expose more material are carried out. The quarry operators (Boral) are required to notify CCHP of the date and time of each blast, generally several hours prior to the blast.

In order to ensure the safety of all agistees, customers and staff **no-one is to be mounted at the time of the blast.** CCHP management will advise all users of the facility on the day of the time of the blast. The blast will be signaled by a siren at the quarry which sounds for approximately 5 minutes immediately prior to the blast.



Appendix A





To Whom It May Concern

CERTIFICATE OF CURRENCY

This is to certify the insurance policy detailed below is current and in force as at 31 August 2009. The cover provided is in the terms, conditions and exclusions of the policy wording of your nominated Insurer.

Insured: Crystal Cascades Horse Park

Insured's Business: Including equine facility operation, horse riding lessons, training, agistment, equine events, trail/park rides, and share-lease of horses, and related activities

Cover: Combined General & Products Liability Insurance

Limit of Indemnity: AUD 10,000,000 any one Occurrence in respect of Public liability and in the aggregate during the Period of Insurance in respect of Product Liability

Deductibles: AUD 1,500 and every Occurrence (costs inclusive)

Insurer: Liberty Mutual Insurance Company T/As Liberty International Underwriters

Policy Number: BN-EAL-000317-09

Period of Insurance: From: 15/08/2009 at 4.00pm local standard time
To: 15/08/2010 at 4.00pm local standard time

We trust you find the above in order, however, should you have any questions, please do not hesitate to contact the undersigned.

Yours faithfully,

Tony Webster
For and on behalf of Affinity Insurance Brokers



Appendix B





17m Dia.
Round Yard

60m x 20m
Fenced Sand Area

①
1 Horse
2000m²

②
1 Horse
2000m²

③
1 Horse
2385m²

④
1 Horse
2000m²

⑤
2 Horse
3020m²

⑥
2 Horse
3610m²

⑦
1 Horse
2000m²

⑧
1 Horse
2000m²

⑨
1 Horse
2000m²

⑩
1 Horse
2000m²

⑪
1 Horse
2000m²

⑫
1 Horse
2000m²

⑬
1 Horse
2000m²

⑭
1 Horse
2000m²

⑮
1 Horse
2025m²

⑯
1 Horse
2088m²

⑰
1 Horse
2060m²





Appendix C





AGISTMENT APPLICATION/CONTRACT

Between: Crystal Cascades Horse Park Pty Ltd (CCHP)
ABN: 14 209 742 951
Intake Road
Redlynch QLD 4870

and _____ ('the client')

CLIENT DETAILS:

NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____

TELEPHONE (HOME): _____ (MOBILE): _____

(WORK): _____ EMAIL: _____

As a condition of this Agistment Contract I hereby acknowledge that I agist at CCHP at my own risk and that I am aware that activities involving horses can be hazardous and that the servants, agents, representatives or volunteers accept no responsibility or liability for any injury or loss that I might sustain as a direct or indirect consequence of whether such injury is a consequence of any act or omission by the servants, agents, representatives or volunteers except in regard to any rights I may have arising under the Trade Practices Act 1974.

I acknowledge that the safety precautions imposed are a service to me and other agistees but are not a guarantee of safety. I understand that horses are unpredictable by nature, that when frightened their instincts are to jump forward or sideways, to run away from danger, to kick, to rear up, buck or to bite. I declare that I am in sound condition and undertake agistment with the knowledge of the physical demands required.

Please note that while every reasonable attempt will be made to ensure the horse's well being, the owner leaves their horse at CCHP at their own risk

I, _____ understand all the information provided in the Agistment Guide and this contract and agree to the terms of the agistment at Crystal Cascades Horse Park.

Signed on behalf of CCHP

(CCHP)

Signed by the client:

(client)

AGISTMENT APPLICATION/CONTRACT

SCHEDULE ONE

Please indicate the ID No. of the paddock you wish to agist your horse in _____
(as shown on the plans in **Appendix B** of the Agistment Guide)

Please indicate the daily fee you would be willing to pay for this paddock _____

Please tick the services that you require:

Type of Agistment Service	Fees (inc GST)	Service Required
Private Single Horse Paddock (DIY) – Paddocks 19-28 Agistee is responsible for full care of the horse including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$15.00/day	
Private Single Horse Paddock (DIY) – Paddocks 1-6 Agistee is responsible for full care of the horse including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$11.00/day	
Double Horse Paddock (DIY) Paddocks 29-32 Agistee is responsible for full care of the horses including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$12.00/day/horse	
Group Horse Paddock (DIY) – max 5 horses Agistee is responsible for full care of the horses including supplementary feeding twice daily, exercising at least three times/week, stable cleaning, manure maintenance.	\$8.00/day/horse	
Additional Services (provided by CCHP staff)		
Manure Maintenance (collection and removal from paddock on weekly basis)	\$22.00/week	
Hand Feeding (feed supplied and mixed in individual bags by Agistee)	\$5.50/feed	
Rugging and Unrugging (daily)	\$11.00/day	
Hand Feeding (feed supplied by CCHP)	\$11.00/feed	
Bath and Shampoo	\$33.00/time	
Grooming	\$33.00/time	
Riding Preparation (grooming, tacking up, wash down)	\$33.00/time	
Exercising of Horse (Lunging and/or Riding)	\$44.00/ ½ hour	
Show Preparation	By agreement	
Full Board (including agistment, 2 feeds per day, rug changes, stable cleaning, manure maintenance)	By Agreement	
Arena and Facility Hire (by Agistees)		
Use of Covered Arena (no lights)	\$15.00/hour (Buy a block of 10hrs for \$110.00)	
Use of Covered Arena (with lights)	\$22/hour (Buy a block of 10hrs for \$160.00)	
Extra Services		
Float Parking (in your paddock)	Included in agistment fee	
Farrier (trim only)	By Agreement	
Farrier (shoes)	By agreement	
Regular Worming	\$33.00/time plus cost of Worming Paste	

AGISTMENT APPLICATION/CONTRACT

SCHEDULE TWO

DETAILS OF HORSE	
Name	
Breed	
Height	
Age	
Colour	
Sex	
Identifying Marks/Brands	
Level of Training	
Vices	
Injuries	
Recent Illness	
Name and Contact details of Regular Vet	
Name and Contact details of Regular Farrier	
Name and Contact details of Regular Dentist	
Name and Contract details of Regular Feed Supplier	



AGISTMENT APPLICATION/CONTRACT

Photograph (Near Side)	
Photograph (Off Side)	



AGISTMENT APPLICATION/CONTRACT

Photograph (Front)	
Photograph (Rear)	



AGISTMENT APPLICATION/CONTRACT

Please answer the following by ticking the appropriate box:

<p><i>Has the horse been vaccinated for Tetanus and Strangles within the last 12 months?</i> N.B. If the answer is no the horse will be vaccinated at a cost of \$50 which will be payable by the owner.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
<p><i>Has the horse been wormed within the last 3 months?</i> N.B. If the answer is no the horse will be wormed at a cost of \$30 which will be payable by the owner.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No Date:
<p><i>Is the horse insured?</i> N.B. If the answer is Yes please provide name and contact details of insurance company, policy number, name in which the horse is insured and for what purpose.</p> <p>Details:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Feeding

If CCHP is feeding your horse (either feed is supplied by Agistee or CCHP depending on service required) please fill in the feeding requirements

Morning Feed:

Evening Feed:

Hay:



AGISTMENT APPLICATION/CONTRACT

Tack

Please list all items of tack/rugs (including a brief description) that you will be leaving at CCHP:

Bridle:

Halter:

Saddle:

Saddlecloth:

Rugs:

Boots/Bandages:

Other:

Please note that all items left at CCHP are done so at the owners own risk. It is recommended that you arrange insurance for your tack.

AGISTMENT APPLICATION/CONTRACT

SCHEDULE THREE

DETAILS OF AGISTEE AND/OR FAMILY MEMBERS

List details of all family members who will be handling/riding the agisted horse at CCHP

Full Name	Age	Level of Experience (ie. No. of Rides)				
		0-10	10-20	20-50	50-100	100+
		Little Experience	Some Experience	Average Experience	Experienced	Very Experienced

Please describe below the type of handling / riding that you (and family members) will be undertaking whilst using CCHP facilities (ie lunging in round yard, natural horsemanship, dressage, beginner lessons with external / CCHP instructor, etc.)

Disclaimer

I am applying to ride my agisted horse at Crystal Cascades Horse Park and I agree to the following:

- I will only ride the horse in a safe and controlled manner.
- I will wear an Australian Standard Approved Helmet and the correct footwear at all times.
- I will read and follow all signs on the property and follow all the management and staff instructions.
- I consent to be evacuated and to the provision of first aid and medical treatment if I am injured or become ill.
- I agree to pay for any such evacuation or provision of first aid or medical treatment.
- I understand and acknowledge that I am responsible for ensuring that I and those in my care (ie children, visitors, etc.) abide by the CCHP policies and procedures at all times.
- I understand and acknowledge that CCHP may withdraw approval for me to ride and/or terminate my agistment contract if I do not comply with any of these terms and conditions.
- I understand and acknowledge that horse riding and handling can be dangerous and that **Serious Injury or Death** may result from horse riding activities and in particular this ride/lesson. I agree that I **Ride** at my **Own Risk**.

I, _____ understand that my signature to this document constitutes a complete and unconditional release of all liability of the proprietors of Crystal Cascade Horse Park to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

I acknowledge that the Crystal Cascades Horse Park relies on the information provided by me and I state that all the information is accurate and complete.

SIGNED _____

Date: _____



AGISTMENT APPLICATION/CONTRACT

MEDICAL HISTORY

(CONFIDENTIAL)

The following information is intended to assist CCHP in case of any emergency with you/your child.

Name and Telephone numbers of contact people

Emergency Contact Name	Relationship to rider	Home No.	Work No.	Mobile No.

Please circle if you/your child suffer from any of the following:

Any pre-existing medical or other condition that may affect the rider or put other people at risk:

Asthma Diabetes Epilepsy / Fits Fainting / Dizziness Blackouts/Migraines

Intellectual Disability Heart / Blood Condition Back Problems Pregnancy

Uneven Pupils Recent Injuries Medications

Other _____

Allergies

Describe: _____

Describe Reaction: _____

Tetanus Immunisation

It is particularly important that people dealing with horses are immunized against tetanus. Tetanus is normally given at five years of age as Triple Antigen or CDT and at fifteen years of age as ADT.

Year of last tetanus immunization: _____

Medication

Is it necessary for the rider to carry their own medication at all times? YES / NO

If YES please complete the following: Name of Drug: _____

Dosage: _____ Frequency: _____

Consent to Medication Attention

I authorize the instructor in charge to administer first aid and call an ambulance if necessary for the medical attention of myself/my child. I agree to bear any cost thereby incurred.

Signature of Applicant: _____ Date: _____

Signature of Parent or Guardian: _____ Date: _____

(if applicant under 18 years of age)

Name of Parent/Guardian: _____