

Adelaide Plains Equestrian Club Inc

ABN: 98 280 324 304

HIRE OF FACILITIES AGREEMENT APEC GROUNDS – CLARA HARNIMAN RESERVE (“Premises”)

Name of Hirer: _____ (“Hirer”)		
Address of Hirer:		
ABN of Hirer:		
Contact Name:		
Contact Phone No:		
Contact Email:		
Date Required:		
Time Required:	From: _____	To: _____
Event to be held:		
Anticipated No of Participants/Attendees:		
Copy of Public Liability Insurance Certificate of Currency attached	Yes / No	
Bank Account Details for Bond Refund	Acct Name: _____ BSB: _____ Acct No: _____	

Hiring Fees (incl GST)	Per Day	Per Half Day	Per Hour
Not-for-profit Club Rate	\$150.00	\$100.00	\$20.00
Business Rate	\$200.00	\$150.00	\$30.00
Bond	\$200.00	\$200.00	\$200.00

A half day booking may be either 8.00am – 1.00pm or 1.00pm - 6.00pm. During daylight savings, modified time frames may be considered upon request in writing. Hourly bookings are dependent on the availability of APEC Committee members to attend the site. Availability is at the sole discretion of the APEC Committee.

A non-refundable deposit of \$50 is payable within 28 days of booking to secure the booking.

Area to be Hired

The Hire of Facilities includes that area leased by the Adelaide Plains Equestrian Club Inc (‘APEC’) at Clara Harniman Reserve (the “premises”) but does not include any equipment or water for general use beyond use for the toilet. Please note that there is no electricity on premises. A barbeque is available for use. The hirer is responsible for providing their own gas and cleaning the barbeque before and after use.

Where the anticipated number of participants/attendees are expected to be greater than 40 on any day, it is the responsibility of the Hirer to source additional temporary toilet facilities. If attendees are greater than 40 on any day and additional temporary toilet facilities have not been sourced by the Hirer, APEC reserves the right to retain 50% of the bond to cover the cost associated with emptying the toilets on the premises.

PO Box 1070, Two Wells SA 5501

E: adelaideplainsequestrianclub@gmail.com, W: <https://adelaideplainsequestrianclub.weebly.com/>

Terms and Conditions of Hire of Facilities

- 1) The Hirer agrees to indemnify and keep indemnified the Adelaide Plains Equestrian Club Inc, its servants and agents against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought, or made or claimed against them or any of them arising out of or in relation to the hiring of the facilities, including but not limited to bodily injury or animal injury on the premises during the hire period or arising from the period of hire.
- 2) The Hirer shall have in place a current Public Liability Insurance Policy for the minimum sum of Twenty Million Dollars (\$20,000,000), such policy covering all actions, costs, claims, damages, charges and expenses whatsoever which may be brought, or made or claimed against the Hirer arising out of or in relation to the hiring of the facilities and any activities to be conducted at the facilities, including but not limited to bodily injury or animal injury on the premises during the hire period or arising from the period of hire.
- 3) The Hire of Facilities Agreement is not transferrable.
- 4) The Hirer shall comply with and give all notices required by any Act of Parliament, WHS Legislation, Code of Practice, and Australian Standard, By-law or any other legislative requirement that may be applicable.
- 5) The premises are non-smoking and therefore smoking is not permitted at any time on the premises. Those wishing to smoke are required to leave the premises to do so.
- 6) Alcohol shall not be consumed on the premises.
- 7) The Hirer is responsible for any and all liability that may arise from the service of food at the premises, together with compliance with any government requirements with respect to the service of food.
- 8) No amusement structures or pyrotechnics are permitted
- 9) Promotional signage may be used on the day of the event but must be removed immediately following the completion of the event.
- 10) At the completion of the event, all litter (including waste associated with horses), must be removed from premises. Failure to do so to a satisfactory standard may result in additional charges, which shall be withheld from any refund of the bond.
- 11) Prior to the event and at the completion of the event, the toilet facilities must be cleaned, including emptying the bin in the toilet and removing any rubbish from the premises. A minimum of 2 rolls of toilet paper will be provided. If any additional is required, it is the responsibility of the Hirer to provide.
- 12) Repairing or replacing any damages to the premises or any facilities on the premises, including but not limited to fencing and toilet facilities, shall be the responsibility, in it's entirety, of the Hirer and must be completed not later than fourteen (14) days following the event. Failure to undertake any repair or replacement to a satisfactory standard may result in additional charges, which shall be withheld from any refund of the bond. Failure to undertake any necessary repairs or replacement at all will result in additional charges, which shall be invoiced to the Hirer on a cost reimbursement basis following the repairs/replacement having been undertaken at APEC's complete discretion.
- 13) Payment of the balance of the hiring fees together with the bond shall be required no less than fourteen (14 days) prior to the event. The bond will be refunded, less any additional charges that may be incurred, within fourteen (14) days of the conclusion of the event.
- 14) Normal hire charges and loss of bond may apply if written cancellation is not received by APEC at least seven (7) days prior to the event date.
- 15) This agreement may be cancelled by APEC, without notice and without penalty to APEC, in the event of an emergency or where any of the terms and conditions have not been complied with.

Agreed for and on behalf of the Hirer:

Signature: _____

Name: _____

Position: _____

Date: _____