Horse Club

2014

Guidelines & Use of Property

Section: Students
Revised and Updated: November 2013
HORSE CLUB GUIDELINES

All students must comply with the following guidelines to bring and ride a horse on the College Site.

1. General Operations
   - Students shall provide written consent of their parents, or guardian before bringing a horse to the College.
   - The Horse Club Co-ordinator must be contacted to reserve a pen for the horse prior to bringing it on site.
   - By negotiation, a second horse per student may be brought to the College, subject to available yards. A second horse if on site may be sent home if another student requires the yard.
   - Only bring unmated hacks (no stallions).
   - The Horse Club Co-ordinator is responsible for the management of Horse Club operations.
   - The agistment cost of $150 per term (no pro rata) includes hay not grains. An account will be forwarded each term.
   - Cost of agistment and provision of feed will be reviewed at the discretion of the College.

2. Animal Welfare - The Horse
   The Welfare of the Horse is the Owner’s Responsibility
   - Must be in good condition.
   - Hooves must be in good condition.
   - Must be drenched 2 – 3 weeks prior to bringing it on site.
   - Must have had a recent tetanus injection.
   - Must be checked and fed morning and evening each day.
   - Should be exercised daily with one rest day per week.
   - The horse is at the Owner’s risk at all times. It is the Owner’s responsibility to insure the horse against all risks while they are at the WA College of Agriculture Cunderdin or being transported to and from the College. The College shall not be responsible for any disease, accident, illness or injury howsoever caused or arising to the horse whilst transporting to or from the College property, or at the College.
   - The Owner must notify the College immediately the Owner becomes aware that the horse suffers or has been in contact with any significant or noticeable sickness, disease or injury. Veterinary services for the horse may be provided at the discretion of the College in consultation with the veterinarian. The Owner will pay all veterinary and other charges incurred while the horse is at the College.
   - It is the responsibility of the Owner of the horse to secure veterinary services. It is recommended that parents provide a list of veterinary services available in the area to the student.

3. Closed Weekend and Weekend Feeding Arrangement
   The student must inform the Horse Co-ordinator of the arrangements they have made to have the horse fed and watered over the weekend. The College staff are under no obligation to accept responsibility to perform these tasks. If arrangements cannot be negotiated then the horse must be removed from the College for the weekend.

4. Holidays
   Horses must be removed from the College prior to the commencement of the term / end of year holidays. Horses are not to be returned until the commencement of the new term.

5. Horse Complex Maintenance
   - Students must ensure the complex area is kept neat and tidy.
   - Horse yards must have manure removed daily and deposited in the trailer.
   - Water troughs must be checked for leaks daily.
   - The Tack Room must be swept and tidy at all times.
   - Horse manure must be removed from the saddling area.
   - Troughs and feed stalls must be cleaned weekly.
   - Students are to liaise with the co-ordinator to arrange provision of hay.
   - Students are NOT to collect hay from the hay shed with out permission.
   - All hay use must be recorded for monthly stock take.
6. **Recreational Riding**

- Students must gain the permission of Residential Staff before riding horses.
- A minimum of two students must ride together at ALL times. The second rider is to raise the alarm should their partner be thrown and injure themselves.
- Horses may only be ridden by their owner.
- Students must wear an approved hard hat or helmet, jeans and boots when riding.
- Students must finish their ride and return to the horse complex by 5.30pm.
- Riding is limited to daylight hours only.
- Riding before school is not permitted.
- Students must ride within the boundary of the Agricultural College Farm unless express permission is gained from the Horse Co-ordinator.
- Gates must be left as they are found.
- Paddocks in crop are out of bounds.
- Students must have consideration for other stock and vehicles.
- The main College building areas are out of bounds.

7. **Conduct**

Students will be expected to conduct themselves in a responsible manner whilst in the horse complex vicinity. Students attending the horse complex or just visiting must have suitable footwear at all times (eg: closed in boots).

*Any student NOT complying with the Horse Policy will be directed to remove the horse from the College Campus.*
AGREEMENT – HORSE POLICY

I give permission for my son / daughter who is a competent rider to bring a horse to College.

I have read, understand and agree to the Horse Club Guidelines.

I have read, understand, agree and have signed the attached “Licence for Use of Property vested in the Minister for Education” (Attached)

Parent’s Name: ________________________________  PLEASE PRINT

Parent’s Signature: ________________________________

Student’s Name: ________________________________  PLEASE PRINT

Student’s Signature: ________________________________

Date: ________________________________
LICENCE FOR USE of PROPERTY - HORSE CLUB GUIDELINES

LICENCE FOR USE of PROPERTY VESTED IN THE MINISTER FOR EDUCATION

This Licence is made on __________________________ day of __________________________ 20____

BETWEEN

(the “Principal”) for and on behalf of THE MINISTER FOR EDUCATION

AND

(the “User”) Parent: ____________________________ Student: ____________________________

1. In This Licence – Definition

"Equipment” means Equipment provided for use by Horse Club Members.

"Premises” means Horse Yards, Horse Complex Area, Tack Room and College Farm.

"Principal” means the person occupying the position of the Principal of the School.

"School” means the Western Australian College of Agriculture – Cunderdin.

"Act” means the School Education Act 1999.

2. Grant of Licence

The Principal grants the User a licence under Section 218 of the Act for the use of the Premises and Equipment for Horse Club activities and for no other purpose. This Licence is not transferable.

3. Duration of Use

This Licence commences on (date) ____________________________ and terminates on (date) ____________________________

4. Fees

The User must pay to the College $150 per term for the use of the premises, equipment, water and hay for the duration of this Licence. This may be reviewed by the College without notice.

Indemnity

The User indemnifies the Principal, the Minister for Education and all employees of the Minister for Education against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs including solicitor and client costs, in respect of:

- Any personal injury occurring on the Premises or elsewhere on the grounds of the School arising directly or indirectly from the use of the Premises or the Equipment by the User or occurring elsewhere arising from the use of the Equipment by the User; or damage to the Premises, the Equipment or any other property of the Minister for Education or any other person arising directly or indirectly from the use of the Premises or Equipment by the User.

5. Conditions of Use

The User acknowledges being bound by the Act and all Regulations made under it and agrees to be bound by the Conditions of Use attached to this Licence.
6. Termination and Suspension

The Principal may suspend this Licence during any period:

- When any part of the Premises is urgently required to provide accommodation for students or the public as result of an emergency or disaster; or
- When any part of the Premises is required for the purposes of a federal or state or local government election or referendum.
- The Principal may terminate this Licence on one week's notice if the User significantly or repeatedly breaches any condition of this Licence, the Act, any regulations made under it or the Conditions of Use attached to this Licence or the Horse Club Guidelines.

The User may request the termination of this Licence at any time by:

- Giving the Principal one week's notice in writing. The Principal will then terminate this Licence and make appropriate adjustment of the fees and refund the deposit but this Clause does not prejudice any liability the User may have arising from any prior breach of the User's obligations under this Licence or under the indemnity.
- If either party is aggrieved about matters of access or breach or termination of this Licence the parties will follow the grievance procedures set down in the Policy and Guidelines for Community Use of School Facilities.

6. Conditions of Use

The User agrees:

- To use the Premises and Equipment only on the dates and at the times specified in the Licence;
- Not to interfere in any way with the operation of the School with materials or equipment of the School and in particular not to use any machinery or equipment other than the Equipment;
- Not to remove the Equipment or any part of it or any other property of the Minister from the Premises without authority and to ensure that the Equipment and any other property of the Minister are left as found;
- Not to make or permit any structural alteration, including the attaching of nails, screws or other fastening to walls or fittings, to the Premises or any other property of the Minister;
- To comply with any request by the Principal and with all laws and departmental policy concerning the use of the Premises and Equipment including, without limitation, regulations which prohibit smoking on the Premises.
- To use only the Premises and Equipment specified in the Licence;
- To produce on request evidence of the Users ability and qualifications.
- To repair or make full restitution to the Principal's satisfaction for any damages to the Premises, the Equipment or other property of the Minister for Education;
- To cease use of the Premises or Equipment found to be unsafe and to notify the Principal by phone before the beginning of classes on the next school day and then in writing;
- To notify the Principal immediately in writing of any injury to any person during use of the Premises or Equipment and to provide such statements from witnesses and the injured person as the Principal may require;
- The User has read and understands these Conditions of Use.
- The “User” agrees to comply with the College Horse Club Guidelines.

Signature: ____________________________  ____________________________  ____________________________
Principal                        Date

Signature: ____________________________  Signature: ____________________________  
Parent                        Student
Date                        Date

C:\Working Files\Websites\Digital Union\Documents for upload\Horse Club - Guidelines Agreement Use of Property 2014.doc
Updated: 30/03/2011
Printed: 4/02/2014