

Student Horse Accommodation BOOKING FORM

Student Details:

Date of arrival with horse:

Course:

Name:

Address:

Home phone: Mobile:

Horse Details:

Age: Colour:

Height: Breed:

Gender: Horse Name:

Microchip No:

What has the horse been used for in the last 12 months?

What is your riding experience?

Please provide details if your horse has had any major illnesses, veterinary diagnosis requiring long term treatment, been lame or has any stable vices

- Please attach proof of current vaccinations for tetanus and strangles
- Please attach Hendra Virus Vaccination Certificate

What are your anticipated horse accommodation requirements for Semester 1?

- Full board (7 days/week) Weekly board (5 days per week)
- Daily board (3 days per week) Booking fee enclosed (\$35)

Please note there are no grass paddocks available for agisted horses.

Please read the **terms and conditions** attached to this form, **sign the form** and forward to:

The Coordinator, Equine Unit
The University of Queensland
Gatton Campus
GATTON QLD 4343

Telephone: (07) 5460 1163
Facsimile: (07) 5460 1440
Email: m.coyle1@uq.edu.au

Terms and Conditions for Agistment and Use of Private Horses

1. In these terms and conditions:
 - a) **Agistment** means the agistment of the Private Horse;
 - b) **Agistment Area** means yards and stables located on Gatton Campus, as designated by the University from time to time, which are to be used for Agistment. (See attached Map);
 - c) **Booking Form** means the University's booking form which is submitted by the Owner and Student requesting permission in relation to Agistment and the Permitted Uses;
 - d) **Course Work** means activities undertaken by the Student in accordance with the course profile/s which are applicable to the Student from time to time during the Student's enrolment in a Program;
 - e) **Course Work Area** means that part of Gatton Campus as marked on the attached plan which may be changed by the University from time to time. (See attached Map);
 - f) **Designated Area** means that part of Gatton Campus or any other areas as marked on the attached map which may be changed by the University from time to time. (See attached Map);
 - g) **Equine Unit** means the University's Gatton Campus Equine Unit;
 - h) **Gatton Campus** means the University's Gatton campus located on the Warrego Highway, Gatton Qld 4343;
 - i) **Owner** means the person specified as such on the Booking Form as either the owner or lessee of the Private Horse.
 - j) **Private Horse** means the horse specified as such on the Booking Form and which is owned, leased or otherwise possessed by the Owner;
 - k) **Permitted Uses** means use of the Private Horse for Course Work in the Course Work Area and recreational horse riding activities in the Designated Area;
 - l) **Program** means either an Associate Degree majoring in Equine Studies or a Bachelor of Applied Science majoring in Equine Science at the University;
 - m) **Student** means the person specified as such on the Booking Form; and
 - n) **the University** means The University of Queensland ABN 63 942 912 684.
2. These terms and conditions together with the Booking Form and Equine Unit Procedures shall comprise the agreement between the Owner, Student and the University (**the Agreement**). The Owner and Student acknowledge receipt of a copy of the Equine Unit Procedures prior to execution of this Agreement.
3. Subject to the terms of this Agreement:
 - a) the Owner and Student may agist the Private Horse in the Agistment Area only;
 - b) the Student may conduct recreational horse riding activities with the Private Horse in the Designated Area only; and
 - c) the Student may conduct Course Work with the Private Horse in the Course Work Area only.

The University shall not be responsible for any injury, death, loss or damage whatsoever which arises from any use of the Private Horse outside the Designated Area, Course Work Area or Agistment Area and other than in accordance with this clause.
4. Recreational horse riding activities shall only be on days and at times determined by the University in its absolute discretion and strictly in accordance with the directions of the University's Equine Unit Coordinator or nominee and any other requirements advised by the University to the Student from time to time.
5. The Owner and Student shall be responsible for the care and husbandry of the Private Horse and must comply with directions of the University's staff in respect of such care.
6. At all times while in the Agistment Area, Course Work Area or Designated Area, the Owner and Student must comply with:
 - a) all laws and regulations relating to the use of the Agistment Area, Course Work Area and Designated Area;
 - b) the Equine Unit's code of conduct which includes a requirement on the Owner and Student to ensure that a safe and professional standard of behaviour and dress is maintained while the Owner and Student are working and participating in any activity at the Equine Unit; and
 - c) all reasonable directions of University staff.
7. No person may ride or otherwise use the Private Horse in the Agistment Area or Designated Area other than the Student.
8. All applicable Agistment and use fees must be paid in advance in accordance with the terms of the Equine Unit Procedures.
9. The Owner and Student will keep the Private Horse's stable and or yard in a clean and tidy condition.
10. The Owner acknowledges that Agistment and other use of the Private Horse on Gatton Campus (including for the Permitted Uses) is at the risk of the Owner.

11. The Owner and Student release the University, its executive officers, instructors, members, employees and agents from all liability arising from any injury, loss or damage to any person or property (including the Private Horse), as a result of the Owner and Student’s use of the Agistment Area or Designated Area or any negligent act, breach of duty, default and/or omission on the part of the University, its executive officers, instructors, members, employees or agents.
12. The Owner and Student shall indemnify the University, its executive officers, instructors, members, employees and agents (“those indemnified”) from and against all damages, costs, expenses, loss or damage which those indemnified may incur or sustain and all actions, proceedings, claims and demands whatsoever which may be brought or made against those indemnified by any person in respect of or by reason of or arising out of:
 - (a) any negligence or other wrongful act or omission of the Owner, Student, their employees or visitors or of any other persons for whose acts or omissions the Owner and Student are vicariously liable;
 - (b) death, injury, loss of or damage to the Owner, Student or the Owner’s employees or visitors; or
 - (d) any damage, injury, death, expense or loss to any person or property (including to other animals) caused or contributed to by the Private Horse.
13. Clauses 10, 11 and 12 shall not apply to the extent that the relevant injury, death, loss, damage or expense arises during Course Work unless such injury, death, loss or damage is to the Private Horse or any other property of the Owner or Student in which case clauses 10, 11 and 12 shall still apply.
14. The Owner and Student must take out and maintain, for the duration of this Agreement, adequate personal accident insurance through the Equestrian Federation of Australia Ltd. The Owner and Student will provide to the University, on request, a copy of the certificate of currency for such insurance and copies of relevant insurance policies.
15. In addition to any other rights the University may have, the University may terminate this Agreement, after 7 days written notice to the Owner and Student, in the event of the following:
 - a) The Owner fails to pay the required Agistment or use fees;
 - b) The Owner and/or Student fail to adequately care for the Private Horse;
 - c) The Owner or Student fail to follow the reasonable directions of the University’s staff;
 - d) the Owner or Student is engaged in inappropriate behaviour or dangerous or unlawful activities in the Equine Unit;
 - e) either the Owner or Student is in material breach of this Agreement.

Mandatory vaccination against Hendra Virus

The Owner and/or Student must arrange for the Private Horse’s vaccination prior to its agistment.

16. The Owner and Student must understand to the maximum extent permitted by law, The University of Queensland does not accept any claims, loss, liability, cost or expense in respect of:
 - a) Disability or death of horses following vaccination as a result of failure to use the correct vaccination procedure described on the label.
 - b) The failure of any horse to conceive or maintain a pregnancy following use of the product.
17. If there is an inconsistency or conflict between these terms and conditions and the Equine Unit Procedures, these terms and conditions shall prevail to the extent of the inconsistency or conflict.
18. I agree to the above terms and conditions and confirm that the details I have specified in the Booking Form are true and correct.
19. Upon the execution of the Booking Form and these terms and conditions by the Owner and Student, the University will consider the Owner and Student’s request for Agistment and use of the Private Horse for the Permitted Uses. The University shall be entitled to approve or refuse the Owner and Student’s request in its absolute discretion and the University shall not be bound by this Agreement until such time as the University’s Equine Unit Coordinator has approved such request in writing.

Signature of Owner:

Date:

Name of Owner:

Signature of Student:

Date:

Name of Student: