



## Private Client Booking Terms and Conditions

### 1. Application and payment of fees

- a) The Trustee for Centennial Park and Moore Park Trust (the "Trust") is the registered entity (ABN 37 220 827 527) that was established under the [Centennial Park and Moore Park Trust Act 1983 \[NSW\] \("Act"\)](#) and vested certain land and other property to be managed by the Trust. Centennial Parklands Equestrian Centre ("CPEC") land and property was vested to the Trust under the Act. CPEC is owned and run by the Trust.
- b) On Application all bookings are deemed tentative until all requested paperwork has been submitted in full and you have received written booking approval from CPEC Management. A bond is also payable prior to arrival as per Clause 2 a).
- c) Once approved, membership aligns with the Financial Year (1 July to 30 June) and will automatically renew unless the required cancellation notice has been provided (as per 3. a).
- d) All fees (excluding the bond which is to be paid in advance of a horse's arrival) and any costs recoverable following the initial application payment are payable within 7 days of the tax invoice date.
- e) CPEC Management reserves the right to charge a late fee of 10% for any fees and costs recoverable paid after the payment due date. Applicants who have elected to pay Quarterly or Annually may forfeit the discount for fees if not paid within 7 days of the tax invoice date. CPEC Management reserves the right to re-issue invoices and nominate the billing cycle for the remainder of the booking period if fees are not paid within 7 days of invoice date.
- f) The Applicant will be billed periodically in advance based on the tax invoice billing frequency as specified within the application. Any request for changes to billing frequency during the booking period must be made by the Applicant utilising the online [Booking Amendment form](#) at least 14 days prior to the next billing date. The determination will be advised in writing to the Applicant at the sole discretion of CPEC Management.
- g) All changes affecting the quantities billed and/or change to membership level must be requested via the online [Booking Amendment form](#) or [Stable Booking Cancellation](#) form and submitted to CPEC Management a minimum of 14 days prior to the next billing cycle.
- h) The Applicant must advise CPEC Management of horse absence via the online form [Notification of Absence](#) which is available on the CPEC website. Any stable credits payable will be applied to the next billing cycle as per your booking, providing all accounts are up to date. Stable credits will not be applied retrospectively.
- i) Further to, 1. f), g) & h), any application for amendments after the fact shall not result in adjustment to fees retrospectively.
- j) Non-payment of fees may result in retention of all bonds and removal of the Applicant's Horse from CPEC (offsite agistment and removal costs will be at the Applicant's expense).
- k) Non-payment of outstanding fees may result in referral of outstanding debt to the Trust's nominated debt collection agency for recovery.
- l) Any extension to the Overnight Casual Stabling booking period if elected within this Application must be made in writing to CPEC Management and a [Booking Amendment form](#) must be completed. The applicable Overnight Casual Stabling rate will apply to additional nights up to 14 nights. If the extended period is greater than 14 nights, then this period will be billed at a pro rata of the monthly rate. Fees are subject to annual review and published on the CPEC website.
- m) Payment can be made by Direct Deposit, EFTPOS, or Credit Card.

### 2. Bond

- a) The Applicant is required to lodge a Bond as follows:
- 1) Overnight Casual Stable bookings up to 14 nights require a bond as determined by CPEC Management,
  - 2) All other bookings require the equivalent of one month's fees for each stable hired & any additional areas hired.



- b) The decision of the CPEC Manager to retain or return the Bond will be final and binding.
- c) Bond will be refunded to the Applicant providing all accounts are up to date and CPEC Management is satisfied all actions to finalise the booking have been completed (refer to the Booking Finalisation checklist which is emailed at time of cancellation).
- d) For refund methods please refer to 3. g) below.

### 3. Cancellation

- a) The Applicant must provide a minimum notice period of 14 days for all booking cancellations and the Applicant must submit any cancellation request by submitting a [Stable Booking Cancellation](#) form online.
- b) A booking will only be deemed cancelled once the following has occurred: all items have been removed from Tack rooms and Feed rooms; the horse has left CPEC, and the stable has been cleaned (see Booking Finalisation checklist).
- c) Applicants must not store any personal items anywhere at CPEC once the booking has been cancelled. Failure to remove all items will result in full stable fees being charged until all items are off site.
- d) Providing that the minimum 14 days written notice has been provided by the Applicant and final inspection of Hired Areas has been carried out and endorsed by CPEC Management, the billing amounts of the invoice in which the cancellation falls will be adjusted as follows:
  - **Monthly invoices** – will be adjusted to a pro rata billing rate for the month of cancellation based on the cancellation date.
  - **Quarterly invoices** –
    - i. if cancellation falls within the first two months from booking commencement date, the five percent discount will no longer apply, and billing will be adjusted to a pro rata monthly rate based on the cancellation date;
    - ii. if cancellation falls in the third month from booking commencement date, the five percent discount will still apply, and the billing adjusted to pro rata quarterly rate based on the cancellation date.
  - **Annual invoices** –
    - i. if cancellation falls within the first three months from booking commencement date, no discount will be applied, and billing will be adjusted to a pro rata monthly rate based on the cancellation date;
    - ii. if cancellation falls within the fourth to ninth months from booking commencement date, a 5% discount will apply, and billing will be adjusted to pro rata quarterly rate based on the cancellation date;
    - iii. if cancellation falls in the tenth to twelfth month from booking commencement date, the ten percent discount will still apply, and the billing adjusted to pro rata annual rate based on the cancellation date.
- e) If 14 days' notice has not been provided by the Applicant prior to departure as per 3. a), CPEC Management will adjust the billing amounts of the final invoice to 14 days from receipt of a fully completed [Stable Booking Cancellation](#) form online.
- f) A cancellation of a booking of less than one month may not be entitled to any refund.
- g) Refunds will be refunded by the following methods:
  - Credit Card – only if this card was used for initial booking payment and all card details remain the same; or
  - Electronic Funds Transfer – for all EFTPOS, direct deposit, and Credit Cards where details have changed since the original transaction. Clients will be required to complete an [Application for refund](#) form.
  - CPEC will not be responsible for the reissue of a refund if information provided is incorrect or has not been provided in writing.



## 4. Insurance

- a) The Trust does not accept any liability or provide any insurance with respect to the Applicant, the Applicant's Horse, or the Applicant's property.
- b) The Applicant must have insurance for personal riding accident and public liability and provide a copy of the certificate of currency before the Applicant's Horse may enter CPEC. A copy of the Applicant's current EA membership is also acceptable as proof of insurance coverage (Minimum \$20 Million Public Liability).
- c) The Applicant's use of CPEC, Centennial Park Equestrian Grounds and Centennial Parklands (which includes Centennial Park and CPEC) is entirely at their own risk.
- d) Any other rider of the Applicant's Horse must have their own appropriate insurances as specified in 4. b).

## 5. Building and facility modification

- a) The Applicant shall not erect, construct, or carry out any additions, alterations, modifications, or replacement to any Trust property located at CPEC and Centennial Parklands without the written authority of CPEC Management. All applications for the above must be submitted via completion of the online [Application for Modification form](#).

## 6. General maintenance responsibilities

- a) The Applicant will keep all CPEC hire areas, including stable, tack room and feed room (if applicable) and the area immediately surrounding the hired areas clean and without obstruction.
- b) The Applicant will maintain all CPEC hired Areas, including stable, tack room and feed room (if applicable), to the same condition as at the commencement of the booking. All general repairs and maintenance may be at the Applicant's cost, structural or fair wear and tear excepted.
- c) The Applicant will immediately inform the CPEC Manager of any damage, breakage, or defect in relation to any Trust property located at CPEC and Centennial Parklands.
- d) The Applicant may be required to immediately make good at the Applicant's cost and using the Trust's appointed contractor, any damage, breakage, or defect to any property located at CPEC and Centennial Parklands caused by any act or omission of either Applicant and/or the Applicant's Horse.
- e) The Applicant must not interfere with any public utility service at CPEC and Centennial Parklands.

## 7. Maintenance works and access

- a) Provided that in the exercise of the powers under this clause, no undue inconvenience will be caused to the Applicant and the Applicant's Horse, the Trust and its servants, agents and contractors may at all times, enter on or close or restrict access to CPEC, the Equestrian Grounds and Centennial Park for the purpose of:
  - 1) Carrying out any maintenance, restoration, alterations, or other works deemed necessary or desirable by the Trust; and
  - 2) Carrying out any conversions, improvements or other works ordered, requested, or required by any Government Agency having jurisdiction, which the Trust elects to do and for which the Applicant is not liable under this Application.

## 8. Sub-letting prohibited

- a) The Hired Areas under this Application shall not be sub-let, transferred or re-assigned to any other legal entity or individual. Failure to observe this may result in the cancellation by the Trust of the Applicant's booking. The Applicant will then be required to remove any equipment, vehicle, horse, and other items belonging or associated with the Applicant from CPEC as directed. Future membership may be declined and is at the sole discretion of CPEC Management.



## 9. Centennial Parklands Equestrian Centre and Grounds Code of Conduct and Regulations

a) By express signature on this Application, the Applicant has agreed to all Terms and Conditions as contained in the CPEC and Grounds Code of Conduct and Regulations. Please refer to the CPEC website to view the current version of the CPEC and Grounds Code of Conduct and Regulations. A signed copy of the [Acknowledgement form](#) by the Applicant must be forwarded once your application has been accepted.

b) The Applicant is responsible for all participants associated with the Applicant's booking and must ensure they have read the CPEC and Grounds Code of Conduct and Regulations and signed the [Acknowledgement form](#) for submission by the Applicant to the CPEC Office.

## 10. Commercial activities including instruction

a) In accordance with the CPEC and Grounds Code of Conduct and Regulations:

"2.1) A Participant or person must not conduct a commercial activity (as defined in the Centennial Park and Moore Park Trust Regulation 2014) within CPEC, the Equestrian Grounds or on any other Trust lands, except with the written permission of and in a manner approved by the Trust."

"2.2) A Participant must not give or receive riding instructions or provide agistment or livery services for payment or consideration of any kind within CPEC or the Equestrian Grounds unless the person holds a current instructor permit or agistment license, a current license issued by the Trust and has paid all relevant fees, has written permission by the Trust, and carries out such services in a manner approved by the Trust."

"2.3) Any Participant or other person found to be conducting unauthorised or unlicensed commercial activities including but not limited to, sub-letting, providing cleaning services, food services, private teaching or educational services, hospitality/food services, equine-related training services without written permission will be immediately Removed from CPEC and the Equestrian Grounds. Any person or Participant in breach of clause 2.1-2.3 may be liable to the Trust for any amounts paid to that person or Participant in his or her conduct of activities in committing the breach."

## 11. Abandonment, default and termination

a) Any Applicant not complying with the CPEC and Grounds Code of Conduct may result in the Trust taking any action it deems necessary in response to any breach including:

- Cancellation of any relevant applications
- Removal of any Participant or person from CPEC or the Equestrian Grounds for any period the Trust deems appropriate
- Ordering verbal corrective action or
- Issuing of formal written warnings
- Issuing of a penalty notice

b) The Trust may cancel the bookings or applications of Participants and remove Participants who breach, for any period it deems reasonable. The Trust may permanently ban a person or Participant found to be in continuous or serious breach of the Code of Conduct from CPEC and the Equestrian Grounds.

c) If the Applicant abandons the Applicant's Horse at CPEC, the CPEC Manager will notify the Applicant in writing that the Applicant's Horse must be removed as directed. If the Applicant's Horse is not removed, the CPEC Manager will make arrangements for the removal of the Applicant's Horse from CPEC and all agistment and removal costs will be at the Applicant's expense.

d) Further to paragraph 11. c), if the Applicant's Horse is not collected from the agistment provider's property as directed, this will result in transfer of ownership rights of the Applicant's Horse to the Trust without formal delivery being required.



e) If the Applicant abandons the Applicant's Horse at CPEC during any "quarantine period", the CPEC Manager will appoint an agistment provider to care for the Applicant's Horse at the Applicant's expense. Once the quarantine is lifted, the Applicant will be required to remove the Applicant's Horse and will forfeit their membership to CPEC, and any fees paid in advance.

f) If the Applicant removes the Applicant's Horse from CPEC without any written notice, the Applicant will have 14 days from the date of the written notice to advise whether they intend to retain their membership, or it will be deemed to be cancelled ("cancellation date"). The Applicant will be liable for all fees accrued up to the cancellation date. The CPEC Manager will notify the applicant in writing that all personal property must be removed as directed.

g) Any property will be deemed abandoned by the Applicant if not removed as directed in writing by the CPEC Manager. Abandoned property will become the property of the Trust, who may deal with it in any manner it sees fit.

h) Further to paragraphs 11. a) - g), the CPEC Manager reserves the right, in their absolute discretion, to decline any future membership application made by the Applicant.

## 12. Costs recoverable

a) The Applicant will be liable for all costs incurred as specified below:

- 1) All collection costs and expenses incurred in collecting overdue accounts;
- 2) All legal costs incurred in collecting overdue accounts;
- 3) All professional consultancy costs incurred by the Trust as a result of any breach or default by the Applicant under the Private Client Terms and Conditions; and
- 4) Any costs that have been incurred as a result of paragraphs 5. a)

## 13. Animal health

a) As part of this Application, the Applicant must complete a [Declaration of Animal Health](#) form online.

b) The Applicant must also submit a Certificate of Vaccination for Tetanus and Strangles, issued by a Veterinary Surgeon in the past 12 months.

c) The Applicant will also be required to complete a [Declaration of Animal Health](#) form for all horse movements whenever the Applicant's Horse returns to CPEC after being offsite for a period of one night or greater.

d) The CPEC Manager reserves the right to prevent entry to, or remove any horses from, CPEC which do not comply with 13. a)-c) or arrive at the Centre with an unacceptable health status.

## 14. Disputes

a) In the event of any dispute arising as to the interpretation of these Private Client Booking Terms and Conditions, or any matter contained in them, the decision of the CPEC Manager will be final and conclusive.

## 15. General procedures

a) Written communication may be submitted in the form of an e-mail to the CPEC General Enquiries e-mail address: [cpec.office@cp.nsw.gov.au](mailto:cpec.office@cp.nsw.gov.au).

b) Written communication may be delivered in person to the CPEC Management Office or to the Centennial Parklands Office located in Centennial Park (marked for the attention of the CPEC Manager).

c) All written communication delivered by post concerning this Application should be addressed to the CPEC Manager, Centennial Parklands, Locked Bag 15, Paddington NSW 2021.