



# Application and stable booking

(Separate application form is required for each stable hired)

A Applicant Details <i>(must be over 18 years of age at the date of application)</i>			
1)	<b>Applicant Name:</b>		
2)	<b>Residential Address:</b>		
		Suburb	State Postcode
3)	<b>Postal Address:</b> <i>(only if different from above)</i>		
		Suburb	State Postcode
4)	<b>Applicant Identification:</b> <i>(must be over 18 years)</i>	<b>Identification Type:</b>	<b>Identification Document Number:</b>
			<i>Office use only</i> Confirmed over 18: <input type="checkbox"/> Yes <input type="checkbox"/> No Identification sighted: <input type="checkbox"/> Yes <input type="checkbox"/> No
5)	<b>Contact Details:</b> <i>(please advise the CPEC Manager if any of your contact details change)</i>	<b>Mobile:</b>	<b>Email:</b>
6)	<b>Name of Applicant's Horse:</b>		
7)	<b>Application Type:</b>	<input type="checkbox"/> First time Private Client Application <input type="checkbox"/> Renewing Private Client <i>(please provide previous booking name if different from above):</i> _____ <input type="checkbox"/> Existing Private Client, additional stable booking	
8)	<b>Emergency contact:</b>		

B Equestrian Australia (EA) Membership/Insurance																								
1)	<p><b>EA membership:</b></p> <p><input type="checkbox"/> No <i>(must provide copies of other insurance(s))</i></p> <p><input type="checkbox"/> Yes</p> <p>Member Name:</p> <p>Member Number:</p> <p>Branch:</p> <p>Expiry Date:</p> <p><u>Membership Type:</u></p> <p><input type="checkbox"/> Senior</p> <p><input type="checkbox"/> Junior</p> <p><i>Please attach a copy of your current membership card to this Application</i></p>																							
C Specify Stabling and Service Requirements (“Hired Areas”)																								
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	<input type="checkbox"/> Casual/Overnight	C Pavilion or A Pavilion Premium	Yes																					
2)	<p><b>Anticipated length of stay:</b></p> <p>Stable start date:        /        /</p> <p>Stable end date:        /        /        (for short term up to one month)</p> <p>Greater than one month <input type="checkbox"/> Anticipated end date        /        /</p>																							
3)	<p><b>Tax Invoice billing frequency (note a bond equivalent to one month’s stable fees is payable prior to the horse’s arrival):</b></p> <p><input type="checkbox"/> Overnight Stabling (Up to 14 nights - \$200 bond applies)</p> <p><input type="checkbox"/> Monthly</p> <p><input type="checkbox"/> Quarterly (note a 5% discount for quarterly bookings)</p> <p><input type="checkbox"/> Annually (note a 10% discount for annual bookings)</p>																							
4)	<p><b>Tack Room requirements:</b></p> <p><input type="checkbox"/> Shared Tack Room <i>(included in stabling fees)</i></p> <p><input type="checkbox"/> Standard Private Tack Room <i>(additional charges apply - subject to availability)</i></p> <p><input type="checkbox"/> Premium Private Tack Room <i>(additional charges apply - subject to availability)</i></p>																							

5)	<b>Livery requirements:</b>	<p><u>Agistment:</u></p> <p><input type="checkbox"/> As provided by on-site Licensed Agistment Provider (<i>at the Applicant's cost</i>)</p> <p style="padding-left: 40px;"><input type="checkbox"/> Full board</p> <p style="padding-left: 40px;"><input type="checkbox"/> Part board</p> <p><b>or</b></p> <p><input type="checkbox"/> Feed Room (<i>shared Feed Room fees apply, note feed must not be stored in Tack Rooms</i>)</p>
6)	<p><b>Will the Horse, that is the subject of this Application, be ridden by a Minor (<i>person under 18 years of age</i>)?</b></p>	<p><input type="checkbox"/> No (<i>go to Section C 7</i>)</p> <p><input type="checkbox"/> Yes</p> <p>Name of Minor:</p> <p>Age at date of this application:</p> <p>Parent (or Legal Guardian's) Name:</p> <p><i>Please complete the following if different from contact details in Section A</i></p> <p>Postal Address:</p> <p>Phone (Home):</p> <p>Phone (Business):</p> <p>Mobile:</p> <p>Email:</p>
7)	<b>Key Bond:</b>	<ul style="list-style-type: none"> <li>• All Applicants whose membership entitles them to access the Equestrian Grounds are issued with an access key on payment of a Key Bond. Please note: Shared Equestrian Grounds access arrangements between booking clients is not permitted.</li> <li>• The Key Bond is refundable upon return of the key following the end of the occupation period or when a change in membership is approved by CPEC Management.</li> </ul>
8)	<b>Stable Bond:</b>	<ul style="list-style-type: none"> <li>• The Stable Bond is the amount equivalent to one month's fee for each stable hired. For Overnight stabling a bond of \$200 will apply.</li> <li>• The Stable Bond will be refunded following satisfactory inspection of the Hired Areas at the end of the occupation period and when all accounts are paid in full.</li> <li>• The cost for any cleaning and repairs required (other than normal wear and tear) will be deducted from the Stable Bond.</li> </ul>

9)	<b>Veterinarian:</b>	<b>Name:</b>  <b>Postal Address:</b>  <b>Postcode:</b>  <b>Business Phone:</b>  <b>Mobile:</b> <i>(In the case of an emergency, if no Veterinarian is nominated – the on-site Licensed Veterinarian will be allocated – at the Applicant's cost)</i>
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## Checklist

Please complete the checklist below to ensure prompt processing and registration of your Application:

- Read Code of Conduct and Regulations
- Signed Code of Conduct and Regulations acknowledgement
- Returning client – *Current Code of Conduct and Regulations acknowledgement form provided with previous booking*
- Completed Declaration of Animal Health
- Provided a Tetanus and Strangles Vaccination Certificate (*issued by a Veterinary Surgeon in the past 12 months*). *If certificate is not provided, a NSW Statutory Declaration will need to be provided.*
- Returning client – *Tetanus and Strangles Vaccination Certificate submitted previously (the horse that is the subject of the booking has been admitted to CPEC within the past 12 months and the vaccination is still current)*
- Provided evidence of appropriate insurances for public liability and personal riding (*either copies of current insurances or evidence of current EA membership*)
- Read and signed Private Client Booking Terms and Conditions
- Signed Application Form

### Privacy statement

Centennial Parklands is committed to protecting your privacy. Centennial Parklands is subject to the NSW Privacy and Personal Information Act 1998 (*Privacy Act*). Centennial Parklands Privacy Management Plan outlines how Centennial Parklands complies with the Privacy Act. Please visit our website at [www.centennialparklands.com.au](http://www.centennialparklands.com.au) for more details.

# 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 confirmed once all necessary documents have been submitted and approved and the bond is paid in full.
- 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 stable 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 as per C (3) 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 as per section C(3) 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 in Section C(3) of this Application. Any request for changes to billing frequency during the booking period must be made by the Applicant in writing to CPEC Management 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 Booking Amendment or Cancellation form and submitted to CPEC Management a minimum of 14 days prior to the next billing cycle as per Section C(3).
- h) The Applicant must advise CPEC Management of horse absence via the Notification of Absence form which is available on the CPEC website or from the CPEC Office. Any stable credits payable will be applied to the next billing cycle as per Section C (3) 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 booking period if elected under Section C(3) of this Application must be made in writing to CPEC Management and a Booking Amendment form must be completed. The applicable Overnight 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. Stable bond

- a) The Applicant is required to lodge a Stable Bond equivalent to one month's fee for each stable hired for stays greater than 14 nights. For Overnight bookings up to 14 nights a \$200 bond is lodged. The Stable Bond will be

refunded following satisfactory inspection of the Hired Areas at the end of the booking. The cost for any cleaning and repairs required (other than normal wear and tear) may be deducted from the Stable Bond.

- b) The decision of the CPEC Manager to retain or return the Stable Bond will be final and binding.
- c) Stable 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 checklist in the Farewell Pack, available on the CPEC website or from the CPEC Office).
- d) For refund methods please refer to 3.h) 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 in writing to the CPEC Office.
- 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 Equestrian grounds key has been returned (if applicable); the horse has left CPEC and the stable has been cleaned.
- 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.
  - Annuals –
    - i. if cancellation falls within the first three months from booking commencement date, the ten percent discount will no longer apply and billing will revert to the monthly rate based on the cancellation date;
    - ii. if cancellation falls within the fourth to ninth month from booking commencement date, the ten percent discount will no longer apply and billing adjusted to pro rata quarterly rate based on the cancellation date;
    - iii. if cancellation falls in the ninth 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 written notice.
- f) A cancellation of a booking of less than one month will not be entitled to any refund.
- g) Equestrian Grounds key deposit will be refunded once the key has been returned to the CPEC Office by the Applicant.

h) Refunds will be refunded by the following methods:

- o Credit Card – only if this card was used for initial booking payment and all card details remain the same; or
- o 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 a Refund Request Form which is available from the CPEC Office.
- o 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
- c) The Applicant's use of CPEC, Centennial Park Equestrian Grounds and Centennial Parklands (which includes Centennial Park, Moore Park, Queens 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 3.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 in writing.

#### **6. General maintenance responsibilities**

- a) The Applicant will keep all CPEC hire areas, including stable, tackroom and feedroom (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, tackroom and feedroom (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 accompany this Booking Application.
- 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 Clause 7.1 of the CPEC Code of Conduct and Regulations:
  - 1) A business is not permitted to operate within the Centennial Parklands Equestrian Centre, Equestrian Grounds or on any Trust lands without the prior written approval of and accreditation by the Trust on the terms and conditions as advised by the Trust.
  - 2) A Participant may not give or receive riding instruction or provide agistment or livery services for payment in money or kind within the Centennial Parklands Equestrian Centre or Equestrian Grounds unless the person holds a current instructor permit or agistment licence.

## **11. Abandonment, default and termination**

- a) Any Applicant not complying with the CPEC and Grounds Code of Conduct and Regulations will be subject to one corrective advice for first breach; a formal written warning for second breach and possible removal by the Trust from CPEC and the Equestrian Grounds for repeatedly failing to comply. Any requests by the Applicant for future bookings will be determined by the CPEC Manager in their absolute discretion.
- b) 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.
- c) Further to paragraph 11.b), 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.
- d) 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.
- e) 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.

- f) 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.
- g) Further to paragraphs 11.a-f), 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.
- 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 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 2021, NSW.

I have read and accept all booking terms and conditions

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_