



VENUE HIRE LICENCE AGREEMENT - ORGANISATION

THIS AGREEMENT is dated

PARTIES

PEGASUS RIDING FOR THE DISABLED ASSOCIATION OF THE ACT INC.

OF 119 DRAKE BROCKMAN DRIVE, HOLT ACT **(“Licensor”)**

and

.....
[INSERT NAME OF ORGANISATION HIRING CENTRE]

of

.....
[INSERT ADDRESS] **(“User”)**

RECITALS

- A. The Licensor is the owner of the Centre.
- B. The Licensor grants to the User and the User accepts the right to use the Licensed Area at the Centre on the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this agreement unless the context otherwise requires:

Centre means Pegasus Riding for the Disabled of the ACT Inc.

Claims means all actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses whatsoever and howsoever arising or incurred.

Commencement Date means the date set out in **schedule item 2**.

Fee means the amount set out in **schedule item 7**.

Licensed Area means the area set out in **schedule item 5**.

Services means the services set out in **schedule item 6**.

Term means the period of this Agreement, which is set out in **clause 4**.

Termination Date means the date set out in **schedule item 2**.

2. GRANT OF RIGHTS

- 2.1 Subject to the User complying with this agreement, the Licensor grants to the User the right to use the Licensed Area solely to provide the Services for the Term and otherwise on the terms and conditions of this agreement.
- 2.2 The User agrees to use the Licensed Area to provide the Services at the Centre for the Term and otherwise on the terms and conditions of this agreement.

3. FEE

In consideration of the grant in **clause 2.1**, the User shall pay to the Licensor the Fee.

4. TERM

Subject to **clause 11**, this agreement shall commence on the Commencement Date and shall expire on the Termination Date. The User will have the right to use the Licensed Area during the period set out in **schedule item 4**.

5. USE

- 5.1 The User is not permitted to use the Licensed Area for anything other than provision of the Services.
- 5.2 The User acknowledges that the Licensor makes no warranty as to the nature of the Licensed Area and whether it is fit and proper for the Services.

6. OBLIGATIONS OF USER

The User will ensure: -

- (a) the Licensed Area is cleaned and maintained;
- (b) that due and reasonable care of the Licensed Area and all fixtures, fittings and chattels under its control is taken;
- (c) it complies with the procedure for opening and closing the Licensed Area as outlined by the committee/staff of the Licensor.
- (d) all entrance gates to the Licensed Area and arenas are closed at all times;
- (e) all riders should wear ASA 3838 approved helmets at all times when mounted.
- (f) all horses are under control at all times and no other loose animals (including dogs) are allowed in the Licensed Area;
- (g) the height of any temporary barriers are of sufficient height and substance (in accordance with regulations) to confine a horse safely within the Licensed Area;
- (h) jumping and games are carried out only under the control of a qualified NCAS equestrian instructor;
- (i) children are under the control of a responsible adult at all times;
- (j) no person smokes in the Licensed Area, except on the verandah in front of the main office.

- (k) no person consumes alcohol in the Licensed Area without prior authorisation;
- (l) all manure is removed from the arena. Buckets and a rake are provided. Coloured bins are NOT to be used, as they are used form mounted games.

7. REPRESENTATION

The User or any of its agents, employees or contractors are not at any time to represent themselves as employees or agents of the Licensor.

8. ASSIGNMENT

The User is not to assign or sub licence all or any part of the Licensed Area without the prior written approval of the Licensor.

9. INSURANCE

- 9.1 The User acknowledges that the Licensor's insurance will not extend to the User.
- 9.2 The User must take out and maintain appropriate insurance including but not limited to public liability insurance of not less than \$10 million. The User must produce a copy of a valid certificate of currency for public liability insurance upon execution of this agreement.

10. RELEASE AND INDEMNITY

- 10.1 The User releases and forever discharges the Licensor and their respective officers, servants and agents, from and against all Claims which it now has or may at any time in the future have, related to or in connection with this agreement or the Services.
- 10.2 The User is liable for and agrees to indemnify and keep indemnified the Licensor and its respective officers, servants and agents against any and all damages, expenses and liabilities arising from any Claims commenced by any person in relation to or arising from:
 - (a) any breach by the User of this agreement;
 - (b) the provision of the Services under this agreement;
 - (c) the use by the User or any person under its control, of the Licensed Area;
 - (d) any other activities in connection with the User's use of the Licensed Area.

11. TERMINATION

This agreement may be terminated prior to the end of the Term:

- (a) by written agreement of both parties; or
- (b) by the Licensor giving written notice to the User if, at any time during the Term, the User fails to meet any of its obligations under this agreement and such failure continues for more than fourteen days after the Licensor has given written notice of the failure to the User.

EXECUTION

SIGNED FOR AND ON BEHALF of)
RIDING FOR THE DISABLED)
ASSOCIATION by)
..... an authorised)
officer in the presence of:)
)

Signature of Witness

Signature of Officer

Name of Witness (please print)

SIGNED FOR AND ON BEHALF of)
[INSERT NAME OF ORGANISATION)
HIRING CENTRE] by)
..... an authorised)
officer in the presence of:)
)

Signature of Witness

Signature of Officer

Name of Witness (please print)



SCHEDULE

Item 1: **Date of Agreement** (date agreement signed)

.....

Item 2: **Commencement Date** (date of first booking)

.....

Upon execution of this agreement by both parties.

Item 3: **Termination Date** (date of last booking)

.....

Item 4: **Duration** (days/dates/times booked. e.g. every Monday from 9 – 10am or 15,16,20 and 21 July from 9am – 5pm)

.....

.....

Item 5: **Licensed Area**

.....

.....

.....

.....

(Insert details of area being hired – e.g. main arena only, or common room only, or whole facility)

Item 6: **Services**

.....

.....

[Insert details of what Licensed Area will be used for]

Item 7: **Fee**

..... [Insert amount] total amount payable including a \$50 deposit required at the time of booking. This deposit is non-refundable if cancellation is made less than two working days prior to the booking. The balance of the payment is required at the time of the booking, or upon invoice.

An additional fee for use of lights is applicable - \$9 per hour for centre-line and \$15 per hour for all lights.

ATTACHMENT A

The Licensed Area