

# Terms and Conditions of Entry

As a condition of entry or booking made to the Australian Equine and Livestock Events Centre (the AELEC) you shall be subject to the following Terms and Conditions. Entry to the AELEC or any booking made with the AELEC, whether directly or through its duly assigned booking agents, will constitute acceptance by you of the following Terms and Conditions:



## Conditions of Entry

1. Upon entry to the AELEC, you agree:
  - (i) to follow the direction and instructions of the AELEC staff at all times while at the AELEC;
  - (ii) to adhere to all directions displayed on signage within the AELEC;
  - (iii) check in or scan the CovidSafe QR code;
  - (iv) you will be removed and or evicted from the AELEC if you do any of the following:
    - (a) Use indecent, obscene, insulting or threatening language, or
    - (b) Behave in an offensive or indecent manner, or
    - (c) Tie horses to trees, fences or arena fences, or
    - (d) Light any fires, or
    - (e) Leave any personal waste at the venue, except if the waste is left in the appropriate bins allocated, or
    - (f) Use of any fire prevention or firefighting equipment at the AELEC unless in an emergency, or
    - (g) Interfere with or harm any wildlife at the AELEC, or
    - (h) Smoke in or around any the AELEC buildings. All venue buildings are smoke free, or
    - (i) Damage, deface or cover any structure, machinery, equipment, sign, descriptive plate or label;
  - (v) no external alcoholic beverages will be permitted into the AELEC Main Arena or any licensed area;
  - (vi) not to tie horses to trees, fences or arena fences;
  - (vii) that horses/livestock entering/exiting the AELEC must do so on or in a conveying vehicle. For safety and security purposes they cannot be ridden or led into or out of the venue access gates;
  - (viii) you must be respectful of other horse riders and or venue users;
  - (ix) persons under the age of 18 are supervised by an adult at all times;
  - (x) to report all incidents, accidents and damages to the applicable event organiser and/or the AELEC staff.
2. The AELEC may refuse admission to or cause to be removed from the premises any person that is, in the opinion of the AELEC staff or its appointed contractors, intoxicated, under the influence of drugs or any person that fails to abide with these conditions of entry or any other written signage at the AELEC. Persons must not remain on any part of the premises after having been requested to leave by an AELEC staff member or appointed contractor.
3. The AELEC recommends no hay or fodder to be brought in from interstate and should be purchased from a supplier within 150km of the AELEC.

## Pets and Service Animals

4. Pets and service animals brought to the AELEC must be kept on a lead at all times while at the venue.
5. No pets are permitted in the AELEC Main Arena or its concourse during a ticketed event unless it is a certified service animal.

## Vehicles

6. You must comply with all NSW road rules and related legislation while at the AELEC. In accordance, the following applies:
  - (i) Only registered vehicles are permitted to be used at the venue, meaning all motorcycles, four-wheel bikes, all-terrain vehicles (ATV), side-by-side vehicle, buggies, scooters and golf carts must have at least conditional registration through the motor registry of its home state;
  - (ii) riders of motorcycles, bicycles and four-wheel bikes must wear Australian standard helmets;
  - (iii) bicycles or any vehicles must not be used after dark without front and rear lights;
  - (iv) all registered and/or conditionally registered vehicles ("vehicles") must be operated by a driver with a valid driver licence;
  - (v) no vehicles are to be driven while the driver is under the influence of alcohol or drugs;
  - (vi) all of the AELEC road signage and speed limits are to be adhered to at all times. In the event there is no speed limit posted, vehicles should travel no faster than 10 kilometres an hour;
  - (vii) all vehicles must stay on designated or formed roads;
  - (viii) conditionally registered vehicles will not be permitted to leave the AELEC grounds.

7. Failure to adhere to any of the conditions outlined in clause 6 may result in the confiscation of the offending vehicle or you being asked to leave the premises.
8. All vehicles, except those authorised, must park in designated car or truck parking areas. Vehicles parked without authority will be towed from the site and all costs will be the responsibility of the vehicle owner.
9. You acknowledge the AELEC accepts no liability for the loss of or the damage to vehicles, or any goods or articles.

#### **Video Surveillance**

10. The AELEC advises that you may be recorded on commercial broadcast or photographed in competition settings and the AELEC reserves its right to use such images or footage for promotional purposes.
11. You also acknowledge the AELEC uses video monitoring in the venue and it may collect, store and disclose your personal information obtained as a result of such monitoring in accordance with the Privacy and Personal Information Act 1998.

#### **Stable and Site Bookings**

12. The AELEC reserves the right to change your stable, tack room and/or site booking at any time. You will be notified of any changes made by our office, either by e-mail or phone.
13. No refunds will be issued after the commencement of your first booked day or the first day of the event (whichever occurs first) has been reached.
14. Refunds requested more than two weeks prior to the event will incur a 10% cancellation fee, refunds requested less than two weeks prior to the event will incur a 20% cancellation fee, unless where a medical certificate relevant to the competitor or one vet certificate for each stable booked is produced to the AELEC then any refund will incur a 6% cancellation fee.
15. Where an event held at the AELEC is cancelled due to pandemic, weather-event or any other force majeure circumstance, bookings will be refunded less a 6% administration fee.
16. A mandatory stable cleaning bond applies to each stable booked - this cleaning bond is fully refundable if the stable(s) is completely stripped of all bedding prior to departure. The bond may also be applicable to stables, which, in the opinion of the AELEC and/or its contractors have been excessively defaced or damaged, outside the boundaries of normal wear and tear.
17. There is a minimum two (2) night charge on stabling and there will be no exceptions to this clause.
18. No alterations to bookings will be made 48 hours prior to the competitor's arrival.

#### **Sites**

19. Powered sites are line marked and numbered. The AELEC sells these sites on the basis that one vehicle and its trailer is permitted per site and requires you to stay within the boundaries of your designated site including the erection of any awnings and tents. Each additional vehicle is required to purchase its own site.
20. During events where the gatehouse is manned, the AELEC will provide a temporary pass to the powered site area which is valid for no longer than one hour for the purposes of unloading or loading feed and equipment. In the event you wish to access the area multiple times AELEC advises you to purchase a site. The AELEC reserves the right to stop issuing temporary passes at any time.
21. Power leads and relevant electrical equipment must be tagged and tested, and power leads installed in a safe manner and must not cross roads or paths unless contained appropriately.
22. When applicable, when booking an unpowered site in the paddock, you agree to park only in the designated areas and not under trees or in watercourses. Temporary yards must be of sturdy construction and must not exceed four (4) metres square.
23. There is to be no sleeping or camping in stables or tack rooms.
24. Under no circumstances is the building of horse yards on or near powered sites permitted.

#### **Stabling**

25. You acknowledge you are not permitted to drive a vehicle on any grassed areas up to and between stable blocks without written authorisation from an AELEC staff member.
26. The AELEC provides a minimum of one cubic metre of wood shavings with its stable bookings as bedding. You acknowledge that quality can vary and the onus is on you to remove and discard any bedding that is not suitable to your requirements. Extra bedding is to be provided by you.
27. In the event a Horse or other animal becomes ill or injured, you shall endeavour to notify the applicable event organiser. Further, if the Horse is treated with an infectious or zoonotic disease within one month prior or after attending the AELEC venue, you are to notify the applicable event organiser.
28. The AELEC does not permit the on-selling of stables and/or sites. In the event a stable or site is on-sold all authority and monies are vested with the party which booked and paid for the stable and or site first. You assume all risk when buying and/or selling any stable or site without the written permission of the AELEC.
29. The AELEC does not support the payment to third parties by you for the cleaning of stables. An AELEC appointed contractor is the only party other than the booking holder that are permitted to clean stables.

### **Ticketed Events**

30. For ticketed events held at the AELEC, you acknowledge the following shall apply:
- (i) The AELEC is not responsible for the sale of tickets for events held at the premises and therefore the AELEC has no liability to you for any claims in respect to ticket sales.
  - (ii) Any person entering or attempting to enter the AELEC without prior authorisation or not in possession of a valid ticket to attend an event, will be liable for prosecution.
  - (iii) Entry may be refused if the AELEC is unable to verify the authenticity of the ticket including any unidentified formats or if the ticket has been damaged or defaced in any way.
  - (iv) You must retain your ticket at all times while at the AELEC.
  - (v) You must produce proof of age or documentation proving concession when a ticket that was bought at a concessional price is presented for use or entry.

### **Hold Blameless, Release and Indemnity**

31. You acknowledge that the activities undertaken on these premises have inherent risks, dangers and hazards, and that there is a risk of personal injury and/or death from your participation in any activity conducted on these premises. By participating in the activity, you acknowledge and accept all risks, hazards and dangers associated with any activity or your presence on the premises regardless of whether such risks are obvious, hidden, incidental or consequential.
32. You acknowledge you have been given the opportunity to inspect the AELEC and its facilities and agree the AELEC and its facilities meet the standard applicable to the horse industry and that the AELEC will be held blameless in respect to any injury or death of any Horse as result of it competing or being kept, stabled and/or yarded at the AELEC.
33. You hereby release the AELEC and any of its employees and contractors from any Claims and agree to indemnify and keep indemnified the AELEC against any and all liability or loss for arising from injury, sickness, disease, death or damage to person, property or Horse including but not limited to, solicitor/client legal costs and expenses on a full indemnity basis. This release includes, but is not limited to, loss by theft, fire, running away, injury by another horse, death, or injury by or to any person or property.
34. Claims means all claims, investigations, demands, actions, proceedings, suits, causes of action, damages, debts, costs, verdicts and judgements whatsoever whether at law or in equity or under any statute including but not limited to all claims arising from or out of injury or damage to person, Horse, any vehicles and property or as consequence thereof which relate to any incident or matter which occurred as a result of being at the AELEC.
35. You shall be solely responsible for maintaining insurance on a Horse including public liability, accidental injury, theft and equine mortality insurance. All risks, including but not limited to, sickness, disease, astray, theft, death and/or injury connected with training, showing, stabling, handling and/or transporting horse, are to be borne solely by you.

### **Governing Law**

36. The law of New South Wales governs these terms and conditions and the parties submit to the jurisdiction of that state.

### **Severance**

37. If for any reason any part of these clauses within these terms and conditions would render the terms and conditions ineffective, void, voidable, illegal or unenforceable, that part shall, without in any way affect the validity of the remainder of the terms and conditions, be severable here from and the terms and conditions shall be read and construed and take effect for all purpose as if that part were not contained herein.

### **Definitions**

38. The following words have these meanings in these Terms and Conditions unless the contrary intention appears:
- AELEC** means the Australian Equine and Livestock Events Centre as owned and operated by Tamworth Regional Council, and all its facilities, buildings, arenas, grounds and property.
- You** means any competitor, Horse Owner, visitor, spectator, onlooker, attendee, patron, trader, contractor or any other person entering the AELEC.
- Horse Owner** means the person, part owner, lessee, part lessee, syndicate member, syndicate manager, director, shareholder, trustee, beneficiary, company, entity or any person who is recognised as an owner jointly and severally, where there is more than one person who by definition shares ownership in the horse, or any duly authorised agent or assignee.
- Horse** means any horse owned by any Horse Owner.