

TERMS & CONDITIONS OF ENTRY

Entry to and/or any booking made with the Australian Equine and Livestock Events Centre ("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 AELEC, you agree:
 - (i) to follow the directions and instructions of AELEC staff at all times;
 - (ii) to adhere to all directions displayed on signage at AELEC;
 - (iii) adhere to all current regulatory and biosecurity provisions;
 - (iv) you may be evicted from and or fined by AELEC if you do any of the following:
 - (a) Use indecent, obscene, insulting or threatening language
 - (b) Behave in an offensive or indecent manner
 - (c) Tie animals to trees or AELEC infrastructure.
 - (d) Light any fires
 - (e) Leave any waste at AELEC, except if the waste is left in the appropriate bins allocated
 - (f) Use of any fire prevention or firefighting equipment at AELEC unless in an emergency
 - (g) Interfere with or harm any wildlife at AELEC
 - (h) Smoke or vape outside of the designated smoking areas at AELEC
 - (i) Damage, deface or cover any structure, machinery, equipment, sign, descriptive plate or label; and
 - (v) no external alcoholic beverages will be permitted into the AELEC Main Arena and any licensed area across the AELEC site;
 - (vi) that horses and/or livestock entering or exiting 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;
 - (vii) you must be respectful of other animals, venue users and patrons;
 - (viii) persons under the age of 18 are supervised by an adult at all times; and
 - (ix) to report all incidents, accidents and damages to the applicable event organiser and/or AELEC staff.
2. 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 AELEC. Persons must not remain on any part of the premises after having been requested to leave by AELEC staff or appointed contractor.
3. No prohibited items, as defined in the Weapons Prohibition Act 1998, are to be brought onto the AELEC premises. Tools of trade will be allowed at AELEC's discretion.
4. AELEC recommends no hay or fodder to be brought in from interstate and should be purchased from a supplier within 150 kilometres of AELEC. AELEC reserves the right to implement further restrictions in accordance with current regulatory and biosecurity provisions.

Pets and Service Animals

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

Vehicles

7. You must comply with all NSW road rules and related legislation while at AELEC. In addition, the following applies:
 - (i) only roadworthy vehicles are permitted to be used at the venue, meaning all motorcycles, four-wheel bikes, all-terrain vehicles (ATV), side-by-side vehicles, buggies, scooters and golf carts;
 - (ii) conditionally registered or unregistered roadworthy vehicles will not be permitted to leave AELEC grounds;
 - (iii) riders of motorcycles, bicycles and four-wheel bikes must wear Australian standard helmets;
 - (iv) vehicles of any kind must not be used after dark without front and rear lights;
 - (v) all registered and/or conditionally registered vehicles ("vehicles") must be operated by a driver with a valid driver licence;
 - (vi) no vehicles are to be driven while the driver is under the influence of alcohol or drugs;
 - (vii) AELEC's 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 per hour in shared zones and 30 kilometres per hour elsewhere; and
 - (viii) all vehicles must stay on designated or formed roads.
8. Failure to adhere to any of the conditions outlined in Clause 7 may result in the confiscation of the offending vehicle or you being asked to leave the premises.
9. All vehicles, except those authorised, must park in designated parking areas. Vehicles parked without authority will be towed from the site and all costs will be the responsibility of the vehicle owner.
10. You acknowledge AELEC accepts no liability for the loss of or damage to vehicles, or any goods or articles.

Photography and Videography Notice

11. AELEC advises that by entering, you consent to your voice, name and/or likeness being used, without compensation, in photographs, films and tapes for exploitation in any and all media, whether now known or hereafter devised, for eternity, and you release Tamworth Regional Council, its successors, assigns and licensees from any liability whatsoever of any nature. Please do not enter AELEC if you do not wish to be subject to the foregoing.
12. You also acknowledge 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 Protection Act 1998.

Stable and Camping Bookings

13. 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 AELEC Management, either by e-mail, phone or face to face.
14. No refunds will be issued after the commencement of your first booked day or the first day of the event (whichever occurs first).
15. Refunds requested more than two (2) weeks prior to the event will incur a 10% cancellation fee, refunds requested less than two (2) weeks prior to the event will incur a 20% cancellation fee, unless a medical certificate relevant to the competitor or a vet certificate for each stable booked is produced to AELEC whereby refund will incur a 6% cancellation fee.
16. Where an event held at AELEC is cancelled due to pandemic, weather-event or any other force majeure circumstance, bookings will be refunded less a 6% administration fee.
17. A mandatory cleaning bond applies to each stable and tack room booked; this cleaning bond is fully refundable if the stable(s) and/or tack-room(s) are completely stripped and cleaned of all bedding, twine, string, cable ties, signage, rubbish and any writing on walls, prior to departure. The bond shall be forfeited by you should any type of labour and/or machinery or equipment be required to return the stable and/or tack-room to the state it was at the time of arrival.
18. There is a minimum two (2) night charge on stabling.
19. No alterations to bookings will be made 48 hours prior to the booking commencing.

Camping

20. Powered sites are line marked and numbered. AELEC sells these sites on the basis that one (1) vehicle and its trailer are permitted per site and you are required to stay within the boundaries of your designated site including any awnings and tents. Each additional vehicle is required to purchase its own site.
21. For the purposes of unloading or loading feed and equipment, during events where the gatehouse is manned, AELEC will provide a temporary pass for an additional vehicle to access the site which is valid for no longer than one (1) hour. In the event you wish to access the site multiple times, AELEC may require you to purchase an additional site or a support vehicle pass for a designated time period. AELEC reserves the right to stop issuing temporary passes at any time and can remove passes at any point.
22. Power leads and relevant electrical equipment must be tagged and tested. Power leads must be installed in a safe manner and must not cross roads or paths unless covered appropriately so as not to cause a trip hazard.
23. When booking an unpowered site, you agree to park only in the designated areas. Temporary yards must be of sturdy construction and must not exceed four (4) square metres.
24. Under no circumstances is the building of horse yards on or near powered sites permitted.
25. Horses are not permitted to be housed or tied at powered sites.

Stabling

26. You are not permitted to drive a vehicle on any grassed areas around and between stable blocks without written authorisation from an AELEC staff member.
27. AELEC provides as a standard approximately one (1) cubic metre of wood shavings with its stable bookings as bedding. You acknowledge that quality can vary and it is your responsibility to remove and discard any shavings that are not suitable to your requirements. Extra bedding is to be provided by you.
28. In the event an animal becomes ill or injured, you shall notify the event organiser as soon as practically possible. Further, if the animal is treated with an infectious or zoonotic disease within one (1) month prior to or after attending AELEC, you are to notify the event organiser as soon as practically possible.
29. 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.
30. 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 is permitted to clean stables.
31. There is to be no sleeping or camping in stables or tack rooms.

Ticketed Events

32. For ticketed events held at AELEC, the following shall apply:
 - (i) AELEC utilises the services of a third party (ticketing provider) for the sale and refunding of tickets and therefore AELEC has no liability to you for any claims in respect to ticket sales and refunds. AELEC staff will provide you with all necessary information to contact or make a claim with AELEC's ticketing provider.
 - (ii) Any person entering or attempting to enter 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 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 AELEC and produce it for verification by an AELEC staff member at any time if requested.

- (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.
- (vi) No outside food and drink is to be brought into AELEC.
- (vii) No chairs or seating is to be brought into AELEC.

Hold Blameless, Release and Indemnity

- 33. 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.
- 34. You hereby release AELEC and any of its employees and contractors from any claims and agree to indemnify and keep indemnified AELEC against any and all liability or loss arising from injury, sickness, disease, death or damage to any person, property or animal 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 animal, death, or injury by or to any person or property.
- 35. 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, animal, vehicle and property or as consequence thereof which relate to any incident or matter which occurred as a result of being at AELEC.
- 36. You shall be solely responsible for maintaining insurance on an animal including public liability, accidental injury, theft and 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 animals, are to be borne solely by you.
- 37. AELEC accepts no responsibility or liability whatsoever for any losses, damages, costs and expenses whatsoever arising as a result of or in connection with any biosecurity outbreak.

Governing Law

- 38. The law of New South Wales governs these terms and conditions and any relevant parties submit to the jurisdiction of that state.

Severance

- 39. 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 purposes as if that part were not contained herein.

Reservation of Right

- 40. AELEC reserves the right to override any decision or action of an Event Organiser in relation to an event or the use of AELEC, in its sole discretion, deems the decision or action to be detrimental to AELEC or safety generally.

Child Protection

- 41. AELEC is committed to creating and maintaining an environment that is committed to the care, protection and safeguarding of children in accordance with the NSW Child Safe Standards, relevant legislation and Tamworth Regional Council's Child Safe Policy and Commitment to Child Safety Statement. AELEC has zero tolerance of child exploitation and abuse in our facility.

Definitions

- 42. 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, animal owner, visitor, spectator, onlooker, attendee, patron, trader, contractor or any other person entering AELEC.
 - Animal 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 animal, or any duly authorised agent or assignee.
 - Event Organiser** means the entity or person responsible for hiring AELEC and planning, coordinating and executing an event at AELEC.