



EQUESTRIAN
WESTERN AUSTRALIA

State Equestrian Centre

Facility Hire Terms & Conditions 2024

Office Hours

Administration hours: Monday to Friday from 8.00am to 5.00pm, (excluding public holidays).

Booking hours: Daily from 8.00am to 5.00pm.

Access outside these hours must be approved by SEC Management.

Contact Us

Postal: 303 Cathedral Avenue, Brigadoon, WA 6069

Telephone: +618 9296 1200

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Email: events@equestrianwa.org.au

1. Bookings

- 1.1. Bookings must be made through the SEC Management.
- 1.2. The Hirer must provide to the SEC a signed copy of these terms, the applicable deposit and a public liability insurance certificate of currency.
- 1.3. Final numbers must be confirmed in writing at least one week prior to the start of the Event.
- 1.4. The Hirer books the arenas and grounds as they are. Additional work outside the scope of management of the area's may be on charged.

2. Rates and Subsidies

All invoicing will be at the rates set out in the SEC Hire Price List.

3. Deposit, Bond, Final Invoice and Miscellaneous Fees

- 3.1. Deposit:
 - 3.1.1. The SEC will request a non-refundable deposit of \$200.00 to confirm the booking.
 - 3.1.2. This deposit will be deducted from the Final Invoice.
- 3.2. Bond:
 - 3.2.1. A Bond is required for the certain events held at the SEC.
 - 3.2.2. The SEC will inform the Hirer if a Bond is required for their event. The Bond required is \$1,500.
 - 3.2.3. The SEC will refund any unused bond to the event organiser within fourteen (14) days after the event fee has been paid in full.
 - 3.2.4. Alternatively the Bond may be deducted from the Final Invoice. This request must be confirmed by email.
 - 3.2.5. Damage to the SEC's equipment, facilities, buildings or natural landscapes will be charged to the event organiser and deducted from the bond. To the extent that the bond is insufficient to cover this cost, a separate invoice will be issued to the event organiser. The Hirer agrees to pay any additional invoice within seven (7) days after receipt thereof.
 - 3.2.6. If SEC has not been returned to the condition prior to the event, the Hirer will be asked to return to make it so, and if the standard of return is not acceptable the Hirer will forfeit the Bond.
- 3.3. Final Invoice:
 - 3.3.1. Upon conclusion of the Event, the SEC will issue a tax invoice for the Event.
 - 3.3.2. As this invoice will be for the actual services provided by the SEC during the event, this invoice may differ from the event quote.
 - 3.3.3. The Event fee must be paid within 7 (seven) days from the date of Final Invoice.
- 3.4. Other fees:
 - 3.4.1. All amounts payable are inclusive of goods and services taxes (GST).
 - 3.4.2. Where extensive car parking (in excess of 200 cars) is anticipated to be required, the SEC can make overflow parking available at a negotiated amount. Should the event attract a large number of spectators the SEC advises the Hirer's to bring in car parking attendants at their own cost.
 - 3.4.3. Where patron numbers are anticipated to be over 500 people and it is expected that additional cleaning of the SEC is required, the Hirer maybe responsible for 100% payment towards the commercial cleaning costs. SEC Management will negotiate with hirer prior to event.

3.4.4. The Hirer must pay all stamp duty (including fines and penalties) arising in relation to its use of the SEC

4. Cancellations

- 4.1. Cancellations by the Hirer can only be made in writing (email) to SEC Management.
- 4.2. Cancellations within 30 days of the events scheduled start times will result in loss of the deposit. If the Hirer is yet to pay the deposit the SEC will invoice the Hirer for \$200 of the estimated venue hire costs and the Hirer agrees to pay within seven (7) days after receipt thereof.
- 4.3. Cancellations within 14 days of the events scheduled start time will be liable for 100% of the venue hire fees for the areas booked.
- 4.4. Cancellation fees will only be waived in exceptional circumstances and this can only be approved by the CEO of EWA.
- 4.5. The SEC may interrupt or cancel any Event if it is of the opinion (based on reasonable grounds) that circumstances or events (including but not limited to inclement weather, safety issues and civil emergencies) so require.
- 4.6. The SEC will not be liable to the Hirer for any loss or damage suffered by the Hirer as a result of any such interruption or cancellation.
- 4.7. If the SEC requires for your event to be cancelled you will be refunded the deposit. However the SEC will provide alternate dates, if the Hirer chooses not to take the option of an alternate date the SEC will not be liable to the Hirer for any other loss or damage suffered by the Hirer as a result of any such interruption or cancellation.

5. EWA Membership and Non-Members' Ground Service Fees and Facility Levy

- 5.1. The Hirer must acknowledge that participants in their events may hold EWA Membership.
- 5.2. EWA Membership entitles the participant to complimentary GSF.
- 5.3. Non EWA Members participating in events must be charged the GSF of \$20 per animal per day.
 - 5.3.1. The Hirer must advertise GSF obligations.
 - 5.3.2. The Hirer must collect GSF revenue.
 - 5.3.3. The Hirer must pass on those collected fees to the SEC upon conclusion of the event.
 - 5.3.4. A copy of entries/draw after each event will need to be provided to issue Ground Service Fee
- 5.4. A SEC Facility Levy of \$15 per animal per day applies for all participants in events.
 - 5.4.1. The Hirer must advertise FL obligations
 - 5.4.2. The Hirer must collect FL revenue.
 - 5.4.3. The Hirer must pass on those collected fees to the SEC upon conclusion of the event.
 - 5.4.4. A copy of entries/draw after each event will need to be provided to issue SEC Facility Levies by the following Friday after the event

6. Stables and Yards

- 6.1. Hirers may advise their participants that stables are available for booking.
 - 6.1.1. It is the responsibility of participants to book stables.
 - 6.1.2. This can be done online at www.wa.equestrian.org.au/sec/make-booking
 - 6.1.3. It is the responsibility of those booking stables to acknowledge the terms and conditions for SEC stable hire.
 - 6.1.4. If the hirer is looking to put stables aside to be allocated to 'committee members' and/or sponsors. An administrative fee of \$200 will be charged to the hirer included in their event quote.
- 6.2. Hirers may advise their participants that yards are available on a 'first come first served' basis.
 - 6.2.1. There is no charge to use the yards at the SEC. Users are required to remove waste.
 - 6.2.2. If this does not occur, the Hirer acknowledges they will be charged for the length of time it takes to clean up. This will be charged at the advertised SEC Groundsman hourly rate.
- 6.3. Horses staying overnight may be stabled or kept in the permanent yards. The use of portable yards is permitted if they comply with EA standards. It is the responsibility of the Hirer to enforce this rule.
- 6.4. If the event has an Organising Committee, they may determine that their participants may use portable yards during the day.
 - 6.3.1. However the SEC, expects that the users of portable yards will remove all waste post-event.
 - 6.3.2. If this does not occur, the Hirer acknowledges they will be charged for the length of time it takes to clean up. This will be charged at the advertised SEC Groundsman hourly rate.

7. Camping

- 7.1. Hirers may advise their participants that camping is allowed at the SEC.
 - 7.1.1. All overnight camping is by prior arrangement only with EWA.
- 7.2. This can be done online at www.wa.equestrian.org.au/sec/make-booking
 - 7.2.1. EWA Membership entitles the participant to complimentary camping for themselves and family members.
- 7.3. There are no powered sites on the camping ground.
- 7.4. Camping sites are available on a 'first come first served' basis.
- 7.5. Campfires are only permitted at times approved by City of Swan. Please refer to the website www.swan.wa.gov.au to see if campfires are permitted.

8. Licensing and Catering

- 8.1. The Centre is a fully licensed premise. **No alcohol** may be brought by Hirers into the Centre.
- 8.2. If the Hirers require Bar Service, this is to be arranged through SEC Management.
- 8.3. Alcohol may only be sold or supplied within the indoor arena and licensed areas unless an extended trading permit is obtained. Arrangement to extend the licensed area can be arranged through SEC Management. The additional cost of permit may be charged to the hirer.
 - 8.3.1. For a full diagram of licensed areas, please contact the Events Coordinator
- 8.4. Last orders are 10.30pm, though an extended license may be offered with prior arrangement.
- 8.5. Sponsored wine may be used for prizes **ONLY**
 - 8.5.1 No Alcohol is to be brought into the event unless prizes
- 8.6 Wine can be purchased through the SEC bar for VIP events
- 8.7 Outside caterers are permitted by prior arrangement with SEC Management. See Catering policy for procedures
 - 8.7.1 Outside caterers must acknowledge the Food Act of 2008.
 - 8.7.2 Notified the appropriate enforcement agency.
 - 8.7.3 Hold Product and Public Liability Insurance

9. Media coverage/commercial filming and photography

- 9.1. Commercial operators of this nature engaged by the hirer must hold relevant licenses such as Working with Children Checks.

10. Signage

- 10.1. Signage may not be erected on the fence/surrounds of the C-Quest, C-Quest warm-up, International Arena or Indoor Arena without prior approval.
- 10.2. Signage may not be erected on the General Purpose field without permission from SEC Management
- 10.3. The Hirer may be asked to remove unsuitable signage first, then if the Hirer has not complied SEC staff will remove unsuitable signage.
- 10.4. All notified signage is to be erected and removed at the Hirer's cost at a time agreed between the Hirer and SEC.
- 10.5 All signage is to be removed and taken at the end of the event

11. Marquees and temporary structures

- 11.1. Hirers are to liaise with SEC Management in regard to the erection and site location of marquees, tents, stages, platform and temporary grandstands at the SEC.
- 11.2. All structures are to be erected / removed, at the Hirer's cost, at an agreed time between the Hirer and the SEC and must meet relevant safety regulations.

12. Access, parking and vehicles

- 12.1. Vehicles and persons are not permitted within the confines of nominated restricted areas.
- 12.2. Please note a speed limit of 20kph applies throughout the SEC.
- 12.3. Golf carts etc. – must display conditional registration labels in accordance with RTA legislation. Golf carts are only permitted to carry the specified number of passengers – no overloading will be permitted. Golf carts may only be operated by licensed drivers. Golf carts must not be driven whilst under the influence of drugs or alcohol. All vehicles must obey traffic legislation applicable at the time, the Australian Road Rules.

13. Trade exhibitors/commercial operators

If the Hirer wishes to appoint trade exhibitors/commercial operators to provide goods and/or services during the event, the Hirer must ensure that each proposed trade exhibitor/commercial operator completes the Commercial Terms and Conditions Form.

14. Medical requirements

- 14.1. It is the responsibility of the Hirer to ensure that adequate medical and first aid measures are provided at the SEC for competitors, spectators and officials associated with the event.
- 14.2. The SEC must be notified if any persons required or receive medical assistance as a direct result of the event, whether assistance comes from onsite medical facilities or other emergency services not associated with the Hirer, such as ambulance
- 14.3. It is the Hirer's responsibility to provide the SEC with a completed Incident Form within 7 days of the incident.

15. Biosecurity

- 15.1. The SEC may request participants to complete the "Horse Event Participation Declaration" form for the event.
- 15.2. The Hirer agrees to collect the forms from their participants if asked by the SEC. The Hirer acknowledges this is a random biosecurity check and a pro-active biosecurity step for equine health and safety in WA.

16. Workplace Health and Safety Requirements

- 16.1. The Hirer must comply with all laws relevant to health and safety
- 16.2. The Hirer will guarantee no volunteer will operate SEC machinery, unless strict approval has been provided by the SEC Management and training of use provided.
- 15.3 The Hirer must notify SEC staff if it detects any problems relating to public and users safety, workplace health and safety and minor operational or maintenance issues or procedures.

17. Safety

- 17.1. The Hirer agrees to conduct the event/s with proper regard to the preservation of public safety and not to do or omit to do anything which might in any way endanger the SEC, including without limitation, any person and any equipment, chattels or goods at any time at the SEC whether the property of the SEC or not.

18. Prohibitions

- 18.1. Dogs are allowed at the Centre (excluding buildings and eating areas).
 - 18.1.1. They must be kept on a leash and under control at all times.
 - 18.1.2. The SEC retains the right to ban dogs that offend or frighten. Any dog banned must be removed immediately.
- 18.2. Smoking is only permitted on the entrance road side of the main SEC pavilion.
- 18.3. Alcohol, subject to clause 8:
 - 18.3.1. No alcohol may be brought into the Centre by Hirers
 - 18.3.2. Breaches to this clause, will see loss of Bond.

19. Liability and Indemnity

- 19.1. The Hirer must inform SEC of any damage immediately upon becoming aware of such damage.
- 19.2. The Hirer indemnifies and keeps indemnified Equestrian Western Australia Incorporated (EWA), the SEC, its officers, employees, Board and Committee members, agents and contractors against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses, damages, costs and expenses whatsoever and howsoever arising in respect of the use of the SEC, the use of the venue equipment and other items provided by the SEC, the Hirer not proceeding with the event or any competition forming part of the event or any breach of these terms and conditions for events by the Hirer except to the extent that such liability is caused by the negligence of the SEC.
- 19.3. The Hirer releases EWA and the SEC from and agrees that EWA and the SEC are not liable for any loss or damage to person or property suffered or incurred (including loss of profits or loss or damage to the event organizer's reputation) in connection with the use of the SEC or the venue equipment provided by the SEC unless such loss or damage is caused by the negligence of the SEC.
- 19.4. The indemnity and release in this paragraph apply whether or not the loss or damage arose as a result of anything the Hirer is authorised or obliged to do under these Terms and Conditions for events or anything the SEC has consented to or approved.
- 19.5. Whilst the SEC attempts to minimize any risk of personal injury and/or damage to property, the Hirer acknowledges that it is aware that all activities (including the use of the SEC's equipment) are inherently dangerous in that they may cause injury to property and/or persons and the Hirer accepts any such risk and warrants that all those participating accept that they engage in any recreational activity concerned at their own risk.
- 19.6. The SEC accepts no responsibility or liability whatsoever for any losses, damages, costs and expenses and any loss of or damage to property suffered or incurred as a result of or in connection with Equine Influenza or other diseases.
- 19.7. The event organizer agrees to indemnify and keep indemnified Equestrian WA, the SEC, its officers, employees, agents and contractors against all liability for loss of or damage to property and all actions, claims, demands, costs and expenses whatsoever arising as a result of or in connection with equine influenza and other diseases.
- 19.8. The Hirer agrees and accepts that the SEC is not involved in any way in the organisation of the event and is merely providing a facility for the use of the Hirer. The SEC makes no warranties in relation to fitness for purpose or the safety of the facility.

20. Public Liability Insurance

- 20.1. The Hirer must effect and maintain Public Liability Insurance for the duration of the Event with an insurer and on terms acceptable to the SEC.
- 20.2. The SEC reserves the right to reject any event application or part of any event application if it is of the opinion that a particular activity which the event organiser intends to undertake is not covered by insurance.
- 20.3. A certificate of currency from the Hirer's insurer must be provided to the SEC at the time of confirming the booking.

21. Compliance and Warranties

- 21.1. The Hirer must comply with all relevant laws and, where applicable, all lawful directions of other authorities in relation to the Event.
 - 21.1.1. This includes Working with Children legislation.
- 21.2. It is the Hirer's responsibility to obtain all relevant licenses and permits for staging their event.
 - 21.2.1. If the SEC becomes aware of non-compliance, the SEC reserves the right to cancel the event
- 21.3. The Hirer acknowledges it will comply with all reasonable requests by the SEC in connection with its event.

22. Refusal of admission

The Hirer acknowledges that the EWA/SEC reserves to itself the right to refuse admission to, or cause to be removed from, the SEC any person who is, in the opinion of EWA/SEC, offensive, improper, undesirable or inappropriate or in the opinion of EWA/SEC may cause danger to themselves or the public or cause damage to property.

23. Reservation of right

- 23.1. The SEC reserves the right to override any decision or action of the Hirer in relation to the event or use of the venue if the SEC, in its sole discretion, deems the decision or action to be detrimental to the SEC, its facilities, equipment, staff, members and the safety of its patrons and visitors.
- 23.2. The Hirer agrees to follow any directions or instructions given by any person appointed by the SEC to manage and control the SEC and to follow any directions displayed in the SEC.
- 23.3. The SEC may request the right to record, in any manner, without limitation, the event or any part of the event, for event management and marketing purposes only with prior approval of the hirer.

24. Breaches

- 24.1. If the Hirer breaches any of these terms, the SEC may cancel the Hirer's booking.
- 24.2. Any cancellation as a result of a breach by the Hirer is without prejudice to any other rights the SEC may have.
- 24.3. The SEC will not be liable to the Hirer for any loss or damage suffered by the Hirer as a result of any cancellation under this clause.
- 24.4. Breaches during the event will forfeit the Deposit and Bond.

25. Pre-event meeting

Prior to the commencement date, the Hirer may be asked to meet in person with SEC Management:

- 25.1. Discuss requirements
- 25.2. Present final number of participants
- 25.3. Inspect the facility and equipment

26. Miscellaneous

- 26.1. The Hirer may not assign all or any part of its rights to use the SEC.
- 26.2. These terms and the hire of the Centre by the SEC to the Hirer are governed by the laws of the State of WA.
- 26.3. These terms may only be varied by the SEC in writing by the EWA Chief Executive Officer.