



**WESTWOOD FARM**  
**LIONS YOUTH HAVEN Inc.**  
 ABN 69 250 165 481  
**AGISTMENT AGREEMENT**



*The Agistor hereby grants to the Agistee the right to agist the horse or horses on such part of the land as is nominated by the Agistor from the commencement date until the licence is terminated in consideration of payment of the fees and charges and compliance by the Agistee of the Rules of Conduct attached.*

*This agreement is subject to the Terms and Conditions signed by the Agistee which are deemed to be part of and included in this Agreement.*

Item 1.	AGISTOR	Lions Youth Haven Inc
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Item 2.	AGISTEE -	Full Name			
		Address			
		Suburb		Postcode	
		Home Phone			
		Mobile			
		Fax			
		Email			

Item 3	LAND	Blocks 1593, 1620, and 1622 Tuggeranong ACT
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Item 4.	HORSE NAME	HORSE DESCRIPTION
	1.	
	2.	
	3.	

Item 5.	<b>SCHEDULE OF FEES &amp; CHARGES</b>		Quantity	TOTAL
	<small>Prices reviewed every 2 years include GST and apply from 1 July 2013</small>			
	Stable with day paddock	\$270.00 per month per horse		
	Private Shared paddock	\$173.00 per month per horse		
	Shared paddock	\$164.00 per month per horse		
	Horse float parking	\$15.00 per month per float		
<b>TOTAL FEE PAYABLE PER MONTH – IN ADVANCE</b>				<b>\$</b>

Item 6	OTHER APPLICABLE FEES	
	Agistment Bond payable prior to horse arriving at Lions Youth Haven Westwood Farm (bond will be held in trust)	\$400.00
	Late payment fee – This fee will be applied if payment is received after the 15 <sup>th</sup> of the month in which it is due.	\$25.00 per horse per month

Make payments by direct debit  
 Lions Youth Haven Inc (BSB 633000 A/c No 118732825)  
No Cash Payments will be accepted



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Item 7.	<b>RULES OF CONDUCT</b>
	<p>1) <b>General Rules of Conduct</b></p> <ul style="list-style-type: none"><li>a) The Agistee will participate in a <b>regular horse-drenching program</b>.</li><li>b) The Agistee will only ride a horse on the Land in <b>areas designated</b> by the Agistor for riding.</li><li>c) The Agistee will ensure that the <b>horse is kept under control</b> while being fed or ridden.</li><li>d) The Agistee will <b>wear an approved helmet</b> at all times when riding a horse on the Agistor's land.</li><li>e) The Agistee will <b>NOT</b> ride and/or exercise a horse in the agistment paddock.</li><li>f) The Agistee will at all times <b>accede to and obey the reasonable directions</b> of the Agistor or its manager.</li></ul>
	<p>2) <b>Round Yard &amp; Arena Rules of Conduct:</b></p> <ul style="list-style-type: none"><li>a) The Agistee will not use the round yard or arena to break in any horse to saddle; and</li><li>b) The Agistee will not permit any other person to use the round yard or arena.</li><li>c) The Agistee will:<ul style="list-style-type: none"><li>i. clean up all manure after each period of activity.</li><li>ii. always ride left shoulder to left shoulder.</li><li>iii. call "gate free" if others are riding in arena.</li><li>iv. ensure that the slowest animal to ride on inside track of arena where possible.</li><li>v. not walk or stop on outside of the track, please do this in middle of the arena.</li><li>vi. respect the round yard &amp; arena and riders involved in serious horse work or lessons.</li><li>vii. advise management if lessons will be taking up large amount of time or space in round yard or arena.</li><li>viii. not ride whenever there are people having lessons</li><li>ix. not ride after wet weather, and</li><li>x. avoid jumping.</li></ul></li></ul>



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	<p>3) <b>Stable Management Rules of Conduct – Agistees shall observe the following rules:</b></p> <ul style="list-style-type: none"><li>a) The breezeway is to be kept clear at all times;</li><li>b) No horses are to be tied up in the breezeway;</li><li>c) <b>No smoking</b> is permitted in the stables;</li><li>d) <b>No dogs</b> are to be permitted in the stables;</li><li>e) Any <b>rubbish</b> created by an Agistee in the stable area is <b>to be taken away</b>;</li><li>f) <b>Tack rooms</b> are to be <b>kept clean</b> and all feed is to be kept in sealed containers;</li><li>g) <b>Stable boxes</b> are to <b>kept clean</b> at all times;</li><li>h) Wet patches are to be dug out once a week and lime is to be used to stabilise dug out areas of stable boxes once a month;</li><li>i) <b>Sawdust</b> for use in stable boxes should not be wasted; and</li><li>j) <b>Vehicles are not to be parked in laneways</b> between stables.</li></ul>
	<p>4) <b>Shared Paddock Rules of Conduct– Agistees shall observe the following rules :</b></p> <ul style="list-style-type: none"><li>a) No rugs to be left on fences and rails,</li><li>b) Shut all gates,</li><li>c) Clean-up after your horse,</li><li>d) Remove your rubbish from the Farm, and</li><li>e) Place horse excrement in the areas provided.</li></ul>
	<p>5) <b>Application of Rules of Conduct:</b></p> <ul style="list-style-type: none"><li>a) The above rules apply to any other person attending, training or riding a horse on behalf of an Agistee or any person invited by the Agistee to be present while the Agistee is on the Land;</li><li>b) The Agistee is responsible for ensuring that the person is made aware of these rules; and</li><li>c) The Agistee is responsible for ensuring that the person complies with these rules.</li><li>d) The Agistee is responsible for ensuring that the person provides the agistor with their details as per this agreement in Items 2, 4 &amp; 5 prior to attending, training or riding a horse on behalf of the agistee.</li></ul>



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**TERMS AND CONDITIONS**  
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These are the Terms and Conditions applying to and forming part of this Agreement between:

Lions Youth-Haven Incorporated (**Agistor**); and  
the person named in Item 2 of the Agreement (**Agistee**).

## Background

1. The Agistor occupies the Land as lessee and licensee respectively pursuant to a Crown Lease over Block 1593 District of Tuggeranong; and Licence Agreements over Blocks 1620 and 1622 District of Tuggeranong.
2. The Crown Lease and the Licence Agreement allow the Agistor to use the Land, inter alia, for horse Agistment.
3. The Agistee owns or is lawfully entitled to possession of the Horse and is over the age of eighteen (18) years.
4. The Agistor has agreed to permit the Agistee to agist the Horse on the Land at the Agistee's request and on these terms and conditions.

## 1. Interpretation

1.1 In this agreement unless the contrary intention appears:

- 1.1.1. 'Agist' or 'Agistment' means to graze or to pasture, an animal for a fee.
- 1.1.2. 'Agistee' means the persons named in this Agreement and includes the personal representatives and successors in title of that person.
- 1.1.3. 'Agistee Facilities' means the facilities which the Agistor will provide, as specified in **Item 6** of the Agreement, or as amended from time to time in accordance with these Terms and Conditions.
- 1.1.4. 'Agistee Services' means those services which the Agistor will provide, as specified in **Item 6** of the Agreement, or as amended from time to time in accordance with these Terms and Conditions.
- 1.1.5. 'Agistment Fee' means the periodic fee payable by the Agistee to the Agistor for the use of the Agistee Facilities and Agistee Services, calculated in accordance with the Schedule of Fees and Charges being **Item 6** of the Agreement or as amended from time to time in accordance with these Terms and Conditions.
- 1.1.6. 'Agistor' means Lions Youth-Haven Incorporated and includes the Manager or Acting Manager appointed by the Board of Lions Youth Haven Inc and any other person authorised by the Board of Lions Youth Haven Inc to act on its behalf for the purposes of this agreement.
- 1.1.7. 'Commencement Date' means the date referred to in **Item 5** of the Agreement.
- 1.1.8. 'Disease' means an impairment of health or a condition of abnormal functioning whether it is infectious, contagious or communicable or otherwise, and includes pest infestation such as ticks and lice.
- 1.1.9. 'Equine Professional' means a farrier, dentist, masseur, specialised horse carrier, physiotherapist or chiropractor.
- 1.1.10. 'Goods' means any items of personal property or moveable chattels brought on to and left on the Land by the Agistee or any other person permitted on to the Land by the Agistee.
- 1.1.11. 'Holding Paddock' means whichever part or parts of the Land the Agistor may from time to time make available for the Agistment of the Horse.
- 1.1.12. 'Horse' means the horse named and identified in **Item 4** of the Agreement.
- 1.1.13. 'Illness' means any health condition affecting the Horse (including a Disease) which:
  - (a) requires ongoing treatment, attention or monitoring by a veterinarian, Equine Professional or other individual or organisation; or



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(b) would require the Agistor to provide facilities and services, make arrangements, and pay more care, attention and skill to the horse than is otherwise expressly provided for in this agreement.

1.1.14. 'Injury' means any anatomical impairment to the Horse's normal functioning and behaviour which:

(a) requires ongoing treatment, attention or monitoring by a veterinarian, Equine Professional or other individual or organisation; or

(b) would require the Agistor to provide facilities and services, make arrangements, and pay more care, attention and skill to the horse than is otherwise expressly provided for in this agreement

1.1.15. 'Land' means the land described in **Item 3** of the Agreement.

1.1.16. 'Mare' means a female horse.

1.1.17. 'Period of Accommodation' means a calendar month or part thereof for which the Agistee requires the Agistor to make a Holding Paddock available for the Horse.

1.1.18. 'Temporary or casual agistment fees will be calculated and charged based on the short term nature, risk & resources required for such agistment.

1.1.19. 'Rig' means a male horse that has not been completely, fully or properly castrated and exhibits stallion-like characteristics

1.1.20. 'Rules of Conduct' has the meaning set out in clause 6.

1.1.21. 'Schedule of Fees and Charges' means the document from time to time prepared by the Agistor which sets out the amount of each fee and charge referred to in this agreement and headed "Schedule of Fees and Charges".

1.1.22. 'Stallion' means an entire male horse.

1.1.23. 'Trading Stock' means a horse which the Agistee has purchased for sale or resale for any purpose connected with any business operated or owned by the Agistee.

1.1.24. 'Unbroken Horse' means a horse that cannot be caught or led.

1.1.25. 'Vice' means a bad habit, which so affects the Horse's temperament or health as to make it potentially injurious to people or other horses.

1.2 In this agreement unless the context otherwise requires:

1.2.1. the singular includes the plural and vice versa.

1.2.2. each Schedule, Attachment Item or other document referred to in or delivered with this agreement forms part of this agreement.

1.2.3. a reference to a person includes a body corporate or other entity and vice versa.

1.2.4. a reference to any legislation includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it.

1.2.5. headings have been inserted for convenience only and do not affect interpretation.

## 2. Right to Agist and Licence

2.1 The Agistee has the right to Agist the Horse on the part of the Land as is nominated from time to time by the Agistor from the Commencement Date for successive Periods of Accommodation until such time as this agreement is terminated by either the Agistee or Agistor and the Agistor grants a licence to the Agistee to enter and remain on the Land at any time until such termination.

2.2 Nothing expressed in or implied by this agreement creates or is intended to create a lease to the Agistee or confer on the Agistee an exclusive right to possession of the Land or any part of it

2.3 The licence created by sub-clause 2.1 terminates automatically if the Agistee's right to agist the Horse is terminated by either the Agistor or Agistee.



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- 2.4 The Agistee may not transfer the right to Agist nor the licence conferred by sub-clause 2.1 to any person by sale or otherwise, and may not grant a sub- licence.
- 2.5 Except in the case of emergency, the Agistee may not permit any person to enter on the Land other than the Agistee and the person or persons (if any) invited by the Agistee.
- 2.6 The Agistee warrants that no other person has any right or claim to the Horse.
- 2.7 If the Agistee sells the Horse the Agistee shall remove the horse from the land for delivery to the new owner and shall give notice in writing of the date of sale to the Agistor promptly following sale .
- 2.8 The Agistee cannot transfer the benefits of this agreement to any other person by sale of the Horse.
- 2.9 The Agistee shall promptly notify the Agistor in writing of any event or change of circumstance which could reasonably be taken to affect the Agistor's rights to continue to Agist the horse under this agreement.
- 2.10 If the Agistee comprises of two (2) or more persons, the terms of this agreement bind all those persons together and each of them individually.
- 2.11 This agreement binds the Agistee on whichever is the sooner of either when the Agistee signs this agreement or when, after a copy of this agreement is given to the Agistee or the Agistee's agent, the Agistee or the Agistee's agent by whatever means delivers the Horse to the Agistor for Agistment or permits the Horse to remain on the Land.

### 3. The Horse

3.1 The Agistee warrants that the Horse is not:

- 3.1.1. a Stallion;
- 3.1.2. a Rig;
- 3.1.3. an Unbroken Horse;
- 3.1.4. a Mare more than eight (8) months in foal; and
- 3.1.5. trading Stock
- 3.1.6 from an area subject to infections that would require a suitable period of quarantine and clearance by a practicing vet prior to entering the land.

3.2 If the Horse is or becomes a Mare in foal at or after the time of this agreement the Agistee must terminate this agreement and remove the Horse from the Land before the Mare reaches eight (8) months in foal.

3.3 The Agistor may immediately terminate this agreement if in the opinion of the Agistor the Horse is of a description specified in sub-clause 3.1.

3.4 The Agistor will not accept for agistment a Horse of the classification set out in sub-clause 3.1. An Agistee must not bring a Horse of the classification set out in sub-clause 3.1 onto the Land.

3.5 Notwithstanding the provisions of sub-clauses 3.1, 3.2, 3.3, and 3.4 the Agistor in its discretion may allow a horse of the classification set out in sub-clause 3.1 onto the Land and may agist such a horse on the Land.

### 4. Safety and Welfare of the Horse

4.1 The Agistee warrants that the Horse:

- 4.1.1. has no Vices;
- 4.1.2. has no Injury and has not shown any signs of Injury within the thirty (30) days preceding this agreement; and
- 4.1.3. has no Disease and has not shown any signs of Disease within the thirty (30) days preceding this agreement.
- 4.1.4 proposed to be agisted or used on the land temporarily or longer term, will, if necessary, or if it is being moved from an area with potential for infectious disease, be quarantined away from the land until



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it is certified by a practicing vet that it is free from any infectious disease. Any certificate to that effect will be provided in confidence to the Agistor prior to the horse being permitted to be agisted on the land.

4.2 The Agistor will use best endeavours to ensure that:

4.2.1. all barriers confining the Horse are maintained in good order and condition and repaired when necessary; and

4.2.2. the Horse has access to an adequate supply of drinking water at all times.

4.3 If at any time throughout the duration of this agreement it comes to the Agistee's attention that the Horse suffers any apparent illness, injury or disease the Agistee will promptly notify the Agistor of that discovery and will arrange for a veterinarian or Equine Professional to examine the Horse within twenty-four (24) hours and provide the Agistor in confidence with a copy of the report for their consideration.

4.4 If at any time throughout the duration of this agreement, it comes to the Agistor's attention that the Horse suffers any apparent illness, injury or disease (otherwise than by notice from the Agistee given in accordance with sub-clause 4.3) the Agistor will promptly notify the Agistee of that discovery and the Agistee will arrange for a veterinarian or Equine Professional to examine the Horse within twenty-four (24) hours of receiving such notice and provide the Agistor in confidence with a copy of the report for their consideration.

4.5 The Agistee hereby irrevocably authorises the Agistor to arrange for a veterinarian or Equine Professional to examine the Horse if the Agistee fails to comply with either sub-clause 4.3 or 4.4 (as the case may be) and the Agistee indemnifies the Agistor in respect of all associated fees and costs.

4.6 In the case of an emergency concerning the welfare of the Horse, the Agistor may arrange for a veterinarian or Equine Professional to examine the Horse and administer any treatment as may prove necessary and the Agistee indemnifies the Agistor in respect of all associated fees and costs.

4.7 The Agistor may terminate this agreement if it forms the opinion that the Horse at any time has or develops a vice, disease or injury.

## 5. Facilities and Services

5.1 The Agistor must provide the Agistee Facilities and Agistee Services for as long as the Agistee has the right to agist the Horse on the Land.

5.2 The Agistor at its discretion may provide additional Agistee Facilities and Agistee Services to those specified in **Item 6** of this Agreement. The Agistor will give notice in writing to the Agistee of the additional Agistee Facility and/or Agistee Service including all Rules of Conduct for the use of the additional Agistee Facilities and Agistee Services.

5.3 The Agistee acknowledges that the Agistor in no way warrants the condition of the Agistee Facilities and Agistee Services and the Agistee uses the Agistee Facilities and Agistee Services entirely at its own risk and the Agistor shall not be responsible or liable to the Agistee for any loss or injury to the Horse, or the Agistee through or during the use of the Agistee Facilities or Agistee Services.

5.4 Sub-clause 5.3 operates in addition to clause 12 in excluding the Agistor from any liability whatsoever in the use of the Agistee Facilities and Agistee Services to the full extent permitted by law.

## 6. Agistment Fees

6.1 The Agistee must pay the Agistment Fee for each Period of Accommodation as follows:

6.1.1. on the commencement of this agreement one (1) month's Agistment Fees in advance;

6.1.2. thereafter monthly in advance on or before the first day of each month, the first of such payments being paid before the first day of the second month following the Commencement Date.

6.2 The Agistor may change the Agistment Fee on fourteen (14) days prior notice to the Agistee.

6.3 The Agistor may charge a Late Payment Fee if the Agistee has not paid the Agistment Fee within fourteen (14) days of the relevant clause 6.1 due date.



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6.4 The Agistor may terminate this agreement if the Agistee has not paid the Agistment Fee and any other outstanding fees within fourteen (14) days of the relevant clause 6.1 due date.

## 7. Rules of Conduct

7.1 The Agistee shall comply with any reasonable direction of the Agistor, the Agistor's employees, agents or independent contractors and shall ensure that any other person permitted by the Agistee to enter on the Land also complies.

7.2 The Agistor may at any time make Rules of Conduct relating to:

7.2.1. the use of the Land and the Agistee Facilities or Agistee Services by the Agistee and any other person permitted by the Agistee to enter on the Land;

7.2.2. the conduct and welfare of the Agistee and any other person permitted by the Agistee to enter on the Land; and

7.2.3. the welfare and safety of the Horse.

7.3 Any Rules of Conduct made by the Agistor bind the Agistee but only in so far as they do not exclude, restrict or modify any right or obligation expressed in this agreement.

7.4 The Rules of Conduct at the date of this Agreement are those set forth at Item 7 of the Agreement.

7.5 The Agistor may replace, amend or update any Rules of Conduct at any time by notifying the Agistee and the Agistee is bound by the relevant changes from the date of notification.

7.6 The Agistee warrants that it will make any person permitted by the Agistee to enter on the Land aware of any Rules of Conduct made by the Agistor.

7.7 The Agistor may terminate this agreement and/or exclude the Agistee and any person permitted on the Land by the Agistee from the Land if the Agistee (or the other person) unreasonably fails or refuses to comply with any Rules of Conduct or unreasonably fails or refuses to comply with any reasonable direction of the Agistor or the Agistor's employees, agents or independent contractors.

7.8 Unless the contrary intention appears, terms, phrases and words used in any Rules of Conduct have the same meaning attributed to them in that document as is attributed to them in this agreement.

## 8. Other Fees and Charges

8.1 In addition to the fees mentioned in clause 6 (wherever applicable), the Agistee must pay the Agistor any and all fees and charges contained in the Schedule of Fees and Charges (wherever applicable).

8.2 The Agistor may replace, amend or update a Schedule of Fees and Charges at any time by notifying the Agistee, and the Agistee is bound by the relevant changes from 14 days from the date of notification.

8.3 Unless the contrary intention appears terms, phrases and words used in a Schedule of Fees and Charges have the same meaning attributed to them in that document as is attributed to them in this agreement.

8.4 All fees and charges, including the Agistment Fee must be paid in accordance with the Schedule of Fees and Charges and any temporary or casual agistment fees will be paid as agreed.

## 9. Termination

9.1 The Agistee may terminate the right to agist the Horse on the Land at the end of any Period of Accommodation of the Agistee's choosing on provision of one (1) calendar month's written notice to the Agistor.

9.2 Subject to clause 9.3, the Agistor may terminate this Agreement by the provision of seven (7) days written notice to the Agistee.

9.3 The Agistor may terminate this agreement immediately without notice if the Agistee:

- a) Contravenes any or all of the provisions of clauses 3, 4, 6 and 7 of these Terms and Conditions;
- b) if the Agistee commits an unlawful act on the land; or
- c) if in the opinion of the Agistor, the Agistee continuously, or repeatedly, or seriously breaches the Rules of Conduct



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9.4 At the expiration of the period of any period of notice of termination or immediately following immediate termination in accordance with clause 9.3:

- 9.4.1. the Agistee has no right to enter onto the Land;
- 9.4.2. the Horse is, and is taken to be, trespassing on the Land and may be impounded in accordance with the Stock Act 2005;
- 9.4.3. the Agistor has no liability to the Agistee under this agreement or at law, as bailee or otherwise, in relation to the Horse and any personal property kept on the Land belonging to or in the possession of the Agistee; and
- 9.4.4. the Agistee must pay the Agistor the Pro-Rata Agistment Fee for each day the Horse remains on the Land.

9.5 On termination the Agistor retains sole discretion as to whether to refund Agistment Fees and any other fees paid pursuant to the Schedule of Fees and Charges.

## 10. Lien and Disposal

10.1 The Agistee grants the Agistor a general lien over the Horse and the Goods, as security for:

- 10.1.1. any money owing to the Agistor; and
- 10.1.2. any current liability of the Agistee to indemnify the Agistor or the Agistor's employees, agents or independent contractors; and
- 10.1.3. the Agistor may detain the Horse or Goods or both as against the Agistee until all such monies and liabilities are completely paid and discharged, or otherwise dealt with to the Agistor's satisfaction.

10.2 In the event that fourteen (14) or more days has expired since termination of this agreement and the Agistee continues to owe the Agistor money and or the Agistee has not fully discharged all liabilities it has to indemnify the Agistor or the Agistor's employees, agents or independent contractors, the Agistee irrevocably authorises the Agistor to act as agent of the Agistee and in the Agistee's name or otherwise on the Agistee's behalf to:

- 10.2.1. dispose of, or otherwise deal with the Horse or Goods or both; and
- 10.2.2. do all acts and things and sign, seal, deliver and execute all deeds, transfers or documents, necessary for, or incidental to any disposal of or dealing with the Horse or Goods or both; by any means and to any person on any terms that the Agistor as agent considers appropriate.

10.3 The Agistor must apply the proceeds of any disposal or dealing effected or made in accordance with clause 10.2 in the following order:

- 10.3.1. payment of all costs of and incidental to the disposal of or dealing with the Horse or the Goods;
- 10.3.2. discharge of all monies owing to the Agistor by the Agistee;
- 10.3.3. discharge of all current liabilities of the Agistee to indemnify the Agistor or the Agistor's employees, agents or independent contractors; and
- 10.3.4. delivery of any residue to the Agistee

10.4 The Agistee shall remain liable to the Agistor for any monies or liabilities remaining after the application of the proceeds in this way.

## 11. Notices

11.1 Any notice required or permitted to be given by the Agistor under this agreement must be in writing addressed to the Agistee and:

- 11.1.1. hand delivered to the Agistee's address in **Item 2** of this Agreement, or to any other address directed by the Agistee in writing;
- 11.1.2. sent by prepaid mail to that address;
- 11.1.3. sent by fax to the number in **Item 2** of this Agreement; or



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- 11.1.4. transmitted via email to the email address in **Item 2** of this Agreement; and a notice is taken to be received by the Agistee:
- 11.1.5. if hand delivered, on delivery
- 11.1.6. if sent by prepaid mail, three (3) business days after the date of mailing;
- 11.1.7. if sent by fax, when the sender's fax machine produces a confirmation report that all pages of the notice were successfully transmitted; or
- 11.1.8. if transmitted by email, when the Agistor receives a reply from the Agistee confirming receipt of delivery.

11.2 Any notice required or permitted to be given by the Agistee under this agreement must be in writing addressed to the Agistor and:

- 11.2.1. hand delivered or sent by prepaid mail to the Agistor at Westwood Farm 244 Kambah Pool Road Kambah 2902 in the Australian Capital Territory, or to any other address or number from time to time directed by the Agistor in writing, and a notice is taken to be received by the Agistor:
- 11.2.2. if hand delivered, on delivery;
- 11.2.3. if sent by prepaid mail, three (3) business days after the date of mailing;

11.3 It is each party's responsibility to ensure that the other is fully aware of that party's current contact details at all times throughout the duration of the agreement.

## 12. Risk and Indemnity

12.1 The Agistor undertakes to use their best endeavors to take reasonable precautions for the care and safety of the Horse but in all other respects the Horse shall remain on the Land at the sole risk of the Agistee for accident, illness or misadventure of any description except in the case of negligence or misconduct.

12.2 The Agistor shall not be responsible or liable to the Agistee for any loss or injury which may occur through the escape of the Horse from the Agistee's control and or any enclosure, yard, float or tether on any part of the Land.

12.3 The Agistee covenants and agrees with the Agistor and acknowledges that neither he/she/they nor any person claiming under or through him/her/them shall have any claim against the Agistor for or on account of or in respect of any loss or damage which the Agistee may suffer by reason of the death of or injury to the Horse whatsoever whether caused by or as a result of accident, illness, misadventure or otherwise.

12.4 The Agistee covenants to indemnify and to keep indemnified the Agistor against all cost, claims, expenses, damages and proceedings arising out of or in any way connected with the behavior of the Horse.

12.5 The provisions of this clause operate subject to any law that restricts or prohibits the exclusion of liability.

## 13. Entire Understanding

The terms of this agreement and any other written document expressly incorporated into this agreement by this agreement constitute the entire agreement of the parties concerning its subject. The only enforceable obligations and liabilities of the parties in relation to the subject are those expressed in this agreement (and those documents incorporated into this agreement) or otherwise as are necessarily implied into it by statute. Any prior representations, statements or promises in relation to the subject are merged in and superseded by this agreement and the Agistee expressly acknowledges that the Agistee has not relied on them.

## 14. Amendment.

14.1 With the exception of the effect of any rules of conduct notified to Agistees under the provisions of Clause 6, in general, no variation, modification or alteration of the terms of this agreement is effective unless signed or initialed by the parties.



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14.2 However, the Agistor may make immediate variation, modification or alteration to this agreement if it considers that it is necessary in the interests of the safety and welfare of the Horse and/or itself and its employees, agents or independent contractors to do so.

14.3 The Agistor may also vary, modify or alter this Agreement from time to time in accordance with these Terms and Conditions.

## 15. Governing Law

The laws of the Australian Capital Territory apply to this agreement.

## 16. Disputes and Dispute Resolution

16.1 The parties submit unconditionally to the jurisdiction of the Courts and Tribunals of the Australian Capital Territory in respect of any dispute or claim arising between them under this agreement.

16.2 If a dispute arises out of or relates to this agreement (including any dispute as to breach or termination of the agreement or any claim) no party to this agreement may commence any proceedings relating to the dispute unless that party has complied with this clause, except where that party seeks urgent relief:

16.2.1. a party to this agreement claiming that a dispute ("the Dispute") has arisen under or in relation to this agreement must give written notice ("the Notice") to each other party to this agreement specifying the nature of the Dispute; and

16.2.2. on receipt of the Notice by each other party, the parties must endeavor in good faith to resolve the Dispute expeditiously using dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them;

16.2.3. if the parties do not resolve the Dispute within seven (7) days of receipt of the Notice by each party (or such further period as agreed in writing by them) or do not agree within that time as to:

(a) the dispute resolution technique (eg expert determination) and procedures to be adopted to resolve the Dispute; and/or

(b) the timetable for all steps in those procedures; and/or

(c) the selection and compensation of the independent person required for such technique, any party may request the President of the Law Society of the ACT or his or her nominee, to refer the Dispute to a Mediator for mediation in accordance with the Mediation Rules of the Law Society of the Australian Capital Territory.

16.3 Clause 16.2 does not apply in relation to proceedings concerning or relating to the Stock Act 2005 or proceedings for recovery of a debt or liquidated demand arising from or relating to this agreement of less than or equal to \$10,000.00.

16.4 A certificate signed by the Agistor stating any fact, matter, circumstance or thing arising out of or connected with this agreement is prima facie evidence of the accuracy of that fact, matter, circumstance or thing.

16.5 Unless the contrary is proved, each statement in the certificate must be accepted as conclusive evidence of the accuracy of such fact, matter, circumstance or thing embodied in the statement.

## 17. General

17.1 If any term of this agreement is illegal, void or unenforceable for any, reason, the offending part is to be disregarded and does not affect the rest of this agreement.

17.2 Any right or authority conferred upon, or action required by, the Agistor may be exercised or performed by the manager or acting manager from time to time of Lions Youth-Haven Incorporated.

17.3 Wherever in this agreement a right or benefit is conferred on the Agistor and the Agistor's employees, agents or independent contractors, the Agistor is deemed to be acting as the agent and trustee on behalf of and for the benefit of those persons and those persons are or are deemed to be parties to this agreement accordingly.



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17.4 If the Agistee is not the owner of the Horse, the Agistee warrants that the Agistee is irrevocably authorised by the owner to irrevocably authorise the Agistor to act as agent for the owner and in the owner's name or otherwise on the owner's behalf to do all facts, matters and things in accordance with this agreement.

**18. Signatures to the Agreement**

This Agreement is dated this.....day of.....20

Signed by the **Agistee** .....

Name .....

Signed by the **Agistor** .....

Name .....

in the capacity of Sole Director/Director/Secretary of the Agistor  
(strike through if not applicable)