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Welcome to the Dalby State High School Equestrian Programme. The following handbook is provided to assist you in preparing to enter the Equestrian Programme. Should you have any queries, please do not hesitate to contact us.

All enquiries in the first instance should be directed to our main office on 07 46600333 or admin@dalbyshsbc.eq.edu.au.

1. Before Your Horse Arrives at the Bunya Campus
Please ensure that the relevant documents listed below are completed at least one week prior to arriving at the Bunya Campus. All forms are available from our website (www.dalbyshs.eq.edu.au) or by contacting the office.

- Agistment Agreement (Attached)
- Veterinarian Consent Form – Permission for Treatment (Attached)
- Copy of owner / leasee Public Liability Insurance
- Horse Health Declaration to be provided on arrival – with certificates of vaccination.

All horses must be vaccinated for Tetanus, Strangles, Hendra and be microchipped prior to their arrival at the Campus. You will be required to provide veterinarian confirmation that this has occurred prior to arrival. All boosters and follow-up needles are at the owner’s expense, and must be organised by the parent with a veterinarian prior to the due date.

Dalby State High School Bunya Campus Equestrian Programme operates under the rules and guidelines of the Pony Club Association of Queensland. It is recommended that all parents download a copy of the current Handbook and any Handbooks relating to your child’s chosen discipline.

2. Insurance
The following insurances are recommended:

- Personal property insurance for both the campus and at events;
- Personal accident insurance and health insurance;
- Horse insurance.

3. Bunya Campus Stable and Yard Area Procedures
All students (boarding and day), parents and visitors utilising the Bunya Campus Stables are required to adhere to the following regulations:

- Visitors Register - All parents and visitors (eg. Vets, farriers, equine dentists, chiropractors etc) MUST sign in/out at the main office when visiting the stables. This ensures all visitors are accounted for at all times and particularly in case of an emergency. This information is also vital in the event of a breakout of any contagious disease. All students will be accounted for each morning and afternoon via a roll.
- Arrival at the Campus - Entry to the Bunya for floats and trucks for unloading purposes is to be done via Ashmore Road, not through the main road. Horses MUST NOT be unloaded if there is no Bunya Campus Staff member present. Please contact staff, to ensure arrangements are made in advance for arrival and collection.
- General Rules for Stables / Yards – The following is to be strictly adhered to at all times:
  - Safe footwear is to be worn at all times;
• Approved helmets are **COMPULSORY** at all times and must be standard AS/NZ 3838, EN 1384 or ASTM F1163 or better, with effective and fastened chin strap;
• Ensure that all equipment is stored neatly and in a tidy manner to minimise the risk of accidents;
• Report any damage to yards or equipment to staff immediately;
• The stables and yards are strictly out of bounds to all students without adequate staff supervision;
• Students may not ride unsupervised at any time;
• No student may jump without the permission and under the supervision of a qualified instructor;
• No student may jump without wearing a back protector;
• No student may ride after a fall until they have been cleared by a doctor;

- **Additional Rules**
  - All Education Queensland facilities (including the stable and yard areas) are non-smoking areas;
  - Fire Evacuation and Lockdown Procedures are located in the stables;
  - Students are to follow staff directions at all times;
  - Dalby State High School does not accept any responsibility for any theft or damage of personal belongings or horses.

4. **Dalby State High School Equestrian Programme**

All equestrian disciplines are supported by the Dalby State High School. The programme is open to all Dalby State High School students.

The programme is open to any student at the Dalby State High School. It is divided into two categories – the **Learn to Ride Program** and the **Equestrian Programme**.

5. **Learn to Ride Programme**

This programme is purely for students with limited or no riding ability. The training consists of two group lessons from per week with our qualified instructor. Parents are encouraged to communicate regularly with the campus instructor about the progress of their child. If a student does not have a horse there may be the availability of Bunya Campus horses for the Learn to Ride Programme. First option of these horses will be given to Residential Students and then to Day Students.

As a valued member of the Learn to Ride Programme students are requested to abide by the following code of conduct:

- Respect other riders, coaches, officials and volunteers;
- Conduct yourself in an appropriate manner;
- A high standard of sportsmanship.

- **Fees and Charges - Learn to Ride Programme Participants** - The Learn to Ride Programme is invoiced on a term basis. Fees must be paid in advance for the student to be able to continue in the program. No refunds or make-up lessons are available for days missed due to absence or illness. Fees for this program for 2015 are $250 per term.

**Please note that if an account is in arrears, the student will not be allowed to participate until the account is paid in full.**

The fee includes two 60 minute group lessons with a maximum of seven students per instructor. The last week of each term will be an assessment period.
6. **Equestrian Programme**
The training consists of three afternoon and two morning group lessons per week and one weekend day a fortnight with our qualified instructor. Parents are encouraged to communicate regularly with the campus instructor about the progress of their child.

Equestrian Program students are requested to abide by the following code of conduct:
- Respect other riders, coaches, officials and volunteers;
- Conduct yourself in an appropriate;
- A high standard of sportsmanship.

- **Fees And Charges - Equestrian Programme Participants** - The Equestrian Programme is invoiced on a term basis. Fees must be paid in advance for the student to be able to continue in the program. No refunds or make up lessons are available for lessons missed due to absence or illness. Fees for this program for 2015 are $500 per term.

Please note that if an account is in arrears, the student will not be allowed to participate until the account is paid in full.

The fees includes three 60 minute afternoon sessions, two 60 minute morning sessions per week in addition to one 2 hour weekend sessions a fortnight. Group lessons are with a maximum of seven students per instructor. The last week of each term will be an assessment period.

7. **Agistment and Feed Procedures and Costs**
All horses will be provided with their own day yard and stable. Lucerne hay and a horse mix is made available for feeding horses as a part of the agistment costs. Any specialist feed requirements are provided by parents at their own expense.

Fees for agistment for 2015 are $55 per week and are charged on a per term basis. Agistment Fees are strictly payable in advance.

All agisted horses must be removed from the Bunya Campus prior to 4pm on the last day of each term and it is return is to be organised with Bunya Campus staff prior to arrival.

*Parents are responsible for notifying the Business Manager at the Bunya Campus at the end of the term if their child does not wish to continue in the any of the programmes.*

8. **Additional Costs**

- **Specialist Coaching** – A minimum of three external specialist coaches will be arranged each term. This is in addition to the coaching provided by the Bunya Campus. Any students may take advantage of private or group lessons at an additional cost. Coaching sessions and associated costs will be publicised at least one month in advance. Parents wishing for their child to take part in these lessons are to notify and pay the Business Services Manager at the Bunya Campus at least one week prior to the event.

- **Horse Care Costs** - Veterinarian, shoeing, chiropractic and other related costs are the responsibility of the parents. Bunya Campus staff must be informed of any intended visits from external trades people, prior to them arriving at the Bunya Campus. They must also first attend the Administration Office to sign the Visitors Register. All external trades people must have their own Public Liability Insurance and be able to provide a copy to the Administration Office upon arrival.
9. **Feeding and Watering Horses**

Horses are required to be fed twice a day. Water must be checked daily and cleaned when necessary.

- **Week Days** - All residential students will need to meet outside the Student Support Worker outside the Rec Room at 6am promptly during the school week, to walk down to the stables for the morning feeding routine. Students are given 45 minutes to feed, clean stables and then return to the main section of the Campus as a group.

  All day students will need to arrive at the stables / yards by 6am and wait for the Residential Students and their supervisor to arrive.

  Any residential or day students who are absent / ill at any stage will need to organise with another student (or a staff member) from the Equestrian Programme to check, feed and water their horse during the absence.

  Afternoon feeding sessions are done with the Bunya Campus instructor at the end of the lesson times for all students (whether riding on that day or not).

  **No student or parent / guardian can enter the stables or yards on their own, at any time.**

- **Weekends** - All residential students will need to meet outside the Student Support Worker outside the Rec Room at 7am promptly over the weekends, to walk down to the stables for the morning feeding routine. Students are given 45 minutes to feed, clean stables and then return to the main section of the Campus as a group.

  All day students will need to arrive at the stables / yards by 7am and wait for the Residential Students and their supervisor to arrive.

  Any residential or day students who are absent / ill at any stage will need to organise with another student (or staff member) from the Equestrian Programme to check, feed and water their horse during the absence.

  Afternoon feeding sessions are done with the Bunya Campus instructor at the end of the lesson times for all students (whether riding on that day or not)

  **No student or parent / guardian can enter the stables or yards on their own, at any time.**

10. **Horse Care**

- **General** – All horses are to be checked morning and night. Any changes to behaviour or health are to be reported to Bunya Campus staff immediately. Rugs are to be checked morning and night ensure that rugs are fitting correctly. Horses will be rugged according to the weather conditions in consultation with staff.

- **Yards** - All yards **must** be cleaned once a day during the school week.

- **Hygiene** - Prior to leaving the stable area all students, staff and visitors must wash/sterilise hands thoroughly.
11. **Lesson Times**
Riding sessions
Morning: 6.00am to 7.00am
Afternoon
First Session: 3.30pm to 4.30pm – Winter
4.00pm to 5.00pm – Summer
Second Session: 4.30pm to 5.30pm – Winter
5.00pm to 6.00pm - Summer.

12. **Horse Handling**
Halters and leads must be used when moving horses around the stables or yard areas.
- **Tack** - Students may tack up in the designated area or as instructed by staff.
- **Clothing & Helmets** - All students wear clothing, footwear and helmets that are PCAQ approved. Any student jumping must wear a PCAQ approved safety vest.
- **Mounting** - Students should check their surrounds before mounting. Mounting blocks are available.
- **Movement** – In the stable area students must not be mounted. Students should only mount in the designated area. All students must wear a PCAQ approved helmet when mounted or on the ground around horses.
- **Returning Horse to Yard** – Re-rug horse according to weather and use a halter and lead to return horse to stable or yard. Check water and feed horse as per their requirements.

13. **Competitions**
Students are responsible for their own nominations and travel to competitions. If there are enough students from the Equestrian Programme attending the same event, then a staff member may be also asked to attend. **Please be aware that we do not require our staff to attend competitions unless there are Residential Students also attending the same competition. Staff will then be required to attend as supervisors of Residential Students only.**

14. **Equipment**
All tack and clothing will be gear checked at every riding lesson by the instructor. All gear must be PCAQ approved. Any unsafe or unapproved gear will not be used. This will be confiscated and returned to the parent when the parent is next in attendance at the Campus.

**Following is a list of general requirements**
- Bridle, reins and snaffle bit;
- Saddle with either two or more girth points or a girth and surcingle;
- Two saddle cloths;
- Exercising boots;
- Halter and Lead Rope;
- 3 x buckets
- Cleaning gear;
- Rugs;
- Grooming equipment;

Depending on discipline (eg.campdrafting, dressage, show jumping, eventing or showing) there may be extra requirements for competitions. Please check with staff.
15. Uniforms
Appropriate and approved clothing and footwear can be worn to all lessons at the Bunya Campus however if attending competitions as a representative of Dalby State High School, it is expected that the following clothing be worn.

Casual Uniform
- Jodhpurs (beige) / cream or blue jeans;
- Dalby State High School Equestrian polo shirt;
- Dalby State High School bucket hat;
- Dalby State High School spray jacket.

Formal Uniform
The formal uniform may include:
- 2 pairs of Jodhpurs / cream or blue jeans depending on discipline;
- White long sleeve shirt;
- Dalby State High School Tie (available from the Resource Centre);
- Navy jacket;
- Gloves for dressage (white, off-white or same colour as jacket);
- Boots appropriate for discipline, if unsure check with instructor;
- Approved riding helmet;
- School saddle cloth.

Depending on discipline (eg. campdrafting, dressage, show jumping, eventing or showing) there may be extra requirements for competitions. Please check with staff.
Dalby State High School Bunya Campus
Emergency Veterinarian Consent Form

Student Name: __________________________________________

Horse Name: __________________________________________

Injuries and illness can occur at any time. In the event a horse requires treatment from a Veterinarian every attempt will be made to contact the owner.

Bunya Campus staff will undertake an immediate response to an injured horse. All attempts will be made to contact the owner of the horse immediately. However, the High School aims to ensure the horse is safe, stable and with minimal pain and this may result in treatment having to be administered prior to contact with owner of the horse.

Under the circumstances that it is not possible to contact the parent, we require an indication from owner as to the level of treatment we may proceed to in an emergency situation.

CONSENT

☐ I authorise staff at the Dalby State High School Bunya Campus to seek veterinary advice in the event of an injury/incident to my/our horse if I am not contactable.

☐ I agree to incur the following costs, if unable to contact me within a reasonable time frame:
  ☐ Treatment from a local Veterinarian;
  ☐ Prescribed pain relief and/or antibiotics;
  ☐ Treatment/ Surgery.

☐ In the event where I am not contactable, I agree to incur all the fees associated with the treatment I have indicated above (payable directly to the Veterinary service used).

☐ I understand that the Dalby State High School Bunya Campus staff will inform me immediately of such incidents and recommended treatments.

☐ I understand that in the unlikely situation where a veterinarian deems horse not treatable and an animal must be euthanised, every attempt will be made to contact me prior to this happening however if under extreme circumstances this is necessary I agree to this occurring.

AT ALL TIMES, EVERY EFFORT WILL BE MADE TO CONTACT THE OWNER OF THE HORSE IN THE EVENT OF AN ILLNESS / INJURY.

Owner’s Name in Full: __________________________________________

Phone Numbers: __________________________  __________________________

Signature: __________________________  Date: __________________________

Dalby State High School Bunya Campus
Equestrian Handbook
DALBY STATE HIGH SCHOOL BUNYA CAMPUS
EQUESTRIAN PROGRAM CONSENT FORM

STUDENT'S NAME: ________________________________

STUDENT'S DOB: ________________________________

RESIDENTIAL STUDENT: YES / NO (please circle)

Please complete the required information and check all appropriate boxes below to indicate your agreement/consent:

☐ I give consent for my child to participate in the (please tick one)
  ☐ Learn to Ride Programme
  ☐ Equestrian Programme

☐ My child will be (please tick one)
  ☐ Agisting their own horse
  ☐ Transporting their own horse to and from lessons
  ☐ Using a Bunya Campus Horse for all lessons

☐ I have read all of the information contained in the Equestrian Handbook in relation to the activity and I am aware that the Department of Education, Training and Employment does not have personal accident insurance cover

☐ I agree to pay all costs (in advance), as outlined in the Equestrian Handbook, associated with the Programme I have indicated my child will be participating in.

☐ In the event of an accident or illness, I authorise school staff to obtain or administer any medical assistance or treatment my child may reasonably require, including contacting my child's doctor.

☐ I have provided the school all relevant details relating to my child's medical or physical needs on enrolment and where relevant have updated this information.

☐ I accept liability for all costs incurred in obtaining such medical assistance or treatment (including any transportation costs) and undertake to reimburse the State of Queensland (via the Department of Education, Training and Employment) the full amount of any costs incurred on my child's behalf.

PARENT / GUARDIAN SIGNATURE: ________________________________

PARENT / GUARDIAN NAME: ________________________________

DATE: ______/_______/_______

Dalby State High School Bunya Campus
Equestrian Handbook
Additional medical information
The school collected medical information about your child at enrolment. This information is stored in OneSchool. Please give full details of any new or changing conditions (medical, physical or management) which may affect your child’s full participation in the activity described in the form.

You may also wish to provide the following information*:

Name of child’s medical practitioner: __________________________ Telephone No.: __________________________

Medicare No.: ____________________________________________

Private Health Insurance Company (if provided): __________________________ Membership No.: __________________________

*If an enrolment form for your child has been completed or updated since October 2012 this information will already be recorded in OneSchool.

☐ I would like this additional information about my child’s medical and physical details to be recorded in OneSchool records.

Privacy Notice
The Department of Education, Training and Employment is collecting the personal information requested in this form in order to:
- obtain lawful consent for your child to participate in the activity;
- help coordinate the activity;
- respond to any injury or medical condition that may arise during, or as a result of the activity; and
- update school records were necessary.
The information will only be accessed by authorised school staff and will be dealt with in accordance with the confidentiality requirements of s.426 of the Education (General Provisions) Act 2006 (Qld) and the Information Privacy Act 2009 (Qld).
The information will not be disclosed to any other person or agency unless it is for a purpose stated above, the disclosure is authorised or required by law, or you have given DET permission for the information to be disclosed.

Activity Risks & Insurance
The activity outlined above carries an inherent risk of physical injury occurring. Please note that the Department of Education, Training and Employment does not have personal accident insurance cover for students. If your child is injured as a result of an accident or incident, all costs associated with the injury, including medical costs are the responsibility of the parent/carer. Some incidental medical costs may be covered by Medicare. If you have private health insurance, some costs may be also be covered by your provider. Any other costs must be covered by parents/carers. It is up to all parents/carers to decide what types and what level of private insurance they wish to arrange to cover their child. Please take this into consideration in deciding whether or not to allow your child to participate in this activity.
DALBY STATE HIGH SCHOOL

Horse Riding Program
Horse Agistment Agreement

The State of Queensland (acting through Department of Education, Training and Employment represented by Dalby State High School) ABN 79 445 094 979

And

Name: ____________________________
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Agreement made on ____________________________

Between:

The State of Queensland (acting through Department of Education, Training and Employment represented by Dalby State High School ABN 79 445 094 979) of 463 Bunya Highway DALBY in the State of Queensland

("SHS")

The Party identified in Item 1 of Schedule 1

("Stockowner")

Background

A. SHS is the owner of the Property.

B. SHS offers a horse riding program ("the Program") to all students as part of its school curriculum, which involves students participating in animal husbandry procedures and activities under the guidance of skilled and qualified teaching staff and non-teaching staff.

C. The Stockowner wishes to provide Livestock to SHS for participation in the Program, in consideration for SHS allowing the Livestock to be kept at the Property and payment of the Fee and costs.

D. The Parties wish to record the terms of their agreement.

Operative provisions

1. Definitions and Interpretations

1.1 Definitions

In this Agreement:

"Agreement" means the clauses contained in this document and any schedule attached to this document.

"Biosecurity Queensland" means that part of the Department of Agriculture, Fisheries and Forestry that coordinates the government's efforts to prevent, respond to, and recover from pests and diseases that threaten the economy and environment.

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Brisbane.

"Commencement Date" means the date specified in Item 4 of Schedule 1.

"Department" means Department of Education, Training and Employment.

"Expiry Date" means the date specified in Item 5 of Schedule 1.

"Fee" means the fee set out in Item 6 of Schedule 1.

"General Training" means the annual training courses to be provided by SHS on general issues relating to the Program including:

(a) appropriate use of a Queensland Government Corporate Purchasing Card and financial management practices;

(b) the Code of Conduct for the Queensland Public Service and the Department's Standard of Practice in relation to conflicts and interest and directions of the school administrator;

(c) the Department policy on variation to school routine;

(d) the Department policy on approval of accrued leave and completion and approval of timesheets;

(e) the Department policy on student protection;

(f) the Department's requirements regarding commercial and non-commercial arrangements with stockowners of livestock kept on school property; and

(g) the Department policy on procurement including prohibition of contra arrangements, sponsorship and gifts, and appropriate use of school resources.
"GST" means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.


"Livestock" means the livestock described in Item 2 of Schedule 1, and any additional livestock on the Property from time to time owned by the Stockowner.

"Lien" means the legal claim of one person upon the property of another person to secure the payment of a debt or the satisfaction of an obligation.

"NVD" means National Vendor Declarations to assist producers to document the history of chemical use and treatment of animals offered for sale.

"Paddock" means the paddock/s on the Property that the Livestock have access to during the Term from time to time as indicated on the plan attached at Schedule 3.

"Participants" means all students, teachers, non-teaching and casual staff participating in any capacity in the Program.

"Parties" means SHS and the Stockowner and "Party" means either of them.

"PIC" means a property identification code used to identify individual livestock-producing properties within Australia recorded in the NLIS.

"Property" means the property described in Item 3 of Schedule 1.

"Register of the Livestock" means a register of the Livestock kept on the Property, to be updated regularly by SHS when necessary and to include the details in Item 2 of Schedule 1.

"Representative" means an employee, agent, officer, director or other authorised representative of a Party.

"SHS" means the State of Queensland (acting through Department of Education, Training and Employment represented by Dalby State High School) and its Representatives.

"SHS Contact Officer" means the person / position specified in Item 8 of Schedule 1.

"Special Conditions" means the special conditions (if any) Schedule 2.

"Stockowner" means the Party identified in Item 1 of Schedule 1 and its Representatives.

"Term" means each school term commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier in accordance with clause 9.

"Training" means the annual training courses to be provided by SHS on issues specific to the Program including:

(a) the Stock Act 1915 and the Stock Identification Regulation 2005 in relation to stock movement;
(b) the transparent disposal of stock and other assets by a government entity including by public tender or sale through a saleyard;
(c) requirement of staff to implement and maintain the Register of the Livestock;
(d) the Animal Care and Protection Act 2001 (Qld) and the Animal Care and Protection Regulation 2002 (Qld);
(e) the Australian Code of Practice for the Care and use of Animals for Scientific Purposes (available at www.nhmrc.gov.au);
(f) Relevant Standard Operating Procedures – Routine Husbandry (Includes cattle, horses and ponies, poultry, sheep and goats);
(g) Department of Education Training and Employment policy: Animals Use in Queensland State Schools.

"Travel Permit" a travel permit required for moving livestock:

(a) from the Cattle Tick Infected Area of Queensland to the Cattle Tick Protected or Free Areas of Queensland;
(b) from a property that is under quarantine for disease control or chemical residues;
(c) that are diseased or suspected of being diseased (a 'suspect' permit is required - for example cancerous eye, lumpy jaw, EBL, etc.);
(d) to the RNA Showgrounds, Brisbane;
(e) to interstate destinations; and
(f) to export quarantine facilities.

"Waybill" means the document required under the Stock Act 1915 to accompany travelling cattle.
1.2 Interpreations

(a) A reference to a person includes a reference to corporations and other entities recognised by law.
(b) In this Agreement the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
(c) A reference to a statute, regulation, ordinance or local law must be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
(d) The singular includes the plural and vice versa.
(e) Words importing one gender must include a reference to all other genders.
(f) A covenant or agreement on the part of two or more persons must be deemed to bind them jointly and severally.
(g) A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendments to them made in accordance with this Agreement.
(h) Where under or pursuant to this Agreement the day on or by which any act, matter or things is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

2. Parties' Obligations

2.1 Conditions Precedent

This Agreement is conditional upon SHS ensuring:

(a) the Property is registered with Biosecurity Queensland and a PIC has been issued in respect of the Property; and
(b) all Participants undertake the Training and the General Training, prior to the Commencement Date.

2.3 On delivery of the Livestock at the Paddock

(a) On delivery of the Livestock at the Paddock, SHS will:
   (i) grant the Stockowner the right to keep the Livestock in the Paddock for the Term;
   (ii) direct the Stockowner to where the Livestock can be unloaded; and
   (iii) implement and maintain the Register of the Livestock.

(b) The Stockowner must:
   (i) if necessary, complete and provide to SHS a combined NVD/Waybill;
   (ii) if necessary, complete and provide to SHS a Travel Permit;
   (iii) provide SHS with the description of the Livestock specified in Item 2 of Schedule 1;
   (iv) pay to SHS the Fee in accordance with Item 6 of Schedule 1 (if applicable);
   (v) unload and deliver the Livestock in accordance with the directions of SHS; and
   (vi) warrant that at the time of delivery the Livestock are free from illness and disease.

2.4 During the Term

(a) Subject to the Stockowner’s compliance with clause 2.3(b) and 2.4(b), SHS must:
   (i) provide for the needs, welfare and safety of the Livestock while the Livestock are in the Paddock including:
      (A) providing feed, including supplementary feed (if necessary) and water;
      (B) providing accommodation including maintaining fences and water facilities; and
      (c) weed control throughout the Paddock including labour, equipment and chemicals;
      (D) providing animal husbandry requirements including the supply of chemicals, equipment and labour (drenching, fly-strike, mating);
      (E) monitoring Livestock and initiating corrective action of issues with their welfare including wandering stock, sick animals, mating and extra hand feeding; and
      (F) subject to clause 2.4(a)(i), the provision of treatment of disease and injury including medicine and veterinary treatment;
   (ii) give notice to the Stockowner if SHS has knowledge or notice that the Livestock or part of the Livestock are suffering from illness or accident including:
(A) the nature of the illness or accident and request instructions on what action to take or,

(B) in case of emergency, that all reasonable efforts to engage a veterinary surgeon to treat the illness or accident of the Livestock;

(iii) give notice to the Stockowner if SHS has knowledge or notice that Livestock or part of the Livestock are suffering from illness advise that the Paddock is unsuitable as a result of diseased Livestock; or

(iv) provide the Stockowner with any policies or procedures of the Department, which the Stockowner is required to comply with from time to time;

(v) comply with the General Training and the Training in carrying out its obligations under this clause 2.4(a).

(b) The Stockowner must:

(i) in accordance with clause 3, pay for the following costs, associated with the upkeep of the Livestock including:

(A) feed, supplementary feed (if necessary) and water;

(B) equipment costs for maintaining fences and water facilities;

(C) weed control throughout the Paddocks including equipment and chemicals;

(D) provision of animal husbandry requirements including the supply of chemicals and equipment;

(E) the provision of treatment of disease and injury including all medicine and veterinary treatment administered to the Livestock whether purchased or administered by SHS or the Stockowner;

(F) the transport of the Livestock for any reason;

(ii) pay for the disposal of any dead Livestock from the Paddock within 30 days of receipt of notice from SHS, in accordance with any legislative requirements;

(iii) collect and remove any Livestock from the Paddock that are suffering from illness or disease or known to be dangerous within 24hrs of receipt of notice from SHS;

(iv) collect and remove any Livestock from the Paddock if the Paddock becomes unsuitable due to diseased Livestock within the Paddock ASAP of receipt of notice from SHS;

(v) observe all the practices of good animal husbandry in relation to the Livestock as per relevant industry standards and comply with all legal obligations and relevant laws, including but not limited to the Stock Act 1915;

(vi) refrain from carrying out any activity on the Property that is, or would reasonably be regarded by SHS as nuisance or as dangerous to the Participants and other users of the Property;

(vii) abide by all reasonable directions of the SHS in relation to the security of the Property and the safety of persons entering onto the Property;

(viii) comply with any policies or procedures of the Department, as may be advised by SHS from time to time in accordance with clause 2.4(a)(iv).

2.5 End of the Term or earlier determination

(a) On the Expiry Date or early termination of this Agreement:

(i) SHS must notify the Stockowner of when and where the Livestock are to be re-loaded for transport; and

(ii) the Stockowner must remove all Livestock from the Paddock and comply with all directions of SHS in relation to the removal of Livestock from the Property.

2.6 The sale or showing of Livestock

(a) If:

(i) SHS sell the Livestock pursuant to clause 3(b); or

(ii) SHS show or sell the Livestock on behalf of the Stockowner; or

(iii) the Stockowner shows or sells the Livestock;

SHS must:

(i) N/A

The Stockowner must: N/A
3. Payment of Costs

(a) The Stockowner must pay SHS the costs payable pursuant to this Agreement within 14 days of receipt of a valid tax invoice.

(b) The Stockowner grants to SHS a general Lien over the whole of the Livestock for any sum owing under this Agreement by the Stockowner to SHS(Lien). The Lien may be enforced by SHS by the sale of auction or private contract of the Livestock.

4. Security and Access

(a) Subject to clause 4(b) and 4(c), the Stockowner may enter upon the Property with or without vehicles and/or animals for the purpose of superintending, managing, working, removing, replacing and supporting the Livestock, with the consent of SHS, which consent shall not be unreasonably withheld.

(b) The Stockowner will not enter or depart from nor allow any entry upon or departure from the Property with the Livestock except through and by means of the gates and/or grids provided on the Property, as advised by SHS, and will close all gates upon entry and departure.

(c) The Stockowner must seek the prior consent of the SHS Contact Officer to enter onto the Property and must comply with all directions of the SHS Contact Officer in relation to accessing the Property.

5. Liability and Indemnity

(a) To the extent permitted by law, all conditions and warranties not expressly stated in this Agreement (whether or not they would otherwise be implied in this Agreement) are excluded.

(b) The Stockowner expressly agrees that the Livestock will be kept at the Property at the Stockowner’s risk and SHS will not in any way be liable for any loss occasioned by the escape, death, illness, accident or injury of or to the Livestock.

(c) The Stockowner releases to the full extent permitted by law, SHS from all claims and demands of every kind (including, without limitation, all claims and demands resulting from any accident, damage, loss, death or injury) that the Stockowner has, or may have in the future, against SHS in respect of or in any way arising from this Agreement, except to the extent that the loss, injury or damage was caused by the negligence of SHS.

(d) The Stockowner indemnifies SHS from and against all liability, loss, costs and expenses (including legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

(i) any default by the Stockowner under this Agreement;

(ii) any death, injury, loss or damage caused by the Livestock;

(iii) any wilful or negligent act or omission of the Stockowner or any person for whose conduct the Stockowner is liable;

(iv) any death, injury, loss or damage suffered by SHS.

(e) The Stockowner’s liability to indemnify SHS under clause 5(d) will be reduced proportionally to the extent that any negligent act or omission or breach of this Agreement by SHS caused the loss or liability.

(f) The indemnity granted in clause 5(d) is in addition to and not exclusive of any other remedies SHS may have against the Stockowner at law.

6. GST

(a) Words defined in the GST Law have the same meaning in this clause.

(b) If a Party is required under this Agreement to reimburse or pay to another Party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that Party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that Party (or an entity on whose behalf the Party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
(c) If GST is payable by an entity ("Supplier") in relation to any supply that it makes under or in connection with this Agreement, the Parties agree that:

(i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this Agreement other than under this clause 6(c) ("Agreed Amount") is exclusive of GST;

(ii) an additional amount will be payable by the Party providing consideration for that supply ("Recipient") equal to the amount of GST payable by the Supplier on that supply;

(iii) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Recipient in respect of that supply, no later than that time; and

(iv) to the extent, if any, that any consideration (or part thereof) is specified in this Agreement to be inclusive of GST, that consideration (or the relevant part) shall be excluded from the Agreed Amount for the purposes of calculating the additional amount under clause 6(c)(ii).

7. Notices and Communications

(a) Any notice (including each notice, consent, approval, request and demand) in connection with this Agreement to be given by either Party to the other must be:

(i) in writing;

(ii) addressed to the Party as specified in Item 7 of Schedule 1;

(iii) signed by the Party making it or (on that Party’s behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that Party; and

(iv) delivered by hand, posted by pre-paid post to the address, sent by fax or email to the number of the Party, in accordance with clause 7(a)(i).

(b) The notice is deemed to have been received by the other Party:

(i) where sent by pre-paid post – five (5) days after the day of posting;

(ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent, but if such delivery or receipt is taken to have been received on a day that is not a Business Day or later than 5:00 pm on a Business Day, the notice will be deemed to be received at 9.00am on the next Business Day; and

(iii) where sent by email, at the time of receipt by the recipient, but if received on a day that is not a Business Day or later than 5:00 pm on a Business Day, the notice will be deemed to be received at 9:00am the next Business Day.

(b) Either Party may modify its contact details from time to time by giving written notice to the other Party of the modification. A Party must ensure that the other Party has been notified of the current contact details for that Party at all times.

8. Dispute Resolution

(a) Subject to clause 8(c), the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by discussion, until the procedure provided by clause 8 (b) has been utilised.

(b) The Parties agree that any dispute arising during the course of this Agreement is dealt with as follows:

(i) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;

(ii) the Parties will try to resolve the dispute through direct negotiation by persons who have given authority to resolve the dispute;

(iii) the Parties will try to resolve the dispute within 10 Business Days from the receipt of the notice referred to in clause 8(b)(i), the dispute is to be submitted to a higher level of management within each Party’s organisation;

(iv) if the Parties are unable to resolve the dispute within 10 Business Days from referral of the dispute under clause 8(b)(iii), the dispute is to be submitted to mediation or some other alternative dispute resolution procedure agreed by the Parties; and

(v) if:
   (A) there is no resolution of the dispute;
there is no Agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
(C) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties agree in writing before the expiration of the 15 Business Days,

then either Party may commence legal proceedings.

(c) This clause 8 does not apply if either Party commences legal proceedings for urgent interlocutory relief.

9. Term and Termination

9.1 Term

This Agreement will remain in force for the Term.

9.2 Termination for Convenience

(a) Either Party may, at any time, by reasonable notice within 14 days, terminate this Agreement or reduce the Term.

(b) On issue or receipt of a notice of termination under clause 9.2(a) the Stockowner must pay SHS any outstanding Fee or costs payable under this Agreement, up to the date of termination specified in the termination notice, and comply with this Agreement in relation to removal of the Livestock from the Property.

9.3 Termination for Breach

(a) Either Party may terminate this Agreement if the other Party:

(i) breaches a material term of this Agreement which is not capable of being remedied; or
(ii) breaches a material term of this Agreement which is capable of being remedied and fails to remedy that breach within 14 days after receiving notice requiring it to do so; or

(iii) has a:

(A) receiver;
(B) manager;
(C) administrator; or
(D) liquidator (provisional or otherwise)
appointed to it or its assets;

(iv) enters into a scheme of arrangement (formal or informal) with its creditors for payment of its debts;

(v) suffers its interest under this lease to be taken in execution of a judgment against it; or

(vi) becomes a bankrupt (if a natural person).

(b) If the Agreement is terminated pursuant to clause 9.3(a), SHS may:

(i) request the Stockowner to remove the Livestock within 14 days of the date of termination; or

(ii) allow the Livestock to remain on the Property and maintain a Lien on the Livestock as provided in clause 3(b).

9.5 Pre-existing Rights and Survival

Termination of this Agreement in accordance with the terms of this clause is without prejudice to any rights of either Party under the provisions of this Agreement existing at the date the Agreement is terminated.

10. Special Conditions

The Parties agree to be bound by the Special Conditions (if any) set out in Schedule 2.
11. Insurance

(a) The Stockowner must have and maintain:

(i) Workers’ compensation insurance in relation to any employees of the Stockowner for an unlimited amount, including liability under statute and at common law; and/or

(ii) An “eligible person” (as defined in the Workers’ Compensation and Rehabilitation Act 2003) contract of insurance or other similar insurance policy to cover self employed consultants, directors of companies, trustees or partners, where applicable.

(b) The Stockowner must effect in connection with this Agreement public liability insurance covering legal liability to third parties for bodily injury or property damage in the amount of $10 million dollars.

(c) The insurances referred to in clauses 11(a) and 11(b) must be acceptable to SHS in that they comply with the following requirements:

(i) they are effected with an approved insurer;

(ii) on suitable terms and conditions; and

(iii) are maintained for the Term.

(d) The Stockowner will, upon request in writing at any time by SHS, produce evidence to SHS that the insurances required by this clause 11 have been affected and maintained.

(e) SHS must have and maintain:

(i) Workers’ compensation insurance in relation to any employees of SHS for an unlimited amount, including liability under statute and at common law; and/or

(ii) An “eligible person” (as defined in the Workers’ Compensation and Rehabilitation Act 2003) contract of insurance or other similar insurance policy to cover self employed consultants, directors of companies, trustees or partners, where applicable.

(f) SHS must effect in connection with this Agreement public liability insurance covering legal liability to third parties for bodily injury or property damage in the amount of $10 million dollars.

(g) The Stockowner acknowledges that the State of Queensland is a self-insurer and the insurance obligations in clauses 11(e) and 11(f) are satisfied by SHS’s production of a certificate of insurance from the Queensland Government Insurance Fund (or its successor or any replacement organisation) confirming that it has insurance.

12. General

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

12.2 Assignment

A Party must not assign, transfer or sublet the whole or any part of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

12.3 Amendments

This Agreement may only be varied by a document signed on behalf of each Party.

12.4 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

(b) A waiver or consent given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.

(c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

12.5 Severance

Any provision in this Agreement which is held to be illegal, invalid or unenforceable will be severable and will not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.
12.6 Counterparts
This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts. The counterparts will have the same effect as if the signatures to each counterpart were on the same instrument.

12.7 Jurisdiction and Governing Law
This Agreement is governed by and construed in accordance with the law of Queensland and the Parties hereby submit to the non-exclusive jurisdiction of the courts in Queensland.

 Execution Page

SIGNED for and on behalf of THE STATE OF QUEENSLAND acting through the Department of Education, Training and Employment

by ...........................................................................................................

the (title)..............................................................................................

this .................................... day of ............................................ 20...

In the Presence of:

...........................................................................................................

WITNESS signature

...........................................................................................................

Full name and occupation or profession of witness (Please print)

SIGNED for and on behalf of .................................................................

by ...........................................................................................................

the (owner/ leasee) ............................................................................

this .................................... day of ............................................ 20...

In the Presence of:

...........................................................................................................

WITNESS signature

...........................................................................................................

Full name and occupation or profession of witness (Please print)
### Schedule 1:

<table>
<thead>
<tr>
<th>Item 1: Stockowner</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Postal Address:</td>
<td></td>
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<tr>
<td>Telephone number:</td>
<td></td>
</tr>
<tr>
<td>Facsimile:</td>
<td></td>
</tr>
<tr>
<td>Phone number: (W)</td>
<td>(H)</td>
</tr>
<tr>
<td>Email address:</td>
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<table>
<thead>
<tr>
<th>Item 2: Description of Livestock on arrival (clause 1.1)</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. Breed</td>
<td></td>
</tr>
<tr>
<td>2. Name of all horses including colour, markings (brands, whorls and scars)</td>
<td></td>
</tr>
<tr>
<td>3. any pre-existing injuries, ailments or vices</td>
<td></td>
</tr>
<tr>
<td>4. vaccination record for such conditions as Hendra, tetanus and strangles and dates of any relevant treatments, eg worming, teeth care</td>
<td></td>
</tr>
<tr>
<td>5. Age</td>
<td></td>
</tr>
<tr>
<td>6. Sex</td>
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</tr>
<tr>
<td>7. Weight average</td>
<td>Range</td>
</tr>
<tr>
<td>8. Condition score average</td>
<td>Range</td>
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<tr>
<td>9. PIC departure</td>
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<td>10. Ownership details;</td>
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</tr>
<tr>
<td>11. Serial number of the waybill</td>
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</tr>
<tr>
<td>12. Horse Health Declaration or vet certificate;</td>
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</tr>
<tr>
<td>13. Date of movement;</td>
<td></td>
</tr>
<tr>
<td>13. Method of movement; and</td>
<td></td>
</tr>
<tr>
<td>14. Why the animal is being kept at the Property.</td>
<td></td>
</tr>
</tbody>
</table>

| Item 3: Property (clause 1.1) | Dalby State High School Of 463 Bunya Highway Dalby Q 4405 PIC: QADB0021 Lot 330 on Crown Plan AG3652; County – Aubigny; Parish – Dalby; Title Reference - 49012310 |

| Item 4: Commencement Date |     |
| Item 5: Expiry Date |     |

<table>
<thead>
<tr>
<th>Item 6: Fee</th>
<th>$55.00 per week (including GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>14 days from invoice per Term in Advance</td>
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</table>
**Item 7:**
Notices (clause 7)

<table>
<thead>
<tr>
<th><strong>SHS:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>SHS Head of Campus</td>
</tr>
<tr>
<td>Postal Address: Dalby SHS (Bunya Campus) 463 Bunya Highway Dalby Q 4405</td>
</tr>
<tr>
<td>Telephone number: 07 4660 0333</td>
</tr>
<tr>
<td>Facsimile: 07 4662 4032</td>
</tr>
<tr>
<td>Email address: <a href="mailto:wlin1@eq.edu.au">wlin1@eq.edu.au</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Stockowner:</strong></th>
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<tr>
<td>Telephone number:</td>
</tr>
<tr>
<td>Facsimile:</td>
</tr>
<tr>
<td>Phone number: (W) (H) (M)</td>
</tr>
<tr>
<td>Email address:</td>
</tr>
</tbody>
</table>

**Item 8:**
SHS contact officer details

| W: 07 4660 0333 |
| F: 07 4662 4032 |