



Broome Horse Riders' Club Inc
est 1976

*BHRC Inc Policies and Procedures Manual
Section 2 Members*

2.15 Preamble to Agistment

Definitions	
BHRC	Broome Horse Riders Club Inc
Committee	Is the elected Committee of the Broome Horse Riders Club Inc at any time
Agistment Officer	Is the person appointed by Committee to carry out certain duties in relation to agistment
Agistee	Is the person responsible for the horse / s agistment concerns, whether they are the owner or lessee of the horse / s.
Horse owner	Is the true owner of a horse and not necessarily responsible for agistment concerns
Horse lessee	Is the person leasing (for a fee or free) a horse and responsible for agistment concerns and day to day care of horse / s.
Sub committee	A committee formed by the Committee to perform specific duties

Reasons for agistment to be declined

Broome Horse Riders Club Inc will not accept horses with the following conditions, for the safety and well being of both current and future agisting horses and agistees.

1. Horses with contagious non-curable diseases as deemed by a professional veterinarian
2. Stallions and rigs – as certified by a professional veterinarian.
3. Windsuckers or cribbers

Agistment Waitlist

Should there be no vacancies in agistment at the Broome Rodeo Grounds, a waitlist may become available. All efforts will be made to refer to the waitlist should a vacancy arise in the order in which the potential agistee was added to the waitlist but the Committee offers no guarantees and may consider personal circumstances when contacting a potential Agistee on the waitlist. Potential Agistees will be asked to complete an Agistment Application to be considered for future agistment.



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2.16 Agistment Agreement

1 Agisting

1.1 Members, or prospective members and non members must apply to the Agistment Officer or the Committee if they wish to board a horse on the Broome Horse Riders Club Inc grounds for any length of time. An agistment application form, agistment agreement and horse registration form must be read, completed and signed and returned to the Agistment Officer or Committee within 14 days of commencing boarding.

1.2 For a horse to board for periods longer than two weeks, the agistee will need to become a member of the Broome Horse Riders Club Inc. The membership application form and members hand book will need to be read and completed as well as the agistment application, agreement, and horse registration form, preferably prior to boarding commencing.

1.3 Only ordinary members can sign the agistment agreement. In the event of a junior member owning a horse / s, a parent / guardian must hold ordinary or family membership and sign the agistment agreement and other documents and be responsible for all associated costs.

1.4 In the event that Membership lapses (renewable 31 August each year), the agistment agreement may be terminated if seen fit by the Committee and the horse(s) must be removed from the grounds. Please see item 1.8 below in the Agistment Agreement (2.16).

1.5 Agistment is limited to a maximum of two horses / ponies per single yard and four horses to a double yard.

1.6 Private arrangements between agistees for the relocation of yards are not permitted. However, if a yard becomes vacant, or agistees wish to swap yards, the agistee / s may apply to the Agistment Officer in writing for reallocation. If more than one application is received for a yard the yard will be allocated through a random draw.

1.7 An Agistment Agreement may be cancelled by the agistee giving as much notice as possible to the committee.

1.8 An Agistment Agreement may be cancelled by the Committee giving at least 30 days' notice. Cancellation of an Agistment Agreement may occur due to (but not limited to) the following:

1.8.1 If the agistment yard is without a horse for at least 12 months with no plans of a horse occupying the yard for the next 3 months.

1.8.2 If the agistee fails to renew their yearly membership on time (by the 31st August).

1.8.3 Failing to adhere to Policies & Procedures and/or the Constitution.

2 New Agisting horses

2.1 New horses coming onto the Club grounds will need to spend one weeks in the water yards to ensure they do not have any health problems or vices. During this period the horse owner / leasee will be allocated a permanent yard and grazing group (optional), given a copy of the members Policies and Procedures manual, walked through the grounds, be given a general overview of the Club and introduced to agistees in the allocated grazing group.



2.2 All new agisting horses will need to be vaccinated against Strangles (BHRC Inc strongly recommends Tetanus at the same time). If a current vaccination certificate cannot be produced, a statutory declaration will be accepted as proof of vaccination.

2.3 All new agisting horses MUST be wormed (in the presence of the Agistment Officer) whilst in water yards. Manure to be removed daily and placed in the permanent manure bins.

2.4 Whilst in the water yards, the horse / s may be exercised in the round yard only. Any manure is to be picked up and disposed of in the permanent manure bins.

3 Yards

3.1 It is the responsibility of BHRC Inc to provide safe yards and facilities for the purpose of agistment.

3.2 Agistees wishing to add or alter their yards structurally in any way must firstly advise the Committee in writing. No alterations may be undertaken until approved by the Committee in writing.

3.3 The Committee will not compensate any agistee who after carrying out any extra alterations on their yard vacates that yard for any reason.

3.4 All structural improvements excluding free standing sheds, remain the property of the Broome Horse Riders Club Inc.

3.5 Any damage to the yards fencing, shelter, stable, shed etc caused by the agistee or their horses will be the responsibility of the agistee to repair at their own expense.

3.6 Prior to departing the grounds agistees must ensure yard has all manure removed and is generally tidy. Any temporary structures, panel bins, gate additions etc that are not an approved permanent fixture must be removed.

3.7 Agistment fees will be fixed or varied at Annual General meetings or Special General meetings.

3.8 No items are to be stored outside of yards.

3.9 If a yard has been without a horse for at least 12 months but is still held by an agistee and an agistment waitlist exists, the Club could request that the agistees horse occupy the yard within 3 months or relinquish the yard.

4 Grounds

4.1 **Agistment Yards** Agistees are responsible for all repairs and maintenance to fences, structures and minor plumbing repairs (replacing washers) within their yard. BHRC are responsible for all maintenance and repairs to external boundary fences and all major plumbing repairs (split pipe, major leaks).

4.2 **Ambulance Entry** Displays a no entry sign from highway and is located between yard 1 and car park. Is a designated emergency services entry by Main Roads WA and is not for member use. No vehicles to be parked in this driveway.

4.3 **Area Surrounding Agistment Yards** Horses and vehicles at walking pace only. Horses may be grazed in these areas provided they are secured by lead rope to a fixed object(tree, fence) or held by a person.



4.4 **Arenas** Campdraft arena (Derby side of main driveway) & rodeo arena (Broome side of main driveway) – are available for use by all members unless closed due to a clinic, event, rainfall, maintenance or as determined by the BHRC Committee. Arenas are NOT grazing paddocks.

4.5 **Campdraft Yards**

Available for overnight use by travellers with horses (preferably not the camp). Yards also hold any horses impounded or found straying by the Shire Rangers.

4.6 **Club Equipment**

The Club has a collection of coppers logs, jump blocks and barrels. Please ensure that if you use this equipment that it must be put away prior to events, cyclones or as directed by the BHRC committee. Ideally flat work in the rodeo arena and jumps in the campdraft arena.

4.7 **Driveways** The Club has driveways leading around the campdraft arena and through to the agistment yards. Ideally vehicles should only enter the grounds for unloading feed, equipment or horses. The aim is that minimal use of the driveway will reduce the number of potholes and surface breakdown.

4.8 **Feed Shed** Available for the use of any agistee especially those who do not have feed storage facilities in their yard. Please ensure all feed is stored in a freezer to reduce rats and mice.

4.9 **Fire Breaks** The club has fire breaks around grazing paddocks and on the outside of the front fence. These are mown and trees trimmed regularly to ensure they comply with shire regulations.

4.10 **Gates** The main entry, ambulance entry and gate out onto the common should be kept locked to ensure all horses are kept on the grounds should they escape their yard, the turnout paddock or their handler / rider. Code for the lock is 0388.

4.11 **Grazing / Turnout Paddocks** Campdraft (closer to Broome Highway) and middle paddock – agistees may apply to the Agistment Officer to have their horse / s added to a turnout group. Each group is allocated an equal number of days in a paddock. Agistees are responsible for regularly checking and repairing fences and for removing noxious weeds. Water troughs should be checked daily and scrubbed periodically. Horses may only be in one group. All horses must return to their own yard at night. Use of the turnout paddock is at the owners risk. Paddocks will be closed by the BHRC committee for maintenance, events, safety, weather or as otherwise determined by the BHRC committee. No horses in the paddocks on Sundays – paddocks closed.

4.12 **Hay Shed** Available for the use of all agistees especially those who do not have hay storage facilities in their yards.



4.13 **Mounting Yard** Used to hold horses whilst saddling, mounting or waiting to be called into the arena. This is not a grazing or exercise area. Cars may only enter mounting yard to unload feed and must then relocate to outside of mounting yard.

4.14 **Round Yards** Large and small – available for use by all members unless closed due to repairs, safety, weather or as determined by the BHRC committee.

4.15 **Spectator Area** Runs from mounting yard fence to main driveway and around rodeo arena to water yards. NO horses permitted in this area in an effort to reduce the spread of weeds. Horses should be walked around the driveway to reach other arena or grazing / turnout paddocks. No vehicles to be parked in this area.

4.16 **Water Yards** The first two yards (between loading ramp and Broome Highway) are to be kept free to be used as sick bays or to hold a horse that has escaped its yard and is unable to be immediately returned (damaged fence, finder unsure which yard horse belongs etc). The yards from the loading ramp to small round yard are to be used as isolation yards for new horses coming into the grounds or horses returning to the grounds after a 12 month or more absence. Agistees may put their horse / s into one of the isolation yards for a short period whilst they carry out minor maintenance to their yard, unload feed etc but the agistee must remain on the grounds. If you need to put your horse / s into a water yard for a longer period due to major yard repairs or the like you must apply in writing to a Committee Member or Agistment Officer who will consider your request. Water yards MUST be mucked out after every use. Water yards may be closed for events, maintenance, weather or as determined by the BHRC committee.

5 Grounds Care

5.1 Agistees shall at all times use their best endeavours to keep the club premises clean, free of litter, safe for riding and maintain yards in good repair.

5.2 Manure removal is the responsibility of the yard agistee. Manure must be removed from yards regularly and dumped only in the approved manure collection bins.

6 Emergencies

6.1 In the event of any horse boarding on the Club grounds being injured or seriously ill in any way, it shall be the responsibility of all agistees to inform a member of the Committee of the fact and to endeavour to contact the agistee to also inform them. If, the agistee cannot be contacted, their emergency contact person shall be notified.

If a member of Committee after attending the Club premises and on being satisfied that all reasonable efforts have been made to contact the agistee or their emergency contact person have been made, and that person cannot be contacted and if the Committee member is of the opinion that the horse should receive veterinary attention then their nominated veterinary surgeon will be called:

6.2 If the veterinary surgeon of choice cannot be contact by a member of Committee, that person has the power to call in another veterinary surgeon to treat the sick or injured horse.



6.3 If a duly qualified veterinary surgeon advises that the horse should be humanely euthanised without delay, then providing that all further reasonable efforts to contact the agistee and their emergency contact person have been made, the Committee member may arrange for euthanasia via lethal injection of the horse without undue delay.

6.4 The horse agistee will be responsible for all veterinary costs, regardless of the vet called, treatment provided and outcome of treatment.

6.5 If a horse dies (from whatever cause) on the grounds the horse agistee will be responsible for all costs relating to burial / disposal of the animal.

7 Obligations to exercise, feed and care for horses

7.1 Agistees are encouraged to exercise their horse regularly,

7.2 Agistees shall ensure that their horse is fed and watered daily. Horses on Club grounds are required to be in healthy condition and fed adequately according to their individual needs.

7.3 BHRC Inc recommends that all horses be wormed on May 1 and November 1 of each year.

7.4 BHRC recommends that horses be vaccinated annually against tetanus and strangles.

7.5 BHRC recommends that all horses have their feet trimmed by a farrier or suitably experienced person at least every eight weeks.

7.6 BHRC recommends that all horses have their teeth attended to by the Equine Dentist on his annual visit.

8 Pasture Grazing

8.1 People agisting on Club grounds have the option to put their horses out to graze in the designated grazing area. Check with the Agistment Officer if you are unsure where this area is.

8.2 The Committee may at its discretion draw up a grazing roster to restrict herd size or number of days grazing.

8.3 All horses must be returned to their yards at night, unless prior approval in writing is received from the Committee.

8.4 The Committee may from time to time, at its discretion, order that any part or parts of the club premises shall be closed for grazing.

8.5 Horses are not allowed to be free grazing anywhere but the areas open for grazing as deemed by Committee unless horse is haltered and lead rope in hand at all times.

8.6 If any agistee should notice any fences needing repair or any other possible hazards to members or horses it is his or her duty to inform the Agistment Officer or a Committee Member as soon as possible.

8.7 Horses are not allowed to be free grazing anywhere but the areas open for grazing as deemed by Council.

8.8 Horses may graze other areas provided it is haltered and lead rope held by a person at all times OR an operation small electric fenced area is established. (You must provide your own electric fence unit, electric fence tape and portable pickets etc). Horses may only be grazed in this manner providing they do not impact any other agistees or ground users.



8.9 Council reserves the right to close grazing for a minimum of two weeks after receipt of 25+mm of rain. This is to give the grasses the opportunity to seed and drop. It is possible that grazing will be closed for a number of months over the wet season.

8.10 All agistees should be familiar with the weeds of our area and remove any noxious weeds as they are seen. Walkabout and Belly Ache Bush prevalent after rain – both harmful to horses.

8.11 If any agistee should notice any fences needing repair or any other possible hazards to members or horses it is his or her duty to inform the Agistment Officer or a Council Member as soon as possible.

8.12 Horses with front shoes will only be permitted to graze following specific advice from the Committee after a special grazing group has been arranged. Horses with rear shoes are not permitted in the grazing paddocks. Owners/agistees accept the risk of turning their shod horses out in the grazing paddock (ie pulling a shoe).

9 Cyclone policy

9.1 In the event of a cyclone becoming a threat, all agistees shall be responsible for their own horses, whether owned or leased by the agistee.

9.2 In the event of a cyclone threatening club premises, neither Broome Horse Riders Club Inc nor any of its said Committee, sub committees or officers shall be responsible for the well being or moving of any horses.

9.3 In the event of a cyclone threatening club premises, neither the Broome Horse Riders Club Inc nor any of its Committee, sub committees or officers shall be responsible for injury or death to horses or damage caused by horses, which remain on Club premises.

9.4 Each agistor will be responsible for removing all loose objects (feed bins, wheel barrows, rakes, etc) in their yard and storing in the hay or feed shed until the all clear is sounded.

9.5 All agistors are responsible for packing away Club equipment e.g. poles, barrels etc.

9.6 Horses may be left in their own yards, arenas or other safe place until the all clear is sounded.

9.7 No horses will go out to graze after a cyclone until all fences and water troughs have been checked.

10 Private property

The Broome Horse Riders Club Inc will not accept any responsibility for the loss or damage to the property of its members or visitors.

11 Duty of care

All agistees are expected to show duty of care at all times, and follow the rules for all members as stated in the Policies and Procedures.



12 Broome Horse Riders Club Inc's rights to monies owed

12.1 The horse owner or agistee may not remove horses from the property while any part of the debt is unpaid.

12.2 If the agistee or horse owner does not pay the whole of the agistment debt as required by the final notice the Club may:

- Take action to recover the debt and all associated costs through a debt collection agency
- The horse / s may be sold, either as one lot or separately, on the basis that the purchaser will receive full title to each item sold; and
- The horse owner will irrevocably appoint BHRC as the horse owner's attorney with power to execute all transfers and other documents and do everything necessary to affect and complete the sale and to pass full title to the purchaser. This includes power to update all documents (for example stud books and registration papers) to show the purchaser as the new horse owner. The horse owner is compelled to act in accordance with the law in the exercise of this power of attorney including signing all documents to affect anything done by the attorney.

12.3 Before Broome Horse Riders Club Inc exercises the right to sell an agisted horse under this agreement:

- The agistment debt must be unpaid for at least 90 days after the Committee has sent the agistee an account;
- In the event that the said horse is on lease, the owner of the horse will be notified in writing each time the agistment account is over 60 Days in arrears;
- The Committee must send the horse owner a final notice which states the total amount of the debt owing to the date of the notice and that the horse / s will be sold if the agistment debt is not paid in full within seven days of the notice being given.

12.4 The Committee will use the proceeds of sale to pay, in the following order:

- all sale costs, for example advertising, transport, sale commission and legal fees;
- the agistment debt;
- any fees which the horse owner owes BHRC for any other horses; and
- any balance to the horse owner or as the horse owner directs in writing. If the balance is not collected within 12 months, it may be dealt with under the Unclaimed Monies Act 1962.

12.5 The Committee must give the horse owner a final statement notice detailing the sale proceeds and how BHRC Inc has applied them.

13 Holiday Arrangements

Should an agistee be going away from Broome and leaving their horse / horses on the grounds the following rules will apply;

13.1 Agistee to record in BHRC Day book dates of leave, their emergency contact number, who is looking after their horse / s, emergency contact number for that person and who the guardian (person who can make life and death decisions) for their horse / s is.

13.2 The person carrying for an agistees horse / s should preferably be a member of BHRC Inc.

13.3 The person caring for horse / s should be familiar with horses and handling them.

13.4 The agistee must ensure that the horse carer fully understands



- horse feed requirements
- water requirements
- manure removal and correct disposal of manure
- use of head collar and lead rope
- grazing paddocks and
- the importance of securely closing gates.

13.5 The agistee must ensure that the horse carer is introduced to one or two other BHRC agistors and has contact numbers for them in the event they are unable to tend to the horse due to unforeseen circumstances.

13.6 The agistee will be responsible for all actions of their horse carer.

14 Review of agistment agreement

The agreement will be reviewed at least every fifth year from the date of ratification.