



**JOLONG  
PARK**  
九龍馬會

# WELCOME TO THE **STABLES**



Dear Horse Owner,

Welcome to Jolong Park. Melbourne's premier equestrian agistment facility.

We would like to take this opportunity to welcome you and your horse to our beautiful property.

In this Welcome Pack, we have included important information to assist with your stay. It includes:

- Jolong Park Facility information
- Do's and Do Not's
- Nutrition information
- Agistment Contract

\*If you could return copies at your earliest convenience, it would be much appreciated. \*

We have set a very high standard across Jolong Park, and we have high expectations of our staff and all procedures. This is to ensure everyone's safety and of course, for you to obtain the optimum results out of your agistment.

On behalf of everyone at Jolong Park, we look forward to welcoming you and your four-legged friend/s.

Sincerely

The Jolong Park Team

## Jolong Park Agistment Facility information

The magnificent Facilities on offer at Jolong Park are as follows:

120 Boxes

50 Timber Yards (most of them have shelters)

Olympic size Indoor arena with Geopat surface

Outdoor arena (second one under construction)

2 horse walkers

2000m grass track and 2200m sand track

Hot and cold wash

## Jolong Park “DO AND DO NOT” Policy

Jolong Park’s agistment facility **access hours:** 6AM to 9PM

Should you need to see your horse outside of these hours, please contact our Equestrian Manager – **Mr. Dirk Dijkstra on mobile: 0417 527 710**

Please park your car in the designated car park area only. There are to be no vehicles beyond the designated area without prior arrangement & approval from the Manager. This is primarily for safety reasons.

It is **your** responsibility to clean up your horse manure when you’re in the arena, driveways or stables. Bins and shovels are provided at various points around Jolong Park for your convenience. There are also manure bunkers to dispose of the manure. (You will be charged a fee if our staff have to clean it up)

There is **STRICTLY NO RIDING** without a current approved safety standards helmet.

Your dogs are welcome, but again for the safety of all horses and riders, they must be on a secure leash at all times.

Be considerate of your fellow riders and always follow the 'riding rules' whilst in the arena. For example, left to left when passing each other or when walking please ride on the inside track. Two track work has right-of-way.

Please book your riding lesson or your indoor Arena time via the Jolong Park website <http://jolongpark.com.au>

Please note that there are to be no more than **3 horses** at a time permitted in the Indoor Arena (unless they are Riding school group lessons)

Outside riding instructors are not permitted to conduct lessons at Jolong Park as we have an impressive array of Instructors, fully accredited 'in house'.

We would like to consider our business here at Jolong Park as 'Progressive' and therefore welcome any feedback be it positive or negative.

Your business is very valuable to us and we are always looking for ways to improve your daily experience at Jolong Park.

Also we ask that you be our 'eyes on the ground'. Whenever you move about the property, please be very quick and pro-active to report anything you see that may be of a concern to you. We encourage a 'team' mentality and try to encourage everyone to look out for each other, each other's horses and belongings.

## Jolong Park Agistment Nutrition Information

At Jolong Park we try to keep the feeding regime very simple and very routine. Dirk Dijkstra has had a lifetime of experience in breeding, training and looking after horses. He has enjoyed enormous success and had great results from feeding Cool Plus Pellets from the Laucke Feed Mill in SA. Below you find the link to this product. In addition, he adds a small amount of Combo Chaff (a Lucerne/oaten chaff blend) [www.Lauckemills.com.au/horse/coolplus](http://www.Lauckemills.com.au/horse/coolplus). This simple combination is fed to Dirk's high-performance horses right the way down to his yearlings.

If you require any additional supplements or feeds, these must be supplied by you in ready to use measured quantities, prepackaged in zip lock sandwich bags or small plastic containers with lids. These need to be clearly named.

Dirk has been able to source a good quality pasture hay for Jolong Park that is grown north of Ballarat.

We hope you enjoy your time at Jolong Park.

Dirk Dijkstra  
Equestrian Manager  
0417 527 710  
[Dirk@jolongpark.com.au](mailto:Dirk@jolongpark.com.au)



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## AGISTMENT CONTRACT

### PARTIES

Jolong Park Pty Ltd ABN 64 607 692 919 whose details are in **item 1** of the schedule (**Jolong Park**) and the person named in **item 2** (**Agistee**).

### RIGHT TO AGIST

Jolong Park occupies the land described in **item 3** (**Land**). The Agistee owns or is lawfully entitled to possession of the horse and foal (if any) (**Horse**) identified in **item 4**. The Agistee confirms that the Land and its facilities are satisfactory for the Horse.

The Agistee has the right to agist the Horse on the Land beginning on the date in **item 5** and ending on the date in **item 6**, unless the right is ended sooner by Jolong Park under this contract or by law.

The Agistee is allowed on the Land between the hours in **item 7** or at other times by prior arrangement with Jolong Park if the Horse is sick or injured, unless access is limited or denied by reason of infectious disease.

### AGISTMENT FEE

The Agistee must pay the fee in **item 8** for as long as the Agistee has the right to agist the Horse on the Land. Overdue money accrues interest at the rate of 17% per year compounded monthly.

The fee and any other money due is payable by the Agistee without set-off, counterclaim or deduction of any kind.

### JOLONG PARK'S OBLIGATIONS

Jolong Park must:

- supply the services and facilities in **item 9** for as long as the Agistee has the right to agist the Horse;
- provide the Horse with drinkable water; and
- notify the Agistee as soon as practicable after becoming aware that the Horse is sick or injured.

### RULES

Jolong Park may make rules (**Rules**) from time to time relating to the Land, the Horse, the Agistee, personal conduct and any other thing relating to this contract. The current version of the Rules (if any) is attached. Any future modification of the Rules binds the Agistee when he/she is given a copy of them. The terms of this contract override the Rules in the event of any conflict between them.

### INSURANCES

Jolong Park does not guarantee the safety, security and health of the Horse and any personal property (**Goods**) in the possession of or belonging to the Agistee. It is the Agistee's choice and responsibility to insure the Horse and Goods for mortality, loss of use, theft and/or damage.

### AGISTEE'S REPRESENTATIONS & OBLIGATIONS

The Agistee represents and warrants to Jolong Park that the Horse:

- has no vices or bad behaviours except for any disclosed in **item 10**;
- has no pre-existing injuries except for any disclosed in **item 11**;
- is vaccinated for tetanus and strangles;

- shows no symptoms of illness or disease and has not shown any in the past 3 months; and
- will not be brought on to the Land if the Horse shows any symptoms of illness or disease after the date of this contract.

The Agistee must:

- obey the Rules and ensure anyone accompanying him or her onto the Land does so too;
- co-operate with and be courteous towards Jolong Park, its officers, staff and other agistees using the Land;
- provide Jolong Park with any information or material relating to the Horse, if requested;
- remove or relocate any Goods promptly when requested by Jolong Park (in default, Jolong Park is authorised to do so);
- comply with biosecurity measures for the containment and elimination of equine influenza or any other contagious disease and continue to pay the fee in item 8 despite such measures even if movement restriction orders prevent or limit access to the Land;
- wear a current Australian Standards approved riding helmet and heeled shoes or riding boots on or around the Horse or in proximity to any other horse on the Land;
- take care at all times to avoid harm to him or herself;
- if notified by Jolong Park that the Horse is or may be sick or injured, attend the Horse in person or arrange a vet to do so promptly;
- keep the property access code or any keys to the Land secret and secure and not assist anyone else to enter the Land by him or herself without the consent of Jolong Park; and
- if not the owner of the Horse, give Jolong Park (when requested) full details of the owner and the arrangement between the owner and the Agistee relating to the latter's possession of the Horse.

### JOLONG PARK'S RIGHT TO ENGAGE A VET

The Agistee appoints Jolong Park's officers individually as his or her agents with full power to engage a vet to examine and treat the Horse, at the Agistee's cost, if it's believed the Horse requires it. If fees and charges are likely to exceed \$200 (excluding medicines) in respect of any one incident, the Agistee will be consulted prior to incurring the costs, unless the intervention is urgent and the Agistee cannot be contacted immediately by telephone.

### TERMINATING THE RIGHT TO AGIST

Jolong Park may terminate the Agistee's right to agist the Horse sooner than the date in item 6 if:

- the Agistee fails to pay any money when it falls due;
- the Horse poses, in Jolong Park's sole opinion, a threat of harm to itself, another horse, any person (including the Agistee) or property;
- a representation by the Agistee is false or misleading or, in Jolong Park's sole opinion, likely to be so; or
- the Agistee fails to observe or perform any obligation under this contract, including the Rules.

For the avoidance of doubt, this contract continues in force even if Jolong Park terminates the Agistee's right to agist the Horse.



A written notice advising the Agistee of the termination must be given to the Agistee. The Agistee is taken to have received the notice: (a) if hand delivered - on delivery; (b) if faxed or emailed - when Jolong Park's fax machine or computer produces a confirmation report that all pages of the notice were successfully sent; (c) if sent by pre-paid regular mail - on the fourth business day after the date it is mailed.

On and from the date that either the Agistee is taken to have received the notice of termination or the right to agist automatically ends (as provided below):

- Jolong Park may exercise the rights conferred under the heading 'Overdue Money' below;
- the Horse is taken to be trespassing and Jolong Park may impound the Horse under section 5 of the Impounding of Livestock Act 1994 (Vic) and take it to the nearest convenient pound;
- Jolong Park ceases to be liable, as bailee or otherwise, for any harm to the Horse however caused;
- the Agistee must pay Jolong Park a daily fee proportional to the fee in item 8 for each day the Horse remains on the Land; and
- the Agistee may collect the Horse if (and only if) the Agistee does not owe any money to, and is not otherwise liable to indemnify, Jolong Park.

The right to agist the Horse automatically ends without the need for any notice or accrual of time if: in Jolong Park's sole opinion, the Land is unsuitable for agistment because of fire, flood, drought or any other circumstances beyond its control; or the Agistee denigrates, abuses or threatens (in person or otherwise) or makes physical contact with Jolong Park, its officers, its staff or another agistee. No compensation is payable by reason of such termination and the Agistee must collect the Horse when requested by Jolong Park without prejudice to its lien.

#### **OVERDUE MONEY**

Whether or not Jolong Park has terminated the Agistee's right to agist the Horse, if any money owing to Jolong Park is overdue or the Agistee is liable to indemnify Jolong Park:

- Jolong Park may retain the Horse and the Goods until the money is paid or the liability is satisfied;
- Jolong Park may apply any money due or owing to the Agistee at any time in reduction or extinction of the Agistee's debt or withhold payment of the money until the Agistee's liability is quantified and then so apply the money; and
- the Agistee irrevocably appoints Jolong Park as his or her agent with full authority and power to sell, dispose of or otherwise deal with the Horse and the Goods either together or separately by any means, to any person, on any terms that it considers appropriate in its sole absolute discretion, including without papers.

The proceeds of sale, disposal or other dealing with the Horse or Goods must be applied:

- firstly, to pay the costs associated with the sale, disposal or dealing;
- second, in satisfaction of the money due and payable to Jolong Park;
- third, to discharge any liability to indemnify Jolong Park, its employees and agents; and
- the remainder (if any) to the Agistee.

#### **INDEMNITY**

The Agistee indemnifies and holds Jolong Park, its officers,

employees and agents harmless from and against all claims, actions, damages, losses, costs and expenses (including legal fees on a solicitor/own client basis) by reason of or relating to:

- sickness, injury or death of the Horse;
- breach of this contract or the Rules by the Agistee;
- personal injury of anyone accompanying the Agistee onto the Land, howsoever caused;
- a representation/warranty that is false or misleading or which is likely to be so in the sole opinion of Jolong Park, based on reasonable grounds;
- failure to pay money when it falls due for payment;
- damage caused by the Horse to any person or property;
- termination of the Agistee's right to agist the Horse;
- impounding the Horse; and
- the exercise or attempted exercise by Jolong Park of any rights or powers under this contract or at law.

#### **LIABILITY**

Jolong Park and its officers, employees and agents, whether acting in their own right or as agent of the Agistee will not be liable to the Agistee or any third person by reason of or relating to:

- sickness, injury or death of the Horse;
- loss of or damage to the Goods, or any personal property in the possession or under the control of any person that accompanied the Agistee onto the Land; or
- death of or harm to the Agistee or any person that accompanied him or her onto the Land -

howsoever caused including, without limitation, the negligence of Jolong Park or any person for whose acts and omissions Jolong Park is legally responsible.

If the above exclusion of liability is held void or unenforceable by a court, liability is limited to the cost of re-supplying the agistment services.

#### **GENERAL**

- If the Agistee comprises 2 or more persons, this contract binds them together and individually.
- In this contract '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.
- Any modification of the terms of this contract is not valid or binding unless it is in writing, signed by the parties.
- The law of Victoria, Australia applies to this contract (including the Rules) and the parties submit unconditionally to the exclusive jurisdiction of the courts and tribunals of that State in relation to any claim or dispute between them arising under or in connection with this contract.
- This contract embodies the entire understanding and the whole agreement of the parties relative to its subject matter. All prior representations, warranties, arrangements or promises (if any) made or given (whether expressed or implied) relating to the subject matter of this contract or the intentions of the parties are merged in and superseded by this contract. The Agistee acknowledges and agrees that it has not relied on any representation, warranty, arrangement or promise that is not expressed in this contract.
- The Agistee or anyone associated with the Agistee must not copy or reproduce this contract in whole or part or otherwise infringe copyright.
- If more than one horse is referred to in item 4, reference to Horse in this contract is to each horse.

Jolong Park Pty Ltd is the licensed owner of this contract.

Reproducing or plagiarising of it by any other party is illegal - penalties up to \$10,000 apply.

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# SCHEDULE

## Item 1 - Details for Jolong Park Pty Ltd

128 Riverend Rd, Bangholme, Victoria, 3175  
E: info@jolongpark.com.au  
T: 03 9776 3184 or 0417 527 710  
W: www.jolongpark.com.au PIC: 3DNAR090

## Item 2 – Agistee Information

Name \_\_\_\_\_  
Contact Number \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email \_\_\_\_\_  
Emergency Contact Person \_\_\_\_\_  
Emergency Contact Number \_\_\_\_\_

## Item 3 - Address of Land

128 Riverend Rd, Bangholme, Victoria, 3175

## Item 4 – Horse Information

Horse Name \_\_\_\_\_  
Identification (D.O.B) \_\_\_\_\_  
Registration Number \_\_\_\_\_  
 Please tick if copy of registration is attached

## Item 5 - Date agistment starts

**Item 6** - Date agistment ends (if no date specified, either party must give 2 week's notice to the other to end the term of the agistment)

## Item 7 - Hours of entry onto the Land

6:00 AM – 9:00PM  
Horse must not arrive after 9:00PM

**Item 8** - Agistment fee inclusive of GST and banking details

**\$ 300** Bonds for DIY product.  
**\$ 600** Bonds for none- DIY product is required to pay in advance before arriving

Payment Method (Cash payment is not accepted)

**1. Direct Deposit**  
Account Name: Jolong Park Pty Ltd  
BSB:033 395 Acc: 491297

**2. Credit Card:**  
Card Number: \_\_\_\_\_  
Card Holder Name: \_\_\_\_\_  
Expiry Date: \_\_\_\_\_ CVV: \_\_\_\_\_

## Item 9 - Agistment services and facilities (be precise)

(If insufficient space, continue on a separate page which both parties must sign)

## Item 10 - Vices/bad behaviours (if none, say 'nil')

## Item 11 - Pre-existing injuries (if none, say 'nil')

# SIGNATURES AND DATE

Jolong Park.....Date.....

Agistee..... Date.....

## Jolong Park New Agistment Price List 2020 (include GST)

Products	Price per day	Price per week	Details
Stable box storage	\$4	\$28	For equipment storage ONLY
Additional Sawdust			\$5 / small wheelbarrow \$10 / big wheelbarrow
DIY Paddock	\$13	\$91	Client looks after the horse / Jolong provide facility only / indoor arena usage via online booking ONLY
DIY Paddock + Feed out	\$20	\$140	DIY Paddock + client leave the hay/feed outside of the paddock fence. Jolong Park staff places the hay/feed + rug off / on (when temperature is below 17 degree)
DIY Stable	\$20	\$140	Client looks after the horse / Jolong provide facility only / indoor arena usage via online booking ONLY
DIY stable & paddock	\$30	\$210	Client looks after the horse / Jolong provide facility only / indoor arena usage via online booking ONLY
Paddock Full Care	\$35	\$245	Jolong provides full care service
Stable package Full Care	\$55	\$385	Jolong provides stable and paddock full care service