

# NORTH SHORE RIDING CLUB (INCORPORATED)

## GRAZING AGREEMENT



**This agreement** dated  
and the **Grazing Member**

202 is made between the **Club**

### 1. DEFINITIONS

In this document:

**Club** means the North Shore Riding Club (Incorporated)

**Committee** means the Club's governing body

**Grazing Fee** means the annual fee for grazing as has been advised to the Grazing Member at the date hereof, or such other amount as the Committee shall notify the Grazing Member from time to time upon no less than one month's notice.

**Grazing Land** means parts of the land situated at 109 Awanohi Road Albany and identified to the Grazing Member as being available for grazing

**Grazing Member** means [ ] who is a Member and who has been allocated a designated grazing space at the Club.

**Member** means a person who is a member of the Club

**Termination Date** means the date one calendar month (or such shorter period as set out in this agreement) following notice served by one party to this agreement on the other of its intention to terminate this agreement in accordance with the terms hereof

**In consideration** of the Grazing Fee paid by the Grazing Member in accordance with the terms of this agreement, the Grazing Member may graze one horse on the Grazing Land subject to the terms of this agreement.

## **2. GRAZING MEMBER OBLIGATIONS**

1. The Grazing Member shall at all times and for the duration of this agreement comply with the Grazing Member Obligations set out in Appendix One annexed hereto.
2. The Grazing Member shall at all times in addition to the obligations set out in Clause 1 above, comply with:
  - (a) the terms of the Club Constitution;
  - (b) the Club Grazing Policy set out in Appendix Two; and
  - (c) The Club Bylaws set out in Appendix Three

Which for the avoidance of doubt includes any amendments and/or additions from time to time which the Committee may make to the documents referred to in 2.(a) to 2.(c) inclusive and notified to the Grazing Member

## **3. RELEASE OF LIABILITY**

In consideration of being permitted to use the Clubs's grazing facility and participate in related activities, to the fullest extent allowed by law, the Grazing Member hereby releases, waives, and discharges the Club, including its officers, directors, employees, agents, contractors, and volunteers, from any and all liability, claims, demands, actions, or causes of action arising from or related to any loss, damage, or injury, including death, that may occur to the Grazing Member or their property (which includes their horse) while grazing or engaging in activities on the premises of the Club. This includes waiving their right to initiate legal proceedings against the Club or its representatives.

## **4. DISPUTES**

In the event of a dispute arising from a breach of the terms of this agreement, such dispute will be handled in accordance with Clause 38 of the Constitution of the Club and for the avoidance of doubt the obligations contained in this agreement are deemed to be bylaws for the purposes of clause 38 of the Constitution.



## **APPENDIX 1 GRAZING MEMBER OBLIGATIONS**

### **1. GRAZING FEES**

- a. The Grazing Member shall pay the Grazing Fee monthly in advance by automatic payment by the fifth day of each month into the Club bank account number 02-0272-0035653-000 or such other number as may be advised to the Grazing Member by the Club in writing.
- b. The Committee may adjust the Grazing Fee from time to time and shall provide a minimum of one month's written notice to the Grazing Member of such adjustment.
- c. If at any time the Grazing Member fails to pay the Grazing Fee without prior arrangement with the Committee, and the Grazing Fee remains unpaid for a period of one month following the due date for payment, the Club may serve no less than 20 working days' notice in writing on the Grazing Member at the expiry of which, if payment has not been made, this agreement will terminate and the Grazing Member will be required to remove their horse from the Grazing Land. The Grazing Member will continue to be liable for any outstanding Grazing Fee or any other payments due under this agreement.
- d. The Grazing Member is responsible for the entire month's grazing fees regardless of whether their horse is present for the full month.
- e. Until written notice of termination of grazing is received by both the Grazing Officer and Treasurer of the Club, the Grazing Member remains liable for the Grazing Fee and any other payments or fees which may arise.
- f. The Grazing Member shall pay a due proportion of the cost of hay supplied by the Club to all grazing members' horses within one month of receiving an invoice for such payment. Hay is fed out to herds based on the average weight of the horses in that herd and the condition of the paddock and is determined by the Grazing Officer. No refund of hay levies will be made in the event that the Grazing Member removes their horse from the Grazing Land

### **2. HEALTH & SAFETY RESPONSIBILITIES**

- a. The Grazing Member shall comply with all health and safety protocols while on Club grounds. This includes following all posted instructions, using equipment safely, and maintaining awareness of their surroundings.
- b. The Grazing Member must report all near misses, incidents, and accidents involving themselves, others, or horses to the Committee immediately. This ensures that safety hazards can be identified and addressed promptly.

### **3. ASSIGNMENT AND SUBLETTING AND CONDITIONS FOR GRAZING**

- a.** No assignment or subletting of this agreement is permitted.
- b.** Only a horse belonging to or leased by the Grazing Member may graze on the Grazing Land pursuant to this agreement.
- c.** The Committee reserves the right to refuse grazing for horses under the age of three, unbroken horses, stallions, or rigs, and to require the removal of any horse which the Committee deems to be unsuitable for Herd grazing.

### **4. GRAZING MEMBER'S RESPONSIBILITY**

- a.** The Grazing Member is solely responsible for the care and welfare of their horse in accordance with the Animal Welfare Act 1999.
- b.** The Club assumes no liability for any accidents, illnesses, or injuries sustained by horses while grazing pursuant to this agreement, although all reasonable precautions will be implemented to ensure their safety.
- c.** If the Committee becomes aware of the Grazing Member's horse suffering from illness or neglect, it will notify the Grazing Member or, in urgent cases, engage veterinarian services, with all costs borne by the Grazing Member.

### **5. HUMANE DESTRUCTION**

- a.** In cases where a horse is injured and the Member or the Member's emergency contacts cannot be reached or refuse to act, the Committee may engage veterinarian services at the Member's expense.
- b.** In the event of a horse's death or destruction, the Member may choose to remove or bury the remains at their own expense.

## **APPENDIX TWO GRAZING POLICY**



### **GRAZING AREAS (as shown on the Map)**

- There are six herds of up to twelve horses, with each herd rotating through such paddocks throughout the year as instructed by the Grazing Officer
- Hay will be provided as instructed by the Committee and/or the Grazing Officer when deemed appropriate.
- Grass pens are allocated and shared among grazing members. Members must clean pens during and after use.

### **QUALIFICATIONS FOR GRAZING**

- Only current, fully financial members of the Club will be eligible to join the grazing waitlist and subsequently to graze horses on Club property.
- Associate Non-Riding Members do not have any entitlement to grazing privileges at the Club grazing facility
- Grazing rights are assigned to the member, not the horse.
- A member may retain a grazing space without a horse present by continuing to pay the full Grazing Fee and maintaining full membership.

### **INTRODUCTION OF NEW HORSES**

- The introduction of new horses into existing herds will be carried out in accordance with the established protocols set by the Grazing Officer, the relevant Herd Coordinator, and the Committee.
- All reasonable steps will be taken to ensure the safety and welfare of all horses in the herd during this process.
- The Club accepts no responsibility for any incidents that may arise during this introduction

### **ADDITIONAL HORSE GRAZING ELIGIBILITY**

- The Member may with the consent of the Committee bring an additional horse onto the Grazing Land. The Member must apply to the Committee via the Grazing Officer for such consent and the approval of such application shall be at the discretion of the Committee having regard but not limited to the requirements set out below in this clause.

- The Member must have been a full member or had a horse grazing on-site for a sufficient period (typically no less than one year, unless otherwise approved at the Committee's discretion) to allow the Committee to make an informed decision regarding their suitability for an additional horse
- The Member must have NO history of non-payment of subscriptions, levies, or other amounts due, as outlined in Section 33.1(d) of the Club Constitution.
- The Member must not have been found in breach of the Club Constitution, Bylaws, or Grazing Policies.
- If the Committee approves the Member's application for an additional horse, the Member will be notified in writing.
- The Committee reserves the right to charge an annual levy (in addition to the Grazing Fee for the additional horse) to the Member for the right to graze an additional horse.

### **PADDOCK AND HORSE MOVEMENT**

- Horses must not be moved between herds without prior consultation with the Grazing Officer.
- Paddock change days are decided by the Grazing Officer, and communicated to the Herd Coordinators. Members are required to move their horses or arrange for another member to do so on their behalf in accordance with instruction by the Herd Coordinator.
- Horses must not be left alone in a paddock under any circumstances.

### **WORMING**

- All horses will be wormed as decided by the Committee.
- Owners are responsible for presenting their horses for worming at the times specified and will bear the associated costs.

### **GENERAL CONDITIONS**

- Shoeing pens are reserved for horses waiting to be shod and must be cleaned immediately after use.
- Grass pens and stables are available for all members' horses but may be used only at the Grazing Officer's discretion. Horses in the grass pens or stables must receive daily care (including water and hay) from the Member or a designated person.
- Hay and stable shavings will be provided for injured or sick horses at the request and cost of the Member.
- Members are responsible for mucking out stables and pens daily. They must ensure the areas are left clean and tidy after use



## **APPENDIX 3 CLUB BYLAWS**

**For the safe and efficient operation of the Club**

### **Definitions:**

In this document:

**Club** means **THE NORTH SHORE RIDING CLUB (INCORPORATED)**.

**Committee** means the **Club's** governing body.

**Member** means a person who is a **Member** of the **Club**

### **Introduction**

For the safety of all Club members and the smooth running of the Club, Members must comply with these Bylaws at all times.

Compliance with the bylaws contained in this document, as well as the Club's Constitution, is mandatory.

### **1. SECURITY OF MAIN ACCESS GATES**

The two access gates from Awanohi Road and Durey Road into the Club must be closed and locked immediately after access to or egress from the Club for the security and safety of Members, horses, and property.

### **2. SUMMER RIDING**

Paddocks designated for riding during the summer months will be made available as determined by the Grazing Officers/Committee. Notification of open periods will be communicated to the membership accordingly. During open periods, riders must use common sense and avoid soft or slippery areas after heavy or extended rainfall.

### **3. SPEED LIMIT AND RIGHT OF WAY**

- Vehicles must not exceed the 20kph speed limit within Club grounds at all times.
- Horses always have the right of way over vehicles on all internal roads
- Running horses alongside vehicles anywhere within Club grounds is strictly prohibited.

#### **4. HEALTH AND SAFETY RESPONSIBILITIES**

- All Members, guests, and visitors are responsible for complying with health and safety protocols while on Club grounds. This includes following all posted instructions, using equipment safely, and maintaining awareness of their surroundings.
- Members must report all near misses, incidents, and accidents involving themselves, others, or horses to the Committee as soon as practicable following such near miss, accident or incident. This is to ensure that safety hazards can be identified and addressed promptly.
- The Committee is committed to taking all necessary and practicable measures to safeguard the health and safety of Members, guests, horses, and property. However, Members are required to act in such a way as to minimise any risk to themselves, their horses, or others.

##### **Helmets**

- Riding helmets must be worn and fastened at all times while on horseback on Club property. This includes all Members, instructors, guests, visitors and any person receiving a “pony” ride.
- It is recommended that helmets and closed in footwear be worn during all non-ridden training activities, including groundwork and float training.

##### **Footwear**

- All individuals handling horses or working near machinery must wear appropriate, closed-in footwear at all times.

#### **5. FLOATS AND TRUCKS**

##### **Permanent Parking**

- The Club has limited space to accommodate Members' floats or trucks.
- Float or truck spaces are for legally compliant, functional horse transportation vehicles only.
- If a Member wishes to permanently park their float or truck on Club grounds, they must apply to the Committee for a designated space in which to do so. If and when a space becomes available, the Committee will let the Member know their designated space in the Float Park and should the Member wish to take up the space, they will pay the annual fee (or an appropriate proportion thereof for part of a year) for such space as invoiced to the Member.
- No sub-letting or licensing of the allocated parking space is permitted.
- The float and truck parking fee is set by the Committee and will be reviewed annually.



## **Visitor Float Parking**

- Visiting Floats and trucks should only be parked in the designated area as signposted at the Club and marked on the facility map. They are not to be left parked anywhere on the internal roads except that the area adjacent to the locker room and grooming bay may be used for loading and unloading after which time the float or truck must be moved to the designated parking area or leave the Club as appropriate.
- Permission must be sought from the Committee or the Grazing Officer and Treasurer to leave floats and trucks on Club grounds temporarily.
- Unless float training, only visitor floats may park in the space adjacent to or at the entrance of the activities area and must be removed as soon as practicable. Parked floats must not block access to any equipment stored in the activities area.

## **Float training**

- Float training is permitted only in the designated area **[shown on map – Area D]** to ensure the safety of others, horses, vehicles, and equipment.

## **6. LOCKER ROOM SECURITY**

- The door to the locker room (which is situated directly adjacent to the covered grooming bay) must be locked at night or during the day if left unattended.
- Any hard feed stored in the locker room must be kept in a sealed container at all times to avoid attracting pests. Alternatively, feed can be left in the designated bin in the cover drying shed.

## **7. PADDOCK GATES**

- All gates that are closed must remain closed when riding through paddocks. Please leave them as you find them to ensure the safety of the horses.

## **8. HORSES**

- Horses must be under control at all times while outside their paddocks, either by halter or bridle. Horses should be tied securely to baling twine on hitching rails or held by a handler. When not in their allocated grazing paddock, no horses are to be left loose anywhere on the Club grounds.
- Horses are not permitted in the car park or on the Clubhouse lawn.
- Horses must not be tied to gates, equipment, fences or any structures that could be pulled over or damaged.
- No cantering or galloping is permitted on internal roads.
- No riding is permitted through any paddocks where horses are grazing.

## **9. SUPERVISION**

- All visitors or members under the age of 17 must be supervised by a parent or guardian, or the parent/guardian must appoint a responsible adult to supervise them at all times while on Club grounds.

## **10. MAIN GROOMING SHED AREAS AND TIE UPS**

- The main Grooming shed areas in both the Front and Back Valley must be kept clean and tidy, with the floor swept after each use.
- All droppings, debris, and rubbish must be removed after use and where applicable, disposed of in the bins provided.
- All other tie up areas used for grooming must be tidied as far as practicable after use.

## **11. SHOEING AND CLIPPING**

- Shoeing, clipping, and barefoot trimming must only be conducted in the designated shoeing areas.
- The shoeing areas must be swept immediately after use, with both the stiff broom and the magnet trolley and all debris disposed of in the bins provided. Shoes should be placed in the metal collection bin. Do not sweep debris onto the driveway or surrounding grass areas.
- The holding pens behind the Shoeing Shed must be mucked out immediately after use.

## **12. ARENAS - Dressage and Showjumping**

- If using an arena with an instructor or if the instructor is riding on your behalf, the Member must book and pay for arena time.  
<https://www.northshoreridingclub.org.nz/book-online> The fee for such use is to be set by the Committee from time to time and any changes will be duly communicated to the membership.
- Droppings in the arenas must be immediately collected and disposed of in the provided bins.

## **13. WORKING BEES**

- The Club will hold a minimum of 2 working bees per annum
- It is expected that all Members attend (or arrange for alternative assistance at) all working bees.
- The Committee reserves the right to charge a fee to Members who do not attend a working bee.

- The Club will be closed for all riding and equestrian activities during working bees.

#### **14. DOGS**

- Dogs must be under full control at all times, defined as “at heel” or on a lead, between the bottom gate and up to the shoeing shed.
- Dogs are prohibited from entering the arenas and must not run loose around the environs of the arenas, grooming shed, covered pens, shoeing/clipping shed, showgrounds, locker room, and Clubhouse.
- Owners must clean up after their dogs in all areas, including around hitching rails and parking areas.
- Dogs may not be tied to the locker room door, fences, or arena fences.
- No dogs are permitted on Club grounds at activities, working bees or worming days.
- Running dogs alongside vehicles on internal roads is strictly prohibited.
- Dogs are not permitted in any paddock where horses are grazing under any circumstances.

#### **15. CODE OF CONDUCT**

- The Club requires Members to uphold minimum standards of behaviour to ensure that all Members can fully enjoy the benefits, privileges, and facilities provided by the Club.

##### **Members Duties and Responsibilities**

- Members are expected to conduct themselves in a courteous and socially acceptable manner and show respect for each other and their horses.
- Bullying, threats, abuse or physical violence will not be tolerated under any circumstances, and provocation may not be accepted as justification for such behaviour.
- Members shall act in accordance with the Club’s core organisational values, which are:
  - Welfare of the horse
  - Maintaining the integrity of the **Club**
  - Unity among all Members; and
  - Respect for all Members at all times
- Parents or guardians of junior members (under 17 years of age) are responsible for the conduct and safety of their children at all times.

## **Members Responsible for Guests**

- Members are responsible for the conduct of any non-members or guests they invite to the Club grounds, events, or other activities.
- This includes (but is not limited to) family, friends, instructors, coaches, and other visitors.
- Members must ensure that their guests comply with the minimum standards of behaviour set out in this Code.

## **Misconduct**

The following are examples which constitute misconduct and which may result in disciplinary action and termination of membership of the Club:

- Failure to comply with the **Club** constitution or any Bylaws set by the **Club**.
- Unauthorised use of **Club** facilities without permission.
- Racial, sexual, or other improper harassment of any Member or person.
- Bullying, threatening, abusing, or assaulting any Member, their guests, spectators, or horses.
- Engaging in obnoxious, anti-social, or criminal behaviour, including the use of obscene language or gestures. This includes making any discriminatory, derogatory, or abusive remarks about any Member, guest, visitor, contractor or spectator.
- Consuming illicit drugs anywhere on Club grounds.
- Being under the influence of alcohol or any judgment-impairing drug. For the purposes of this clause, a person is considered 'under the influence' if their blood alcohol level exceeds the legal driving limit.
- Interfering with or wilfully damaging **Club** property, machinery, or other equipment, or otherwise acting in a way that threatens safety.
- Theft or unauthorised possession/use of another person's property or the property of the Club.
- Engaging in any act that may damage the reputation of the **Club** and/or its Members.

## **16. FAILURE TO COMPLY**

Members who fail to comply with these Bylaws may face disciplinary action as determined by the Committee in line with the Club constitution including potential removal from the Club's membership.

The Grazing Member and the Club sign below to accept they are bound by the terms of the Grazing Agreement.

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**SIGNED AND ACCEPTED:**

Member Name:

Date:

Signature:

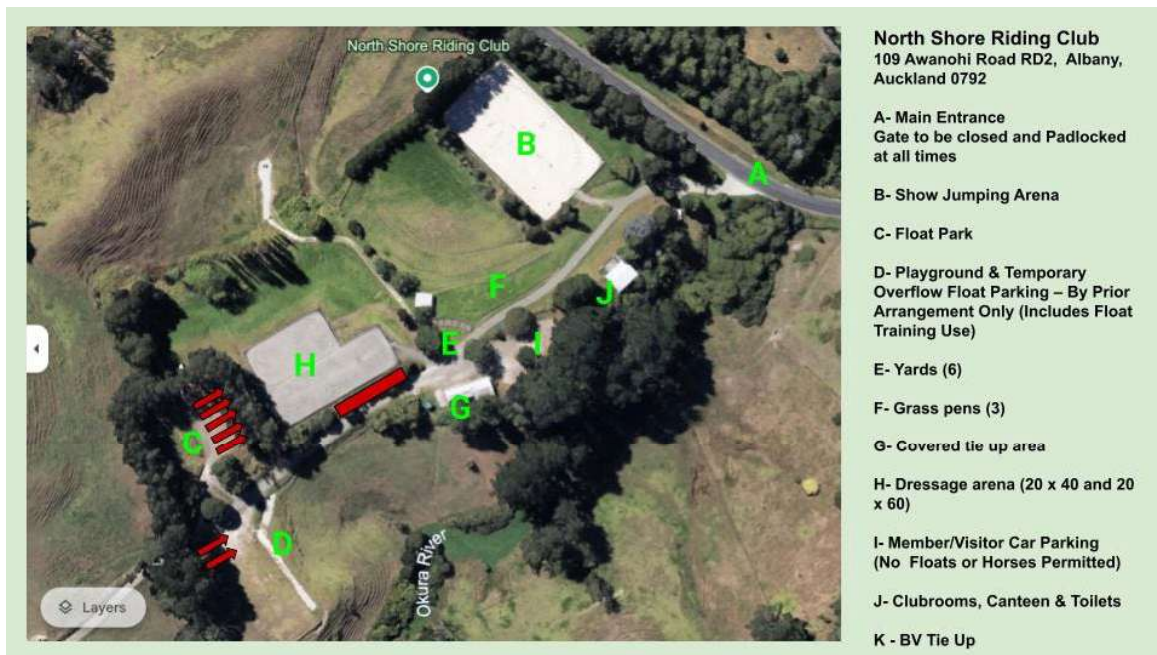
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Signed on behalf of North Shore Riding Club Inc.

Date:

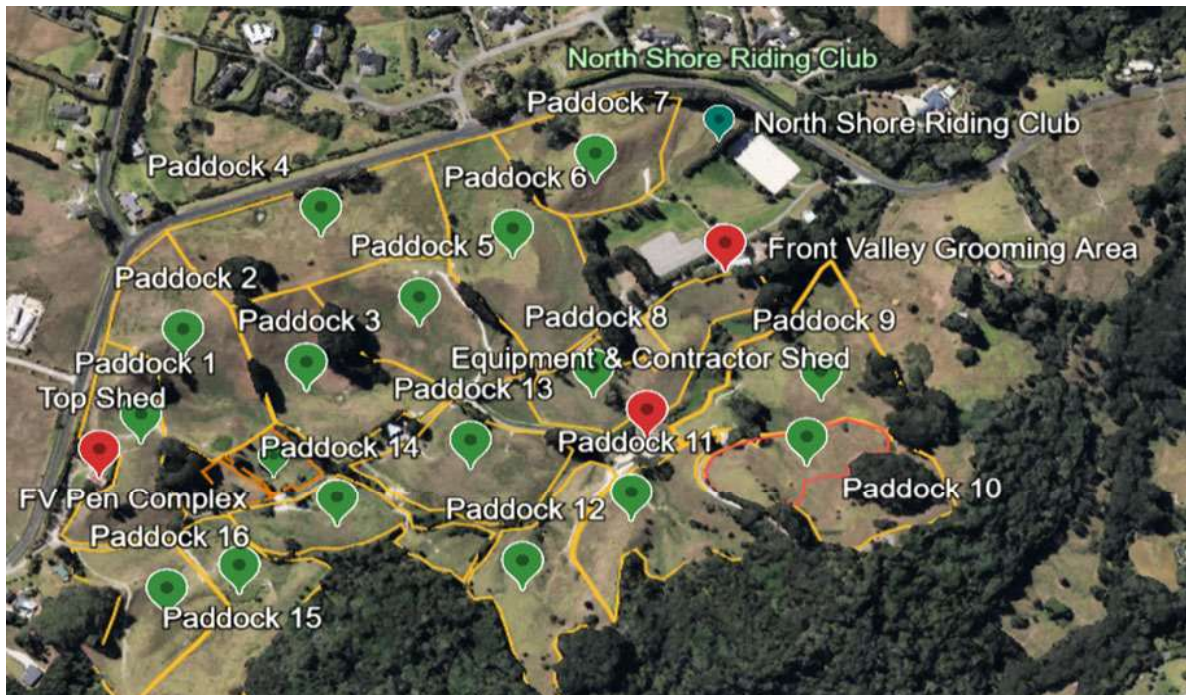
Signature:

## NSRC FACILITY MAP





### Paddock Map – Numbers & Location (FV)



### Paddock Map – Numbers & Location (BV)

