



**TERMS & CONDITIONS OF USE FOR 'THE FACILITIES'
AT CASTLE IRVINE ESTATE (NECARNE)**

Please read the following details carefully; it contains information about the facilities, the expectations and requirements of those using the arena, and terms and conditions of payment.

1. Definitions

- 1.1. "The Company" is CASTLE IRVINE ESTATE LTD , its affiliates, owners, and employees.
- 1.2. "The Premises" is the land known as CASTLE IRVINE ESTATE.
- 1.3. "The Facility/Facilities" is the indoor Arena, Outdoor Arena, Walled Garden and Car Park at Castle Irvine Estate.
- 1.4. "The Access" is the driveway at Castle Irvine Estate.
- 1.5. The "Hire Period" is any continuous period of use that has been reserved and paid for by the User.
- 1.6. The "Hirer" is the individual booking the Facilities, and is responsible for ensuring that all individuals associated with the Hire Period are aware of these terms and conditions.
- 1.7. A "Responsible Adult" is any person aged 18+ years, who is deemed competent in handling horses/ponies, and is able to adequately supervise individuals under the age of 18 years.
- 1.8. The "User(s)" is/are the person(s) using the Facilities and who are associated with the Hire Period. This includes, but is not limited to riders, trainers, spectators, grooms, assistants or observers in attendance at the Premises.
- 1.9. The "Principle User" is the person using the Facilities and who is responsible for the actions of all other users associated with the Hire Period. They may or may not be the Hirer, but in all cases must be a Responsible Adult.
- 1.10. A "Clinic" is any hire period last three hours or more, in which a qualified and insured instructor hires the Facilities for the commercial purposes of training their own clients.

2. Terms of Use

2.1. All Users are to return the Facility to its original state at the end of the hire period. All droppings must be picked up and deposited in the containers provided.

2.2. Users must not take any glass or breakable objects into any of the Facilities. All items taken onto the Facilities must be removed at the end of the Hire Period.

2.3. All Users riding in the Facilities must wear a riding hat conforming to the current BHS standard at all times whilst mounted. Suitable footwear must be worn whilst mounted. A body protector is advisable.

2.4. All Users under the age of 18 years must be accompanied by a Responsible Adult and must be supervised at all times.

2.5. Users must not cause a nuisance or disturbance to any other person on the Premises.

2.6. Under no circumstances may horses/ponies be tied up unattended outside horse boxes/trailers. Horses/ponies must not be tied up to any part of the Premises at any time, attended or otherwise.

2.7. All horses/ponies must be fully vaccinated against equine flu. The Company reserves the right to request evidence of such vaccination at any time. Users are not permitted to bring on to the Premises, any horses/ponies that are experiencing any form of contagious illness/disease (e.g. equine herpes, flu, strangles) or which are stabled at yards with confirmed cases of such. The Hirer will be held liable for any losses incurred by the Company if they, or any User associated with the Hire Period breach this clause. This includes, but is not limited to loss of earnings, reputational damage, and associated veterinary fees.

2.8. Horse/ponies must remain under close control in the arena; loose schooling is not permitted.

2.9. Users are required to close gates/doors behind them when entering or exiting the Facilities.

2.10. Users must adhere to all signs and other written/verbal instructions provided by the Company.

2.11. Hiring of the jump poles and/or wings constitutes supply only. Users are expected to erect, put back where knocked down, dismantle, and pack away supplied jumps during their hire period. The Company is only responsible for ensuring the availability of the jumps on those occasions where they have been requested and for which the appropriate hire fee has been paid. Where jumps are already erected at the beginning of a Hire Period, it is the responsibility of the User to ensure all jumps are erected correctly and safely prior to use.

2.12. The Premises contains other non-equestrian areas used by the Company and their guests (including young children). Horses/ponies must not be taken in to these areas without the exceptional permission of the Company. Users are expected to appreciate that some guests will not be aware of the risks associated with handling horses/ponies, and must act with their safety in mind.

2.13. The paddocks and surrounding land are out of bounds to all visitors. Horses are not to be grazed on any grassed areas within the Premises. This includes the Access.

2.14. No horses/ponies may be led or ridden/warmed up along the Access to the Facilities. Users wishing to hack to the Facilities via the Access must seek prior approval from the Company.

2.15. Horses/ponies must be transported to the Facilities in a suitable horse box/trailer. All horse boxes/trailers and any other vehicles associated with the Hire Period must be parked in the lorry park. Horse boxes/trailers must not be parked along the Access.

2.16. The Company reserve the right to request that Users leave the Premises in circumstances where in the opinion of the Company and/or its management, a User is creating a dangerous situation, riding in a dangerous manner, is mistreating a horse or acting irresponsibly, and/or is displaying rude or inappropriate behaviour. Where a User is asked to leave they must refrain from using the Facilities, immediately return to their mode of transport, and remove any horses/ponies and themselves from the Premises. Under such circumstances, no refund will be provided for the Hire Period.

2.17. The Company is not responsible to any User or other visitor for the provision of First Aid personnel or equipment on the Premises and cannot be held liable to provide First Aid. The User agrees to ensure their own provision for First Aid.

2.18. All breakages/damage must be paid for in full by the User. The Hirer and/or Principle User will be held accountable for meeting the cost of any breakages/damage.

2.19. Any dogs on the Premises must be kept out of the riding arena, unless the express permission of the Company has been provided. Dogs must be kept on a short lead at all times and are the responsibility of their owner/handler. All dog foul must be cleared up. The Company reserves the right to request that dogs be secured and/or removed if deemed necessary. The Company cannot be held responsible for any incident caused by or to any dog whilst on the Premises.

2.20. Smoking is not permitted anywhere on the Premises, including the outside spaces. This includes, but is not limited to tobacco cigarettes, e-cigarettes, vapourisers, and cigars. No naked flames are permitted under any circumstances.

2.21. All litter must be taken off the Premises or disposed of in any marked bins at the end of the Hire Period.

2.22. Access to the Premises is permitted only via the road entrance from Castle Street, Irvinestown. Users are not to enter the Premises via any other point in the boundary of the Premises.

2.23. Save for death or personal injury caused by negligence, the Company do not accept any liability for any accident, loss, damage, injury or illness to Users, horses, property, vehicles and their contents and accessories, or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever. All visitors are advised to ensure vehicles and personal property remain suitably secured to avoid damage and/or loss.

2.24. Riding, working with and handling horses/ponies can be dangerous and horses/ponies may be unpredictable. Persons using the Facility do so at their own risk and the Company will not be held responsible for any incident, injury or loss. In agreeing to these terms, all users and accompanying parties agree to indemnify the Company against any legal action whatsoever arising from an incident.

2.25. Commercial trainers, coaches, teachers or any person acting in a similar capacity are considered to be a 'Principal User' and are responsible for ensuring any riders under their supervision adhere to these terms.

2.26. All commercial trainers, coaches, event organisers, teachers or any person acting in a similar capacity must hold public liability insurance, appropriate for the activity undertaken, for no less than £2,000,000 (two million pounds). The Company may request to see evidence of such insurance at the time of initial booking, and reserves the right to refuse use of the Facilities where such evidence has not been provided. Any person bringing a paid groom, rider or assistant onto the premises must hold employer's liability insurance. The Company reserve the right to request evidence of such insurance at any time. Individual riders are recommended to hold personal liability and personal accident insurance.

2.27. The Company recommend that the owner/keeper/rider of any horse using the Facilities insure that horse in respect of third party liability, injury, veterinary fees and death.

2.28. The Company reserve the right to cancel any booking without notice. The Company reserve the right to refuse any admission. The Company cannot be held responsible for any consequential loss or liability howsoever caused.

2.29. Hirers must stick to their allocated time slot, so they don't interfere with any other bookings.

2.30. Children under 16 must be supervised at all times.

2.31. All hirers must bring someone with them; no "lone riding" is permitted

2.32. From time to time Castle Irvine Estate Ltd may take photos of the arenas or facilities in use, for the purposes of marketing; via sales materials or through social media, Facebook, Instagram, or Twitter. Please email us if you DO NOT wish images of you or your horse to be used in this way.

3. Payment Terms & Conditions

3.1. All Hire Periods must be paid for in full, or Gift Vouchers redeemed, prior to the start of the Hire Period. Payment or vouchers presented on arrival, will not be accepted.

3.2 Where agreed in advance, Clinics will be invoiced retrospectively. Payment will be due within 5 calendar days from receipt of invoice. Interest is chargeable on late payments at a rate of 8% plus Bank of England base rate.

3.3. Payment will only be accepted via online card payments or the Company invoicing process. The Company will not accept cash, electronic bank transfer, or telephone transactions as means of payment.

3.4. A hire period will only be confirmed once cleared funds have been received, or a valid Gift Voucher code provided. The Company will deny Users access to the Facilities if cleared payment in full has not been received by the start of the relevant Hire Period.

3.5. If for any reason funds remain outstanding following a Hire Period (in the case that additional services are requested during the hire period but where immediate payment is not possible), no further Hire Periods will be permitted until all outstanding funds have been paid in full.

3.6. Notification of any cancellation must be sent to the Company by email to info@castleirvine.com or by using the Contact Us page. The Company will apply the following cancellation charges:

3.6.1 Cancellation more than 48 hours before the start of the Hire Period = 100% Refund

3.6.2 Cancellation within 48 hours of the start of the Hire Period = No Refund

3.7. In the event that a Clinic is either cancelled, or the previously booked hours are reduced within 48 hours of the start of the hire period, the Full Hire fee will be charged, based on a rate of 1 rider per hour.

3.8. No refund will be applied, or Gift Vouchers reinstated, if Users fail to arrive or choose not to make use of the Premises during the Hire Period without having cancelled more than 48 hours before the Hire Period was due to commence.

3.9. In the event that no User arrives to use the Premises during the Hire Period, the Company reserves the right to use the Premises and make it available to other guests. If a User subsequently arrives, and provided time remains within the Hire Period, the Company will ensure that the Premises is made available to the User for the remainder of the Hire Period. The Hire Period will end at the allocated time, irrespective of any late arrival of the User.

3.10. All Hire Periods are booked in 1-hour increments, starting on the hour. The minimum Hire Period is 1 hour.

4. Acknowledgement

4.1. By clicking 'Agree', you acknowledge that you have read, understood and accepted the above terms and conditions of using the Facilities and confirm that Users associated with the Hire Period use the Facilities entirely at their own risk. You agree to ensure that all other Users associated with the Hire Period are made aware of, and adhere to these terms and conditions.

4.2. This agreement is valid for the period(s) reserved during this booking and all subsequent bookings. This includes incidental time either side of any Hire Period for the purposes of arrival and departure, and/or any other leisure time spent on the Premises. Your agreement of these terms and conditions notwithstanding, entry on to the Premises shall be deemed an acceptance of these terms and conditions by all Users associated with the Hire Period.