

**EQUESTRIAN TOLL RIDE
MEMBERS AGREEMENT**
relating to

Grey Abbey Estate
Equestrian Toll Ride
Greyabbey
Co Down

PLEASE READ THE FOLLOWING PAGES CAREFULLY

KEEP THIS DOCUMENT SAFE - FOR YOUR REFERENCE
PLEASE RETURN the following to

BHS Ireland, Hawks Hill Cottage, 26 Portaferry Road, Greyabbey, BT22 2RU

- 1. PAGE 10, SIGNED**
- 2. PASSPORT PHOTOGRAPH**
- 3. TOLL RIDE PAYMENT**

CHECK LIST

- Have you read, understood and agreed to this document?
- Have you included the annual subscription?
- Have you completed page 10?
- Have you enclosed a passport sized photograph of yourself?



Membership Agreement:

1. Name

The name of the scheme is the Grey Abbey Estate Equestrian Toll Ride ('the Toll Ride').

2. Objects

The object of the scheme is to provide for the members of the Toll Ride the facilities to use the Toll Ride under the rules herein contained.

3. Society

The Toll Ride is organised by the British Horse Society of Abbey Park, Stareton, Kenilworth, Warwickshire CV8 2XZ ('the Society') which is responsible for arranging the requisite facilities for the Toll Ride.

4. Management

The general management of the affairs of the Toll Ride in all matters is under the entire control of, and is conducted by, the Society or the appointed representative of the Society.

5. Membership

- 5.1 Membership of the Toll Ride is open to persons holding Gold Membership of the Society;
- 5.2 At the discretion of the Society and not earlier than [24] hours after an application form has been received, the candidate may be admitted to membership of the Toll Ride.

6 Register

A register of members shall be kept containing the names, addresses and contacts of all members.

7. Permitted Purposes

- 7.1 The Toll Ride may only be used by each Member, or BHS Approved Riding Establishment member, for the purpose of riding the horse owned by that member or used by him or her with the express consent of the owner, or as otherwise agreed by the Society in writing.

For the avoidance of doubt the Toll Ride may not be used for any other purpose.

8. Conditions for Participation in the Toll Ride

- 8.1 Members of the Toll Ride must comply at all times with the Toll Ride Code of Conduct ("the Code of Conduct") found at Appendix 1 to these Rules. Failure to follow the Code of Conduct may lead to the member(s) concerned being expelled from the Toll Ride and immediate termination of their membership;
- 8.2 Members of the Toll Ride must have completed the Form of Indemnity found at Appendix 2 to these Rules;
- 8.3 The British Horse Society may at its sole discretion prescribe the number of members who may access the Toll Ride at any given time;
- 8.4 Participation in the Toll Ride is always subject to such terms and conditions as to payment or otherwise as the Society determines from time to time.

9. Liability

- 9.1 The British Horse Society will provide the Toll Ride in accordance with the terms of this Agreement so far as appropriate and practicable, but without imposing any liability upon it for any failure due to causes beyond its control.
- 9.2 The Society shall not be responsible to any rider using the Toll Ride for death or any accident happening or personal injury suffered or damage to or loss of any chattel or property sustained by a rider during use of the Toll Ride except where such death, personal injury or damage is attributable to the negligence of the Society.

10. Subscription

The annual subscription is the sum the Society determines from time to time and is payable on the date in each year determined by the Society.

11. Termination of membership

- 11.1 The Society may terminate the membership of a member of the Toll Ride if his subscription has not been paid within 28 days after it became due.
- 11.2 A member whose membership is terminated for non-payment may be readmitted to membership only upon payment of all arrears.

12 Cessation of membership

A member may cease to be a member of the Toll Ride:

- 12.1 pursuant to rule 9 or
- 12.2 by resignation, which must be notified to the Society in writing accompanied by all subscriptions due to the date of such resignation or
- 12.3 due to suspension or expulsion as provided in rule 11 or for breach of the Rules.

13 Conduct

The Society may reprimand or suspend or expel from membership any member:

- 13.1 who acts in breach of the Rules of the Toll Ride or
- 13.2 whose conduct during the Toll Ride is prejudicial to the interests of the Toll Ride or its members or in the opinion of the Society renders him unfit for membership.

14. Rules

The Society may from time to time revoke, vary, add to or alter the Rules and is the sole authority for interpreting the rules and for settling all disputes relating to the affairs of the Toll Ride and the conduct of the members.

15. Interpretation

In these rules:

- 15.1 references to the masculine include the feminine and where appropriate the singular the plural;
- 15.2 the headings are for ease of reference only and are not to be taken into account in their interpretation; and
- 15.3 references to "Rules" of the Toll Ride includes the Appendices attached to these rules.

Code of Conduct

Grey Abbey Estate Equestrian Toll Ride
Code of Conduct

IMPORTANT

This Code of Conduct must be adhered to at all times.

1. The Toll Ride is not open between 2nd October to 28th /29th February inclusive unless with permission of the land owners.
2. Subject to 1 above, the Toll Ride shall be open every day between the hours of 8.30am to 8.30pm except Sundays when it shall open at 12.00pm.
3. Members must park in the car park provided and always leave it clean.
4. Members must have due regard and respect for pedestrians on the Grey Abbey Estate.
5. Members must keep to designated trails and approved areas at all times
6. Members must go slower in areas of reduced visibility.
7. Members must not ride on crops or poach up the surface.
8. The Society may close the trail due to adverse weather conditions or farming operations
9. Members should ride slowly past livestock and wildlife.
10. Members should leave gates as they find them.
11. No dogs are to be admitted to the Estate.
12. Members must wear a Toll Ride Hat Band at all times
13. Members must wear a properly fitted approved standard riding hat, and appropriate riding boots.
14. Members are advised to carry a switched off mobile phone, hoof-pick & twine.
15. Members must ensure tack is sound and properly fitted.
16. Members must respect the Estate and take all litter home.
17. Members are advised to wear fluorescent gear, especially if hacking by road to the Toll Ride.
18. Follow the ethics of Leave No Trace.
19. Members under the age of 16 years are only permitted to ride on the Toll Ride in the company of an adult member.
20. No dogs or walkers are permitted on the Toll Ride.
21. Only current members are permitted to ride on the Toll Ride.

FORM OF INDEMNITY



FORM OF INDEMNITY FOR GREY ABBEY ESTATE EQUESTRIAN TOLL RIDE TRAIL

IN SIGNING THIS DOCUMENT I AGREE THAT IN AS MUCH AS IT IS KNOWN THAT EQUESTRIAN ACTIVITIES ARE HAZARDOUS AND DANGEROUS TO MYSELF AND OTHERS, I HEREBY AGREE TO INDEMNIFY THE BRITISH HORSE SOCIETY, AND THE LANDOWNER, IN RESPECT OF ALL CLAIMS, DEMANDS, COSTS, ACTIONS AND PROCEEDINGS IN RESPECT OF LOSS OF LIFE OR PERSONAL INJURY OR DAMAGE TO THEIR PROPERTY, DAMAGE TO THIRD PARTIES OR THEIR PROPERTY, AND ALSO IN RESPECT OF ANY DISTRESS, SHOCK OR INJURY OR ANY LOSS OR DAMAGE TO RESPECTIVE FAMILIES OR EQUINES, WHICH MAY ARISE BY REASON OF, OR IN CONSEQUENCE OF USING THE GREY ABBEY ESTATE EQUESTRIAN TOLL RIDE TRAIL UNLESS THE CAUSE OF SUCH CLAIM, DEMAND, COSTS, ACTIONS OR PROCEEDINGS IS ATTRIBUTABLE TO THE NEGLIGENCE OF OR BREACH OF DUTY BY THE BRITISH HORSE SOCIETY.

I ACKNOWLEDGE AND AGREE THAT THE SOCIETY SHALL NOT BE LIABLE TO ME FOR DEATH OR ANY ACCIDENT HAPPENING OR PERSONAL INJURY SUFFERED OR DAMAGE TO OR LOSS OF ANY CHATTEL OR PROPERTY SUSTAINED BY ME DURING USE OF THE GREY ABBEY ESTATE EQUESTRIAN TOLL RIDE TRAIL EXCEPT WHERE SUCH DEATH, PERSONAL INJURY OR DAMAGE IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE BRITISH HORSE SOCIETY.

I ALSO AGREE TO MAKE GOOD ALL DAMAGE DONE OR OCCASIONED BY REASON OF THE EXERCISE BY ME OF THE SAID RIGHT OF ENTRY TO THE GREY ABBEY ESTATE EQUESTRIAN TOLL RIDE TRAIL FOR THE PURPOSE OF A VISIT. THE QUESTION OF ASSESSMENT OF THE DAMAGE IS TO BE AT THE BRITISH HORSE SOCIETY'S SOLE DISCRETION.

I SHALL ENCLOSE:

- **COMPLETED PAGE 9**
- **A PASSPORT SIZE PHOTOGRAPH**
- **£40.00 ANNUAL SUBSCRIPTION TO THE GREY ABBEY ESTATE TOLL RIDE,**
- **£10 HATBAND DEPOSIT**
- **£50.00 IN TOTAL FOR NEW MEMBERS**

IN RETURN I SHALL RECEIVE MEMBERSHIP DETAILS CONTAINING:

- TRAIL CARD
- TOLL RIDE MEMBERSHIP CARD
- HAT BAND, WHICH I UNDERSTAND MUST BE WORN AT ALL TIMES WHEN ACCESSING A BHS TOLL RIDE

IMPORTANT:

ON SIGNING YOUR MEMBERSHIP FORM YOU HAVE GIVEN AN UNDERTAKING NOT TO LEND YOUR HAT BAND TO ANYONE ELSE.

SHOULD AN ACCIDENT OR INCIDENT OCCUR INVOLVING A PERSON NOT REGISTERED AS A TOLL RIDE MEMBER BUT USING YOUR HAT BAND THEN EITHER OR ALL OF THE BRITISH HORSE SOCIETY, THE LANDOWNER, MAY HAVE A LEGAL CLAIM AGAINST YOU FOR COMPENSATION FOR ANY LOSS CAUSED TO THEM.

PLEASE COMPLETE AND RETURN

- PAGE 9
- Enclose membership fee
- Enclose passport photograph

to:

BHS Ireland,

Hawks Hill Cottage,

26 Portaferry Road, Greyabbey, Co Down, BT22 2RU

Should you have any queries regarding this toll ride please speak to Susan Spratt,

BHS Manager for Northern Ireland & Republic of Ireland on

[02842788681](tel:02842788681)/[07808141079](tel:07808141079)/susan.spratt@bhs.org.uk



I HAVE READ UNDERSTOOD AND AGREE TO THE BRITISH HORSE SOCIETY:

- MEMBERSHIP AGREEMENT
- CODE OF CONDUCT.
- FORM OF INDEMNITY

FOR
GREY ABBEY ESTATE EQUESTRIAN TOLL RIDE TRAIL

DATE: _____)

SIGNED, by Toll Ride Member or parent/guardian if under 18.

_____)

PRINT NAME _____)
Of Toll Ride Member

BHS Gold member membership number _____
Date of Birth if under 18 _____

FULL NAME AND ADDRESS OF TOLL RIDE MEMBER;

Tel no. _____

Mobile: _____

Email address: _____