



Riding for the Disabled Association S.A. Inc Agreement for Centres

June 2012



INTRODUCTION

This Agreement is made between Riding for the Disabled Association SA Inc (RDA SA) and its affiliated Centres where horse riding services are provided to people with disabilities.

The intent of the Agreement is to establish a governance framework under which Centres may operate on behalf of RDA SA.

Schedule 1 to the Agreement lists the names of Centres affiliated with the Association.

Schedules 2 and 3 of the Agreement outline the major points of mutual obligation between the Association and the Centres. The Agreement identifies the general nature of obligations but does not attempt to particularise the details of all aspects of those obligations.

The Agreement applies to all Centres, without variation, although each Centre will sign the Agreement with RDA SA. This is intended so as to allow for individual Centres to join and leave the Association without affecting the overall status of the Agreement between the Association and the other Centres.

CONSULTATION PROCESS

This Agreement was circulated for discussion and consultation with Centres and other interested parties during 2011.

It was approved in principle at the RDA SA Centres' Forum on October 22, 2011.

Consequently, the Agreement was ratified by the RDA SA Board and adopted at a General Meeting of the Association held immediately prior to the Association's Annual General Meeting on May 15, 2012.

The Agreement will be signed individually by centre committees throughout the latter part of 2012, including at the RDA SA Centres' Forum scheduled to be held on October 27, 2012.

COMMENTS AND FEEDBACK

Ongoing feedback and comments to RDA SA are encouraged and may be forwarded to:

RDA SA State Office
215 Portrush Road
Maylands SA 5069

Ph 08 8331 1833
Fax 08 8331 1188

Email: admin@rdasa.org.au

VERSION CONTROL

Document Established: 2011

This edition issued: 21 June 2012

AGREEMENT

THIS AGREEMENT is made the day of..... 2012

BETWEEN: RIDING FOR THE DISABLED ASSOCIATION SA INC. (ABN 22 616 650 424), of 215 Portrush Road, Maylands, South Australia, 5069 ("**Association**")

And its AFFILIATED CENTRES ("Centres**") as listed in Schedule 1**

The parties enter into this Agreement for the purpose of:

- (a) achieving and maintaining a co-ordinated and directed approach for the future of Riding for the Disabled throughout South Australia; and
- (b) identifying agreed mutual obligations and services for all parties in respect to this agreement.

IT IS AGREED as follows:

1. INTERPRETATION

This Agreement and terms used in it will be interpreted in accordance with the Constitution of the Association.

2. OBJECTIVES AND PRINCIPLES OF CONDUCT

2.1 Objectives and Purpose of Agreement

The parties acknowledge and agree that the primary objectives of this Agreement are to:

- (a) commit to, and implement, the terms of the Agreement;
- (b) identify areas of co-operation between the parties so as to ensure the success of the Agreement; and
- (c) enable the parties to undertake and meet their respective objectives and responsibilities under this Agreement.

2.2 Principles of Conduct

The general principles of conduct which the parties agree to observe and respect in their dealings with each other and satisfying their respective obligations under this Agreement are to:

- (a) act in such a way as is consistent with and conducive to achievement of the stated objectives; and
- (b) deal with one another in good faith in all dealings, discussions and negotiations as may be necessary or desirable to resolve amicably any difference or dispute which may arise between them or any of them.

3. UNDERTAKINGS

3.1 Unless otherwise set out in this Agreement the parties acknowledge and agree that:

- (a) the Agreement will be operated and managed by RDA SA;

- (b) planning for the Agreement will be the responsibility of RDA SA; but
- (c) RDA SA will consult with affiliated centres should any amendments to this Agreement be required.

3.2 Agreement

In consideration of the mutual undertakings in this Agreement the parties:

- (a) agree to comply with their respective obligations under the Constitution of the Association and the policies and procedures made by the Association;
- (b) agree to meet the obligations and provide the respective services in the manner and as set out in the respective schedules set out in **Schedules 2 and 3** of this Agreement.

4 TERMINATION

A Centre cannot withdraw from or terminate this Agreement unless:

- (a) The Association and the Centre unanimously agree to release the Centre from the Agreement; or
- (b) the Centre winds up or amalgamates; or
- (c) the Centre ceases to be affiliated with the Association.

5. ALTERNATIVE DISPUTE RESOLUTION

If any dispute or difference arises between any of the parties to this Agreement under this Agreement and they are unable to resolve the dispute or difference, then the dispute or difference shall be resolved under the Grievance Procedure prescribed by the Constitution of the Association.

6. AMENDMENT

Subject only to the addition of further affiliated Centres in Schedule 1 hereto, the terms of this Agreement may be amended altered or substituted only by a further written Agreement executed by all parties.

7. ASSIGNMENT

The rights and obligations of each party under this Agreement cannot be assigned, charged or otherwise dealt with, and no party shall attempt or purport to do so without the prior written consent of all the parties.

8. NO WAIVER

No failure to exercise and/or delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

9. ACKNOWLEDGEMENTS

- 9.1** The parties acknowledge that they enter into this Agreement fully and voluntarily on their own information and investigation.

9.2 Each party shall take all steps, execute all documents and do everything reasonably required by the other parties to give effect to the transactions contemplated by this Agreement.

10. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one agreement.

12. **GOVERNING LAW**

This Agreement is governed by the laws of South Australia. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

EXECUTION

**THE COMMON SEAL of RIDING FOR
THE DISABLED ASSOCIATION SA INC
ABN 22 616 650 424**)
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)
was affixed to this document in accordance)
its constitution in the presence of:)

Signature of Board member

Signature of Board member

Name of Board member *(please print)*

Name of Board member *(please print)*

REPRESENTING RDA _____ **CENTRE**
Name of Centre *(please print)*

Signature of Committee member

Signature of committee member

Name of committee member
(please print)

Name of committee member
(please print)

Position on centre committee
(please print)

Position on centre committee
(please print)

SCHEDULE 1

RECOGNISED CENTRES

OFFICIAL NAME OF CENTRE	PHYSICAL LOCATION	SIGNATORIES	DATE of EXECUTION of AGREEMENT
RDA Barossa & Light	Barossa & Light Pony Club Grounds Hausler Recreation Reserve Angaston Road, Nuriootpa		
RDA Blackwood	3a Majors Road O'Halloran Hill		
RDA Jennibrook Farm	72 Pine Road Woodcroft		
RDA Mount Barker	Jeff Evans' Equestrian Centre "Fieldbrook" Cnr Daniels and Wellington Roads, Wistow		
RDA Mount Gambier	Sunnybrae Centre Sunnybrae Road, Wandilo, Mount Gambier		
RDA Murray Bridge	Clare Wills Stables 1 Coolibah Drive, Murray Bridge		
RDA Northern Area	Northern Adelaide Regional Horse Centre Cnr Ryans and Whites Roads, Globe Derby		
RDA Port Lincoln	Ravendale Pony Club Grounds Proper Bay Road, Port Lincoln		
RDA Port Pirie	Cnr Anzac Road and Gerald Street Port Pirie		
RDA Riverland	Old Berri Racecourse Moritz Road, Berri		
RDA Victor Harbor	Victor Harbor Riding Club Morgan Park Equestrian precinct 15 Lipizzaner Drive, Victor Harbor		
RDA Whyalla	Racecourse Road Whyalla Norrie		
RDA Yorke Peninsula	Old Kadina Racecourse Wallaroo Road, Kadina		

SCHEDULES 2 & 3

Mutual Obligations and Services

Association – Schedule 2

The primary obligation of Riding for the Disabled Association SA Inc (“Association”) is to support the Objects of the Association and shall in furtherance of that obligation include (but not be limited to) Schedule 2 in Table 1 (below)

Centre – Schedule 3

The obligations of Riding for the Disabled Association SA Inc centres are to assist the Association in meeting the Objects of the Association, and include (but are not limited to) Schedule 3 in Table 1 (below)

TABLE 1	
Schedule 2	Schedule 3
ASSOCIATION OBLIGATIONS	CENTRE OBLIGATIONS
1. Liaise with Riding for the Disabled Association of Australia Ltd (RDAA), including managing the relationship with the national body and all communications with RDAA.	Support the aims and objects of the Association by participating actively in Association affairs including meetings, conferences, surveys
2. Assist centres achieve the timely delivery of recognised RDA services at locations throughout South Australia.	Undertake day-to-day running and operations of Centres. <ul style="list-style-type: none"> • Deliver RDA horse riding and related services to clients with disabilities • Responsible for horse management and welfare • Source and train suitable horses • Recruit clients and volunteers • Undertake pasture and property management and improvement • Deliver regular, well-planned sessions suitable for the client bases of the Centre.
3. Provide administrative guidance and support regarding centre management.	Provide pertinent feedback to the Association to enable the Association to support and guide Centres.
4. Develop and promote State strategic and operational plans, and communicate these in a timely manner to all Centres and members. Guide centres through the process of undertaking their own long-term planning in accordance with the Association’s Strategic Plan.	Develop and maintain a culture of strategic direction based on the RDA SA strategic plan Develop a centre strategic plan contiguous with the State strategic plan
5. Report as required to all stakeholders with respect to matters pertaining to the national body RDAA.	Fulfil any reporting obligations required by the Association or RDAA, such as annual surveys and rider and volunteer registrations.

<p>6. Establish a framework for formulating policies, and develop Policies and Procedures, as required by legislation.</p> <p>Retain sole responsibility for formulating all Policies and Procedures throughout the Association and its centres.</p>	<p>Raise awareness of, and promote, RDAA and RDA SA Policies and Procedures.</p> <p>Acknowledge and adhere to all RDA SA and RDAA Policies and Procedures.</p> <p>Liaise with the Association to draft and implement local administrative rules that do not contravene or contradict RDA policies. Centre committees are not permitted or implement policies applicable to their own centre.</p>
<p>7. Ensure all statutory reporting as required by legislation is performed in a timely and effective manner</p>	<p>Enable RDA SA to meet its obligations by providing all necessary data and information to RDA within agreed time frames.</p> <p>Maintain mandatory reporting principles.</p>
<p>8. Manage financial obligations of the Association, including the facilitation and maintenance of suitable accounting software on behalf of all Centres.</p>	<p>Manage and comply with all financial obligations of a Centre to the Association, including ongoing data entry into the accounting software provided by the Association.</p> <p>Provide all financial records to the Association as necessary to meet annual audits, and at other times as may be requested by the Association.</p>
<p>9. Represent and promote Riding for the Disabled as a sport to Government at both State and Local Government levels, including:</p> <ul style="list-style-type: none"> • Government Departments • Government Ministers • Members of Parliament • Statewide media • Statewide sponsors • All RDA SA stakeholders <ul style="list-style-type: none"> ○ Members ○ Riders ○ Volunteers • Public 	<p>Manage local relationships as needed, e.g.;</p> <ul style="list-style-type: none"> • Councils • Elected Members of Parliament and Local Government • Local media • Sponsors • Service Clubs • Donors • Volunteers • Riders and their families • Public
<p>10. Undertake and manage statewide marketing, sponsorship and fundraising in accordance with RDAA brand management policies and principles.</p>	<p>Support statewide marketing and fundraising in accordance with RDAA and RDA SA Policies.</p> <p>Undertake local fundraising under RDA SA guidelines and utilising RDA SA branding as appropriate.</p>

<p>11. Establish, publicise and maintain consistent recordkeeping and communication systems to be used by all centres including maintenance of appropriate databases relating to:</p> <ul style="list-style-type: none"> • assets held by centres; • riders; • members; • volunteers; • horses; • external stakeholders; and, • any other information as may be required to manage the Association in a fit and proper manner. 	<p>Convey to the Association, in a timely manner and in keeping with Policies, all information in relation to:</p> <ul style="list-style-type: none"> • asset acquisition; • rider numbers; • rider registrations; • volunteer registration and participation; • horses owned or leased by the Association; and, • any other information as may be reasonably requested.
<p>12. Support centres or prospective centres throughout the process of identifying suitable properties from which an RDA service may operate.</p> <p>To act as the legal entity for any such properties owned by or leased by RDA SA, and ensure all property titles and leases are held in the Association's name.</p>	<p>Identify potential sites from which an RDA service may operate. Undertake preliminary negotiations with owners of potential sites.</p> <p>Prepare a business plan for the creation of a service at a new site to ensure it is financially viable and a necessary service for the region, with adequate volunteer support to ensure the service can be maintained.</p> <p>Upon receipt of approval from RDA SA of such a business plan, enter into preliminary negotiations with owners of sites selected in conjunction with the Association.</p> <p>Manage the site and maintain it in good condition on behalf of RDA SA in accordance with lease terms and those specified under RDA accreditation.</p>
<p>13. Maintain open and regular communications with centres.</p>	<p>Maintain open and regular communications with the Association through providing copies of all meeting minutes, newsletters and other materials (e.g. newspaper cuttings and publicity items) in a timely manner.</p>
<p>14. Oversee and acquit project-based funding for all Centres.</p>	<p>Assess Centre needs, prioritise projects and ensure applications for grants are warranted and planned in accordance with the Centre and State Strategic Plans.</p> <p>Notify State Office of all planned and submitted grant applications.</p> <p>Notify State Office of all successful grant applications, including amount, terms of agreement and acquittal timelines.</p> <p>Ensure grants are acquitted in accordance to the terms under which they were provided.</p>

<p>15. Develop and maintain all requisite policies to ensure that the Association is at all times able to sustain appropriate OHS&W accreditation.</p>	<p>Adhere to RDA accreditation standards for running centres.</p> <p>Operate so as to minimise risk to riders and volunteers.</p> <p>Operate in accordance with Occupational Health and Safety procedures as outlined in Policies and Procedures.</p> <p>Implement Workplace Health and Safety practices, including regular risk management assessments.</p>
<p>16. Develop, organise, publicise and present professional development and education programs for staff, coaches, officials and volunteers at centres and at state level.</p>	<p>Support coach training and other professional development.</p> <p>Conduct regular volunteer training sessions (recommended at least two annually). Deliver RDA's volunteer induction program to all new volunteers.</p>
<p>17. Ensure a statewide insurance scheme covering the entire organisation is in place at all times which will adequately and appropriately insure all participants (e.g. volunteers, riders, members, visitors).</p>	<p>Advise RDA SA promptly of all new riders' and volunteers' details to ensure they are insured whilst undertaking RDA activities.</p>
<p>18. Further the development of rider skills in all areas including operating appropriate level competitions and facilitating the inclusion of individual riders in state and national development squads and competitions.</p>	<p>Encourage and help riders to develop their own riding skills to the best of their individual abilities.</p> <p>Encourage and assist riders wishing to participate in local and state-wide RDA competitions, and in integrated activities with external organisations, such as Pony Club, Equestrian Australia, and Special Olympics.</p>

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