

# Driver Training and Education Pty Ltd

(ABN 43 077 289 813) trading as RAC DTEC

## Venue Hire Terms and Conditions

The following Conditions apply to the hire of the RAC DTEC facility ("Centre") between Driver Training and Education Pty Ltd trading as RAC DTEC (ACN 077 289 813) ("RAC") and the Hirer listed on page 2 of these Conditions. Upon execution of these Conditions by the Hirer, an agreement ("Agreement") is formed between the parties.

### 1. Booking terms

- 1.1 A venue hire deposit ("Deposit") of 50% of the total hire fee ("Fee") is required to secure a booking at the Centre for a function or event ("Event"). Bookings are only confirmed when payment of the Deposit is received together with a signed copy of these Conditions. Full payment is required at least 10 Business Days before the date of the Event and RAC reserves the right to cancel a booking if full payment is not received within the specified timeframe.
- 1.2 In the event of cancellation by the Hirer, the following cancellation fees shall apply:

11 - 30 days prior to the Event (inclusive)	50% of Deposit
10 days or less prior to the Event	100% of Deposit.
- 1.3 Cancellations or booking changes must be made in writing. Changes to bookings incur a \$25 administration fee.

### 2. Terms of hire

- 2.1 RAC grants the Hirer a non-exclusive licence to use and occupy the Centre for the Event subject to these Conditions. In addition, the Hirer may set up and pack up equipment required for the Event during the timeframe specified on page 2 of these Conditions ("Booking Timeframe") in accordance with these Conditions.  
**The following clause 2.2 applies only if the Hirer is controlling driving activities itself at the Centre.**
- 2.2 **Control of facilities:** If the parties have agreed that control of the Centre's driving facilities and/or any vehicles (whether belonging to RAC or otherwise) and/or equipment ("Facilities") is to be undertaken by the Hirer, the Hirer shall be responsible for all aspects of health and safety for, or in connection with, the use of the Facilities including:
  - 2.2.1 controlling and managing the use of the Facilities;
  - 2.2.2 use of the Facilities safely, without risks to the health and safety of any person;
  - 2.2.3 managing all safety hazards and risks, including undertaking a complete review and assessment of any hazards and risks associated with use of the Facilities and identifying and implementing appropriate measures to control all such hazards and risks prior to, and during, use; and
  - 2.2.4 compliance with all federal and state legislation applicable to the Hirer's use of the Facilities.
- 2.3 Notwithstanding the applicability or otherwise of clause 2.2 above, the Hirer shall, and shall ensure its agents, servants and invitees shall, comply with the following safety procedures at all times:
  - 2.3.1 seat belts must be worn while in a vehicle;
  - 2.3.2 drivers must not drive off sealed surfaces unless specifically permitted by RAC;
  - 2.3.3 vehicle windows must be fully up or fully down, not otherwise;
  - 2.3.4 there must not be any loose objects in vehicles;
  - 2.3.5 all vehicles provided by the Hirer must be appropriately licensed; and
  - 2.3.6 all drivers hold full drivers licenses with appropriate class endorsements required to legally undertake the activities proposed by the Hirer at the Event.
- 2.4 The Hirer must not: (i) permit any illegal act or any act that is likely to damage RAC's reputation or goodwill to be performed in or around the Centre; and (ii) engage a competitor of RAC to perform any services at the Centre in connection with the Event.
- 2.5 **Hours of hire:** The Hirer may hire the Centre during RAC's standard business hours of 8.00am and 5.00pm Monday to Sunday excluding Western Australian public holidays or, if the parties agree, the Hirer may hire the Centre outside of standard business hours for an additional fee of \$100 per hour.
- 2.6 **Set up and pack up:** Any set up or pack up time required for major events outside normal business hours will be charged at \$100 per

hour. This charge includes the provision of an Events Coordinator to facilitate set up or pack up.

- 2.7 **Deliveries:** The delivery of goods or equipment to the Centre before the Event, but during the Booking Timeframe, must be arranged with the Centre Event Manager prior to delivery. Whilst reasonable care will be taken, RAC accepts no liability for any loss or damage to goods or equipment of the Hirer or the personal belongings of the Hirer's invitees. All equipment must be removed from the Centre by the Hirer before the conclusion of the Booking Timeframe.
- 2.8 **Forklift hire:** The Hirer may hire a forklift from RAC for use in setting up or dismantling for a charge of \$75 per hour. If the Hirer supplies its own qualified operator, a copy of a current forklift licence must be provided to the Centre Events Manager before use of the Centre. The Hirer may request provision of a driver from RAC for an additional charge of \$75 per hour provided the Hirer requests the same at least 2 business days prior to the Event.
- 2.9 **Drugs & alcohol:**
  - 2.9.2 Alcohol may be served at the Event after all driving activities have concluded at the Centre, provided (i) the prior written consent of the Centre Event Manager has been obtained; (ii) alcohol is only supplied and served by a suitably licensed caterer; and (iii) vehicles may not be driven or otherwise operated at the Centre after the service of alcohol has commenced.
  - 2.9.3 Vehicles may not be driven by individuals under the influence of alcohol or drugs. No alcohol may be consumed by individuals under the age of 18 at any time while at the Centre.
- 2.10 **The location of safety equipment at the centre:** The Hirer acknowledges it has been made aware, and shall make its invitees aware, of the location of safety equipment at the Centre by receipt of the Centre's Safe Start Information.
- 2.11 **Driving:** If the parties have agreed the Hirer will not control the Centre's Facilities, all drivers must sign RAC's participant registration and disclaimer form before participating in any driving activity. RAC may refuse any individual access to a vehicle or the Centre training areas for any reason including but not limited to non-receipt of a signed participant registration and disclaimer form.
- 2.12 If RAC becomes aware of any activity it considers inappropriate, illegal or likely to damage the reputation or goodwill of RAC (including but not limited to dangerous driving) RAC may terminate the Hirer's use of the Facilities immediately and at its sole discretion. All driving on the road circuit must be conducted in an anticlockwise direction.
- 2.13 **Passengers:** Passengers are not permitted in vehicles at the Centre unless (i) they are under the instruction of a qualified driving instructor; and (ii) if the Hirer is controlling use of the Facilities, the Hirer's insurance certificate of currency expressly insures the Hirer for passenger attendance in vehicles used at the Event; and (iii) if the Hirer is not controlling use of the Facilities, all passengers have signed the RAC's participant registration and disclaimer form.
- 2.14 **Spectators:** Individuals (including spectators) must remain behind the safety fence on the enclosed grassed area at all times. Photographers must be located in approved safe locations wearing a high visibility vest.
- 2.15 **Refueling:** Any refueling must be conducted off the grassed and bitumen areas. The Hirer acknowledges it has been made aware of dedicated concrete slabs for refueling.
- 2.16 **Water tank:** A water tank is available for hire provided consent has been obtained from the Centre Event Manager prior to the Event. Vehicles utilising a water tank must be fitted with a tow bar. A charge of \$100 per day shall apply for hire of a water tank.
- 2.17 **Non smoking areas:** Smoking is only permitted at the Centre within designated smoking areas. Smoking is prohibited at the Centre in all other areas.

# RAC DTEC Venue Hire Terms and Conditions

- 2.18 **Catering:** Catering is available from RAC through its preferred suppliers. If the Hirer wishes to use its own service provider, the prior written consent of the Centre Event Manager must be obtained. All food serving areas must be adequately protected from spillages and food stains.
- 2.19 **Tea/coffee:** A charge of \$50 will apply to Events with more than 40 attendees that are not fully catered, for use of the Centre's tea and coffee facilities.
- 2.20 **Cleaning:** The Hirer shall be responsible for all rubbish being disposed of in the bins provided. A cleaning charge will be incurred at the sole discretion of RAC if all areas are not left clean and tidy.
- 2.21 **Toilets:** The Centre provides toilets for Events of up to 100 attendees. The Hirer shall be responsible for the provision of additional toilets for groups over 100 attendees per day.
- 2.22 **Disputes:** If a dispute arises between the Hirer and RAC, the Hirer must advise RAC in writing as soon as practicable. The parties shall act in good faith to resolve the dispute within 5 business days. Failure to resolve a dispute shall not prejudice the rights of either party.
- 2.23 **Risk management:** If an Event has more than 300 attendees, the Hirer must prepare a Risk Management Plan in accordance with AS/NZS ISO 31000:2009 Risk Management and submit the Plan to RAC at least 3 business days before the Event. If the Risk Management Plan requires the presence of security personnel during the Event, the Hirer must engage a licensed security contractor at its cost.
- 3. Liability and insurance**
- 3.1 The Hirer indemnifies RAC from and against all claims, actions, demands, costs, losses, damages or expenses arising from or relating to any:
- 3.1.1 breach of this Agreement; and
- 3.1.2 without prejudice to clause 3.1.1, accident, loss, damage or injury (including psychological injury) to any persons or property (including but not limited to damage to the Centre, road surfaces in and around the Centre, the track and barriers) by reason of any act, default, omission, breach of duty (whether statutory or otherwise) on the part, or at the direction, of the Hirer or any of its agents, servants, contractors, sub-contractors, consultants or invitees, and whether in negligence or otherwise.
- 3.2 The Hirer, its agents, servants, contractors, sub-contractors, consultants and invitees will not, without express written authority from RAC in advance, do or suffer to be done anything in the Centre which would render any policy of insurance on the Centre or its facilities to become void or voidable in whole or in part.
- 3.3 The Hirer shall take out and maintain at all times while using the Centre, public liability insurance which shall provide cover in respect of each and every claim arising from any one occurrence for an amount of not less than ten million dollars (\$10 million). The Hirer must provide a current certificate of currency to RAC within 3 business days of the Event. Failure to furnish a copy of the Hirer's public liability insurance policy shall constitute a fundamental breach of these Conditions giving RAC the right to terminate this Agreement (and cancel any booking) without notice.

## 4. Miscellaneous

- 4.1 This Agreement may be terminated at any time by either party if the other party breaches any of its term or conditions and fails to remedy such breach within three business days of written notice by the other party. Upon termination by RAC, the Hirer forfeits the Deposit in accordance with the terms of clause 1.2 above.
- 4.2 This Agreement comprises the entire agreement between the RAC and the Hirer with respect to its subject matter and supersedes all prior agreements, representations, warranties or arrangements with respect to the subject matter of this Agreement.
- 4.3 If any clause in this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining clauses of this Agreement shall not in any way be affected or impaired.
- 4.4 This Agreement shall be governed by the laws of Western Australia.

I have read and agree to the above conditions and confirm i am authorised to bind the hirer:

The hirer will control use of the facilities (including vehicles)

Yes  No

If the hirer will control use of the facilities the person attending who shall be responsible for the hirer's activities is:

\_\_\_\_\_

Company or entity name ("hirer"):

\_\_\_\_\_

Name

Date

\_\_\_\_\_

 Please return a signed copy of this form including a copy of your public liability insurance with the required deposit for venue hire to the centre event manager to confirm booking

Event date and time:

Event type:

Booking timeframe:

fee:

Booking reference: