

STATE MOTORCYCLE SPORTS COMPLEX

STRATH CREEK ROAD BROADFORD AUSTRALIA

GENERAL CONDITIONS OF HIRE

1: Applicable from July 2007 these conditions apply to each organisation [hereafter described as the Hirer] hiring or using The State Motorcycle Sports Complex for events. Failure to comply with any of these conditions may result in immediate cancellation of hire or refusal of future hire. At all times officials of Motorcycling Victoria [hereafter referred to as the owner] shall be granted access to all parts of the complex during hire or other periods.

2: Circuit Name - By accepting these terms, the hirer and the contractors to the hirer agree to use the words State Motorcycle Sports Complex when referring to the site.

3: The State Motorcycle Sports Complex and its facilities shall only be used for activities that are permissible under the planning permit issued by the Mitchell Shire District Council.

4: The hirer must indemnify the owners against any claims or actions arising from use of the circuit or facilities by the hirer.

5: The hirer is required to have and prior to confirmation produce a certificate of currency and a copy of the policy for, General and Public Liability Insurance of twenty million dollars as a minimum. Interested parties must be nominated as Motorcycling Australia, Motorcycling Victoria, State Motorcycle Sports Complex, 260 Strath Creek Road, Broadford, Victoria 3658, Australia. This must be completed at least 30 days prior to the first day of hire and in subsequent years when the policy is renewed.

6: The hirer shall at all times ensure that the obligations as hirer under the Occupational Health and Safety Act 2004 and amendments are fully satisfied.

7: The hirer shall ensure that the public's safety and access to and enjoyment of the facility is not jeopardised not with standing that a charge may be levied for access.

8: The hirer shall be responsible for providing adequate security in order to allow visitors, spectators and other users of the premises full enjoyment of and safety in the complex.

9: The hirer or an owner's official may refuse admission to, or may remove from the complex any person who is disorderly, disreputable, intoxicated, offensive or who knowingly acts contrary to any of the owner's rules, or damages or destroys property, or fails or refuses to comply with any lawful request of the owner's representatives or officials.

10: The hirer is responsible for the behaviour of all users of the complex during the period of hire.

11: No alcohol may be consumed by the hirer or any of the hirers associates or visitors during the period of hire unless in the licensed area. No alcohol may be brought into the complex for sale by the hirer.

12: The hirer must ensure that the organisers of social functions at the complex, at which liquor is served, comply with the provisions of the Liquor Control Act 1975 and amendments, and the relevant Local Body requirements governing such activities.

13: The lighting of fires is prohibited. Gas BBQs are permitted when not banned by the local fire authorities, as long as normal safety precautions are taken.
BBQ or cooking is not permitted in the pit sheds and sealed areas, or in enclosed buildings.

14: The State Motorcycle Sports Complex shall not be sub-let and there shall be no transfer of hire to other organisations or individuals during the period of hire.

15: The hirer may only use the complex within the times agreed on the hire form.

16: The hirer must comply with the Mitchell Shire Council Noise Level Management Scheme for the complex [95dba]. The hirer must monitor noise levels during the period of hire to ensure no machine or vehicle or other noise exceeds the permitted levels.

17: All Motor sport events held at the complex are to be sanctioned by the Sport's governing body (ies), and run under the appropriate rules. The owner reserves the right to ascertain compliance with this condition.

18: The hirer may be required by the owner to submit a written programme of the intended event, names of officials and other organisational details prior to consent being granted.

19: All commercial and event hires shall have a Safety Plan appropriate to the purpose of the hire which complies with all statutory and government requirements, incorporating details of safety equipment, identification of potential hazards and operating procedures. The plan shall be produced if requested by the owner.

20: The hirer must at all times put the control of the event and the safety of the participants at a high priority.

21: The hirer must ensure that the person in charge is suitably qualified, with good organisational and communication skills; has experience in organising and controlling groups of people and events and has sufficient qualified helpers who have been briefed on the tasks they are required to perform at the event.

22: The hirer must ensure that at least two qualified medical persons are in attendance. Sufficient fire extinguishers, as per the safety plan, are on hand during any event.

23: The hirer must ensure that all competitive circuit users wear suitable safety equipment. [eg Helmet, gloves, leathers/overalls and proper footwear].

24: The hirer must ensure that all machines/vehicles using the circuits/tracks are of a standard suitable for the purpose. Machines/vehicles in competitions must pass any pre-event check required by the event rules.

25: The hirer's entry form must contain a suitable statement indemnifying Motorcycling Victoria as circuit/track owners, from all claims and responsibility during the period of hire.

26: The hirer must submit a full report to Motorcycling Victoria if there is a major incident, injury or fatality at the complex during the period of hire.

27: The hirer must ensure that no children under 16 years are permitted in pit lane and that nobody stands or sits on top of the pit wall.

28: The speed limit as posted at the entry gate to the complex and 15kph in pit paddock areas is to be strictly observed.

29: Smoking is only permitted in the designated areas. These are around the podium areas and the

infield spectator area. The interior of all buildings including the Media rooms, pit office, medical rooms are smoke free areas. There is to be no smoking within the pit area, pit lane or 10 metres of fuel storage or re-fuelling operations.

30: The hirer is responsible for any damage or loss caused during the period of hire. Any damage must be reported immediately to the owner's representative who will assess the situation and authorise subsequent repairs. All damage or loss costs are the hirer's expense, and must be to a standard set by the owners.

31: The hirer must leave the complex and facilities in a clean and tidy condition, or be liable for a cleaning charge of not less than \$500. Prior arrangements can be made with the owners for rubbish disposal at an extra cost over and above the hire charge.

The hirer shall not mark the circuit or pit area with any permanent materials such as paint. Chalk may be used. Any breach of this condition will cost the hirer not less than \$500.

Burn outs are prohibited at this complex - 'Track Bite' and similar grip solutions are also prohibited.

32: The hirer must not erect any hoardings or advertising matter of any description without the written consent of the owners. Any approved hoarding or advertising matter must not be placed so as to be visible from outside the complex.

33: No building, improvements, fences or other structures shall be erected, nor shall alterations or additions or removal be carried out to any existing building, improvement, fence or structure without the prior written consent of the owners.

34: The hirer must ensure that all permanent advertising at the complex remains unobstructed during the hire period.

35: All gates and buildings are to be locked on completion of the day's activities. All lights should be switched off if used during the hire period.

36: No person shall stay overnight at the complex without the prior consent of the owners.

37: For major events the owners may require the presence of Motorcycle Victoria's employees to assist the hirer relating to the efficient operation of the facilities supplied by the owners. A fee will be charged for this service and this will be negotiated with the hirer prior to the event.

38: All catering and merchandise rights to be retained by Motorcycling Victoria unless other wise agreed in writing.

39: Various controls are applied by fire authorities during the year. This will be discussed at the time of booking.

40: No animals [guide dogs accepted] are allowed to be taken into the property.