

MANFEILD VENUE HIRE TERMS AND CONDITIONS

ACCEPTANCE of Manfeild Venue Hire Terms and Conditions	
By signing this agreement and initialling each page, the Parties accept and agree that these Manfeild Venue Hire Terms and Conditions, will apply to the Hirer's hire of the Venue until 31 December 2020	
HIRER	MANFEILD PARK TRUST
Dated: / /	Dated: / /
Signature for Hirer: <i>(authorised officer)</i>	Signature for Venue Operator: <i>(authorised officer)</i>
Name:	Name:
Position Held:	Position Held:
Hirer Address:	
Hirer phone: Work:	
Mobile:	
Hirer email:	

The Venue Operator and the Hirer agree as follows:

1. DEFINITIONS/INTERPRETATION

1.1 Unless the context otherwise requires:

“**Agreement**” means the Agreement reached between the Hirer and the Venue Operator on acceptance of the Provisional Booking Sheet and the terms and conditions and any schedules of which are contained in this document. The agreement also includes the specifics of which are recorded in each Booking Sheet and any standing contracts with the Hirer;

“**the Areas**” means those areas owned by the Venue Operator and known as “Manfeild” or any area surrounding or adjacent to Manfeild to be hired or used by the Hirer either exclusively or in common with others, as detailed in the Booking Sheet;

“**Booking Sheet**” means that part of the Agreement referred to as ‘Booking Sheet’, which contains the confirmed detail for each hire of the Venue for an Event;

“**Booking Value**” means the fee to be paid by the Hirer to hire the Venue and includes any services the Venue Operator will provide to the Hirer, as detailed on the Booking Sheet;

“**Bond**” means the bond payment (if any) detailed in the Booking Sheet required by the Venue Operator in terms of clause 5 of the Terms and Conditions;

“**Deposit Invoice**” means the non-refundable payment to be made by the Hirer as part of the Booking Value;

“**Event**” means the event for which the Venue is hired as described in the Booking Sheet;

“**Manfeild Venue Hire Booking Policy**” means the current venue hire booking policy as updated by the Venue Operator from time to time;

“**Hire Period**” means that period during which the Hirer will hire the Venue as specified in the Booking Sheet from the Commencement Date to the End Date;

“**Hirer**” means the person named as Hirer in the Agreement and also referred to as “you” in these Terms and Conditions;

“**Other Charges**” means the charges payable by the Hirer in addition to the Booking Value;

“**Pit Area**” means the area south of the fence line separating the carpark from the circuit

“**Provisional Booking Sheet**” means that part of the Agreement referred to as ‘Provisional Booking Sheet’, the initial quote outlining the detail for each hire of the Venue for an Event;

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“**Services**” may include those technical, security, supply of equipment, parking, ticketing and other services (if any) to be provided by the Venue Operator as detailed in the Booking Sheet or as otherwise agreed between the Parties;

“**Terms and Conditions**” means these Terms and Conditions;

“**Ticketing System**” means a system for selling tickets for an Event or otherwise offering entry to an Event, either to the general public or a selected group of persons;

“**the Venue**” means Manfeild and includes the Areas owned by the Venue Operator;

“**Venue Operator**” means Manfeild Park Trust, the legal owner of the Venue. It is also referred to as ‘we’ and ‘us’ in these Terms and Conditions;

“**Working Day**” means any day other than a Saturday, Sunday or a public holiday applying in the Manawatu Region.

2. THE EVENT AND HIRE OF THE VENUE

- 2.1. **Event Description:** By confirming the Provisional Booking Sheet the Hirer warrants and agrees that the Event is accurately described.
- 2.2. **Hire of Venue:** The Venue Operator agrees to allow the Hirer to use the Venue for the Event during the Hire Period in accordance with the terms of this Agreement.
- 2.3. **Performance Standard:** The Hirer warrants and agrees that the Venue will not be used for any performance or activity that is of an objectionable nature, is in breach of reasonable standards of public decency or is likely to create a nuisance (see also clause 8). If there is any likelihood of objectionable performance or activity of any kind in the Event, then the Hirer must disclose this to the Venue Operator prior to signing the Booking Sheet or as soon as practicable after becoming aware of this and ensure that this is clear in all marketing and promotional material.

3. BOOKING CONFIRMATION AND POLICY

- 3.1. **Confirmation:** On signing these Terms and Conditions the Hirer may hire the Venue however no booking for hire of the Venue is confirmed until the Hirer has signed the Provisional Booking Sheet. A tentative booking may be subject to challenge by other prospective hirers, in accordance with the Manfeild Venue Hire Booking Policy, until it is confirmed. Where a Hirer fails to confirm a booking and if another person wishes to hire the Venue for the Hire Period or any part thereof, then the Manfeild Venue Hire Booking Policy will apply.

4. BOOKING VALUE

- 4.1. The Booking Value means the amount payable under this Agreement and includes:
 - 4.1.1. any amounts agreed by the Parties in writing in the Booking Sheet; and
 - 4.1.2. any estimated amounts for services.
- 4.2. The Booking Value may increase beyond the amount agreed to in the Booking Sheet as a result of any services provided by the Venue Operator exceeding the costs estimated in the Booking Sheet. The Hirer warrants and agrees to pay any increase in Booking Value so long as the increase is reasonable.
- 4.3. **Deposit Invoice and Payment:** Upon confirmation of a booking in accordance with Clause 3.1, the Venue Operator will issue a Deposit Invoice of up to 50% of the Booking Value. The Deposit Invoice must be paid within 7 working days of the date of issue. The deposit invoice is non-refundable.
- 4.4. **Balance:** The balance of the Booking Value is determined once all estimated costs have been confirmed and is to be paid by the Hirer within 7 days of receipt of final invoice.

5. BOND

- 5.1. **Bond Payment:** The Venue Operator may require a Bond to be paid to ensure the due and proper performance by the Hirer of its obligations under this Agreement. This Bond is in addition to the Booking Value and any other fees or charges payable under this Agreement. The Hirer agrees to pay the Venue Operator a Bond of an amount and on the date specified (if any) in the Agreement.
- 5.2. **Use of Bond Moneys:** The Bond will be held in Trust by the Venue Operator and should the Hirer breach or fail to properly perform the Hirer’s obligations under this Agreement, the Venue Operator may use the Bond to carry out the Hirer’s obligations or remedy any breach of obligation, and the

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Venue Operator may deduct from the Bond any moneys payable to the Venue Operator under this Agreement.

- 5.3. Return of Bond Moneys:** Where the Hirer has properly complied with all its obligations under this Agreement the Venue Operator will refund the Bond into a bank account nominated by the Hirer within 14 days of payment of the Balance of the Booking Value in accordance with Clause 4.4

6. OTHER CHARGES

- 6.1. Additional Charges:** In addition to the Booking Value, the Hirer will be charged for any:
- Damage to the Venue or the Venue Operator's property or theft of any of the Venue Operator's property from the Venue during the Hire Period caused by the Hirer or arising from the Hirer's lack of care or any other breach of these Terms and Conditions. The Hirer may inspect the Venue with the Venue Operator prior to the Commencement Date of the Hire Period to take note of any existing damage and any existing damage will be noted on the Booking Sheet at the request of the Hirer;
 - Extra cleaning, rubbish removal, repair or reinstatement of the Venue that the Venue Operator reasonably considers is required after the Event;
 - Services provided by the Venue Operator in addition to the Services that you require or use or which the Venue Operator considers necessary for the safe and efficient operation of the Event;
 - Hour or part thereof that you continue to occupy the Venue after the End Date of the Hire Period; and
 - Costs, expenses or losses incurred by the Venue Operator as a result of a breach or non-observance of these Terms and Conditions by the Hirer, its employees, contractors, agents or invitees.
- 6.2. Change:** If the Hirer adds to or changes the Booking Sheet during the 7 Working Days before the commencement of the Hire Period, the Hirer may be charged an additional amount to cover the Venue Operator's administrative costs in making this change. Any such administrative cost will be charged in addition to any hire charges and other costs that may apply as a result of the changes the Hirer has made.
- 6.3. Merchandise Service Fee:** If the Hirer wishes to sell any goods at the Venue the Hirer must first obtain the Venue Operator's consent. A merchandise service fee may apply on a case by case basis and is to be determined at the time consent is granted.

7. OVERDUE AND UNPAID AMOUNTS

- 7.1. Payment by Due Date:** The Hirer must pay all invoices when they are payable and where the Hirer fails to pay an invoice due the Venue Operator may cancel the Hirer's booking and this Agreement and reserves the right to refuse any subsequent bookings that the Hirer may request.
- 7.2. Default Interest:** The Venue Operator may charge default interest at the rate of 5% for late payment on all amounts due under this Agreement.
- 7.3. Recovery Costs:** The Venue Operator may recover from the Hirer all costs and expenses (including debt collection fees and legal fees) that the Venue Operator incurs trying to recover any overdue amount from the Hirer which includes an administrative cost of 15% of the overdue amount or \$300.00 (whichever is less).

8. USE AND CARE OF THE VENUE

- 8.1. Restrictive Use:** The Hirer may only use the Venue to hold the Event as described in the Agreement or as amended and approved by the Venue Operator.
- 8.2. Proper Conduct:** During the Hire Period the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, contractors, competitors, invitees, volunteers, ticket and non-ticket holders, and any other person at the Venue as a result of the Hirer's Hire of the Venue, and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behaviour) or in such a manner that is likely to cause

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danger or annoyance to other members of the public and the Venue Operator or damage the reputation of the Venue or the Venue Operator. The Hirer acknowledges that the Venue Operator may reject or refuse admission to any person who fails to behave in accordance with the standards required by this clause, in which case the Hirer indemnifies the Venue Operator to the fullest extent permitted by law for any claims that may be made against the Venue Operator as a result of such action.

8.3. Licenses, Permits, Consents and Authority: The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event. The Hirer will provide copies of these to the Venue Operator at least 7 working days prior to the event. Such documents include supplementary regulations, MNZ/MSNZ Permits and copies of Insurance documents. In addition, the Hirer will obtain the relevant authorisation in relation to use of any third party intellectual property and will not use the Venue for the public performance of any literary, dramatic, musical or other work or entertainment in breach of copyright.

8.4. Compliance with Laws and Venue Operator's Directions: During the Hire Period, the Hirer shall ensure that its employees, contractors and agents comply with all applicable statutes, bylaws and rules of conduct for the Venue and any directions of the Venue Operator and that they do not do or omit to do anything that may cause the Hirer to be in breach of the Hirer's obligations under this Agreement. The Hirer shall also take all steps reasonably required of the Hirer to comply with the requirements of and preserve the continuity of all licenses held in relation to the Venue.

8.5. Reasonable Care Required: During the Hire Period, the Hirer shall ensure that all reasonable care is taken in the use and occupation of the Venue so that, with the exception of fair wear and tear, the Venue will be left in the same condition upon completion of the Hire Period, as it was at the commencement. The Hirer shall not permanently mark, paint, drill or otherwise deface any part of the Venue or make any alteration to the structure, fittings, decorations or furnishings of the Venue, without the prior written consent of the Venue Operator.

8.6. Prohibited Goods / Dangerous Goods/Activities: During the Hire Period the Hirer must ensure that:

- a) Neither the Hirer nor any of its employees, contractors or agents bring to the Venue any firearms, explosives, flammable liquids (excluding fuel that complies with subclause (e)), or other dangerous substances (including fireworks or pyrotechnics) which may cause damage or injury to property or persons, without the prior written consent of the Venue Operator and then only in accordance with the conditions of that consent. Notwithstanding any such consent, the Hirer will indemnify the Venue Operator to the fullest extent permitted by law in respect of any liability or expense it incurs as a result of damage or injury caused as a result of the Hirer bringing such substance or material onto the Venue;
- b) **Gaming:** No lottery, raffle, betting, gambling or game of chance of any kind is conducted at the Venue without the prior written consent of the Venue Operator and then only in accordance with applicable laws and/or conditions of consent;
- c) **Commercial Broadcasting and Recording:** No radio or television broadcast or films, recordings or video tapes or any type of electronic or digital recording of any kind whatsoever are to be finalised by the Hirer, without the prior written consent of the Venue Operator. The Venue Operator may request access to this footage for Venue purposes only.
- d) **Drones:** Drones are not permitted or to be used at the Venue without prior written consent of the Venue Operator.
- e) **Fuel Handling and Storage:** For all circuit Events, the Hirer must comply with the current regulations regarding Fuel Handling and Storage as dictated in the Code of Practice for Motorsport Fuel – Storage and Handling Manual. Copies are obtainable from the Venue Operator or from Motorsport New Zealand's website.
- f) **Venue Fuel Storage:** Fuel storage, in any one garage within the Venue is limited to 40 litres and must be stored in approved and sealed fuel containers. Storage of fuel overnight must only be with the prior consent of the Venue Operator and must be stored in the Venue's fuel storage container. If consent for overnight storage is granted, the Venue Operator will provide the Hirer with a padlock and key to the fuel storage container.

8.7. No Smoking: The Venue has a strict no smoking policy in the designated Pit Area and all indoor facilities. The Hirer must strictly adhere to and enforce this policy and the requirements of the Smoke

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Free Environments Act 1990 and amendments at all times. The Venue has designated outdoor smoking areas for use.

8.8. Electrical Use and Installation: The Hirer will:

- a) Not permit any electrical devices into the Venue unless evidence is provided to the Venue Operator that such device has been inspected by a suitably qualified electrician or trained person and complies with New Zealand standards. Further the Hirer shall not connect any electrical installation or equipment or fitting to the electricity supply of the Venue without obtaining the prior approval of the Venue Operator to such connection or installation and provided always that such installation or connection as approved by the Venue Operator is carried out by a suitably qualified and certificated person as required by current New Zealand electrical standards;
- b) Be liable for any costs or damages that arise out of the use of electrical devices or any electrical installation or connection that has not been approved and inspected in accordance with this Agreement, and to the fullest extent permitted by law the Hirer will indemnify the Venue Operator in respect of any liability or expense incurred as a result of the Hirer failing to comply with clause 8.8.

8.9. Temporary Structures: The Hirer shall not construct or erect any rigging, scaffolding or other temporary structure or suspend any object or thing from the ceiling of any facility without obtaining the prior approval of the Venue Operator. It shall be a condition of any such approval that such work be carried out by a suitably competent or qualified person.

8.10. Repairs and Reinstate: Upon completion of the Hire Period the Hirer shall leave the Venue in the same condition as it was on the Commencement Date of the Hire Period and in a clean and tidy condition. The cost of any repairs, rubbish or tyre removal and additional cleaning required by the Venue Operator to reinstate the Venue to such clean and tidy condition will be charged to the Hirer in addition to the Booking Value and any Other Charges.

8.11. Waste Oil: The Hirer will ensure that the waste oil containers provided throughout the pits, is for the dumping of waste oil only. Oil filters, gloves, rags and oil containers need to be removed from the venue or disposed of in the skip bin located behind the scrutineering shed.

8.12. Tyres: The Hirer will ensure that all used tyres are removed from the Venue. The Booking Value will reflect any removal of tyres that the Venue Operator is responsible for at a rate of \$10.00 per car tyre and \$15.00 per bike tyre.

9. VENUE SETUP

9.1. Set up Requirements: Unless agreed otherwise in the Booking Sheet the parties will formulate and record in writing, within 10 Working Days prior to the commencement of the Hire Period, the Venue set up requirements and responsibilities for the Event, based on the following information:

- a) Event layout
- b) Event programme/timetable including all breaks/catering requirements;
- c) Equipment and Technical requirements;
- d) Equipment being brought to the Venue;
- e) Food and beverage requirements;
- f) Health and Safety Plan; and
- g) All requirements as to the Services to be provided by the Venue Operator.

9.2. Advance Deliveries: Any delivery to the Venue before the Hire Period of equipment or supplies for the Event must be agreed to by the Venue Operator in advance subject to suitable storage availability. Such advance deliveries must be clearly marked for the Event.

9.3. Receipt of Advance Deliveries: Any advance deliveries to the Venue remain at the risk of the Hirer and the Venue Operator holds no liability for loss or damage to any equipment or suppliers, before, during or after the Event. To facilitate advance deliveries to the Venue, the Venue Operator may sign delivery receipt documentation on behalf of the Hirer, provided always that the Venue Operator accepts no liability in relation to the deliveries and the Hirer will fully indemnify the Venue Operator in this regard.

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9.4 Removal/Storage: Unless it is agreed in advance that pack down services will be provided by the Venue Operator, all equipment and supplies relating to the Event must be removed at the end of the Hire Period.

10. SERVICES

10.1. Services Offered: In addition to provision of the Venue, the Venue Operator may provide other Services, through approved providers, on the terms to be agreed between the Parties.

10.2. Services Schedule: Any Services to be provided must be recorded in the Booking Sheet.

10.3. Additional Services: Notwithstanding Clause 10.2, any Services requested by the Hirer (including any agent, employee or contractor of the Hirer) and provided by the Venue Operator and not detailed in the Booking Sheet shall be paid for by the Hirer (whether or not such request was verbal or in writing).

11. TICKETING

Where the Event is marketed to the public with tickets publicly available and the Hirer uses a Ticketing System:

11.1. Ticketing Agent: Unless otherwise agreed between the Parties, all tickets must be printed and sold through a Venue Operator's nominated ticketing agent, at the Hirers cost.

11.2. Ticket sales: Tickets to the Event will not go on sale until the Venue Operator has received these Terms and Conditions signed by the Hirer and confirmed the Provisional Booking Sheet.

11.3. Refund Policy: The Hirer must have a clear, legally compliant refund policy where an Event is cancelled and this policy must be clearly communicated to both the Venue Operator and purchasers of tickets for the Event.

11.4. Ticketing Agent Authorisation: Unless otherwise agreed between the Parties in writing, the Hirer authorises the ticketing agent to deduct from proceeds of any ticket sales for the Event and pay directly to the Venue Operator, any amounts payable by the Hirer to the Venue Operator under this Agreement. Any amounts payable by the Hirer not covered by proceeds of ticket sales will be paid by the Hirer in accordance with this Agreement.

11.5. Venue Operator Access: Any authorised Officer, Trustee or Employee of the Venue Operator shall have access to the Venue at all times (whether or not they have a ticket for access) if they produce a Manfeild Photo Identification Card. Requests and/or directions of any authorised Officer, Trustee or Employee of the Venue Operator must be complied with.

12. CATERING (FOOD AND BEVERAGE)

12.1. No Food or Beverage: Except where otherwise agreed in writing between the Parties, the Hirer must not bring any commercially made food or beverage, whether in small or large quantities, into the Venue except where prior arrangements have been made with the Venue Operator. The Venue Operator and the Venue's Caterer will not be liable in relation to any food that has been brought into the Venue or removed from the Venue.

12.2. Venue Caterer: Any service of food or beverage at the Venue must be provided by the Venue Operator's exclusive Venue Caterer, unless the parties agree otherwise in writing. KR'S Café and Catering have indoor catering rights and Gala Caterers have outdoor catering rights

12.3. Alcohol: If the Hirer wishes to have alcohol available for the Event, the Hirer must advise the Venue Operator at the time of entering into the Booking Sheet and comply with all conditions and requirements of the Venue Caterer's liquor license. If any additional licenses are required, this process will be undertaken by the Venue Caterer at the cost of the Hirer. Please note: Special liquor licences take a minimum of six weeks to be processed.

13. STAFF/APPROVED PROVIDERS

13.1. Approved Providers: The Venue Operator has staff and approved providers that can assist with the running of the Hirer's Event, including event production companies, security personnel, technicians, cleaners and other approved providers. Where the cost of such staff or approved providers is not

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included in the Booking Value then the cost will be an additional charge paid by the Hirer at a rate determined solely by the Venue Operator. A list of approved providers is available on request.

- 13.2. Non-approved Providers:** If the hirer wishes to use a provider who is not a Venue approved provider they must provide evidence that the provider meets the appropriate health and safety requirements as requested by the Venue Operator.

14. PROMOTION AND ADVERTISING

- 14.1. Promotion:** The Hirer will be responsible for all aspects of promotion of the Event, unless agreed otherwise.

- 14.2. Approval:** Unless agreed otherwise between the Parties, the Hirer must provide the Venue Operator with the opportunity to approve all advertising for an Event prior to publication, particularly in relation to sponsor acknowledgement, use of the Venue's name and logo and contact details and the overall look and feel of the advertising.

- 14.3. Sponsors:** The Venue Operator has arrangements with sponsors, including but not limited to naming rights sponsors for parts of the Venue ("Venue Sponsors"). The Venue Operator will inform the Hirer of any Venue Sponsors and any restrictions that may apply during the Hire Period in relation to the Venue as a result of such sponsorship arrangements i.e. nothing should cover or conflict with any existing Venue signage. The Hirer will, prior to the Event, advise the Venue Operator of any sponsors or proposed sponsors for the Event ("Event Sponsors") and obtain the consent of the Venue Operator to such Event Sponsors. The Hirer will not do anything to put the Venue Operator in breach of its obligations to Venue Sponsors.

- 14.4. Flyer advertising:** The Hirer must seek the Venue Operator's permission to distribute flyers onto vehicles parked within the Venue. If in the case of an external party wanting to distribute, the Venue Operator will also seek permission from the Hirer.

15. HEALTH AND SAFETY

- 15.1. Compliance:** The Hirer will comply at all times with the Venue Operator's health and safety policies and procedures and the requirements of the Health and Safety at Work Act 2015 (and any amendments).

- 15.2. Notification:** The Hirer must immediately notify the Venue Operator of any risks to health and safety arising from the Event and shall advise of any risks to health and safety in the workplace which may affect the safety of any persons within the Venue.

- 15.3. Elimination:** The Hirer agrees to take all reasonably practicable steps to ensure risks to health and safety are eliminated or minimised, and it shall have due regard to any risks that may arise in performing its obligations under this Agreement.

- 15.4. The Hirer must:**

- a) Submit to, and fully co-operate with, any safety process required by the Venue Operator and provide all documentation relating to the Hirer's own safety policies and procedures.
- b) Notify the Venue Operator immediately in the event of any incident occurring at the Venue or in relation to this Agreement, where that incident causes any damage to property, personal illness, injury or death. In the event that the incident is deemed to be a notifiable event WorksafeNZ will need to be advised. For more information in regards to what is a notifiable event please visit: <http://www.business.govt.nz/worksafe/notifications-forms/notifiable-events>
- c) Assess all reasonably foreseeable risks to health and safety that may affect the Venue Operator or any third party arising out of or in any way connected with the performance of this Agreement, and provide a copy of such assessments to the Venue Operator upon request, and promptly take all reasonably practicable steps to eliminate or minimise such risks and must notify and co-operate with the Venue Operator accordingly;
- d) fully co-operate with the Venue Operator and any other parties as necessary to ensure that all reasonably foreseeable risks to health and safety are eliminated or minimised; and
- e) take all reasonably practicable steps to ensure that no act or omission is a breach of any duty or obligation of the Hirer under the Health and Safety at Work Act 2015 and associated regulations or any safety requirements as may reasonably be required by the Venue Operator.

15.5. Hirer Responsibility: The Hirer will ensure that everyone working or otherwise at the Venue during the Hire Period acts in accordance with and at all times complies with:

- a) The Venue Operator’s “house rules” and policies and procedures regarding health and safety, including but not limited to evacuation procedures, maximum number of persons at the Venue etc.;
- b) Obligations and duties under the Health and Safety at Work Act 2015 and any amendments or regulations; and
- c) The Venue Operator’s “no smoking policy” and the Hirer’s obligations under the Smoke Free Environments Act 1990 and any amendments or regulations.
- f) associated regulations or any safety requirements as may reasonably be required by the Venue Operator.

15.6. Amusement Devices: Amusement devices include any fairground rides and any other mechanically-powered unit that is used for rider entertainment. Before the Hirer can operate or have a Contractor operate an amusement device at the Venue the following must be obtained:

- a) an engineer’s examination certificate confirming that the device has been examined in accordance with the regulations and can be operated safely;
- b) a certificate of registration through WorkSafe New Zealand; and
- c) and a permit to operate through the Manawatu District Council

16. FIRST AID PROVISION

16.1. Hirer Responsibility: The Hirer will ensure that the required first aid provision is obtained for the Event and complies with the Venue Operator’s requirements as outlined below:

- a) All permitted circuit activity and stadium events are compliant with the National Body Policy;
- b) All non-permitted club and track days on the circuit, must have an ambulance and associated personnel present;
- c) All non-permitted controlled driver training, “hot lap” activity or self-drive experiences must have at least one individual onsite with a Level One First Aid Certificate, providing their own first aid kit and access to calling emergency services;
- d) All other Events to be assessed on a case by case basis and agreed in writing between the Parties.

16.2. Notification: The Hirer will supply the Venue Operator with the relevant certification required or the Venue Operator will supply the Hirer with an Event Booking Enquiry Form for an Exclusive Provider. First Aid Provision is to be organised by the Hirer directly with the Exclusive Provider. The booking needs to be confirmed at least 10 working days ahead of the Event as late application could result in a refusal to assist. The Exclusive Provider will invoice the Hirer directly.

17. NOISE

17.1. Hirer responsibility: The Venue is restricted to activity on the circuit falling into noise categories. The Hirer is therefore restricted in the level of noise permitted at the Venue and as such is responsible for ensuring this is not breached. The Hirer is required to advise the Venue Operator of the true and accurate intended use of the Venue and the Venue Operator will include the details of the levels of noise permitted for the event in each Booking Sheet.

17.2. Noise Resource Consent: The Venue Operator’s Noise Resource Consent governs the noise emissions of the Venue. Circuit activity is governed by the national bodies standards. All non-circuit based events must comply with the Venue’s zone consent.

17.2.1. Listed below are the noise categories and corresponding performance standards for circuit activity. Refer to clause 17.3 for monitoring detail.

Category	Performance Standard	
A	75 dBA L10	90 dBa Lmax
B	65 dBA L10	80 dBA Lmax
C	55 dBA L10	75 dBA Lmax

17.2.2. All vehicles used at the Venue must be fitted with an effective muffler which must remain on the vehicle at all times. Vehicles not complying with noise emissions requirements are to be removed from the circuit until such time as they comply.

17.2.3. The Hirer must not allow competitors to start and run their engines earlier than 8:00am.

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17.2.4. The activity on the circuit is limited to between the hours of 9:00am – 4:30pm, unless by prior arrangement with the Venue Operator and in conjunction with the Venue Operator's Noise Resource Consent.

17.3. Monitoring: Monitoring points are at the circuit boundaries on neighbouring properties. The Venue Operator undertakes independent noise monitoring tests, as guided by the Noise Resource Consent. The Hirer acknowledges that any Event may be monitored and reported on. Testing is carried out by an approved Acoustics Engineer.

17.4. Complaints: Any excessive noise reported or any complaint in relation to noise made to the Venue Operator or the local Council will be investigated and this may affect future hire arrangements to the extent that the Hirer may be prevented from subsequent bookings of the Venue.

18. CANCELLATION

18.1. Cancellation by Hirer: If the Hirer cancels an Event for any reason, the Venue Operator will retain the non-refundable Deposit Invoice **and** unless specified in writing the following cancellation provision will apply:

- a) Where cancellation occurs prior to 10 Working Days of the first day of the Event, the Venue Operator will invoice the Hirer for any costs incurred by the Venue Operator prior to and including such cancellation. The Venue Operator reserves all rights to recover any unpaid invoice including legal fees and costs associated with such recovery.
- b) Where cancellation occurs within 10 Working Days of the first day of the Event 100% of the Booking Value, will be payable by the Hirer. The Venue Operator reserves all rights to recover such moneys including legal fees and costs associated with such recovery.

18.2. Cancellation by Venue Operator: The Venue Operator may cancel an Event at any time if:

- a) The Venue Operator considers that the staging of the Event or the nature of the Event will, or might contravene any statute, order, regulation, rule of law or any other requirement of a public or local authority or otherwise be in breach of reasonable standards of public decency. If the description of the Event provided by the Hirer appears that it will require to be cancelled in accordance with this Clause, the Venue Operator will provide the Hirer with a reasonable opportunity to remedy any issues. If the issues are not able to be remedied within a reasonable time the Venue Operator retains full rights to cancel the Event at any time including while the Event is underway;
- b) It reasonably considers that the management and/or control of the Event by the Hirer is deficient or inadequate and/or the behaviour of the guests or attendees of the Event is such that it would lead to danger or injury to any person or material damage to any property, including the Venue itself;
- c) Where an Event is cancelled by the Venue Operator in accordance with this Clause 18.2a and 18.2c, the same costs will be payable as provided for in Clause 18.1 above.
- d) A major event would be lost otherwise to the Venue Operator.

19. POSTPONEMENT OR REDUCTION IN HIRE PERIOD

19.1. Postponement or reduction in hire period by the Hirer: If for any reason whatsoever the Hirer postpones the date on which the Event is to be held the Venue Operator retains the right to charge the full Booking Value for the Event. If the Hirer alters or reduces the Hire Period, the Venue Operator may at its absolute discretion calculate a prorated Booking Value but retains the right to charge the full Booking Value for the Event.

19.2. Postponement or reduction in hire period by the Venue Operator: The Venue Operator may postpone an Event if it deems reasonably necessary to do so in the interests of safety for example in instances of poor weather. If the Venue Operator postpones an Event under this Clause the Venue Operator will hold no responsibility for any loss incurred by the Hirer but will use its best endeavours to find a suitable alternative date for the Hirer's Event and use its best endeavours to minimise additional cost, although such additional cost will be the sole responsibility of the Hirer.

20. INSURANCE

20.1. Public Liability Insurance: The Hirer must maintain and keep in force during the Hire Period, public liability insurance cover providing indemnity against loss, damage, costs and expenses for which the

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Hirer may become liable under this Agreement. This will be assessed on a case by case basis.

20.2. Policy: The public liability insurance will be with a reputable insurer and on terms acceptable to the Venue Operator and shall have a minimum policy limit of \$2,000,000 (two million dollars) for any one occurrence but be unlimited in aggregate unless agreed otherwise and specified in the Booking Sheet. The Hirer will provide the Venue Operator with proof of public liability cover on signing of these terms and conditions.

21. TERMINATION

21.1. Termination by the Venue Operator: The Venue operator may at any time terminate this Agreement by notice in writing to the Hirer with immediate effect, in any of the following circumstances:

- a) The Hirer is in default in the observance or performance of any of its obligations under this Agreement and such default is not remedied within a reasonable time (as determined by the Venue Operator in its sole discretion taking into account the circumstances) from the date the Venue Operator has notified the default and requested the Hirer to remedy such default;
- b) If the Hirer fails to pay any sum of money payable to the Venue Operator pursuant to this Agreement, on the due date for payment;
- c) If any secured creditor of the Hirer goes into possession of any business or undertaking of the Hirer either by itself or by any agent or any receiver is appointed over any business or undertaking of the Hirer, if the Hirer (being a natural person) has an order of bankruptcy made against him or her, if an application for the liquidation of the Hirer (being a company) is made or if a resolution is passed by the creditors or members of the Hirer (being a corporation) resolving or requiring that the Hirer be put into liquidation;
- d) If the Hirer enters into any arrangement, composition or assignment under the Insolvency Act or becomes unable to pay debts as they fall due.

21.2. Obligations on Termination: Upon termination of this Agreement the Hirer will immediately remove all the Hirer's property, vacate the Venue and immediately deliver to the Venue Operator all property belonging to the Venue Operator. The Hirer will have no entitlement to claim, compensation or damages from the Venue Operator on account of any inconvenience or loss to the Hirer as a result of termination of this Agreement.

21.3. Without Prejudice: Such termination shall be without prejudice to the Venue Operator's right to recover the Booking Value and other money payable by the Hirer under this Agreement and the rights of the Venue Operator in respect of an earlier breach of any of the provisions contained or implied in this Agreement.

22. LIABILITY AND INDEMNITY

22.1. Indemnity: To the fullest extent permitted by law the Hirer indemnifies the Venue Operator from and against all claims, damages, liabilities, costs, fines, levies, penalties, losses and expenses (including legal fees on a solicitor and client basis) however arising out of any breach of the Hirer's obligations under this Agreement or the termination of this Agreement, including without limitation any claim, loss or damage caused or contributed to by the Hirer or any of its employees, contractors, performers, invitees, or agents to the Venue or any property or facilities located or stored at the Venue.

22.2. Hirer's Responsibility: The Hirer must ensure all persons entering the race circuit and infields have signed an indemnity and have their duties outlined in writing. The individual indemnity must also indemnify the Venue, the Venue Operator, as well as the Hirer. The Venue Operator can provide a sample indemnity form on request.

22.3. Hirer's Property: The Hirer acknowledges and agrees that the Venue Operator is not responsible for loss or damage to any of the Hirer's property at the Venue, except where that loss or damage is caused directly by the Venue Operator's negligence.

22.4. Indirect/Consequential Loss: The Venue Operator shall not be liable to the Hirer under contract or tort or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.

22.5. Unless in a situation where insurance held by either the Hirer or the Venue Operator will cover any loss, the extent of the Venue Operator's total aggregate liability to the Hirer under this Agreement for any loss, damage, claim, or expense (whether due to the Venue Operator's negligence or otherwise) is limited to the amount of the Booking Value.

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23. NOTICES

23.1. Form: Any notice under this Agreement between the parties must be made in writing and may be personally delivered, posted, faxed or emailed to the addresses set out in the Agreement or to such other addresses as agreed between the parties.

23.2. Delivery: Notices will be deemed to be given:

- a) Where served personally, upon delivery;
- b) Where served by post, 3 Working Days after posting;
- c) Where served by facsimile or email, upon receipt of the correct facsimile or email receipt confirmation.

24. FORCE MAJEURE

In the event that the Venue Operator or the Hirer is unable to perform or discharge their respective obligations under this Agreement by reason of any fire, flood, earthquake or similar catastrophic event, outbreak of state of emergency, Act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action or epidemic (together "Force Majeure Event") which is beyond the reasonable control of the party affected, then the parties' respective rights and obligations shall be suspended and each of the parties shall be relieved of their respective obligations during the Force Majeure Event, provided always that the dates and times for the Event and Hire Period shall not be varied or extended as a result of such Force Majeure Event, except with the written agreement of both parties. Each Event will be assessed on a case by case basis and the Hirer may still be liable for the full Booking Value.

24.2 Where the Event is cancelled or does not take place in accordance with the Venue Hire Agreement due to a Force Majeure Event that affects:

a) Venue Operator's ability to perform its obligations under this Agreement, then all payments already made by the Hirer will be returned to the Hirer other than where those payments have already been made for the provision of Services that cannot be cancelled. To avoid doubt, if a Force Majeure Event occurs which means the Venue is no longer available for the Hire Period, this will be deemed to be a Force Majeure Event that affects the Venue Operator's ability to perform its obligations.

b) the Hirer's ability to perform the Hirer's obligations under this Agreement, then all payments already made by the Hirer will be retained by Venue Operator and the Hirer will be issued with a credit to use for 12 months from the date of cancellation as a credit for the Hirer to use subject to terms of hire. If the Hirer does not use that credit within those 12 months, then the Hirer will forfeit those payments

24.3. **Liability:** Subject to clause 24.1, the Venue Operator will not be liable for any loss, damage, claim, liability or default due to a Force Majeure Event.

25. SEISMIC ACTIVITY

Notwithstanding clause 24.1 (Force Majeure) of this Agreement, on the occurrence of any seismic activity in Manawatu or its surrounds which has, or is likely to have had an adverse effect on the building integrity of the Venue, (including its facilities and infrastructure) such that access or the safety of the public and/or service providers to the Venue is in doubt (as determined by the Venue Operator in its sole discretion), the Venue Operator shall be entitled to immediately suspend the Agreement and the performance of any and all obligations in terms (without any liability or compensation due to the Hirer) thereof until the Venue Operator has received written confirmation, to its satisfaction, that the Venue is safe and fit for the intended use.

26. INCONSISTENCY

Where these Terms and Conditions and the Booking Sheet are inconsistent, the terms of the Booking Sheet will prevail to the extent of the inconsistency.

27. NO TENANCY RIGHTS

Nothing in this Agreement shall create any tenancy rights in respect of the Venue.

28. NO WAIVER

No waiver or any breach, or failure to enforce any provision of this Agreement at any time by either party shall in any way effect, limit or waive such party's right to enforce and compel strict compliance with the provisions of this Agreement.

29. ENTIRE AGREEMENT

This Agreement, including these terms and conditions, each document, policy or Schedule constitutes the entire Agreement, understanding and arrangement (express or implied) between the parties supersedes all prior and contemporaneous communications and any prior agreements between the parties regarding a subject matter of this Agreement.

30. ASSIGNMENT

The Hirer shall not be entitled to directly or indirectly assign or otherwise dispose of (including by way of subcontract) any of its rights or interests in, or any of its obligations or liabilities under, or in connection with or arising out of this Agreement, except with the prior written consent of the Venue Operator, which consent may be withheld in the Venue Operator's absolute discretion.

31. SEVERABILITY

If at any time any part of this Agreement is held by a court to be unreasonable, illegal, invalid or unenforceable for any reason whatsoever, that term will be enforced to the maximum extent permissible so as to affect the parties' intent, and the remainder of the Agreement will continue in full force and effect.

32. RELATIONSHIP

Nothing contained in this Agreement shall be construed as creating an employer-employee relationship, a partnership, an agency or a joint venture between the parties. Either party shall have authority to make any statements, representations or commitments or to take any action binding the other except as provided in this Agreement or as authorised in writing by the other.

33. COSTS

Each party shall bear its own costs relating to the negotiation and preparation of this Agreement and related documentation and any issue arising out of this Agreement except as where otherwise provided in this Agreement.

34. APPLICABLE LAW

The laws of New Zealand shall govern this Agreement and both parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

35. CONSUMER GUARANTEES ACT

The Hirer acknowledges that the hiring of the Venue is in terms of the Consumer Guarantees Act 1993 a supply for business purposes and as such the provisions of that Act do not apply.

36. GOODS & SERVICES TAX

Where the Venue Operator is obliged to account for goods and services tax ("GST") imposed under the Goods and Services Tax Act 1985 on any goods and services supplied under this Agreement, the Venue Operator will render a GST invoice to the Hirer and the Hirer will be obliged to pay GST in addition to the consideration for those supplies at the same time as that consideration is payable.

37. SURVEILLANCE CAMERAS

The Hirer acknowledges that the Venue Operator has surveillance cameras located throughout the Venue in the interests of safety and security. Surveillance may be collected and held for the legitimate and lawful purposes of the Venue Operator. The Venue Operator will comply with its obligations under the Privacy Act 1993.

38. INDEMNITIES

38.1. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the Venue Operator and the Hirer and survives termination of this Agreement. It is not necessary for the Venue Operator to incur expenses or make payment before enforcing a right of indemnity conferred by this Agreement, except that where an event occurs that may lead to the Venue Operator a right of indemnity conferred by this Agreement the Venue Operator will use its best endeavours to mitigate any damages, costs, loss or expenses incurred by them.

38.2. The Hirer unconditionally and irrevocably undertakes that each indemnity in this Agreement that has been given by the Hirer in favour of the Venue Operator under this Agreement constitute a promises that are for the benefit, and are enforceable at the suit, of the Venue Operator pursuant to the

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Contracts (Privity) Act 1982. Despite this clause, this Agreement may be altered, modified or added to by agreement between the Hirer and the Venue Operator.

39. PERSONAL INFORMATION

Where the Venue Operator collects any personal information in relation to the Hirer, the Hirer authorises the:

- a) Collection of such personal information,
- b) Use of such personal information for the purposes of enabling the Hirer to hire the Venue and the Venue Operator to provide Services, and
- c) disclosure of the personal information to such third parties as is necessary for the purposes of enabling the Venue Operator to administer and manage the hire of the Venue by the Hirer, including but not limited to recovery of any monies owed by the Hirer or costs incurred by the Venue Operator.

40. POST EVENT INFORMATION

The Venue Operator may request post event information including crowd attendance and any commercial footage, this will be used for internal purposes only. The Venue Operator may also request a post event debrief to assist with process improvements and to measure customer satisfaction.

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