

CONDITIONS OF HIRE – CASUAL USERS



These Conditions of Hire apply to use of the Australian Automotive Research Centre located at 445 Gum Flats Road, Wensleydale, Victoria (**AARC Facility**). Users of the AARC Facility (**Visitors**) must sign these Conditions of Hire prior to the commencement of any activities. By doing so, the Visitor agrees with Australian Automotive Research Centre Pty Ltd ACN 005 325 100 (**AARC**) to comply with (and to ensure that all the Visitor's employees, agents, contractors, customers and invitees (**Visitor's Associates**) comply with) the Conditions of Hire.

These Conditions of Hire will apply to the Visitor's use of the AARC Facility for a period of twelve (12) months from the date of signing. After that time if the Visitor wishes to continue to use the AARC Facility the Visitor must sign new Conditions of Hire (but if the Visitor continues to use the AARC Facility without doing so and with the consent of AARC, these Conditions of Hire continue to apply).

**CONFIDENTIALITY
AND PRODUCT
SECURITY**

Every Visitor must maintain the strictest confidentiality concerning the testing of products by any person other than the Visitor at the AARC Facility and must not disclose to any other person any information concerning those products or the testing of them. **No photographic equipment is permitted at the AARC Facility without the permission of the AARC Facility Manager. This includes mobile phones with a camera feature.** Unauthorised photographic equipment must be left at the main office and can be collected on departure.

FEES

The Visitor must pay all fees agreed with or quoted by AARC for the use of the AARC Facility. Fees must be paid within 14 days after the issue of a tax invoice. AARC may charge interest at a rate of 10% per annum (calculated from and including the due date to and including the date of payment and compounding monthly) on all fees which are not paid by the due date. Cancellation fees will be incurred for confirmed bookings, as set out below.

INSURANCE

Visitors must confirm in writing that their own vehicle and general public liability policies adequately cover accidents and damage which might be caused by or to their vehicles, equipment and Visitor's Associates using the AARC Facility. A copy of a Certificate of Insurance is required and must be received prior to using the AARC Facility.

ACCESS

Access to the security compound, test and training facilities and promotional venues is restricted to vehicles and personnel authorised by the AARC Facility Manager. AARC reserves the right to refuse entrance to any person or to require any person to leave the AARC Facility for any reason which AARC, acting reasonably, considers fit (including, but not limited to, failure by that person to comply with these Conditions of Hire).

Visitors must park in the designated area outside the security compound and walk in and check in at the AARC Facility office. All Visitors are to complete the Visitors' Register in the foyer of the Administration building on arrival and sign out when departing.

Visitors may only enter those parts of the AARC Facility authorised by AARC and may only do so at the times permitted by AARC. Visitors must comply with all directions of the AARC Facility Manager.

An authorised person, who is familiar with the AARC Facility Regulations and has completed an orientation program to the AARC Facility, must accompany any person or group on activities not related to normal engineering or training programmes.

Where a group of Visitors and Visitor's Associates are involved, one person may sign them in and be responsible for that group.

REGULATIONS

The Australian Automotive Research Centre Regulations and Safety Instructions (**Regulations**) apply to all activities at the AARC Facility. Visitors must comply with the Regulations. The Regulations are available at www.aarconline.com. The Regulations may be amended from time to time and Visitors should check the current Regulations on each occasion that they use AARC. By signing these Conditions of Hire, Visitors agree and acknowledge that they have reviewed and accepted the current Regulations and will review and accept any amended Regulations which are current at the time of any future use.

LICENCES

Drivers and operators must hold a current licence for the class of vehicle or equipment operated.

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DEMONSTRATIONS A Demonstration is an exhibition of vehicle performance or behaviour within pre-determined safe limits and under controlled conditions.

Demonstrations will be restricted to specific facilities, which will be exclusive to the Visitor organising the Demonstration, for a specific period of time.

All Demonstrations must be agreed with the AARC Facility Manager prior to their commencement, with proper consideration given to ensure that the safety of participants and observers is not compromised.

SAFETY

In addition to the requirements of the Regulations, all traffic must observe the normal requirements of legislation (including, but not limited to, road laws) and road courtesy in regard to seat belts, speed control signs, signals, passing, stopping, parking, traffic lanes, alcohol limits, etc.

Any vehicle or equipment to be operated within the AARC Facility must be safe and roadworthy in every aspect, with special attention paid to lights, brakes, signals, steering systems and tyres.

Windshields, lights, mirrors and rear windows must be clean at all times.

Alcohol is not permitted at the AARC Facility and drivers must not be under the influence of drugs or intoxicants or drive while fatigued or while subject to a physical incapacity which renders that person unfit to drive safely.

Vehicles' ballast or instrumentation must be adequately secured to prevent secondary injury in the event of an accident. If observation by people outside the test vehicle is unavoidable, the observers must be positioned away from potentially dangerous areas in the event of equipment failure or driver error.

VISITORS TO OCCUPY AT OWN RISK

All Visitors shall occupy and use the AARC Facility at the risk of the Visitor and the Visitor releases to the full extent permitted by law AARC and AARC's related companies and its and their officers and employees (**AARC Associates**) from all claims and demands of every kind resulting from any accident damage death injury or loss occurring at the AARC Facility (other than those caused by the negligence of AARC or an AARC Associate). AARC and AARC's Associates shall have no responsibility or liability for any accident, damage, death, injury or loss suffered by the Visitor or the Visitor's Associates (whether in relation to the Visitor's or Visitors' Associates' person or property or profits or business conducted by the Visitor or the Visitor's Associates) as a result of any negligence, accident, breakage, leakage, defect, omission or event in the AARC Facility (other than to the extent caused by the negligence of AARC or an AARC Associate).

CANCELLATION FEES

In the event of a confirmed booking being cancelled with insufficient notice, the following schedule, which represents a reasonable basis for calculating the amount which the Licensor should be paid (as a pre-estimate of loss rather than a penalty) to compensate the **AARC Facility** for the cancellation of a confirmed booking,

AARC cancellation fees

Period of notice of cancellation prior to event	% Charge of total price Exclusive	% Charge of total price Shared
Less than 14 days	80	50
15 – 59 days	50	30
60 days or more	20	12

VISITOR INDEMNITIES

The Visitor shall keep AARC and AARC's Associates indemnified at all times from and against all actions claims demands loss damage costs and expenses incurred by AARC or AARC's Associates or for which AARC or AARC's Associates may be or become liable in respect of or arising from loss, damage or injury from any cause whatsoever to the AARC Facility or to any property or person within or outside the AARC Facility to the extent caused or contributed to by:

- (a) the use of the AARC Facility by the Visitor or the Visitor's Associates; or
- (b) any wrongful or negligent act or omission of the Visitor or the Visitors' Associates; or
- (c) breach of these Terms and Conditions or the Regulations by the Visitor or the Visitor's Associates.

Signature of the Visitor or Visitor's authorised agent:.....

Printed name and title of signatory:.....

Name of Visitor (Company name or Visitor name if an individual):.....

Date.....

Witness.....