



POWERBUILT RACEWAY **GENERAL CONDITIONS OF HIRE**

1. Applicable from **1 January 2005**, these conditions apply to each organisation (hereafter referred to as the Hirer) hiring or using Powerbuilt Raceway 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 the Canterbury Car Club Inc. (hereafter referred to as the "Club") shall be granted access to all parts of the Park, 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 "Powerbuilt Raceway" when referencing the circuit. If the general land area which Powerbuilt Raceway is to be referenced in any way, this must be referred to as "Powerbuilt Raceway at Ruapuna Park" each time it is referenced. Following a six month period of grace from 1 January 2005, a penalty will be due to the Canterbury Car Club from the hirer for any incorrect usage of the name. The penalties to be applied will be \$2,000 for incorrect usage on television and \$500 for all other media (eg: radio advertisements, newspapers, posters, programmes, tickets).
Repeated failure to comply with any of these conditions may result in immediate cancellation of hire or refusal of future hire
3. The hirer must signify their complete understanding of these conditions of hire and their undertaking to comply with them, prior to the use of the facility.
4. The Powerbuilt Raceway and Ruapuna Park facility shall only be used for the purpose of Motorsport and all associated activities including, but not limited to driver education and motor vehicle testing. At no time shall the hirer do anything to contravene the terms and conditions of, or endanger, the Club's "FIA International Grade III Circuit Licence".
5. The hirer must indemnify the Club and the Christchurch City Council against any claims or actions arising from use of the circuit or facilities by the hirer.
6. The hirer is required to have and to produce if requested, General and Public Liability insurance of five million dollars, as a minimum.
7. The Hirer shall at all times ensure that their obligations as Hirer under the Health and Safety in Employment Amendment Act 2002 and amendments are fully satisfied.
8. The Hirer shall ensure that the public's safety and access to and enjoyment of the facility is not jeopardised notwithstanding that a charge may be levied for access.
9. 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 Park.
10. The Hirer or a Club official may refuse admission to, or may remove from the Park any person who is disorderly, disreputable, intoxicated, indecent, offensive, unclean, not decently attired, or who knowingly acts contrary to any of the Club's rules, or damages or destroys property, or fails or refuses to comply with any lawful request of the Club's representatives or officials.
11. The Hirer is responsible for the behaviour of all users of the Park during the period of hire.

12. No alcohol may be consumed by the Hirer or any of the Hirers associates or visitors during the period of the hire unless in the licensed area. No alcohol may be brought into the Park for sale by the Hirer.
13. The Hirer must ensure that the organisers of social functions at the Park, at which liquor is served, comply with the provisions of the Sale of Liquor Act 1989, and amendments, and the relevant Local Body requirements governing such activities.
14. The lighting of fires is prohibited. Barbecues in purpose built containers are permitted when not banned by the local authorities, as long as normal safety precautions are taken. Under no circumstances are barbecues permitted in the carparks, pit lane or in the vicinity of any stored fuel containers or the fuel facility.
15. The Powerbuilt circuit and Ruapuna park facility shall not be sublet, and there shall be no transfer of hire or use of the facility to other organisations or individuals during the period of hire.
16. The Hirer may only use the circuit within the agreed times of hire and shall ensure that full consideration for the neighbours is maintained at all times, including during any after-event social activity.
17. The Hirer must comply with the Christchurch City Council's Noise Level Management Scheme for Ruapuna Park. The Hirer must monitor noise levels during the period of hire to ensure no vehicle or other noise exceeds the permitted levels.
18. All Motorsport events held at Ruapuna Park are to be sanctioned by the Sport's governing body, and run under the appropriate rules. The Club reserves the right to ascertain compliance with this condition.
19. The Hirer may be required by the Club to submit a written programme of the intended event, names of officials and other organisational details prior to consent being granted.
20. All Commercial and Event hires shall have a Safety Plan appropriate to the purpose of the hire and 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 Club.
21. The Hirer must at all times put the control of the meeting and the safety of competitors at a high priority. For race meetings, the control tower must be manned and used as per the requirements as laid down by the Canterbury Car Club Inc.
22. 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.
23. The Hirer must ensure that at least one qualified medical person is in attendance. And sufficient fire extinguishers, as per the Safety Plan, are on hand during any event.
24. The Hirer must ensure that all circuit users wear suitable safety equipment. (e.g. helmet, gloves, overalls/leathers and proper footwear).
25. The Hirer must ensure that all vehicles using the circuit are of a standard suitable for the purpose. Vehicles in competitions must pass any pre-event check required by the event rules.
26. The Hirer must submit a full report to the Club if there is a major incident, injury or fatality at the facility during the period of hire.

27. The Hirer must ensure that no children are permitted on the Pit Wall, or in the Pit Lane, and that nobody stands or sits on top of the Pit Wall.
28. Speeding in the Paddock/Pits or into or around the Park is not permitted. The speed limit of 30KPH around the Park and 15KPH in the Paddock/Pit area is to be strictly observed.
29. Smoking is only permitted in the designated areas. These are the Clubrooms surrounds, the cobbled area immediately surrounding the control tower, the sealed area surrounding the food caravan and the spectator banks. The interior of all buildings, including the Bar and Carports, are smoke free areas. Naked flames (e.g. barbecues), welding or grinding is strictly prohibited in Pit Lane, the Carports or in the vicinity of vehicles or fuel containers. Cellular phones are not to be used in the vicinity of stored fuel or vehicles being refueled.
30. The Hirer is to ensure that the Carport canvas awnings are not used unless the carport has been hired.
31. The Hirer is responsible for any damage or loss incurred during the period of hire of the facility. Any damage must be reported immediately to the Club representative who will assess the situation and authorise the subsequent repairs. All damage repairs or loss costs are the Hirer's expense, and must be to a standard set by the Club.
32. The Hirer must leave the Park and facilities (including the road frontage) in a clean and tidy condition, or be liable for a cleaning charge **of not less than \$500.00**.

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 \$500.00**.
33. The Hirer must not erect any hoardings or advertising matter of any description without the written consent of the Club. Any approved hoarding or advertising matter must not be placed so as to be visible from outside the Park.
34. 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 Club.
35. The Hirer must ensure that all permanent advertising displayed at the Park remains unobscured during the hire period.
36. All gates and buildings are to be locked on completion of the day's activities.
37. Cancellation of hire without notice of at least twenty one days will incur a charge of 50% of the quoted hire charge, except that in the case of rain on the day of hire, there will be no penalty charge as long as notice of cancellation is received by the Club's representative prior to the scheduled start of the event.
38. Any organisation in arrears to the Club for circuit hire fees or expenses relating to the Park for more than two months overdue, will not be granted circuit hire until the arrears are settled, and any recovery expenses incurred by the Club are paid.
39. No person shall stay overnight at the Park without the prior consent of the Club. Any person staying overnight shall only do so in the area designated by the Club at the time of consent. The Hirer shall be solely responsible for any persons staying overnight. The Hirer must ensure the Park is secure at all times in ALL areas including the buildings and Race Track.
40. For major events the Club may require the presence of a Canterbury Car Club Inc. Duty Manager. This person will assist the Hirer with any problems relating to the efficient operation of facilities supplied by the Club. A fee will be charged for this service and this will be negotiated with the Hirer prior to the event.