



TRANSPORT TRAINING ACT

Sutton Road ACT

THIS AGREEMENT is made the _____ day of _____ 2_____

BETWEEN

THE ACT REGIONAL TRANSPORT & DISTRIBUTION
INDUSTRY TRAINING COUNCIL INCORPORATED ("the Council") of the first part

AND

_____ ("the hirer") of the second part

INTRODUCTION

- a) The Council owns and operates the Sutton Road Driver Training Complex ("the Complex").
- b) The Council has agreed to make the Complex, or that part of the Complex identified in the schedule to this agreement, available to the hirer in accordance with the terms, conditions and provisions of this agreement.

PART I

1.1 Definitions. In this agreement, unless otherwise specified:

- a) "agreement" means this agreement between the Council and the hirer and includes all or any schedules attached to this agreement;
- b) "the Complex" means the land and improvements known as the Majura Road Driver Training Complex and described as Block 474 Majura;
- c) "business day" means every day which is not a Saturday, Sunday or Public or Bank Holiday;



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- d) "business hours" means 0800 to 1700 hours;
- e) "bond" means the sum specified in the schedule and **payable in the** manner referred to in clause 3.2.
- f) "hiring charge" means the sum specified in the schedule and payable in the manner referred to in clauses 3.1 and 3.4;
- g) "hiring period" means the period or periods specified in the schedule;
- h) "hiring purpose" means the purpose specified in the schedule and the erection and display of signs, advertisements and other promotional material in accordance with clause 5.3.
- i) "manager" means the person who for the time being performs the duties of manager of the Complex and includes an assistant or acting manager and any duly authorised or designated officer of the Council;
- j) "schedule" means the schedule attached to this agreement.
- k) "condition" includes covenant or stipulation.

1.2 **Singular, Plural, Persons.** Unless otherwise specified:

- (a) words importing the singular number include the plural;
- (b) words importing the masculine gender include the feminine or neuter genders;
- (c) words importing persons include corporations; and vice versa.

1.3 **Headings.** Headings of clauses have been inserted for convenience and guidance only and will not be taken into account in interpreting the provisions of this agreement.

1.4 **Severability.** If:

- (a) any condition of this agreement; or



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(b) the application of any condition to any person or circumstance;

is or becomes invalid or unenforceable the remaining conditions will not be affected

and

each condition will be valid and enforceable to the fullest extent permitted.

PART 2

AGREEMENT FOR HIRE

2.1 **Hire Agreement.** Subject to the payment of charges by the hirer as specified in Part 3, the Council will hire the Complex to the hirer for the hiring purpose during the hiring period.

2.2 **Limitations on Hiring Rights.** The hirer agrees that the Council may restrict its **use of** the Complex in accordance with the provisions of this agreement. The Council agrees not to apply such restrictions unreasonably.

2.3 **Surrender of the Complex.** The hirer will quit and surrender the Complex to the Council at:

(a) 12.00 midnight on the completion of the hiring period; or

(b) such later time as the Council may permit; or

(c) immediately upon the sooner determination of the hiring;

and will, unless otherwise agreed by the Manager in writing, remove any goods and chattels brought or permitted by the hirer in or about the Complex.

2.4 **Council access to the Complex.** The Council, its officers, servants, employees and/or agents will at all times have free access to the Complex for the purpose of maintenance,

improvements or other activities deemed essential by the Manager.

2.5 **Sound Level.** The hirer will ensure that activities do not breach in any way the



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provisions of the Environment Protection Act 1997, nor any other legislation or regulation limiting noise which may apply to the premises.

2.6 **Concessions and Catering.** The hirer will obtain prior approval from the Council

Before making arrangements for catering or the provision of food and/or drink.

2.7 The hirer, their staff and all members of the public in attendance at the complex are subject to the Drug & Alcohol testing and related policy as required

PART 3

HIRING CHARGE

3.1 **Payment to the Council.** The hirer will pay to the Council:

(a) the hiring charge; and

(b) the sums specified in this part;

at the times specified in this part.

Payment of Bond.

(a) The Council may require the hirer to pay to the Council a bond.

(b) The Council may apply the bond towards any outstanding hiring charge or other costs payable by the hirer.

(c) If any of the bond is used in accordance with sub-clause (b) above, it will be reconstituted by the hirer within three (3) business days of notification by invoice.

3.3 **Costs Payable by Hirer.** In addition to the hiring charge, the hirer will pay to the Council:

(a) the cost (over and above reasonable use) of cleaning the Complex during and at the expiration of the hiring period and the cost of rubbish removal associated with the hiring purpose;



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- (b) the cost (in accordance with standard charges) of telephone calls, facsimiles and any other transmissions made on Council equipment installed at the Complex by the hirer provided that the Council will:
- (i) restrict the use of the Council equipment to persons nominated by the hirer
 - (ii) in writing on behalf of the hirer, prohibit the use of the equipment by any employee or person; if so required by the hirer.
- (c) the costs incurred by the Council:
- (i) in altering, at the request of the hirer and with the Council's prior approval, the electrical, gas, water, communication or other facilities of the Complex; and
 - (ii) in undertaking works to reconvert any of the electrical, gas, water, communication or other facilities to their original state, if so required by the Council;
- (d) the cost of electricity consumed
- (i) in lighting the Complex;
 - (ii) in providing electrical power to any television, outside broadcast van or other television technical vehicle; and
 - (iii) for any activity associated with the staging of the hiring purpose which requires electrical power additional to that needed to conduct the hiring purpose;
- (e) the cost incurred by the Council
- (i) in providing, at the request of the hirer and if the Council so agrees, any additional equipment, facilities or services in the Complex; and



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- (ii) in removing or reconvertng any such equipment, facilities or services to their original state, if so required by the Council.

3.4 Settlement of Hiring Charge and Other Costs.

- (a) At the end of the month containing the hiring period the Council will:
 - (i) calculate all costs, including hiring charges;
 - (ii) prepare a statement of account showing costs payable by the hirer; and
 - (iii) deliver to the hirer that statement of costs.
- (b) Within thirty (30) business days of receiving that statement of costs, the hirer will pay to the Council the total amount of hiring charges and costs less any unused portion of any bond paid under this agreement.
- (c) The Council may require payment in full prior to hiring – in this event Council will advise the hirer at time of the booking is made.

PART 4

TERMINATION OF HIRING AGREEMENT

4.1 Cancellation of Hiring Agreement.

- (a) The Council will be entitled to cancel this hiring agreement if in its opinion the hiring has become impossible or impracticable.
- (b) If the Council cancels the hiring agreement under this clause:
 - (i) the Council will be under no liability to the hirer under this agreement or otherwise; and
 - (ii) the hirer will pay to the Council all costs and expenses which have been incurred by the Council under and in relation to this agreement, unless



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performance of the hiring purpose has become impossible or impracticable because of the Council's negligence.

4.2 Default. In the event of the hirer's breach of any obligation in this agreement, the Council may, in addition to any other remedies it may have:

- (a) terminate this agreement with immediate effect by delivering notice in writing either:
 - (i) personally to the hirer or a representative thereof; or
 - (ii) by prepaid mail to the hirer's address shown above;
- (b) rehire the Complex, or part thereof, for any part of the hiring period;
- (c) recover from the hirer any loss or damage suffered by the Council as a result of such breach by the hirer;
- (d) take the whole or part of the bond and any other money paid by the hirer in whole or partial satisfaction of any loss or damage.

PART 5

PROVISION OF COMPLEX FACILITIES BY THE Council

- 5.1 The Council will:
- (a) maintain the Complex and all facilities of the Complex in a proper state of repair and condition;
 - (b) ensure that the Complex is clean and in particular ensure that the Complex is clean prior to the commencement of the hiring period.
- 5.2 **Restriction on Damages.**



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- (a) The Council will not be liable to the hirer for any breach of the provisions of clause 5.1 where:
- (i) the breach has arisen because of circumstances beyond the reasonable control of the Council;
 - (ii) the Council has taken reasonable steps to notify the hirer of the circumstances and the steps taken in attempting to rectify the breach;
 - (iii) the Council has taken all steps reasonably available to it to remedy the breach.
- (b) The Council will not be liable to the hirer for loss of profits or otherwise:
- (i) resulting, directly or indirectly, from any cause beyond the reasonable control of the Council; and
 - (ii) with the result that the hirer is prevented or impeded in using the facilities as originally contemplated; and
 - (iii) such loss includes complete or partial failure in or suspension of the supply of gas, water or electric current, stormwater or sewerage services to the Complex or any part thereof.
- (c) The Council will not be liable for any loss or damage sustained by the hirer caused, directly or indirectly, by theft, fire, water, storm, strike, civil disturbance, Act of God or any other cause whatsoever unless, subject to clause 5.2(a), such loss or damage is a result of the Council being in default under the terms of this agreement.



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5.3 **Advertising.**

- (a) Subject to receiving the Council's prior written approval, the hirer may erect or install advertising, in the Complex for the hiring period, on behalf of corporate sponsors and others, provided that the advertising:
 - (i) does not cover any exit, no smoking sign or permanent sign; and
 - (ii) is installed in the locations designated by the Council

- (b) The hirer will, at its own expense:
 - (i) erect or install any advertising prior to the commencement of the hiring period; and
 - (ii) remove all advertising signs erected or installed in the Complex at the end of the hiring period.

- (c) The Council will make good any damage caused to the Complex in the erection, installation or removal of such advertising, at the hirer's expense.

PART 6

HIRER OBLIGATIONS

- 6.1 **Hirer Obligations.** The hirer will:
- (a) obtain all necessary consents from all persons interested in the copyright or performing rights of any matter used by the hirer;
 - (b) pay such further charges, as determined by the manager, on demand if the Complex is used by the hirer outside the hiring period;



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- (c) obey any and all instructions given by the manager as to use of, and access to and from, the Complex;
- (d) supervise and control all competitors and officials, and restrict spectators to areas designated by the manager for their use;
- (e) ensure that there are adequate facilities for spectators and others and that adequate staff to supervise and control spectators, including parking, are provided;
- (f) make satisfactory provision for the safety of hirers, participants and spectators and at all times conduct the hiring purpose in a safe manner;
- (g) leave the facilities, including toilets and showers, in a reasonably clean and tidy condition at the end of the hiring period;
- (h) permit the manager, or any person authorised by him, to enter the Complex at any time during the hiring period without charge;
- (i) comply at all times with all Australian Capital Territory Acts and Regulations;
- (j) (i) provide to the manager, at least five (5) business days before the commencement of the hiring period, a written estimate of the number of persons anticipated to be attending the Complex during the hiring period; and

(ii) if advised by the manager that the estimated number of persons warrants it, the hirer will make all necessary arrangements, at its own expense, for the provision of extra toilet facilities.

6.2 Insurance.

- a) The hirer will obtain a public risk insurance policy for the hiring period in the



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joint names of the hirer and the Council covering:

- (i) risk of injury or death to persons; and
- (ii) damage to or destruction of property

to the value of at least \$10 million, or such other amount as notified by the Council.

b) The hirer will produce the policy to the manager at the time of execution of this Agreement;

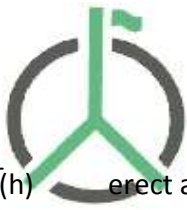
c) (i) if the hirer fails to produce a policy of insurance, or proof of currency of a policy to the Council then the Council may take out and maintain a policy covering the risks specified in sub-clause (a) above

(iii) the cost to the Council of taking out and maintaining a policy will be payable by the hirer to the Council on demand.

(iii) nothing in this sub-clause will require the Council to take out and maintain a policy should the hirer fail to do so or fail to produce proof of so doing.

6.3 **Restrictions on Use.** The hirer will not, without the prior written approval of the manager:

- (a) use the Complex for any purpose other than the hiring purpose;
- (b) rehire the Complex to any person;
- (c) allow any person not subject to the direction and control of the hirer to use the Complex;
- (d) alter, move or remove any fixture, fitting or furnishing of the Complex;
- (e) bring, or permit to be brought, into the Complex any alcoholic beverage;
- (f) bring or cause or permit to be brought into the Complex, any animals;
- (g) erect any displays in the Complex,



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(h) erect any marquee, hut, stall or similar structure in or adjacent to the Sutton Road

Complex, or do so contrary to any condition imposed by the manager;

(i) sell, offer or expose for sale, or permit to be sold, offered or exposed for sale any refreshment or other goods or any service;

(j) hawk, sell, dispose or supply anything whatsoever at the Complex or its vicinity, or do so contrary to any condition imposed by the manager;

(k) take any collection, charitable or otherwise, in or adjacent to the Complex;

(l) conduct any game of chance, or mixed chance and skill, sweepstake or lottery in or adjacent to the Complex and then only if all relevant statutory regulations have been complied with;

(m) bet or wager, or permit any person to bet or wager, in or adjacent to the Complex.

6.4 **Damage to the Complex.** The hirer agrees to pay to the Council on demand the cost of

(a) repairing or making good any damage to the Complex;

(b) the loss of any equipment arising out of or incidental to this agreement, having due regard to the condition at the commencement of the hiring period and reasonable wear and tear.

6.5 **Indemnity.** The hirer hereby indemnifies and agrees to keep indemnified the Council, its employees and agents:

(a) against all actions, proceedings, claims and demands which may be brought or made against them by any person and, without limiting the generality of this clause, any such indemnity shall include fines or penalties imposed on the

Council arising from any contravention of the Environment Protection Act 1997 as a



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result of the hirers activities;

- (b) in respect of loss, damage or injury arising out of or in connection with, directly or indirectly, the use of the Complex by the hirer, its employees, agents and invitees;
- (c) against all costs, damages and expenses which may be incurred in defending or settling those actions, proceedings, claims or demands.

6.6 **Admission and Removal of Persons.**

- (a) The manager may at any time, in his absolute discretion:
 - (i) refuse admission to any person to the Complex; or
 - (ii) direct any person or persons to leave the Complex.
- (b) The manager may close the Complex if:
 - (i) a person who has been refused admission to the Complex enters it; or
 - (ii) a person who has been directed to leave the Complex fails to do so.
- (c) If the manager closes the Complex pursuant to sub-clause (b) above:
 - (i) the hirer will be deemed to have voluntarily abandoned the conduct of the hiring purpose;
 - (ii) the hiring charge will not be refunded; and
 - (iii) the Council will not be liable for any loss or damage sustained as a result of the closure.



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PART 7

NOTICES

- (a) Any notice, requirement, consent, demand or other communication to be given to or served upon the hirer under this agreement will be deemed to have been duly given or served if signed by the manager and delivered either:
- (i) personally to or by prepaid mail to the hirer's address shown above or last known address; or
 - (ii) by facsimile transmission to the hirer's last notified facsimile number.
- (b) If delivered by prepaid mail, service will be deemed to have occurred at the time when it would have been delivered in the ordinary course of post.
- (c) If delivered by facsimile transmission, service will be deemed to be given upon completion of that transmission.



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IN WITNESS WHEREOF the parties hereto have hereunto have executed this agreement on the date first

above written.

SIGNED FOR AND ON BEHALF OF

ACT REGIONAL TRANSPORT & DISTRIBUTION INDUSTRY TRAINING COUNCIL Inc.

By _____ Signature _____

in the presence of:

Witness _____ Signature _____

SIGNED FOR AND ON BEHALF OF

By _____ Signature _____

in the presence of:

Witness _____ Signature _____



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SCHEDULE

This is the schedule referred to in the hiring agreement between ACT REGIONAL TRANSPORT & DISTRIBUTION INDUSTRY TRAINING COUNCIL INCORPORATED and

made on the _____ day of _____ 2_____

Date:	Name:	Area Hired:	Purpose:	Fee:	Signed: