



GENERAL CONDITIONS OF HIRE TERETONGA PARK



- 1: Applicable from August 2005 These conditions apply to each organisation (hereafter described as the Hirer) hiring or using Teretonga Park 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 Southland Sports 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 "Teretonga Park" when referring to the circuit.
- 3: Teretonga and its facilities 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 License."
- 4: The hirer must indemnify the Club against any claims or actions arising from use of the circuit or facilities by the hirer.
- 5: The hirer is required to have and produce if requested, General and Public Liability insurance of five million dollars, as a minimum.
- 6: The Hirer shall at all times ensure that their obligations as Hirer under the Health and Safety in Employment Act 2002 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 notwithstanding 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 Park.
- 9: 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 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.
- 10: The Hirer is responsible for the behaviour of all users of the Park during the period of hire.
- 11: No alcohol may be consumed by the Hirer or any of the Hirer's associates or visitors during the period of hire unless in the licensed area. No alcohol may be bought into the Park for sale by Hirer.
- 12: 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.
- 13: The lighting of fires is prohibited. Barbeques in purpose-built containers are permitted when not banned by the local fire authorities, as long as normal safety precautions are taken. Barbeques are not permitted in the pit lane, or in enclosed buildings.
- 14: Teretonga Park shall not be sub-let, and there shall be no transfer of hire or use of the facility to other organisations or individuals during the period of hire.
- 15: The Hirer may only use the circuit within the times agreed terms of hire and shall ensure that full consideration for the neighbours is maintained at all times, including any after-event social activity.
- 16: The Hirer must comply with the Sandy Point Noise Level Management Scheme for the Park (95dba). The Hirer must monitor noise levels during the period of hire to ensure no vehicle or other noise exceeds the permitted levels.
- 17: All Motorsport events held at Teretonga Park are to be sanctioned by the Sport's governing body/ies, and run under the appropriate rules. The Club reserves the right to ascertain compliance with this condition.
- 18: 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.

- 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 Club.
- 20: The Hirer must at all times put the control of the meeting and the safety of the competitors at a high priority. For race meetings, the control tower must be manned and used as per the requirements of the Southland Sports Car Club Inc.
- 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 one qualified medical person is 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. (E.g. Helmet, gloves, overalls/leathers and proper footwear).
- 24: 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.
- 25: The Hirer's entry form must contain a suitable statement indemnifying the Southland Sports Car Club as circuit owners, from all claims and responsibility during the period of hire.
- 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 under 12 years 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 in 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 around the Clubrooms and the Infield Spectator area. The interior of all buildings including the Clubrooms and Pit Office are smoke free areas. There is to be no smoking within the Pit Area or Pit Lane.
- 30: The Hirer is responsible for any damage or loss caused during the period of hire. Any damage must be reported immediately to the Club 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 Club.
- 31: The Hirer must leave the Park 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 Club 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 maybe used. Any breach of this condition will cost the hirer not less than \$500.
"Track Bite" and similar grip solutions must not be used on any portions of the sealed racing circuit. Use of these preparations will compromise future hires.
- 32: 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.
- 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 Club.
- 34: The hirer must ensure that all permanent advertising at the Park 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: 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.

37: 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.

38: No person shall stay overnight at the Park without the prior consent of the Club. Any person staying overnight shall only so in an area designated by the Club at time of consent. The Hirer shall be solely responsible for any persons staying overnight. The hirer must ensure that the Park is secure at all times in ALL areas including buildings and race track.

39: For major events the Club may require the presence of a Southland Sports 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.

40: It is a condition of Hire that the Hirer will pay a pre arranged levy to the Club for each competitor and public attendee present during the hire period. This information shall be supplied to the Club using the appropriate form within 30 days and accompanied by the required payment.