

DATED 22nd DAY OF February 2016

HIRE AGREEMENT

BETWEEN

LAKE GAIRDNER NATIONAL PARK CO-MANAGEMENT BOARD
("the Board")

-AND-

DRY LAKES RACERS AUSTRALIA INCORPORATED
("the Hirer")



**Government
of South Australia**

CROWN SOLICITOR

Level 9, 45 Pirie Street, Adelaide SA 5000

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SCHEDULE

- ANNEXURE A** MAP OF PARK SHOWING HIRED AREAS TO BE USED FOR THE EVENT
- ANNEXURE B** CODE OF CONDUCT AND CONDITIONS OF USE
- ANNEXURE C** MINIMUM TERMS AND CONDITIONS OF SUBLICENCE TO THIRD PARTY SUBLICENSEES

HIRE AGREEMENT dated the *22nd* day of *February* 2016

BETWEEN:

LAKE GAIRDNER NATIONAL PARK CO-MANAGEMENT BOARD a body corporate pursuant to the *National Parks and Wildlife Act 1972 (SA)* of PO Box 333, Streaky Bay, South Australia 5680 (the "**Board**")

AND

THE HIRER NAMED IN ITEM 1 OF THE SCHEDULE of the address specified in Item 2 of the Schedule (the "**Hirer**")

BACKGROUND:

- A. The Park, named in Item 3 of the Schedule ("the Park"), is constituted pursuant to the *National Parks and Wildlife Act 1972 (SA)* ("the Act").
- B. The Board has control and administration of the Park pursuant to the Act and is able to grant licences for the Park or any part of it to any person pursuant to Section 35 of the Act.
- C. The Hirer wishes to hire those portions of the Park more particularly specified and described in Item 4 of the Schedule ("the Hired Areas") for the Hire Purposes (as defined in this Agreement).
- D. The Board has agreed to grant and the Hirer has agreed to accept the hire of the Hired Areas for the Hire Term (as defined in this Agreement) on the terms and conditions set out in this Agreement.

THE BOARD AND THE HIRER AGREE AS FOLLOWS:

1. **BACKGROUND**

The parties acknowledge and declare both that the matters referred to in the Background to this Agreement are true and correct in every particular and that the Background shall form part of this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings respectively:

“Act” means the *National Parks and Wildlife Act 1972 (SA)* (as amended from time to time) and, where appropriate to the context, includes any regulations made pursuant to the Act from time to time;

“Board’s Representative” means a person or persons nominated either verbally or in writing to the Hirer by the Board as the Board’s Representative;

“Claim” means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);

“Co-management Board” for a co-managed park means a board established under Division 6A of the *National Parks and Wildlife Act 1972 (SA)*, or under any other Act, to manage the co-managed park;

“Default Rate” means a rate of interest equal to two per centum (2%) above the maximum Indicator Lending Variable Rate (for Bank’s business loans for small business) published monthly in the *“Reserve Bank of Australia Bulletin”* published monthly by the Reserve Bank of Australia for the month in which interest commences to be payable pursuant to the relevant provision of this Agreement;

“DEWNR” means the Department of Environment, Water and Natural Resources or the Department administering the Act from time to time;

“environmental harm”, “material environmental harm”, and “serious environmental harm” shall have meanings in this Agreement consistent so far as the context of this Agreement permits with the meanings of those expressions in the *Environment Protection Act 1993*;

“Event” means the Event specified in Item 6 of the Schedule;

“GST” has the meaning attributed in the GST Law;

“GST Law” has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

“GRAC” means the **Gawler Ranges Aboriginal Corporation, Indigenous Corporation Number 7652**

“Hazardous Material” means any dangerous, noxious, toxic, volatile, explosive, inflammable or environmentally hazardous chemical, substance or compound in any form;

“Hired Areas” means those portions of the Park which are more particularly specified and described in Item 4 of the Schedule, and, where appropriate to the context, includes any part of such Hired Areas, and includes all of the fixtures and fittings from time to time situated on the Hired Areas;

“Hirer” means the said Hirer named in Item 1 of the Schedule and, where appropriate to the context, includes the Hirer’s Staff and the invitees of the Hirer (including, but not limited to, the Participants);

“Hire Purposes” means the purposes specified in Item 7 of the Schedule;

“Hirer’s Staff” means all of the Hirer’s employees, agents or contractors employed or engaged by the Hirer from time to time in respect of or in connection with the use of the Hired Areas by the Hirer or the Hirer’s activities conducted on them and, where appropriate to the context, includes all volunteers from time to time assisting the Hirer in respect of the Hirer’s use of the Hired Areas in a voluntary capacity;

“Hire Rules and Regulations” means the Hire Rules and Regulations (if any) comprising Annexure B to this Agreement;

“Hire Term” means the term specified in Item 8 of the Schedule and, where appropriate, includes any further period during which the Hirer occupies the Hired Areas with the consent of the Board;

“Laws” means all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders and proclamations;

“Minister” means the Minister for Sustainability, Environment and Conservation, together with his successors and permitted assigns;

“Monitors” means the traditional owners appointed by GRAC to represent GRAC in relation to the monitoring and other activities described in the Schedule.

“Park” means the Park named in Item 3 of the Schedule and, where appropriate to the context, includes any part of such Park;

“Participants” means all persons participating, spectating or involved in the Event;

“Plans of Management” means any plans implemented by the Board to manage the Park;

“Relevant Authority” means, in relation to the co-managed park for which there is a Co-management Board, the Co-management Board for a park, or, in any other case the Minister;

“Relevant Authority’s representative” means such person or persons as are from time to time nominated to the Licensee as the Relevant Authority’s representative;

“Schedule” means the Schedule attached to and forming part of this Agreement;

“Special Conditions” means the Special Conditions specified in Item 13 of the Schedule; and

“Third Party Sublicensee” means the party specified in Annexure C.

2.2 Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this Agreement:

2.2.1 any word importing the plural includes the singular and vice versa;

2.2.2 any wording importing a gender shall include all other genders;

2.2.3 a reference to a body corporate shall include a natural person and vice versa;

- 2.2.4 a reference to a recital, party, clause, schedule or Annexure is a reference to a recital, party, clause, schedule or Annexure of this Agreement;
- 2.2.5 the captions, headings, section numbers and clause numbers appearing in this Agreement are inserted only as a matter of convenience and in no way affect the construction of this Agreement;
- 2.2.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 2.2.7 where two or more persons are named as parties, this Agreement shall bind the two or more persons jointly and each of them severally; and
- 2.2.8 time is of the essence in respect of any obligation relating to time in this Agreement.

3. LICENCE

- 3.1 In consideration of the payment by the Hirer of the hire fee payable pursuant to clause 5, the Board grants to the Hirer and the Hirer accepts a licence to use those portions of the Hired Areas which are more particularly specified in Item 4 of the Schedule for the Hire Term for the Hire Purposes.
- 3.2 The Hirer acknowledges that the Hirer may, with the Board's consent, grant a sublicense of a portion of the Hired Areas to a Third Party Sublicensee if the Third Party Sublicensee enters into an agreement in the form of Annexure C.
- 3.3 The Board and the Hirer acknowledge and agree that the rights, powers and privileges granted to or vested in the Hirer pursuant to this Agreement are contractual only and shall not create or vest in the Hirer any estate, interest or right of a proprietary nature in the Hired Areas or any part of them or in the Park.

4. HIRE TERM

This Agreement shall be for the term specified in Item 8 of the Schedule ("**the Hire Term**").

5. UP-FRONT CASH BOND

- 5.1 In addition to the hire fee payable by the Hirer pursuant to clause 6, the Hirer shall pay to DEWNR the cash bond (if any) specified in Item 10 of the Schedule (the "**Cash Bond**"), such Cash Bond being payable by one lump sum instalment prior to the commencement of the Hire Term.
- 5.2 Subject to subclause 5.3, DEWNR and the Hirer agree that DEWNR shall, following the expiration of the Hire Term, refund the Cash Bond to the Hirer.
- 5.3 DEWNR shall, prior to refunding the Cash Bond to the Hirer pursuant to subclause 5.2, deduct from the Cash Bond any costs incurred by the Board in remedying any breaches of this Agreement by the Hirer (including, but not limited to, repairing any damage caused to the Hired Areas or any part of them or to the Parks as a result of or in any way connected with the Hirer's use of the Hired Areas or the Hirer's activities conducted on them (whether such damage is caused by the Hirer, the Hirer's Staff, a Third Party Sublicensee, a Participant or otherwise) or any outstanding fees payable under this agreement).

6. HIRE FEE

In consideration of the grant to the Hirer by the Board of the licence referred to in clause 3, the Hirer shall pay to DEWNR the hire fee specified in Item 11(a) of the Schedule (which fee is inclusive of GST), such fee being payable in the manner and at the time(s) specified in Item 11(b) of the Schedule.

7. CANCELLATION BY THE HIRER

The Hirer acknowledges and agrees that if, at any stage either prior to or during the Hire Term, the Hirer either cancels the Event comprising the Hire Purposes or elects for any reason not to proceed or continue with the hire of the Hired Areas pursuant to this Agreement, then the Hirer shall not have any Claim or take any action against the Board or DEWNR in respect of any losses the Hirer incurs or may incur as a result of or in any way connected with the cancellation of the Event comprising the Hire Purposes by the Hirer or the Hirer's election not to proceed or continue with the hire of the Hired Areas pursuant to this Agreement (including, but not limited to, any lost income or revenue).

8. INTEREST

8.1 If the hire fee or other moneys payable by the Hirer to DEWNR pursuant to this Agreement (including, but not limited to, the hire fee payable by the Hirer pursuant to clause 5) shall at any time remain unpaid for seven (7) days after the same shall have become due and payable (whether any formal or legal demand shall have been made by the Board or not), then the Hirer shall pay to DEWNR interest at the Default Rate on such hire fee or other moneys, calculated from the date on which such hire fee or other moneys fell due for payment to the date on which such hire fee or other moneys are paid to or recovered by DEWNR (as the case may be).

8.2 Nothing in this clause 8 shall limit, restrict or prejudice or be construed as limiting, restricting or prejudicing any right, remedy or power of the Board or DEWNR in respect of such hire fee or other moneys.

8.3 The Hirer's obligation set out in clause 8.1 shall continue to operate notwithstanding the expiration or earlier termination of the Hire Term.

9. PAY CHARGES

The Hirer shall pay as and when the same fall due for payment all charges charged or payable in respect of or in any way connected with the Hirer's use of the Hired Areas or any of the Hirer's activities conducted on them (including, but not limited to, in respect of any services provided to the Hirer by any person or authority).

10. CLOSURE OF THE PARK

10.1 The Hirer acknowledges and agrees that the Board may at any time during the Term:

10.1.1 either notify by notice in the SA Government Gazette or by notification of the Chief Executive of the Department of Environment, Water and Natural Resources the hours during which the Park is to be open to the public; or

10.1.2 close the Park or portion(s) or it in accordance with the provisions of Regulation 8 of the *National Parks and Wildlife (National Parks) Regulations 2001 (SA)* which may result in the Hirer and/or the Hirer's

Staff and Participants required to leave the Hired Area even if the event is in progress;

- 10.1.3 the Board may require the Hirer and/or the Hirer's Staff and Participants not to enter upon or to leave the Hired Area for a specified period, for reasons relating to dangerous circumstances, including but not limited to, extreme weather, fire, storms, tempest or floods;
- 10.1.4 the Hirer and/or the Hirer's Staff, must not, without either a prior relevant exemption notified in the SA Government Gazette or without the consent of the Board, enter upon, remain on or use or permit the Hirer's Staff or Participants to enter upon, remain on or use the Park or the relevant portion(s) of it during any closure of the Park or portion(s) of it;
- 10.1.5 without limiting clause 20 of this Agreement, the Hirer and/or the Hirer's Staff must comply with all legislation pertaining to the Park (including, without limitation, the Act and all regulations under that Act, and the *Fire and Emergency Services Act 2005* (SA) and all regulations under that Act);
- 10.1.6 the Hirer and/or the Hirer's Staff must comply with all reasonable directions of the Board or of the Board's employees, agents or contractors and with all signs or notices in respect of any closure of the Park or portion(s) of it; and
- 10.1.7 the Board will not be liable to the Hirer for any compensation for any losses the Hirer and/or the Hirer's Staff may suffer as a result of or in connection with any closure of the Park or portion(s) of it pursuant to this Agreement, notwithstanding clause 18.

11. USE OF THE HIRED AREAS BY THE HIRER

- 11.1 The Hirer shall use the Hired Areas for the Hire Purposes and shall not without the prior written consent of the Board use the Hired Areas for any other purpose.
- 11.2 Without limiting clause 11.1, the Hirer shall not do or permit to be done in or about the Hired Areas anything which in the reasonable opinion of the Board may:
 - 11.2.1 be or be likely to become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the Board, members of the public or occupants or users from time to time of the Park, and shall not cause or permit to be caused any noise pollution in the Park or
 - 11.2.2 cause any serious or material environmental harm within the Hired Areas or the Park.
- 11.3 Without limiting clause 11.1, the Hirer shall not do or permit to be done anything illegal in the Hired Areas or the Park.
- 11.4 The Hirer agrees that it may use the area outside the Hired Areas as set out in Item 5 of the Schedule.

12. NO ASSIGNMENT, MORTGAGE ETC.

The Hirer shall not without the prior written consent of the Board assign or transfer the Hirer's rights and obligations under this Agreement, or mortgage, charge or otherwise encumber the Hirer's rights or obligations under this Agreement.

13. **EQUIPMENT/INFRASTRUCTURE**

13.1 Subject to clause 13.2, the Hirer shall at its expense provide and erect in or on the Hired Areas all equipment and infrastructure required (including but not limited to rubbish bins, portable toilets and popup marquees) to enable the Hirer to use the Hired Areas for the Hire Purposes.

13.2 The Hirer shall not:

13.2.1 make or permit to be made any structural alterations to any of the buildings situated within the Hired Areas;

13.2.2 cause or permit to be caused any damage to the Hired Areas or any part of them in the course of or as a result of providing and erecting any equipment and infrastructure in or on the Hired Areas pursuant to clause 13.1; and

13.2.3 provide, erect or supply equipment or infrastructure under clause 13.1 that does not meet the requirements or specifications in the Special Conditions specified in Item 13 of the Schedule.

13.3 The Board's and the Hirer's infrastructure, equipment and structures are specified in Item 9 of the Schedule.

14. **SIGNAGE**

14.1 Subject to clause 14.2, the Hirer shall not without the prior consent of the Board erect, affix or exhibit any signs on or in the Hired Areas at any time during the Hire Term.

14.2 The Hirer shall at its expense in consultation with the Board erect, affix or exhibit signs relating to public risk, fire, occupational health, safety and welfare, emergency contacts and evacuation, directions and information and the matters referred to in the Special Conditions specified in Item 13 of the Schedule in or on such locations of the Hired Areas as the Board and the Hirer agree.

15. **NO DANGEROUS SUBSTANCES**

15.1 The Hirer shall not bring or permit to be brought onto the Hired Areas any Hazardous Material other than Hazardous Material:

15.1.1 which is to be used on the Hired Areas for the Hire Purposes; and

15.1.2 which is handled and stored in accordance with and in compliance with all laws.

15.2 The Hirer shall during the Hire Term minimize any pollutant or contaminant in the Hired Areas.

15.3 The Hirer shall not at any time during the Hire Term do or permit anything on the Hired Areas or any part of them which constitutes a violation or contravention of any law dealing with the environment.

15.4 If any pollution, contamination or degradation occurs of the kind referred to in clauses 15.1 and 15.2, then:

15.4.1 the Hirer shall at its expense remove all Hazardous Material brought onto, or which occurred or was created on the Hired Areas or any part of them causing or contributing to pollution, contamination or degradation of the Hired Areas or any other property, and immediately make good any damage so caused and reinstate such portions of the Hired Areas and the Park to the same condition as the Hired Areas and

the Park were in prior to the occurrence of such pollution, contamination or degradation;

15.4.2 the Hirer shall at its expense immediately comply with all notices, directions and requirements of any relevant authority in respect of any Hazardous Material brought onto, or which occurred or was created on, the Hired Areas or any part of them, including notices to remediate the Hired Areas; and

15.4.3 the Hirer shall indemnify and keep indemnified the Board against all Claims which the Board may incur or incurs as a result of the Hirer's failure to comply with its obligations under this clause 15 or otherwise from the negligence or default of the Hirer in the performance of the Hirer's obligations under this clause 15.

15.5 The Hirer shall give prompt notice to the Board:

15.5.1 of any substantial damage occurring to the Hired Areas or any part of them; and

15.5.2 of any act or omission of the Hirer or the Hirer's Staff or of any Participant of which the Hirer either becomes aware or ought to be aware which has been caused or which has a reasonable prospect of causing serious or material environmental harm within the Hired Areas or any part of them (whether such act or omission occurs in the Hired Areas or not).

16. **RUBBISH REMOVAL**

The Hirer shall at its expense at all times during the Hire Term:

16.1 be responsible for and arrange for the removal of all rubbish from the Hired Areas off the Park, as and when required and in such manner as the Board approves; and

16.2 keep the Hired Areas neat and tidy and free from all accumulation of rubbish, waste, dirt and litter.

17. **MAINTENANCE/REPAIR DAMAGE**

17.1 The Hirer shall at its expense throughout the Hire Term maintain the Hired Areas in good and tenable repair and condition (fair wear and tear excepted).

17.2 Without limiting clause 17.1, the Hirer shall at its expense repair any damage caused to the Hired Areas or any part of them or to the Park as a result of or in any way connected with the Hirer's use of the Hired Areas or the Hirer's activities conducted on them (whether such damage is caused by the Hirer, the Hirer's Staff, a Participant or otherwise).

18. **HIRER'S OBLIGATIONS AT END OF HIRE TERM**

The Hirer shall, immediately upon the expiration or earlier termination of the Hire Term or upon the total revocation of the licence pursuant to clause 10 reinstate the Hired Areas, or upon a partial revocation of licence pursuant to clause 10, the relevant portions of the Hired Areas, to the condition that they were in at the commencement of the Hire Term including, but not limited to:

18.1 clearing the Hired Areas or the relevant portions of all of the goods, infrastructure and equipment brought onto the Hired Areas or the relevant portions by the Hirer, the Hirer's Staff.

- 18.2 repairing any damage caused to the Hired Areas or any part of them or to the Park as a result of or in any way connected with the Hirer's use of the Hired Areas or the Hirer's activities conducted on them (whether such damage is caused by the Hirer, the Hirer's Staff, a Participant or otherwise);
 - 18.3 removing all rubbish off the Park from the Hired Areas and leaving the Hired Areas in a clean, neat and tidy condition, free from all litter and waste of any kind,
- and then deliver up possession of the Hired Areas to the Board.

19. **APPROVALS/LICENCES**

The Hirer shall at its expense obtain and maintain throughout the Hire Term all approvals, licences, permits and consents required to enable it to use the Hired Areas for the Hire Purposes and shall, upon demand by the Board, provide to the Board copies of such approvals, licences, permits and consents.

20. **COMPLY WITH LAWS**

- 20.1 The Hirer must at all times and from time to time during the Hire Term and on the expiry of the Hire Term perform, observe and comply with the requirements of all Laws, statutes, regulations, by-laws, ordinances, rules, licences and other forms of statutory instruments or delegated legislation applicable to the Hired Area, to the Hirer's activities on the Hired Area, or the use of the Hired Area by the Hirer (and in particular, without limitation, must at all times comply with the Plan of Management and the Act). The Hirer acknowledges that if there is a breach of a condition under this Agreement that the Minister may impose a fine under the Act.
- 20.2 The Hirer shall at its own expense obtain and maintain throughout the Hire Term all approvals, licences, permits and consents or renewals required to enable it to use the Hire Area for the Hire Purposes, and shall supply to the Board (if demanded) copies of such approvals, licences, permits and consents as they are renewed or updated from time to time throughout the Hire Term.
- 20.3 The Hirer shall indemnify and keep indemnified the Board from and against all Claims which the Board may incur or incurs in respect of or as a result of the Hirer's non-compliance with clause 20.

21. **USE OF PARK NAME**

- 21.1 The Hirer may, with the prior written consent of the Minister include the officially Gazetted Park name in the letterhead of any stationery or advertisements used in connection with the Event in the Park.
- 21.2 The Hirer may, with the prior written consent of the Minister, use the National Parks, South Australia (NPSA) logo in respect of the Event in the Park.

22. **COMPLY WITH PLANS OF MANAGEMENT**

The Hirer shall:

- 22.1 at all times at its expense comply with and shall ensure that the Hirer's Staff comply with the Plans of Management in respect of the Park; and
- 22.2 not do or permit to be done anything which is inconsistent with or contrary to the Plans of Management in respect of the Park.

23. COMPLY WITH DIRECTIONS

The Hirer shall at all times comply with all of the Board's directions (whether written or verbal) in respect of the Hirer's use of the Hired Areas or the Hirer's activities conducted on them.

24. THE HIRER'S STAFF

The Hirer acknowledges and agrees that:

- 24.1 there is no contract of any nature in existence pursuant to this Agreement or otherwise between the Board and the Hirer's Staff;
- 24.2 the Hirer is liable for all remuneration, claims and other entitlements (if any) payable to the Hirer's Staff;
- 24.3 the Hirer shall comply with the requirements of the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth) in respect of the Hirer's Staff and with the requirements of any applicable industrial awards, agreements and determinations in respect of such Hirer's Staff;
- 24.4 if any of the Hirer's Staff is a worker within the meaning of the *Return to Work Act 2014* (SA), then the Hirer shall comply with the requirements of an employer under that Act;
- 24.5 if any of the Hirer's Staff is not a worker within the meaning of the *Return to Work Act 2014* (SA), then the Hirer shall ensure that either the Hirer or the Hirer's Staff at their expense effects and maintains during the Hire Term a policy of insurance indemnifying the Board for any personal injury or disability to the Hirer's Staff arising out of or in any way connected with the Hirer's use of the Hired Areas or any part of them or the Hirer's activities conducted on them;
- 24.6 the Hirer shall from time to time whenever reasonably requested by the Board, produce to the Board evidence of the Hirer's compliance with clauses 24.4 and 24.5;
- 24.7 the Hirer shall ensure that the Hirer's Staff comply with the terms and conditions of this Agreement at all times during the Hire Term; and
- 24.8 the Hirer shall ensure that the Hirer's Staff are suitably qualified and technically competent to carry out the tasks required of them in respect of the Hirer's use of the Hired Areas and the Hirer's activities conducted on them.

25. BOARD'S INSPECTION

- 25.1 It shall be lawful for the Board, his agents, architects, employees, contractors, subcontractors and workers to enter into the Hired Areas or any part of them at all reasonable times during the Hire Term upon reasonable notice in the circumstances (except in an emergency when no notice is required) to examine the state and condition of the Hired Areas and to give the Hirer written notice requiring the Hirer to repair, clean or amend such condition or otherwise comply with any obligation of the Hirer under this Agreement within the reasonable time specified in the notice.
- 25.2 The Hirer shall comply with any obligation imposed on it by a notice referred to in clause 25.1 as far as the Hirer may be liable to do so under this Agreement within the reasonable time specified in the notice. In default of the Hirer so doing, it shall be lawful for but not obligatory on the Board to carry out the required repairs, cleaning or other obligations of the Hirer at the expense of the

Hirer, who shall upon demand pay to the Board all moneys expended by the Board in carrying out such repairs, cleaning or other obligations of the Hirer.

26. **SPONSORSHIP**

The Hirer shall not enter into any sponsorship arrangements or agreements with any party or person in respect of the Hirer's use of the Hired Areas or the Hirer's activities conducted on them without the prior written consent of the Board (which consent shall not be unreasonably withheld if such proposed sponsorship agreement or arrangement is not in conflict with or is not inconsistent with the Board's sponsorship arrangements or agreements).

27. **PRE-INSPECTION, POST-INSPECTION**

The Board and the Hirer acknowledge and agree that for the purposes of assisting the parties to comply with their respective obligations set out in this Agreement they shall jointly inspect the Hired Areas both immediately prior to the commencement of the Hire Term and immediately at the expiration (or earlier termination) of the Hire Term to ascertain and examine the state and condition of the Hired Areas at the commencement and expiration (or earlier termination) of the Hire Term.

28. **INTELLECTUAL PROPERTY RIGHTS**

- 28.1 The Hirer warrants to the Board that it is not infringing the intellectual property rights of any third party in respect of or in connection with the Event in the Park.
- 28.2 The Hirer shall indemnify and keep indemnified the Board from and against all Claims which the Board may incur or incurs in respect of or as a result of the Hirer's non-compliance with subclause 28.1.

29. **RELEASE**

- 29.1 The Hirer shall use and occupy the Hired Areas at the risk in all things of the Hirer and the Hirer hereby releases to the full extent permitted by law the Board, his agents, architects, contractors, subcontractors, workers and employees, in the absence of any default or neglect on their part, from all Claims of every kind:
- 29.1.1 resulting from any loss of life, accident, personal injury or loss of or damage to property occurring in, on or about the Hired Areas or any part of them (including loss of or damage to the fixtures, fittings or personal property of the Hirer, of the Hirer's Staff, or of any Participants or the loss of or damage to anything brought into or onto the Hired Areas by the Hirer);
- 29.1.2 resulting from or in any way connected with the Hirer's use of the Hired Areas or the Hirer's activities conducted on them;
- 29.1.3 resulting from any defect in the construction of the Hired Areas or any part of them; or
- 29.1.4 resulting from or in any way connected with any breach of this Agreement by the Hirer.
- 29.2 The release set out in clause 29.1 shall continue to operate notwithstanding the expiration or earlier termination of the Hire Term.

30. INDEMNITY

- 30.1 The Hirer shall indemnify and keep indemnified the Board from all Claims of any nature which the Board may incur or incurs in connection with any loss of life, personal injury and/or any other loss whatsoever, loss of or damage to property arising from or as a result of or in any way connected with:
- 30.1.1 any occurrence in, upon or about the Hired Areas or any part of them during the Hire Term;
 - 30.1.2 the Hirer's use of the Hired Areas or any part of them or the Hirer's activities conducted on them,
 - 30.1.3 any breach of this Agreement by the Hirer,
- except to the extent that such loss of life, personal injury and/or loss of or damage to property is occasioned by any neglect, default or omission by the Board, his agents, architects, employees, contractors, subcontractors or workers.
- 30.2 The indemnity set out in clause 30.1 shall continue to operate notwithstanding the expiration or earlier termination of the Hire Term.

31. INSURANCE

- 31.1 The Hirer shall at its expense effect and maintain throughout the Hire Term the following policies of insurance:
- 31.1.1 the policy of insurance specified in Item 12 of the Schedule; and
 - 31.1.2 the policies of insurance referred to in clause 24.
- 31.2 The Hirer shall upon demand provide to the Board:
- 31.2.1 copies of the policies of insurance referred to in clause 31.1; and
 - 31.2.2 copies of all certificates of currency and certificates or renewals in respect of the policies referred to in clause 31.1.
- 31.3 The Board in specifying levels of insurance in this Agreement accepts no responsibility for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scope of coverage, conditions or exclusions of those insurances in respect to how they may or may not respond to any loss, damage or liability.
- 31.4 The Hirer acknowledges and agrees that it is the Hirer's responsibility to assess and consider the rights and scopes of insurance required pursuant to this Agreement.
- 31.5 The Hirer shall not do or permit to be done anything whereby the policies referred to in this clause 31, or any other policies of insurance in respect of the Hired Areas may be or become void or voidable.
- 31.6 The Hirer shall give full, true and particular information to the company or office with which the policies of insurance referred to in clause 31.1 are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or payment of all or any moneys pursuant to such policy or policies of insurance.

32. TERMINATION

- 32.1 Notwithstanding any other provision of this Agreement, the Board may terminate this Agreement and revoke the licence granted to the Hirer immediately by written notice to the Hirer if any of the following Events occur:
- 32.1.1 the Hirer commits or permits any breach or default of the obligations imposed on the Hirer by this Agreement, and following the giving by the Board of written notice of such breach or default, the Hirer fails to rectify such breach or default within a reasonable time having regard to the nature and circumstances of the breach; or
 - 32.1.2 the Hirer commits or permits any further breach or default of the obligations imposed on the Hirer by this Agreement for which the Board has previously given notice in writing of such breach or default pursuant to clause 32.1.1 notwithstanding rectification of the previous breach or default; or
 - 32.1.3 the hire fee referred to in clause 5 or any portion of it is unpaid for a period of one (1) day after the hire fee or relevant portion is due and payable and notice has been given to the Hirer that it is outstanding; or
 - 32.1.4 any of the following occur to the Hirer (where the Hirer is a body corporate):
 - (a) the Hirer is unable to pay its debts as and when they fall due or is otherwise insolvent;
 - (b) an order is made for the winding up or liquidation of the Hirer;
 - (c) the Hirer enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
 - (d) a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the Hirer; or
 - (e) a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the Hirer's assets; or
 - (f) any director of the Hirer becomes bankrupt or assigns the Hirer's estate or enters into a deed of arrangement or other form of composition for the benefit of the Hirer's creditors; or
 - (g) any director of the Hirer is convicted of an indictable offence.
 - 32.1.5 any of the following occur to the Hirer (where the Hirer is an individual):
 - (a) the Hirer becomes bankrupt or assigns the Hirer's estate or enters into a deed or arrangement or other form of composition for the benefit of the Hirer's creditors; or
 - (b) the Hirer is convicted of an indictable offence.
- 32.2 Either party may terminate this Agreement at any time prior to the Hire Term upon giving to the other not less than one (1) months notice in writing and with no other compensation payable but without prejudice to any right of action by a party in respect of an antecedent breach of the other party's obligations herein contained.
- 32.3 Termination of this Agreement by the Board under clause 32.1 shall be without prejudice to any rights, remedies or actions that the Board may have against

the Hirer in respect of any antecedent breach by the Hirer of the terms and conditions contained in this Agreement.

- 32.4 Upon any termination of this Agreement by the Board pursuant to the terms of this Agreement, the Hirer shall have no Claim or take any action against the Board in respect of such termination (including, but not limited to, any liability for any losses of any nature which the Hirer may incur or incurs including lost income or revenue).

33. **NO WARRANTIES**

The Hirer acknowledges and agrees that the Board does not expressly or impliedly warrant that the Hired Areas or any part of them are now or will remain suitable or adequate for all or any of the Hire Purposes and the Board makes no warranty as to the repair, state and condition of the Hired Areas and all warranties (if any) as to suitability and adequateness or as to state, repair and condition of the Hired Areas and any implied warranties are expressly excluded.

34. **AUDITOR-GENERAL**

Nothing in this Agreement derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

35. **BOARD'S RIGHT TO REMEDY HIRER'S DEFAULTS OR BREACHES**

If the Hirer defaults or breaches any of its obligations pursuant to this Agreement and such default or breach continues for one (1) day (or less if the circumstances require) after the Board has given either verbal or written notice to the Hirer requiring the Hirer to remedy such default or breach (except in an emergency when no notice is required), then the Hirer acknowledges and agrees that the Board and his agents, employees, contractors, subcontractors or workers may, but shall not be obliged to, enter the Hired Areas or any part of them and remedy such default or breach without prejudice to any other right, remedy or entitlement of the Board. The Hirer shall upon demand pay all costs incurred by the Board (including, but not limited to, legal costs) in so remedying such breach or default.

36. **RELATIONSHIP BETWEEN THE PARTIES**

- 36.1 The parties acknowledge and agree that nothing in this Agreement constitutes any relationship of employer and employee, principal and agent, or partnership between the parties.
- 36.2 No party shall have any authority to bind the other party in any manner whatsoever except with the express approval by notice in writing of the other party.
- 36.3 The Hirer shall not hold out or permit to be held out in any way that the Hired Areas or any of the Hirer's activities conducted on them is being conducted, managed or supervised by the Board, the Government of South Australia or the Crown in right of the State of South Australia, nor shall the Hirer act as or represent itself to be an employee or agent of the Board or the Government or the Crown.

37. **DELEGATION**

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this Agreement either required to be given, done or performed or which may be

given, done or performed by the Board may for the purposes of this Agreement be properly given, done or performed by the Board's Representative.

38. **SEVERANCE**

If any term or condition of this Agreement should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

39. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties in respect of the subject matter of this Agreement and the parties agree that this Agreement supersedes all prior agreements, understandings and negotiations in respect of the matters dealt with in this Agreement. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking made by one party to the other prior to the date of execution of this Agreement.

40. **MODIFICATION**

No variation of or addition to any provision of this Agreement shall be binding upon the parties unless such variation or addition is made in writing, signed by each party and expressed to be either supplemental to or in substitution for the whole or a part of this Agreement.

41. **WAIVER**

41.1 A waiver of any provision of this Agreement must both be in writing and be signed by the parties or by persons duly authorised to execute such a document on a party's part.

41.2 No waiver by a party of a breach of a term or condition contained in this Agreement shall operate as a waiver of any breach of the same or any other term or condition contained in this Agreement.

41.3 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party.

42. **SURVIVAL**

In addition to those clauses expressed to survive the expiry or termination of this Agreement, those other clauses which the context requires shall also survive the expiry or termination of this Agreement.

43. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the Laws and codes for the time being in force in the State of South Australia and the parties agree to submit to the jurisdiction of the Courts of South Australia.

44. **NOTICES**

44.1 Notices may be served by delivering the same personally, by mail, email or facsimile transmission and shall be:

44.1.1 in writing addressed to the parties at their respective addresses as set out in this Agreement;

44.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

44.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile or email, upon delivery of the sender delivery receipt to the receiver by way of facsimile or email;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be received at 9.00 am on the next day in that place.

44.2 A party may vary either its address, email or facsimile number by a written notice served on the other party.

45. **COSTS AND STAMP DUTY**

45.1 Each party shall bear its own costs incurred in respect of the preparation, perusal, negotiation and execution of this Agreement.

45.2 The Hirer shall pay the stamp duty (if any) assessed or charged in respect of this Agreement.

45.3 The Hirer shall pay all costs incurred by the Board (including, but not limited to, legal costs) in respect of or as a result of any breach or default of this Agreement by the Hirer.

46. **BOARD'S CONSENT**

Unless otherwise specified, in any circumstances where the consent of the Board is required pursuant to this Agreement, such consent may be given or withheld in the Board's absolute discretion and, if given, may be subject to such conditions as the Board thinks fit.

47. **SPECIAL CONDITIONS**

The Board and the Hirer acknowledge and agree that:

47.1 the Special Conditions specified in Item 13 of the Schedule shall apply to the Hirer's hire of the Hired Areas and shall form part of this Agreement;

47.2 the Hirer shall at all times during the Term comply with and ensure that the Hirer's Staff and Participants comply with the Special Conditions;

47.3 to the extent of any inconsistency between the Special Conditions and the balance of this Agreement, the Special Conditions shall prevail; and

47.4 a default or breach by the Hirer or the Hirer's Staff of the Special Conditions shall be deemed to be a breach or default by the Hirer of this Agreement.

48. **HIRE RULES AND REGULATIONS**

The Board and the Hirer acknowledge and agree that:

48.1 the Hire Rules and Regulations shall apply to the Hirer's hire of the Hired Areas and shall form part of this Agreement;

- 48.2 the Hirer shall at all times during the Term comply with and ensure that the Hirer's Staff comply with the Hire Rules and Regulations; and
- 48.3 a default or breach by the Hirer or the Hirer's Staff of the Hire Rules and Regulations shall be deemed to be a breach or default by the Hirer of this Agreement.

49. **DISCLOSURE OF AGREEMENT**

- 49.1 The Hirer agrees to disclosure of this Agreement the extent required by and in accordance with the Department of the Premier and Cabinet Circular 27, as amended from time to time (a copy of which is available at <http://dpc.sa.gov.au/premier-and-cabinet-circulars>).
- 49.2 Nothing in this clause derogates from:
 - 49.2.1 the Hirer's obligations under any other provision of this Agreement; or
 - 49.2.2 the provisions of the *Freedom of Information Act 1991 (SA)*.

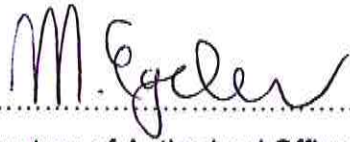
50. **FIRE SAFETY**


- 50.1 The Hirer may bring into the Park electric generators during the Hire Term and for the Event:
 - 50.1.1 if it complies with Regulation 37 (stationary engines) of the *Fire and Emergency Services Regulations 2005 (SA)* which provides:
 - 37(3) A person must not, during the fire danger season, operate a stationary engine not enclosed by non-flammable material in the open air unless:
 - (a) the space immediately around and above the engine is cleared of all flammable material to a distance of at least 4 metres, or a person who is able to control the engine is present at all times while the engine is in use; and
 - (b) a shovel or rake, and a portable water spray in good working order, are at hand; and
 - (c) the engine is fitted with an exhaust system that complies with this Division.
 - 37(4) A person must not, during the fire danger season, operate a stationary engine enclosed by non-flammable material in the open air unless the engine is fitted with an exhaust system that complies with this Division.
 - 50.1.2 if it implements fire safety strategies, including compliance with Park fire restrictions; and
 - 50.1.3 if it ensures CFS attendance at the Event if required under major Event legislation.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the)
)
LAKE GAIRDNER NATIONAL PARK)
)
CO-MANAGEMENT BOARD)

By MARTINA EGELER)
)
duly authorised in that regard in the)
presence of:)



Signature of Authorised Officer


.....
Witness
Michelle Rodgers
Print name

SIGNED for and on behalf of)
)
DRY LAKES RACERS AUSTRALIA)
)
INCORPORATED)

by KIM KREBS)
)
duly authorised in that regard in the)
presence of:)


Signature of Authorised Officer


.....
Witness
SHEZ HOBBS
Print name

SCHEDULE

ITEM 1

Name of the Hirer

Dry Lakes Racers Australia Incorporated
(Registration Number A19715)

ITEM 2

Address of the Hirer

PO Box 349
CASTLEMAINE VIC 3450

ITEM 3

Name of relevant Park(s)

Lake Gairdner National Park (the Park)

ITEM 4

Hired Areas

- (i) Non exclusive use of those portions of the Park as per negotiations with the DEWNR Regional Representative and within those portions of the Park defined as the "Commercial Management" and "Special Permit Zones" on the plan attached as Annexure A to this Agreement.
- (ii) The Hired Areas are all shared use in conjunction with but not limited to other Park users, visitors and DEWNR staff.
- (iii) In addition to (i) and (ii) above, those portions of the Park as agreed with, and approved by, the DEWNR Regional Representative listed in Item 13 (o). This approval will be obtained by negotiation between the relevant Event Coordinator and the DEWNR Regional Representative. The approval is to be negotiated prior to the commencement of the event and may also involve the submission of the DEWNR Pre-Event Inspection Checklist 4 weeks prior to the Event including;
 - A course map of the DEWNR shared use tracks and trails and other areas to be used for the event,
 - An outline of any DEWNR structures or facilities that are to be used for the event, and
 - An Event Plan for the day(s) of the event that includes details of the Emergency Response Plan, designated response and support vehicles, contact details for the Event Coordinator and the Ranger in Charge listed in Item 13 (o) for the day of the event.

Note: For the avoidance of doubt, those tracks, roads and trails outside of the Park boundaries, also being used for the Event, do not form part of the Hired Areas under this Agreement.

ITEM 5

Emergency Access Routes

The Hirer shall be entitled to Emergency Vehicle access to the DEWNR Authorised tracks and trails within the Park throughout the Hire Term, for **emergency use only**.

ITEM 6**Name of Event**DRY LAKES RACERS 26th ANNUAL SPEEDWEEK**ITEM 7****Hire Purposes**

The Hirer shall use the Hired Areas for the purposes of staging the Event as specified in Item 6 of this Agreement, including

- (i) Use of the Hired Areas as described in Item 4 for the purposes of conducting land speed race trials and;
- (ii) use of the Hired Areas comprising the event assembly areas for the purposes of participants registering for the event, including the use of temporary shelters, provision of a temporary medical and first aid station and shelter, all for the use and benefit of event organizers, spectators and participants and any other ancillary activities required to run the Event.

ITEM 8**Hire Term**

A term commencing at 6:00am on 24/02/2016 and expiring, subject to any earlier termination of this Agreement by operation of law or pursuant to its terms, at 8:00pm on 04/03/2016. This includes set-up and take-down time.

Note: In the case of unseasonal weather delays, the commencement and/or expiry date of an Event as identified in the Hire Term is permitted to be re-negotiated. The approval for an extension of the commencement and/or expiry date of an Event will be obtained by negotiation in writing between the Event Organiser described in Item 13 (o) and the relevant DEWNR Regional Representative. The relevant DEWNR Regional Representative is to be notified of the Event Organiser's intention to change the commencement and/or expiry date of an Event prior to the original scheduled commencement date as listed in the Hire Term. Re-negotiation with GRAC may also be required.

ITEM 9**Infrastructure, equipment and structures provided by the Board (if any)****(a) to be provided by the Board (if any)**

As per the Infrastructure, equipment and structures determined and approved as per the negotiations undertaken under Item 4.

(b) to be provided by the Hirer (if any)

The Hirer shall provide the following, as per the Event Application and any additional items as determined and approved as per the negotiations undertaken under Item 4;

- small personal generators, track markers, signage, mats, portable toilets and any other ancillary equipment required to run the Event.

ITEM 10 **Up-front Cash Bond**

(a) Amount

THREE THOUSAND DOLLARS (\$3,000.00) payable prior to the event.

ITEM 11 **Hire Fee**

(a) Amount

THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00).

(b) Time and Manner of Payment

The Hirer must pay the Hire Fee prior to the event.

Note: The hire of additional Park facilities, structures and/or Permit/Entry fees do not form part of this agreement and may be subject to an additional payment fee.

ITEM 12 **Insurance to be effected by the Hirer**

A policy of public risk and product liability insurance in respect of the Hirer's use of the Hired Areas to the extent of at least **FIFTY MILLION DOLLARS** (\$50,000,000.00) for any one event and in the aggregate for products liability in any one policy period.

ITEM 13 **Special Conditions**

(a) **Legislative Use Provisions**

Without limiting the Hirer's obligations set out in clause 21 of this Agreement, the Park is dedicated under the Act and is managed by the Board.

The Hirer must therefore:

- (i) Abide by all elements of the Act.
- (ii) obey all instructions and directions lawfully issued by a Ranger (warden) under the Act.
- (iii) The Hirer must comply with all other Acts and Regulations that may be required in relation to the proposed activities on or near the Park.

(b) **Aboriginal Heritage Conditions**

The Hirer must:

- (i) ensure all activities are compliant with the *Aboriginal Heritage Act (SA) (1988)*, specifically with section 23 of that Act, which refers to damage to sites, objects or remains.
- (ii) engage two (2) traditional owners from GRAC to monitor the areas that are used by the Hirer before, during and after the Event. All costs are to be borne by the Hirer and the Hirer is to negotiate directly with GRAC regarding these arrangements.
- (iii) organise a cross cultural awareness induction by the Monitors for the Hirer, the Hirer's Staff and Participants.

- (iv) fence, sign and monitor no-go areas that protect the cultural significance of the Park and surrounding areas to the traditional owners in consultation with and as identified by the Monitors.
- (v) implement other conditions required by the Monitors during the conduct of the Event if the Monitors view the conduct as potentially damaging, disturbing or destroying sites or objects of cultural significance on or near the Park.

(c) Inspection of Lake surface

- (i) The Board and the Hirer acknowledge and agree that for the purposes of assisting the parties to comply with their respective obligations set out in this Agreement, they and the Monitors shall jointly inspect the Hired Areas both immediately prior to the commencement of the Hire Term and immediately at the expiration (or earlier termination) of the Hire Term to ascertain and examine the state and condition of the Hired Areas at the commencement and expiration (or earlier termination) of the Hire Term.
- (ii) A report will be produced that includes a summary of activities and detail any impacts upon the Park and its immediate shoreline. The report will determine the suitability of refunding all or part of the environmental impact bond referred to in Clause 5.

The Hirer agrees that:

- (iii) They will not be permitted to access the Park if the surface of the Hired Areas is assessed as being unsuitable for vehicle traffic due to water. This assessment will be conducted by a DEWNR Ranger (Warden) under the Act. An assessment will be undertaken prior to activities commencing and conditions will also be monitored during the Event.
- (iv) Periodic inspections of all activities on the Hired Areas will be undertaken by DEWNR staff to ensure all requirements are fulfilled.

(d) Vehicle Cleaning Procedure

The Hirer must ensure all vehicles entering the Park are cleaned thoroughly with a forced air blower or high pressure gerni type water sprayer to remove mud and dust from underneath the vehicles, including the mud guards and chassis.

(e) Access, Camping and Accommodation

The Hirer must:

- (i) make arrangements for access to the Hired Areas entrance point with the management of Mt Ive Station, as all access is currently via the Mt Ive Station access road.
- (ii) ensure that no camping or accommodation arrangements are permitted on the Hired Areas, with the exception of security personnel.
- (iii) ensure there is no entry to the Hired Areas after agreed hours by taking appropriate measures including:

- erecting a physical security barrier on the edge of the Hired Areas to bar entry.
- advising event participants there is to be no entry to the Hired Areas after agreed hours through signage and other means.

(iv) not permit road trains or vehicles likely to cause wheel rut damage onto the Hired Areas.

(f) Provisions for Structures and Shelters

The Hirer must only erect temporary portable shelters on the Hired Areas as per the details provided in the DEWNR approved event application.

(g) Management of Spectators and Visitors

The Hirer must:

- (i) ensure private or spectator vehicles only access the Hired Areas as per the details provided in the DEWNR approved event application.
- (ii) provide a specific zoned and cordoned area for visitors and spectators vehicles.
- (iii) ensure that organisers, marshals and security officers are readily identifiable by wearing clearly labelled vests.

(h) Commercial Activities

The Hirer must:

- (i) ensure any proposals to establish commercial activities such as public catering services on the Hired Areas must be authorised and licensed by the Board prior to the Event.

(i) Storage of Fuel and Lubricants, Vehicles & Equipment

The Hirer must ensure:

- (i) all fuel and lubricants on the Hired Areas are stored in a manner that will contain any spillages.
- (ii) all vehicles, equipment, generators, batteries and tools are located on impervious oil resistant tarpaulins to prevent oil damage to the salt surface.
- (iii) any fluid spills on to the Hired Areas are reported immediately to the DEWNR Regional Office.

(j) Management and Disposal of Waste and Restricted Materials

The Hirer must make provision for the collection, storage and disposal of all waste materials in a manner that meets EPA requirements.

(k) Emergency Support and Procedures

The Hirer must:

- (i) prior to the commencement of the Hire Term ensure that it has developed an Event Plan and an Emergency Response Plan including but not limited to risk identification and management, emergency response and public safety management for Participants and spectators during the Event including making

appropriate arrangements for an Emergency Services presence at the Event, including medical support and firefighting services. The plans must be acceptable to the Minister in respect of the Event and the Hirer's use of the Hired Areas;

- (ii) ensure that the Hirer and the Hirer's Staff comply with the Event Plan and the Emergency Response Plan at all times during the Hire Term;
- (iii) make appropriate arrangements for aircraft access and use.
- (iv) ensure all proposals to land either fixed or rotary winged aircraft on the Hired Areas are approved by the Board prior to the Event, noting that any approvals will be subject to Air Navigation requirements. Except in the case of emergency

(l) Land Speed Course Marking and Levelling

The Hirer must ensure:

- (i) any course marking is undertaken using only biodegradable vegetable dye.
- (ii) no graders or heavy machinery are used on the Hired Areas. Levelling of salt may be carried out using the steel grid frame located at the entrance to the Hired Areas, by towing the frame behind a vehicle.

(m) Commercial Filming and Photography

The Hirer must ensure any persons intending to film or photograph for commercial purposes in the Park have a valid permit from DEWNR.

Note: All commercial filming at the Park is subject to the DEWNR filming fee schedule.

(n) Cancellations

The Hirer agrees that:

- (i) A late cancellation fee may apply if cancellations are made less than two weeks prior to the date of the Event.
- (ii) Late cancellations owing to adverse wet conditions will not attract a late cancellation fee. DEWNR reserves the right to cancel the Event on the grounds of adverse conditions, safety or failure to meet required conditions.

(o) Event Contacts

- (i) Event Organiser
Name: Kim Krebs
Phone: 0407 701 808
- (ii) DEWNR Regional Representative
Name: David Grosse
Phone: 0427 415 779
- (iii) Ranger in Charge
Phone: 8648 1883

(iv) DEWNR Regional Office
75 Liverpool Street, Port Lincoln SA 5606
Phone: 8688 3111

(p) Code of Conduct

The Hirer shall:

- (i) ensure the Hirer's Staff and all Participants are aware of the fragile nature of the Park and that all activities will be conducted to minimise damage to the environment;
- (ii) comply with and shall use its best endeavours to ensure that all Participants comply with the Code of Conduct and Conditions of Use comprising Annexure B in respect of its use of the Hired Areas;
- (iii) either prior to or immediately upon the commencement of the Park leg of the Event, provide a copy of the Code of Conduct and Conditions of Use to Hire Staff and all Participants.

(q) Emergencies in the Park

In the Event of an emergency, injury, accident or incident in the Park, at any time during the Hire Term, the Hirer shall **ring 000** and then contact the **Ranger in Charge** as soon as practical.

(r) Emergency Services and First Aid

The Hirer shall:

- (i) give prior notification of the Event, including the location and dates to the State Emergency Services, Ambulance Service, and South Australian Police Department.
- (ii) ensure a monitored and adequate first aid station is located within the Hired Area during the Hire Term of the Event.

(s) Vehicles (including bikes)

The Hirer must:

- (i) Ensure Event vehicles remain on Public Access Routes at all times.
- (ii) Ensure Event vehicles do not drive out of the Hired Areas or DEWNR authorised tracks, trail and access routes at any time.

(t) Signage, Control/check points or Trail Markers

Without limiting the Hirer's obligations set out in subclause 14.2 of this Agreement, the Hirer may at its expense, prior to the commencement of the Event, erect temporary signage, control/check points or trail markers at agreed intervals throughout the Hired Areas and along all DEWNR authorised tracks and trails comprising the Hired Areas to assist the Participants in determining the location of the Event route **PROVIDED ALWAYS** that:

- (i) notwithstanding the provisions of subclause 14.1 of this Agreement, the Hirer shall not require the Board's consent to erect such temporary signage, checkpoints or markers;
- (ii) the Hirer shall during the Hire Term display sufficient and adequate signage at the main entrance of the Park and where appropriate to the use, throughout the Hired Areas including any shared use tracks and trails, entrances, exits, junctions and

crossings of public access roads, tracks and trails to advise and inform the public and other Park users that an Event is in progress or may be in progress;

- (iii) the Hirer shall not use or permit the use of any method to erect such temporary signage, checkpoints or markers to any part of the Parks or the Hired Areas which may cause or be likely to cause damage of any kind to any part of the Parks;
- (iv) the Hirer shall ensure signage does not obstruct traffic;
- (v) the Hirer shall not use or permit the use of nails or screws in the erecting of such temporary points or markers;
- (vi) without limiting the Hirer's obligations set out in clause 18, immediately upon the expiration or earlier termination of the Hire Term, the Hirer shall at its expense carefully remove all of the temporary points or markers erected by the Hirer from the Hired Area, the Hirer at its expense making good all damage caused upon such removal; and
- (vii) the Hirer must remove all signage, control/check points and trail markers immediately following the conclusion of the Event and within twenty four (24) hours of the conclusion of the Event.

(u) Marshalling

Where applicable, the Hirer is to provide marshals at each junction point of the Event route, including any shared use tracks and trails, crossings of public access roads, tracks and trails to advise and inform the public and other Park users that an Event is in progress or may be in progress, for public and participant safety and to guide Participants in following the correct Event route.

(v) Security and Safety

The Hirer shall ensure that it adopts such measures as are necessary to ensure that there is adequate crowd control in the Hired Areas at all times during the Hire Term and the Hirer shall:

- (i) provide adequate security for the Event and ensure crowd control is maintained during the Event;
- (ii) be responsible for all costs associated with crowd control at the Event;
- (iii) ensure that the track and pit area are clearly marked and ensure that spectators are only allowed within 20 metres of the start line and in the pit areas as identified in the Event Plan;
- (iv) ensure that spectators and the pit area are positioned at least 500 metres away from the track at all times as identified in the Event Plan;
- (v) allow officials to be permitted to be located along the track;
- (vi) prescribe zero alcohol levels for Participants who are drivers in the Event;
- (vii) when circumstances require, eject from the Hired Areas any person engaging in riotous or offensive behaviour.

(w) Fire Safety

The Hirer shall:

- (i) implement fire safety strategies, including compliance with Park fire restrictions.
- (ii) ensure Country Fire Service (CFS) attendance at the Event if required under major event legislation.
- (iii) if required under the Fire and Emergency Services Regulations 2005, obtain a Schedule 9 and/or Schedule 10 Permit during fire season.

(x) Park Access

Where gazetted opening and closing hours exist for a Park (official times), park gates may be locked outside of these times.

In the event the Hire Term (Item 8 of this Agreement) commences or concludes outside of the official times, the Hirer shall:

- (i) hold sole responsibility for the security of all the Hired Areas, access gates and hired facilities ensure that access gates are not left open or unattended and all vehicle entry and exit is controlled at all times during the Hire Term
- (ii) ensure that all vehicles and Participants have exited the Park at the conclusion of the Event
- (iii) ensure that all Hired Areas, access gates and hired facilities are clear of Participants, secured and locked before leaving the Park at the conclusion of the Event.
- (iv) be responsible for any Participants who remain within the Park but outside of the Hired Areas.

(y) Toilet Facilities

The Hirer shall, at its expense at all times during the Hire Term:

- (i) ensure that it provides, where no other is available, sufficient toilet facilities (including porta loos) at the Event for the comfort of all the Hirer's Staff and Participants at all of the check points and campsites along the Event route so as to minimize the risk of the Hirer's Staff and Participants using any part of the Parks between check points as toilets;
- (ii) ensure that any hired porta loos are removed off the Park prior to cleaning and promptly at the conclusion of the Event.
- (iii) be responsible for the removal of all waste water. All grey and black water is to be taken off the Park and disposed of in an EPA approved manner.
- (iv) clean and maintain all toilet facilities in the Hired Areas to be used for the Event;
- (v) provide all consumables for use in all toilet facilities in the Hired Areas to be used for the Event;

(z) Catering

- (i) The Hirer is to provide all requirements for the appropriate storage and serving of food and beverages following food safety standards and guidelines including but not limited to fridges and cool rooms.
- (ii) No food or food scraps are to be left exposed and all food scraps and rubbish must be removed from the Park and disposed of as soon as practicable at the conclusion of the Event in accordance with Clause 16.

(aa) Car Parking

The Hirer shall:

- (i) direct Participants to the car parks or other designated car parking areas in accordance with the traffic management plan as contained in the Event Plan or as otherwise directed by the DEWNR Regional representative; and
- (ii) promote car pooling, including the drop off and collection of Participants for the Event when there is only limited car parking available in the Park.

(bb) Liquor Licence

The Hirer is not permitted to obtain and/or maintain throughout the Hire Term a liquor license authorizing the Hirer to sell or supply liquor under the terms and conditions of the Liquor Licensing Act 1997 at this Event.

(cc) Sale of food and drink

The Hirer is permitted to sell or provide for sale, food and beverages to Participants of the Event.

(dd) Permits

The Hirer shall ensure where applicable, all vehicles entering the Park and/or the Hired Areas (including but not limited to those of the Hirer, the Hirer's Staff, Participants and members of the public) are aware that they must have prior approval from the Event Organiser.

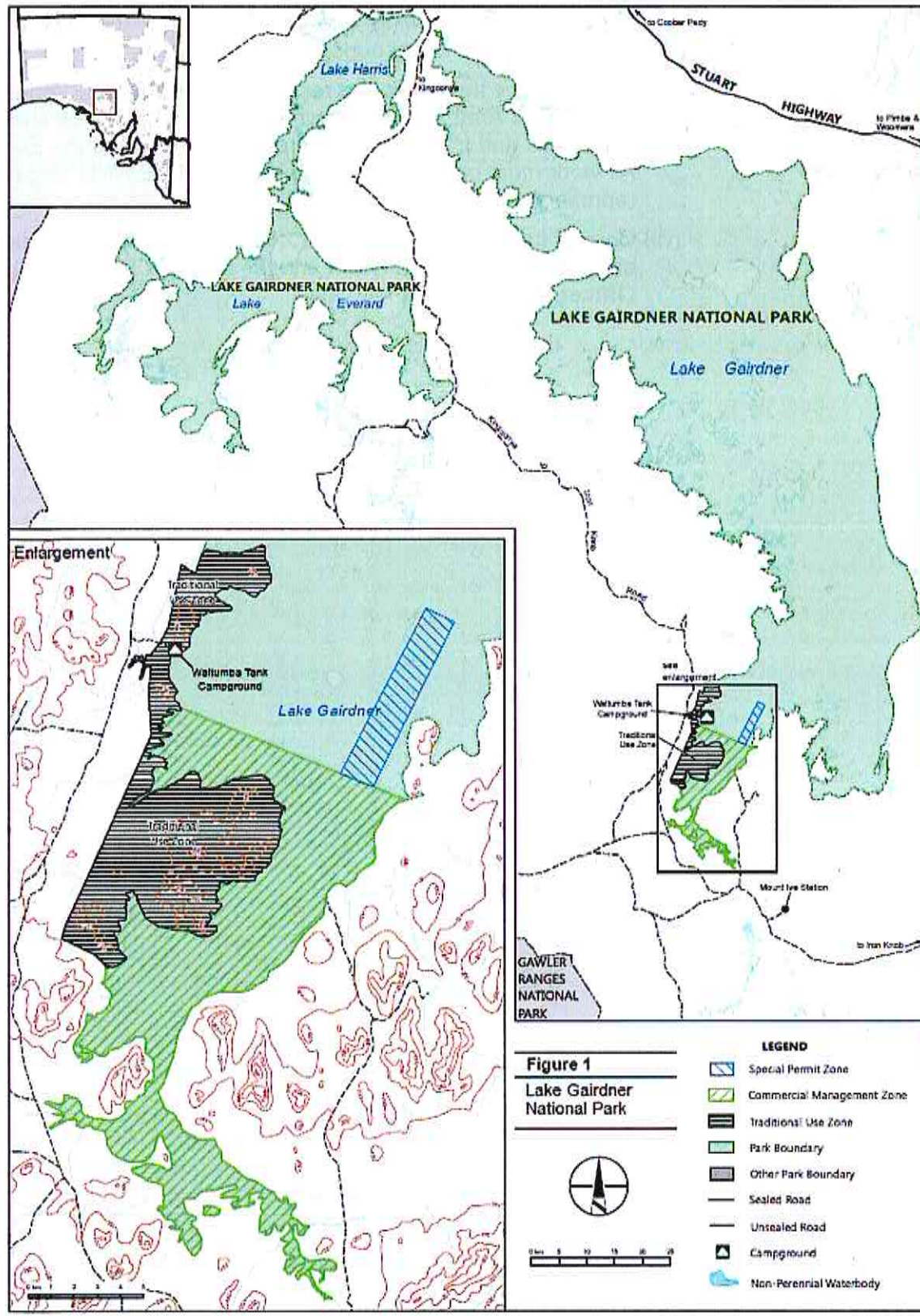
(ee) Park special conditions

The Hirer shall:

- (i) Ensure that when a TOTAL FIRE BAN is declared for the Park and the Park remains open (at the Board's discretion), ALL gas and solid fuel fires including BBQ's are not permitted to be used at the Event in the Park.
- (ii) Be responsible for the Participants safety and must advise them of any risks associated with use of the Park, the Hired Areas and the DEWNR authorised shared use tracks and trail network.
- (iii) Be responsible for liaising with council, park neighbours and other park users regarding notification of the upcoming Event, particularly in regional areas.

- (iv) If required by the Board, meet with the relevant Board representative prior to the commencement of the Event to undertake a pre Event audit of the Hired Area.
- (v) If required by the Board, meet with the relevant Board representative following the conclusion of the Event to undertake a post Event audit of the Hired Area.
- (vi) If required by the Board, be responsible for any work required to the Hired Area and the required DEWNR authorised shared use tracks and trails prior to the commencement of the Event. All work must be approved by the relevant DEWNR Regional representative.
- (vii) Contact the **DEWNR Regional Office** to advise of any updates or changes prior to the Event and the **DEWNR Regional Duty Officer** on the day of the Event.

ANNEXURE A
MAP OF PARK SHOWING HIRED AREAS TO BE USED FOR THE EVENT

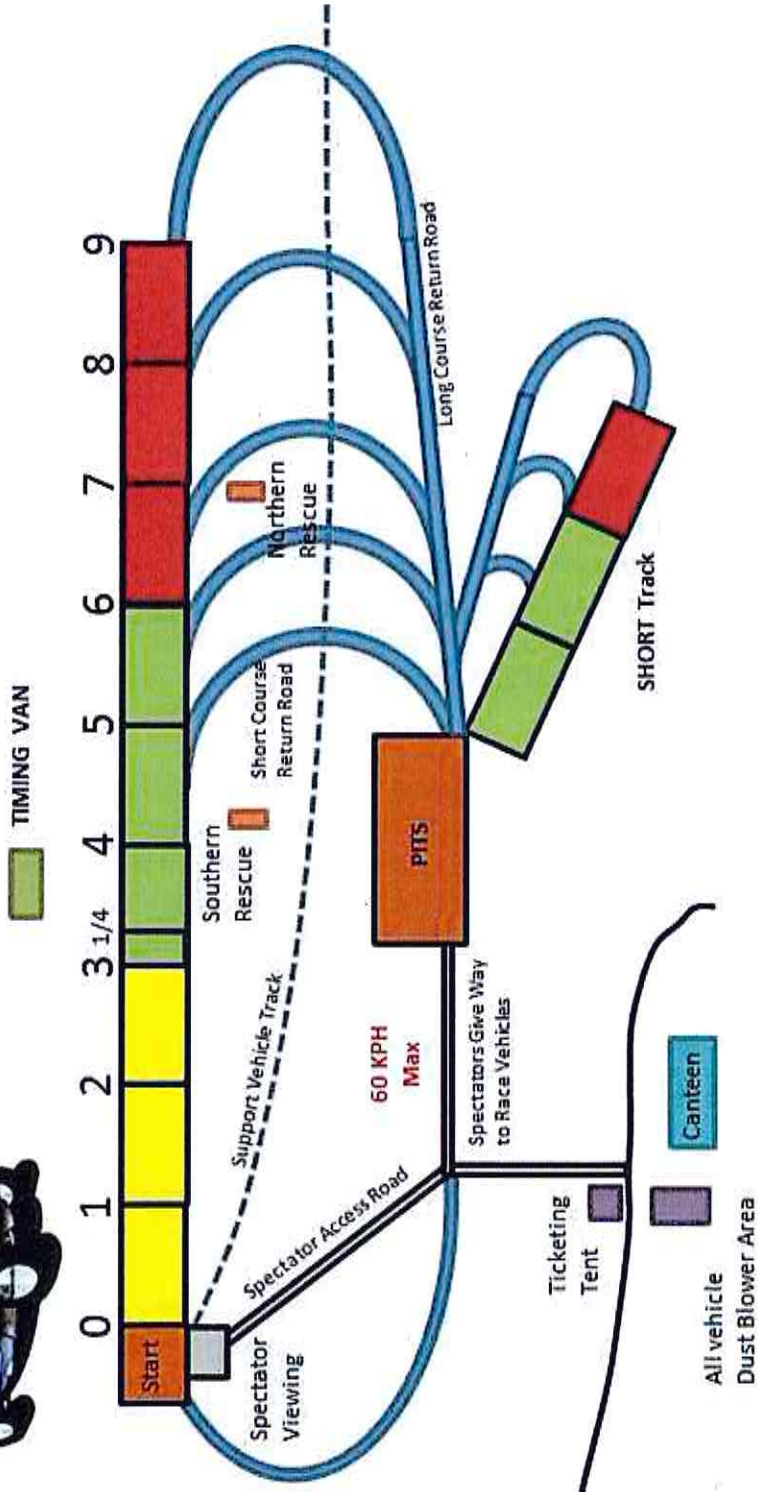


**ANNEXURE A
TRACK LAYOUT**



LAKE GAIRDNER -- TRACK LAYOUT

Note: Track Layout may vary due to Lake conditions



- Competition Vehicles ONLY
- Spectators vehicles permitted

- ALL VEHICLES MUST REMOVE DUST WHEN ENTERING THE LAKE AND REMOVE SALT WHEN LEAVING THE LAKE
- ALL VEHICLES ENTERING THE LAKE MUST HAVE A TARP TO PUT UNDER THEIR VEHICLES

ANNEXURE B

CODE OF CONDUCT AND CONDITIONS OF USE

Please show respect for the land and its people by following the code of conduct.

1. Stay on marked trails

Stay within the Hired Area and on the marked DEWNR authorised tracks and trails to minimise the likelihood of Participants becoming lost or injured or damaging the environment. Avoid taking short cuts and disturbing vegetation.

2. Clean footwear policy

All Participants of any Events are required to implement the "clean footwear policy" by arriving with clean footwear and, where possible, not traversing muddy ground where soil may accumulate on shoes.

3. Respect other users

Be respectful of other users of the trail and exercise care at all times. Ensure that all Participants are aware of the shared use of the Hired Area and the required DEWNR authorised tracks and trails being used for the Event and the public use of the Park. Ensure that all Participants are aware of the public nature of the Park and that they are representing the Event to the greater South Australian public and should be acting accordingly to other park users including possible residents, leasees, and other hirers.

4. Exclusion Zones

Ensure that all Participants are aware of any Exclusion Zones as notified by Monitors or the DEWNR Ranger in Charge and DEWNR Regional Representative (including but not limited to unauthorised areas, other hireable facilities, leased area, residential areas etc) that may exist within the Park or be located near the Event course and ensure the Event course will be designed as such to prevent Participants from entering these areas.

5. Remove your own Rubbish

This is a zero waste Event, participants and the Event Organiser are responsible for the collection and removal of their own rubbish. Do not litter along the trail or in the Park.

6. Prohibited Use

Domestic animals and pets are prohibited in Lake Gairdner National Park.

7. Environment

The Hirer, Hirer's Staff and Participants must not remove or permit to be removed, damage or permit to be damaged, any animal, bird, vegetation, plants, fruit or seeds from or on the Park. Ensure Participants are aware of the fragile nature of the Park and that all activities will be conducted to minimise damage to the environment.

8. Take care to keep creeks and rivers clean of debris and human waste

Creeks and streams along the Event route are in the catchment of key reservoirs or pass through residential areas. Do not go to the toilet within 100m of a watercourse.

9. Avoid toilet breaks away from toilet facilities

Participants are advised to use the toilets provided. However in an extreme emergency you are advised to choose a spot off the path and at least 100 metres from watercourses and to bury all faecal waste and paper as deep as possible, preferably at least 15 cm deep. Take all sanitary items out of the park with you and dispose of appropriately.

10. Permits

Where applicable, all vehicles entering the Park for the Event must display a valid permit to show that all entry and camping fees have been paid. Failure to display a permit may result in a fine.

11. Move quietly near wildlife

Animals can be easily panicked or take flight which may lead to injury or distress particularly at night.

12. Observe any fire restrictions

At the unlikely Event of a fire ban or other fire restrictions, please do not light fires. Restrict smoking to cleared areas at checkpoints (dispose of cigarette butts in bins).

Thank you for leaving the bush in its natural state for the enjoyment of others.

ANNEXURE C

MINIMUM TERMS AND CONDITIONS OF SUBLICENCE

TO THIRD PARTY SUBLICENSEES

The Hirer hereby grants to (the "Third Party Sublicensee"), with the consent of the Board, a sublicense to use that portion or those portions of the Hired Areas marked on the plan attached to this sublicense (the "Sublicensed Area") ondays, on the following terms and conditions:

1. In consideration of the grant by the Hirer of this sublicense, the Third Party Sublicensee shall pay a fee of , payable
2. The Third Party Sublicensee shall use the Sublicensed Area for the sole purpose of and for no other purpose.
3. The Third Party Sublicensee shall in using the Sublicensed Area abide by the terms of the Hire Agreement entered into between the Board and Hirer capable of relating or applying to the use of the Sublicensed Area, as if the Third Party Sublicensee was the Hirer and a party to that Hire Agreement.
4. The Third Party Sublicensee shall occupy and use the Sublicensed Area and have access to it at the risk of the Third Party Sublicensee in all things and the Third Party Sublicensee hereby releases to the fullest extent permitted by law the Hirer and its officers, agents, employees and contractors in the absence of any default or neglect or omission on their part, from all and any claims, demands and damage of every kind resulting from any loss of life, accident, injury to persons or loss of or damage to property whatsoever and howsoever occurring in, upon or in any way connected with the use of the Sublicensed Area by the Third Party Sublicensee, its employees, its agents, consultants, contractors, workers and invitees.
5. The Third Party Sublicensee shall indemnify and keep indemnified the Hirer from and against all claims, demands, actions, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever which the Hirer may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of any occurrence in, upon or about the Sublicensed Area or arising out of or in connection with the use by the Third Party Sublicensee of the Sublicensed Area or any part of it except to the extent that such loss of life, personal injury or loss of or damage to property is occasioned by any neglect, default or omission by the Hirer or any of its officers, agents, employees, workers or contractors.
6. The Third Party Sublicensee shall at its expense effect and maintain a policy of public risk and product liability insurance in relation to its use of the Sublicensed Area, with the Hirer's interest endorsed on it, to the extent of at least **FIFTY MILLION DOLLARS (\$50,000,000.00)** in respect of any one Event and in the aggregate for products liability in any one policy period.

7. The Third Party Sublicensee shall comply with the requirements of all laws, statutes, by-laws, regulations, rules and other forms of statutory instruments or delegation applicable to the use of the Sublicensed Area by the Third Party Sublicensee.
8. The Third Party Sublicensee shall indemnify and keep indemnified the Hirer from and against all claims, demands, actions, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever which the Hirer may incur or incurs in respect of or as a result of the Third Party Sublicensee's non-compliance with clause 5 of this sublicense.
9. The Hirer may terminate this sublicense immediately by written notice if any of the following Events occur:
 - (a) the Third Party Sublicensee commits or permits a breach of any of the terms and conditions set out in this sublicense and, following the giving by the Hirer of written notice of such breach, the Third Party Sublicensee fails to rectify such breach within the reasonable time specified in such notice;
 - (b) the Third Party Sublicensee commits or permits a further breach of any of the terms and conditions set out in this sublicense for which the Hirer has previously given notice pursuant to paragraph (a) of this clause 8;
 - (c) if the Third Party Sublicensee is a body corporate, the Third Party Sublicensee goes into liquidation, is wound up or dissolved or a receiver or manager or receiver and manager is appointed to any of the Third Party Sublicensee's assets;
 - (d) if the Third Party Sublicensee is an individual, the Third Party Sublicensee becomes bankrupt or is convicted of an indictable offence.
10. The Third Party Sublicensee shall, immediately upon the expiration or earlier termination of this sublicense, at its expense restore the Sublicensed Area to the condition the Sublicensed Area was in prior to the commencement of this sublicense to the reasonable satisfaction of the Hirer, and then deliver up possession of the Sublicensed Area to the Hirer.

