

I, (Print Full Name)

on behalf of (Print Name of Organisation)

(the "USER") being, of my own free will and desire, a user of the DECA Training facilities in being owned and operated by the Driver Education Centre of Australia Limited A.C.N. 98 006 347 397 ("DECA") of

Shepparton (the "SITE")
145 Wanganui Road, Shepparton, Victoria,

on the date/s specified:-

..... /

HEREBY AGREE not to bring any suit or action nor to make any claim or demand whatsoever against DECA for any personal injury (including death) or property damage I may suffer or incur as a consequence of my use of the DECA Training facilities and I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS DECA against any and all suits, actions, claims or demands which may be brought against DECA in my name or on my behalf as a result of any personal injury (including death) or property damage I may sustain or incur as a consequence or my use of the SITE and I INDEMNIFY AND HOLD HARMLESS DECA against any suit, action, claim, demand, cost or expense which may be brought or made against, or suffered or incurred by, DECA as a result of any negligent or wilful act or omission on my part during my use of the SITE.

Hirer

(Print Name) (Signature)

on behalf of: _____
(Organisation) (Date)

Witness

(Print Name) (Signature) (Date)

The following states the Terms and Conditions that all Hirers must adhere to when an application has been approved by DECA.

Applications take a minimum of 7-14 days to process.

It is the responsibility of the Hirer to comply with all of the Terms and Conditions.

1. General Requirements

- 1.1. Provide DECA with the following no later than 60 days prior to the hire date:
 - 1.1.1. A signed copy of this Terms and Conditions
 - 1.1.2. A signed copy of the Application Form
 - 1.1.3. Additional information requested from the Application Form
 - 1.1.4. Safety Plan for Events
 - 1.1.5. Public Liability Insurance Certificate of currency
 - 1.1.6. Personal Accident/Workers Compensation certificate
 - 1.1.7. Licences and permits as required from the Application Form
- 1.2. Full payment of Hire Fees and Security deposits are paid no later than 30 days prior to the hire date. (No refunds will be made in the event of cancellations occurring).
- 1.3. The Hirer shall use and occupy the site/facilities and any part thereof at its own risk and shall indemnify to the full extent permitted by law, DECA Training, its employees, agents, invitees, licensees and each of them against all liabilities whatsoever resulting from any accident, loss, damage or injury to the Hirer, its employees, agents, sub-contractors, invitees, licensees and /or permittees or to its or their property
- 1.4. The Hirer shall indemnify DECA Training and agrees to keep DECA Training always indemnified in respect to all loss, damage, consequential loss and damage, claims demands, actions and suits whatsoever, including but not limited to loss of profit directly or indirectly claimed by any person against DECA Training and legal fees, costs and charges which DECA Training may suffer or incur and all money which DECA Training may become liable to pay to any person in respect of or arising directly or indirectly out of any act default or omission on the part of the Hirer or its employees, servants, agents, invites, licensees and/or permittees.
- 1.5. The Hirer shall abide by the rule and regulations established by DECA Training regarding the use of the facilities and shall comply with all lawful directions of DECA Training.
- 1.6. The Hirer shall nominate at least, minimum, one designated person to be the point of contact at all times during the period of the hire.
- 1.7. All resources hired must be returned before departure.

2. Health and Safety

- 2.1. DECA Health and Safety Policy encourages responsibility in Health and Safety on all premises. Hirers are also to abide by this policy.
- 2.2. The Hirer is responsible to conduct a Risk assessment of the ground before each use of hire and ensure there is no risk to employees, contractors, members, volunteers, officials, spectators, members of the public and participants during the hiring of the site/facility.
- 2.3. The initial first assessment must have checked all site and facilities, ground equipment, ground surface, fencing etc. to ensure all the area is suitable for the purpose of hiring through a thorough Risk assessment with a DECA representative. Please book in advance.
- 2.4. It is the responsibility of the Hirer to ensure that all equipment used during the time of hire meets the Australian standards
- 2.5. It is the responsibility of the Hirer and NOT DECA, to compensate any person who is injured or results in death from faulty equipment, incorrect use of equipment and from not wearing appropriate safety equipment while using DECA hired site and facilities
- 2.6. It is the responsibility of the Hirer to make DECA aware of any issues on DECA site and facilities that foreseeable injury or death may occur
- 2.7. DECA is a 'DRY AREA' and NO ALCOHOL IS PERMITTED
- 2.8. Smoking is not permitted inside any buildings or enclosed areas and where there is designated no-smoking signage.

3. Site and Facilities & Cleaning

- 3.1. Use of site and facilities will be restricted to the date and time submitted on application (includes set up and clean up period).
- 3.2. Unlock and lock site and facilities including all gates
- 3.3. Water must be turned off prior to departure
- 3.4. Leave grounds & site and facilities clean, tidy & ensure all equipment is away and not left on the premises
- 3.5. Ensure all rubbish is in bins and additional rubbish has been removed.

- 3.6. At the end of hire period the premises will be free of all Hirers equipment and belongings
- 3.7. Repair or pay for the cost of any damaged caused by the Hirer to the facility / site
 - 3.7.1. Acts of vandalism should be reported immediately on to Graeme Press Ph:0418 300 450
- 3.8. Hirer will meet any cost incurred for breach of the terms and conditions
- 3.9. DECA reserves the right at anytime to withdraw approval given to any Hirer of DECA site and facilities
- 3.10. Hirer should decide whether the premises should be used for the Hirers purpose.
- 3.11. The Hirer should ring 03 5821 1099 to ensure the ground is open on the hire date.
- 3.12. All confetti and materials used for celebrations must be removed before you leave the premises

4. Roadways, Skid Pan and Circuit Facilities

- 4.1. Hirer will ensure that no more than two (2) vehicles are permitted on the Skid Pan at any one time.
- 4.2. When more than one vehicle is being used on the Skid Pan, both vehicles must be travelling in the same direction.
- 4.3. Vehicles must remain within the marked roadways (vehicles are not to travel onto the shoulders of the circuit)
- 4.4. All drivers must comply with traffic regulations.
- 4.5. The Back Track (Shepparton only) is not, not was it designed to be used as a Race Track Circuit. As such, it has been designated with adverse cambers and sharp corners necessitating great care be taken when driving. Speed Limit is strictly 80km/hr. This is NOT a high speed track. The Hirer will ensure that all persons using this area must abide to the speed limit.
- 4.6. The Hirer will ensure that multi-start events are not initiated. Multi-start events are NOT permitted.
- 4.7. A maximum of two cars at one time are permitted on the circuit, to be separated at all times by half a lap.

5. Grounds and Property

- 5.1. The Hirer shall not erect equipment, stakes into the ground or drive motor vehicles on the premises without prior approval from DECA
- 5.2. Site, facilities and ground markings should not be amended without prior approval from DECA
- 5.3. The Hirer will ensure all vehicles park in the designated parking area
- 5.4. The Hirer must notify DECA Training within 4 hours of damage to or theft of DECA property/equipment that have occurred during the period of the hire.

6. Policies, Public Liability & Indemnity

- 6.1. The Hirer in the case of a club, organisation, community event and non private function shall take out Public Liability and Indemnity of no LESS than 10million dollars unless other arrangements have been made.
 - 6.1.1. For a large events, DECA may request 20million dollars for Public Liability and Insurance
- 6.2. The Hirer must submit a Public Liability and Indemnity Certificate of Currency with the application form.
- 6.3. The Hirer shall at all times while using the site and facilities in this agreement, keep DECA indemnified against all claims, demands, actions & suits while the Hirer is using the site and site and facilities where an injury and or damage to any member of the public has occurred.
- 6.4. The Hirer shall comply with all notices, orders, by-laws, regulations and requirements of the DECA and any other governmental or public authority imposing any liability on the Hirer in respect of the use of site and facilities.
- 6.5. The Hirer shall not use the hired site/facility for anything other than the approved hire application activity.
- 6.6. All equipment owned by the Hirer is the responsibility of the Hirer and not DECA. The Hirer must ensure that all safety equipment for their specific sport / activity is adhered to the National standards and sport / activity code.
- 6.7. All Hirers must be able to produce an "on the spot" copy of their facility hire confirmation when requested by a DECA Officer or Law enforcement.
- 6.8. Ensure all participants have current driving licences with all appropriate endorsements, if required, and furthermore, that the participants' motor vehicles are roadworthy and registered and carry a minimum of third party insurance against any personal injury claims that may arise from the Hirer's activities.
- 6.9. The Hirer must indemnify DECA Training in respect of and pay any increase in DECA Training's Workcover premiums which may occur as a result of proven negligence on the part of the Hirer arising from the Hirer's involvement in any incident or accident occurrence or matter on the course of the Club/Organisation agreement to allow the Hirer to use the facilities.
- 6.10. The Hirer must notify DECA Training within 4 hours of all incidents/accidents and damage to property/equipment that have occurred on DECA premises during the period of the hire.
- 6.11. The Hirer must indemnify DECA Training against any cost or expense relating to the repair or replacement (at DECA's discretion) of the damaged property/equipment.

APPLICATION GENERAL INFORMATION

- 1) This completed application form must be received by DECA at least **8 weeks** prior to the event occurring. If the application is not received within this timeframe, they will generally not be accepted. DECA requires this advance notice to ensure that all permits can be applied for in time, the requested site/facility is suitable and available and there is adequate time available to advise the relevant authorities.

- 2) Applications will be assessed as soon as possible after receiving the fully completed application forms. Do not assume your event is approved until you receive written confirmation from DECA.

- 3) A site fee will be charged according to the size, scale, nature and location of the hiring and is for the use of the designated site only. A refundable bond against damage and litter will also be charged according to the size and impact of the event. Site fees will range between \$2,250.00 and \$5,000.00 + GST per day.

- 4) The bond will be refundable in whole or part, following an inspection after the event by appropriate DECA staff to determine compliance with DECA's pre set conditions. Bond's will range between \$500.00 and \$5,000.00

- 5) An application fee of \$100 will be charged for all applications. This fee is a non-refundable administration fee. Note this fee may be waived at the discretion of the Branch Manager.

- 6) A formal approval letter will be forwarded to you prior to the event, if approved by DECA. By accepting your application, DECA and the applicant automatically become bound by the Terms of Conditions and Indemnity Form included with this Application Form.

- 7) DECA reserves the right to determine and approve the number/length/space and location of all event applications. The DECA reserves the right to reject applications based on information provided in the application and that:
 - a) Will cause major inconvenience to permanent users of the requested facility
 - b) Will cause damage to the facility and grounds
 - c) Will be a noisy and general nuisance to the public and nearby residents.
 - d) At DECA's discretion for events that will not be of benefit to the Community

- 8) Refer to the Terms and Conditions for further requirements and information. The Terms and Conditions must be read, understood, signed and attached to this application.

- 9) Access time to the site/facility will be between the hours of 8:00am and 5:00pm daily.

- 10) DECA Training is a 'DRY AREA' and NO ALCOHOL IS PERMITTED on any sites.

- 11) If you have any problems or questions, please contact DECA Training.

- 12) Complete the following forms and forward to the site Branch Manager:
 DECA Training
 Branch Manager

<i>Altona North Branch</i> PO Box 1063 Altona Gate, VIC 3025 Ph: (03) 9318 0044	<i>Shepparton Branch</i> PO Box 1742 Shepparton, VIC 3632 Ph: (03) 5821 1099	<i>Carrum Downs Branch</i> PO Box 4036 Dandenong South, VIC 3164 Ph: (03) 9775 0196
<i>New Borough Branch</i> PO Box 327 Newborough, VIC 3825 Ph: (03) 5127 5474	<i>Sydney (all NSW sites)</i> PO Box 207 Quakers Hill, NSW 2763 Ph: (02) 9626 1600	<i>Hobart Branch</i> PO Box 824 Moonah, TAS 7009 Ph: (03) 6228 0600

APPLICATION

Please complete each section. If a category does not apply to your event please mark NOT APPLICABLE (N/A). Attach all other information if there is not enough room on this form.

CONTACT DETAILS:

Contact Name:		Phone:	
Organisation:		Fax:	
Postal Address:		Mobile Ph No. during hire:	
Website:		Email:	

PROPOSED HIRE DETAILS:

Name event/course:			
Date(s) of hire:		Alternative date(s):	
Location (site required):			
Timing of hire:	Start:		Finish:
Details of event/course:	<i>Attach an outline of the type of activities to be undertaken, i.e. Vehicle Release, Club Event, Driver Training, etc. (For Driver Training, please include names and qualifications of trainers) If this event is sanctioned and approved by a governing body (i.e. CAMS, AASA, etc.) please provide copies of all relevant paperwork.</i>		
Is this event being advertised for the public to attend? <input type="checkbox"/> Yes <input type="checkbox"/> No			

FINANCIAL IMPLICATIONS:

Is this a profit making venture or a community awareness campaign with monetary gain?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please indicate where profit will be directed and please indicate if it is part of a business enterprise. If it is part of a business enterprise, you must provide a copy of your Certificate of Registration of Business name and your ABN.</i>	
Will this hire/event be "sponsored"? <i>If yes, please provide details:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you charging an entry fee for this hire/event? <i>If yes please indicate how much you are charging \$</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

ESTIMATED ATTENDANCE & HOURS:

Estimated attendance of participants (per day):		Time/day when access is required to the site	
Estimate attendance of spectators (per day):		Time/day when you estimate you will vacate site:	
Hours during which event will be run:			

ACCESS BY MACHINERY & VEHICLES

If vehicle access to the proposed event site is required, describe the nature, size, and number of vehicles, number of vehicle movements and the purpose of access.
(Please attach details of the vehicle access corridor & vehicle locations):

TENTS/MARQUEES/STALLS

Do you propose to erect tents, marquees or stalls?

If yes, please indicate how many, and where you wish to put them.

Yes No

PARKING

Do you require parking areas on site? *If yes, please provide details below:*

Yes No

ADVERTISING SIGNS

Is outdoor advertising planned to be erected on the site?

If yes, please provide details below (number/size, qty, how long prior to event required):

NOTE: Signs must be removed immediately after the event

Yes No

SALE OF FOOD

Is it proposed to sell food at the event?

If yes, provide details below and attach all food permits and licences.

Yes No

NOISE

Note: All noise must comply with EPA requirements at all times

Will there be a public address system used? *If yes, please provide details below.*

Yes No

Times PA is proposed to be used: From: To:

Number of speakers to be used: Location of speakers:

Will there be musical performances? *If yes, please provide details below.*

Yes No

What type of musical performance is proposed?

Number of speakers/sounds, power level
(e.g.: 240 watt speakers)

Proposed performance times:

Duration of performance: From: To:

POWER

Do you require use of DECA's power supply (where available)?

If Yes: If available, power at DECA facilities can be made available, at a charge, to events. All power connections must be undertaken by a qualified electrician. Please list power requirements:

Yes No

WASTE MANAGEMENT & CLEANING (for Site Event hire)

Do you have a cleaning management strategy in place to ensure the event site is clear of waste following the event? *Provide details, a plan must be in place xxx days prior to the event.* Yes No

Do you require any additional rubbish bins to be supplied by the DECA? *If yes, how many and where?* Yes No

AMENITIES (for Site Event hire)

Do you require use of DECA's toilet blocks? Yes No

Do you intend to supply any other portable toilet facilities for the event? *If yes, how many? Please indicate the proposed location of portable toilets* Yes No

ADDITIONAL RESOURCES AVAILABLE

For all Additional Resources, there may be additional costs if these are required:

Witches Hats	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number Required:
Barbeque Facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of days required:
Skid Pan Sprinklers	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of days required:
Coffee & Tea Making Facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of days required:
Canteen (<i>Shepparton only</i>)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of days required:
Training Room	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number of days required: Maximum Seating Capacity:

*Note: Missing or damaged hats will be charged for at \$10.00 per hat
Damaged sprinklers will be charges at the cost of repair.*

TRAFFIC MANAGEMENT & VENUE SETUP/TEAR DOWN (for site Event hire)

Provide details of the management of set up and tear of the event.
(Include details of when the equipment etc will be brought in/taken away, When will this happen, etc)

Provide plans for the traffic management for the arrival/departure of spectators/participants/public etc?
Provide details:

CURRENT INSURANCE COVER

Assets: I/We agree that DECA will not be responsible for any equipment or other assets brought on site by the hirer, visitors or participants to this event. Yes No

CURRENT INSURANCE COVER

Liabilities: Your organisation must produce a current Public Liability Policy (certificate of currency) held with an acceptable insurance company with a minimum cover of \$20 million indemnity. A copy of the certificate of currency must be provided to DECA at least 21 days prior to the date of the event, following application confirmation. The event will not be permitted to commence without such a policy in place. DECA will not be responsible for public liability for the event.

We agree to the above Liabilities statement.

Yes No

A copy of the Certificate of Currency for Public Liability Insurance is attached.

Yes No

Personal Accident/Workers Compensation: The event organiser is responsible to ensure that all parties involved in the organisation of the event have suitable insurance cover. DECA will not be responsible for any personal injury to event personnel and required indemnification from the event organiser should claims be made against DECA.

We agree to the above Personal Accident/Workers Compensation statement.

Yes No

A copy of the Personal Accident/Workers Compensation certificate has been supplied.

Yes No

CHECKLIST***The following has been completed for this application:***

- | | |
|---|---|
| <input type="checkbox"/> Contact details | <input type="checkbox"/> Power |
| <input type="checkbox"/> Proposed hire details | <input type="checkbox"/> Amusement devices/scaffolding, view stands & stages, & fireworks |
| <input type="checkbox"/> Financial implications | <input type="checkbox"/> Safety procedures |
| <input type="checkbox"/> Estimated attendance & hours | <input type="checkbox"/> Security information |
| <input type="checkbox"/> Access by machinery & vehicles | <input type="checkbox"/> Financial information |
| <input type="checkbox"/> Tents/marquees/stalls | <input type="checkbox"/> Waste management plan |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Amenities required |
| <input type="checkbox"/> Transport | <input type="checkbox"/> Additional Resources |
| <input type="checkbox"/> Advertising signage | <input type="checkbox"/> Traffic management & venue setup/tear down |
| <input type="checkbox"/> Sale of food | <input type="checkbox"/> Current Insurance cover |
| <input type="checkbox"/> Noise | |

The following has been attached for this application:

- Additional information if requested attached
- Licences and permits required
- Risk Assessment undertaken on the Facility
- Safety Plan for the Event
- Public Liability Insurance Certificate of currency
- Personal Accident/Workers Compensation certificate
- Signed Terms and Conditions
- Indemnity Form

The following has been understood

- I understand the application can take up to 10 working days to be processed
- Terms & Conditions
- Indemnity Form

SIGN AGREEMENT

I CERTIFY THAT THE FOREGOING INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND UNDERTAKE TO ADVISE DECA SHOULD THERE BE ANY ALTERATIONS OR ADDITIONS TO THE INFORMATION SUPPLIED.

Hirer_____
(Print Name)_____
(Signature)On Behalf of: _____
(Organisation)_____
(Date)**Witness**_____
(Print Name)_____
(Signature)_____
(Date)