

HIRE CONTRACT

Application is made by the person or entity named in the application form below (the "Hirer") for a quotation to hire from TMP Limited ("TMP") the facilities applied for (the "Facilities").

Applicant's full name	
Company/Society N ^o .	
Postal Address	
Registered Office/Principal Place of Business	
Title of Duly Authorised Employee or Officer	
Employee's/Officer's Address	
Name and Type of Event/Hire	
Contact/email	
Date(s)	
Number of Expected Entrants	
Number of Expected Spectators	

SAMPLE

General

1. A separate application form is to be used for each hire. Multiple hires may not be applied for using one application form.
2. The application must clearly disclose the full name and address of the Hirer along with the name, address and contact details of the employee or officer of the Hirer (if an incorporated entity) who has the delegated authority of the Hirer to make the application and bind the Hirer. Bookings may not be made on behalf of undisclosed nominees nor may any hire be transferred to any person.
3. Subject to the Hirer's acceptance of any additional terms required by TMP, no contract between TMP and Hirer for the hire of the Facilities will come into existence unless and until TMP in its absolute discretion accepts the application form below by signing and returning a copy to the Hirer.
4. Upon acceptance by TMP of the Hirer's application form and the Hirer's acceptance in writing of any additional terms set out in TMP's acceptance of the Hirer's application, a contract between TMP and the Hirer will come into existence upon and subject to the Terms & Conditions of Hire attached to this application form and any additional terms set out in TMP's acceptance, to the exclusion of any terms or conditions set out in the Hirer's purchase order or other terms of trade.
5. Notwithstanding its acceptance of the Hirer's application form, the contract for the hire of Facilities will be conditional upon the Hirer satisfying the Terms & Conditions of Hire attached to this application form and any additional terms set out in TMP's acceptance of the application form. If any of those terms or conditions are not complied with by the due date therefor, TMP shall be entitled to terminate the Hirer's contract by giving written notice to the Hirer (which notice may be given at any time) and in addition and without prejudice to its other available rights and remedies, any deposit paid by the Hirer may at TMP's discretion be retained by TMP as liquidated damages being the parties' genuine estimate of TMP's costs and losses likely to be suffered or incurred by the Hirer's failure to comply with such terms and conditions.
6. Taupo Car Club Inc. ("TCC") has available for hire event management equipment and personnel. All applications to hire TCC's equipment and personnel for the management of the Hirer's event to be made to TMP in the first instance. TMP will liaise with TCC and reserves the right to sub-contract to TCC the hire of that equipment and those personnel. In no circumstances is any application to hire any Facilities of TMP to be made to TCC and no TCC event (being the events that TCC is entitled to hold at Bruce McLaren Motorsport Park under its arrangements with TMP) is to be co-promoted by or shared with a Hirer.

Is the hire for a Competition or Event requiring an organising permit from the relevant governing body (Yes/No)?, if yes permit number to be supplied * See General Notes 9 and 10 below and the General Rules for Hirers of Bruce McLaren Motorsport Park at bruceclarenmotorsportpark.com		If Yes, which governing body: _____ Permit N ^o . _____
Has Hirer completed a current event Health & Safety plan? (Yes/No)		
A copy of the Hirer's insurance cover for the event is attached/will be supplied		
Signed by/for and on behalf of the applicant by:	I hereby confirm that the details set out above are true and correct, that I have the applicant's delegated authority to sign this application on its behalf and if this application is accepted by TMP to bind it to the contract for the Hire of the Facilities set out above: _____ Signature _____ Name/Title _____ Date	

Accepted by TMP Limited:			
	Signature		
	Name/Title		
	Date		

\$	plus GST of \$	(Total \$	incl. GST)
\$	to be paid by:		
\$	to be paid by:		
\$	to be paid by:		
Other			

General Notes

1. All hire fees must be paid in full prior to an event or hire unless otherwise arranged in writing with TMP.
2. Access to the Pit/Paddock Area is available from 08:00 until 17:00 on the day of hire. Access at other times may incur an additional fee. Access to each track is from 09:30 until 16:30 only, unless otherwise arranged.
3. Security is recommended on the paddock entry gate for the duration of the hire. If this is not done by the Hirer's personnel (details to be provided and approved by TMP in advance) it must be carried out by licensed security guards approved by TMP. TMP can supply a quote on request
4. The Hirer is reminded that TMP retains all catering and commercial rights to Bruce McLaren Motorsport Park and each Facility. No unauthorised commercial operators will be permitted access.
5. Unless the hire is for an event with an organising permit issued by the relevant governing body and each entrant and driver has signed the governing body's approved entry form, every person using the circuit, whether driver, rider or passenger, must sign the TMP indemnity form attached to this application prior to going on to the racing track. All Hirer personnel must comply with all rules of TMP in force from time to time.
6. Only concrete blocks or water containers can be used to secure easy ups, marquees or other shelters of any kind on the sealed pit/paddock area. A repair fee of \$50 incl. GST will be charged to the Hirer for each peg hole made in the seal during the time of the hire.
7. A garage cleaning fee may be added to each garage booking unless reasonably cleaned by user at the completion of use.
8. The Hirer will at all time observe TMP's rules in force from time to time including such further rules as may be advised as part of any contract for the hire of Facilities or made orally or in writing by any TMP personnel.
9. Hire of the Track(s) and other Facilities applied for does not entitle the Hirer to allow members of the public to enter Bruce McLaren Motorsport Park and watch the Hirer's Event and TMP has the sole right (to the exclusion of the Hirer and any of its participants/entrant) to allow members of the public to enter Bruce McLaren Motorsport Park at all times. If the Hirer wants to allow spectators to enter for the Event (whether the Hirer intends to charge them or not), that right must be separately applied for by completing the box "Number of Expected Spectators" on page 1 above and depending on the nature of the Event, an additional charge will apply. Depending on the type of Event applied for, TMP may also require that security, car-parking, crowd control and public medical personnel be retained in respect of the spectators at the Event. If the Hirer does not intend for there to be spectators for the Event, TMP reserves the right to employ temporary security personnel at the Hirer's expense to control access to an entry gate to Bruce McLaren Motorsport Park for the duration of the Event at the Hirer's expense.
10. The Hirer may not grant to any person any catering, hospitality, signage, sponsorship, broadcast or merchandise-concession rights of any kind in respect of the Hirer's Event and no sign, flag, banner, decal or other display of sponsorship or commercial association may be erected at Bruce McLaren Motorsport Park without first applying to TMP for the licence to do so. Depending on the nature of the Event, an additional charge will apply.

Terms and Conditions of Hire

1. All application for Facility Hire shall be deemed to be an offer to hire the circuit and facilities requested by the Hirer which TMP may, in its absolute discretion, accept or decline.

The Hire

2. If TMP in accordance with Clause 1 of these terms and conditions accepts the Hirer's offer to hire, TMP grants to the Hirer and the Hirer takes, upon and subject to these terms and conditions:
 - (a) an exclusive right and licence to occupy and/or use and enjoy the Facilities for the Hirer's Activity;
 - (b) for the Period of Hire;
 - (c) at the Hire Fee;
 - (d) together with the non-exclusive right to enter and cross-over TMP's other land and facilities providing access to the Facilities.

Licence/Right to Use Facilities for Hirer's Activity Only

3. The Hire shall relate to the Facilities and the Hirer's Activity only and TMP shall at all times be entitled to use, occupy and deal with the remainder of McLaren Motorsport Park without reference to the Hirer. The Hirer shall have no rights to occupy and/or use or enjoy any Track, car park, suite, garage, right, concession, system, room or equipment other than those specifically hired by the Hirer. The Hirer shall have no right to occupy and/or use or enjoy any Facility for any purpose other than the Hirer's Activity as described this agreement and in association with TMP's rules.
4. TMP is entitled to enter any Facility at any time (without notice) to inspect or to carry out any work. Such access and works shall be carried out without undue interference to the Hirer's enjoyment of the facility.

Competitions and Events

5. Where the Hirer uses a Track or Facility for a Competition or Event, the Hirer shall before commencement of the Period of Hire, at its own expense in all respects, procure an organising permit or equivalent written sanction or authorisation for such Competition or Event from the Governing Body and shall promptly on request from TMP supply to TMP a copy of the permit, sanction or authorisation. It shall be a condition of the Hire that the Hirer comply with, and throughout the Period of Hire continue to comply with, the terms of such permit, sanction or authorisation and the other rules of the Governing Body applying to the Competition or Event whether the rule, permit, sanction or authorisation relates to all the Facilities hired by the Hirer or not.

Indemnity and Limitation of Liability

6. The Hirer agrees to irrevocably indemnify and save harmless TMP from and against all and any costs, claims, losses or damages suffered or incurred directly or indirectly or as a result or consequence of any claim made or proceedings threatened or commenced by any person, firm, or other entity whomsoever or whatsoever arising out of the Hire or from any cancellation of the Hire and whether resulting from any act or omission on the part of TMP or not. If the Hirer is an individual, the Hirer agrees that the indemnity and save harmless provisions set out in this clause 6 shall bind the Hirer's personal representatives and assignees, and the trustees and the executors or administrators of the Hirer.
7. Except where the Hirer uses a Track for a Competition or Event, the Hirer shall procure the execution of a Driver, Rider and Passenger Waiver and Indemnity in the form prescribed by TMP by each driver or rider of, and passenger in or on, vehicles using a Track. The Hirer shall deliver to TMP each such Waiver and Indemnity prior to the driver, rider or passenger entering a Track.

8. The Hirer shall put in place and maintain such measures as TMP may reasonably require allowing access to Restricted Areas to only those of the Hirer's invitees who have, before being given access, signed the Restricted Areas Waiver and Indemnity in the form prescribed by TMP. The Hirer shall remain responsible for ensuring the compliance by all such invitees with all TMP's rules for Restricted Areas in force from time to time and to remove any person who breaks any of those rules or who while in a Restricted Area, fails to comply with any reasonable request by TMP.
9. TMP's liability of any kind (including interest and costs) to the Hirer concerning the hire of the Facilities, or any cancellation of such hire in accordance with clause 16 or 27, shall always be limited to either that proportion of the Hirer's total costs, losses or damages for which TMP is directly responsible or the Hire Fee (or such proportion thereof as has been paid to TMP) whichever is the lower. For the avoidance of doubt, in determining proportionality of costs, losses or damages suffered or incurred, account shall be taken of any costs, losses or damages that are reasonably attributable to any third party. In no circumstances, shall TMP be liable to the Hirer for indirect, special, exemplary, punitive or consequential costs, losses, or damages whatsoever (including loss of profits) even if TMP has been advised of, knew, or should have known of, the possibility of such costs, losses or damages.
10. TMP reserves the right at any time as a condition of granting the Hirer access to the facilities, to require the Hirer to effect and maintain liability insurance (including in respect of the Hirer's indemnity set out in this clause 5) with an underwriter to a level and on terms specified by TMP in its absolute direction.

Fees

11. The Hirer must pay TMP the Deposit specified by TMP and the Hirer must pay the Balance of the Hire Fee set out in Item 6 of the First Schedule without deduction or set-off of any kind (time being of the essence) on the Due Date for payment of the Balance of the Hire Fee.
12. TMP reserves the right to require, prior to commencement of the Period of Hire, payment of a bond or lodgment of a security to the value specified by TMP and TMP shall be entitled to set-off and deduct from such bond or security all and any amounts owing by the Hirer to TMP.
13. Failure to pay the fees or other moneys on the due date shall be a breach of an essential term of the contract for the hire of Facilities going to the essence of the Hirer's obligations under the Hire. The Hirer shall compensate TMP and TMP shall be entitled to recover damages from the Hirer for such breach. Such entitlement shall continue notwithstanding any determination of the Hire and shall be in addition to any other right or remedy which TMP may have.

Catering

14. Except where the Hirer has been granted a catering concession pursuant to the Hire, the Hirer shall use the services of the caterer to whom TMP has let the catering concession for the Facilities for all the Hirer's catering requirements. The Hirer shall not sell or provide any food or beverages or any other items for which TMP's caterer has the sole right to supply in respect of the Facilities or undertake any of the services for which the caterer has been granted a concession by TMP.
15. The Hirer will be responsible to make its own arrangements with TMP's caterer and TMP shall be under no liability for any loss or matter however it may arise in connection with any such catering. The Hirer may appoint an agent to act on the Hirer's behalf in respect of the Hirer's dealing with the caterer.

Hirer's Activity Only

16. The Hirer shall not use or permit a Facility or any part of a Facility to be used for any use other than for the Hirer's Activity.

Care of Property

17. In the course of using the Facilities, the Hirer must:
 - (a) Keep all Track surfaces, and all barriers, sand traps, run-off areas, fence gates, kerbs, marshal-posts and other Track facilities in the same clean, order, repair, and condition as they were at the commencement of the Period of Hire; and
 - (b) Keep all fixtures and fittings in each pit garage, suite or room hired by the Hirer in the same clean, order, repair, and condition as they were at the commencement of the Period of Hire (TMP arranging for general cleaning after conclusion of the Period of Hire, the cost of such cleaning being for the account of the Hirer to be paid not later 3 days after TMP invoices the Hirer for such cleaning);
 - (c) Keep all systems and equipment hired by the Hirer in the same order, repair, and condition as they were at the commencement of the Period of Hire (TMP arranging for all repairs after conclusion of the Period of Hire, the cost of such repairs being for the account of the Hirer to be paid not later 14 days after TMP invoices the Hirer for such cleaning);
 - (d) Pay the outgoings and charges incurred by the Hirer in respect of the Hirer's use of the Facilities such as (without limitation) cleaning, rubbish collection, repairs, telephone and data network charges;
 - (e) Take all reasonable precautions to prevent damage to or loss of the Hirer's invitees' property, TMP's property, or the property of any third party or other users of, or other persons at, TMP's facilities during the Period of Hire.

Compliance

18. The Hirer agrees to conform with the Rules of Bruce McLaren Motorsport Park prescribed by TMP from time to time and in addition, the Hirer shall at all times comply with the following:
 - (a) Where the Hirer is conducting a Competition or Event governed by a Governing Body, all the rules, codes, and regulations issued or administered by such Governing Body relevant to the Competition or Event being held including the conditions to the organising or sanctioning permit or permits issued in respect of, and the directions of any steward or other official appointed by the Governing Body to supervise, the Competition or Event;
 - (b) So far as the same apply to the Hirer's use of Facilities, licences and homologations held by TMP from Governing Bodies in respect of the Facilities;
 - (c) The requirements of the Health and Safety at Work Act 2015 (the Hirer acknowledging and agreeing that the Hirer's principal officer, employee, agent or contractor controlling the Hire shall, at all times during the Period of Hire be the person in control of a place of work as that expression is defined in the Health and Safety at Work Act 2015);
 - (d) All and any other laws, regulations, ordinances or codes applying to the Hirer's use of the Facilities and promotion and marketing of the Hirer's activities in respect of the Facilities;
19. The requirements of all resource consents granted in respect of the Facilities;
 - (a) The security policies, the policies relating to fire precautions and emergency evacuations, and the smoke-free policies prescribed by TMP from time to time;
 - (b) All applicable rules, regulations, standards and legislation applying to carriage and storage of hazardous goods (including fuels and lubricants) applying to the Facilities from time to time;
 - (c) All directions and requests for information from any Police officer, and officer, inspector or representative of any government, local or territorial authority or agency having, or appearing to have, authority to act in respect of the Facilities; and

- (d) All requests made by TMP.

Restrictions on Use of Facilities

20. The Hirer shall not:
- (a) Bring upon or store within any Facility nor allow to be brought upon or stored within any Facility any machinery, goods or things of an offensive, noxious, illegal or dangerous nature, or of such weight, size or shape as is likely to cause damage to any building or any surfaced area;
 - (b) Use any Facility or allow any Facility to be used for any noxious, illegal, or offensive trade, business or activity; or
 - (c) Allow any act or thing to be done which may be or grow to be a nuisance, disturbance, or annoyance to TMP, other hirers or tenants, or neighbours, of Bruce McLaren Motorsport Park, or any other person, and generally the Hirer shall conduct the Hirer's activities in a clean and orderly manner free from damage, nuisance, disturbance, or annoyance to any such persons;
 - (d) Except where the visual broadcast right is specifically hired by the Licensee, use a Facility, or permit a Facility to be used, for the purposes of any television broadcast or recording of any kind without the prior consent of TMP (provided that this shall not prevent bona fide taking of photographs and filming for private and amateur purposes).
21. The Hirer shall be responsible for the conduct of all the Hirer's invitees and shall ensure that they comply with the reasonable directions of TMP.

Signage

22. Except where signage rights are specifically included in the Hire, the Hirer shall not affix, paint, or exhibit, or permit to be affixed, painted, or exhibited, any name, sign, name-plate, signboard, or advertisement of any description within, on or to Bruce McLaren Motorsport Park without the prior approval in writing of TMP. If approved, the signage shall be secured in a substantial and proper manner so as not to cause any damage to any Facility or any person and the Hirer shall at the end or sooner determination of the term remove the signage and make good any damage occasioned thereby.

Additions and Alterations

23. The Hirer shall neither make nor allow to be made any alterations or additions to any part of a Facility or install any electrical or mechanical device without first obtaining the written consent of TMP for that purpose. The granting of any consent is entirely at the discretion of TMP and it may impose any terms or conditions on the granting of that consent.
24. Notwithstanding any consent, TMP may direct that the Facility be returned to its original state or any electrical or mechanical device removed so as to abate any nuisance or non-compliance with these terms and conditions.

Defects

25. The Hirer shall give to TMP prompt notice of any damage to or defect in a Facility of which the Hirer may be aware.

Neglect of Other Hirers

26. TMP shall not be responsible to the Hirer for any act of default or neglect of any other hirer of Bruce McLaren Motorsport Park or their Invitees.

Change of Date

27. If after entering the contract for hire of Facilities, the Facilities are required by TMP for another event or shall require urgent maintenance or upgrading or be destroyed or damaged before the Period of Hire so as to render the same unusable during the Period of Hire, then TMP shall use its best endeavours to notify the Hirer within 14 days of it becoming aware of the requirement and propose an alternative Period of Hire for acceptance by the Hirer. If the Hirer declines to accept TMP's proposal, TMP will cancel the Hirer's contract for hire of Facilities and refund the Hire Fee paid by the Hirer as at the date of cancellation.

Force Majeure

28. TMP is excused from performing its obligations in respect of the Hire to the extent it is prevented from doing so because of an event amounting to Force Majeure.
29. If TMP wishes to claim the benefit of a Force Majeure event, it will give the Hirer prompt written notice of the event specifying the effect on the Hire. Its obligations will resume on the cessation of the Force Majeure event and the parties shall negotiate in good faith any adjustments required to take account of the event of Force Majeure.

Termination

30. Without limiting clause 27 above, if the Hirer:
- (a) Fails to pay any money due and owing to TMP on the due date for payment thereof; or
 - (b) Breaches any term or condition of the Hire which is incapable of remedy; or
 - (c) Fails to remedy any breach of, or fails to properly or promptly perform any of the Hirer's obligations under, these terms and conditions in accordance with a notice specifying the breach or failure and requiring its remedy or performance;
- then TMP may (at its discretion) terminate the Hire immediately without notice but without prejudice to its other rights and remedies and the Hirer shall immediately return to TMP any entry passes or cards supplied to the Hirer.
31. No termination of the Hire in whole or part shall affect the Hirer's liability to pay any moneys payable in respect of the Hire. In addition to any other remedies available to TMP, the Hirer shall be liable to TMP for the amount of any:
- (a) Costs and expenses incurred by TMP;
 - (b) Decrease in the amount of any hire fees received by TMP from any other hirer of a facility at Bruce McLaren Motorsport Park; or
 - (c) Loss or damages suffered by TMP; as a result or consequence of the termination.

32. The Hirer shall compensate TMP and TMP shall be entitled to recover damages for any loss or damage suffered by reason of any acts or omissions of the Hirer constituting a repudiation of the Hire or the Hirer's obligations under these terms and conditions. Such entitlement shall subsist notwithstanding any determination of the Hire and shall be in addition to any other right or remedy which TMP may have.

No Representations by TMP

33. The Hirer is deemed to have inspected Bruce McLaren Motorsport Park and to have become adequately acquainted with those parts of Bruce McLaren Motorsport Park the subject of the Hire.

34. The Hirer acknowledges that TMP has made no representation concerning the adequacy or appropriateness of the Facilities for the Hire's purposes or the Hire's Activity. The Hirer may not assign or transfer the Hire's interest in the Hire, and except where any rights or concessions are specifically hired by the Hirer, sub-licence or otherwise grant any other person, firm or other entity any rights in respect of such Facilities without TMP's prior written consent.
35. Where any rights or concessions are specifically hired by the Hirer, the Hirer shall promptly on request made by TMP, disclose to TMP the third parties to whom or which the Hirer intends to grant a right or concession and the Hirer agrees to not grant any right or concession to any person, firm or other entity to whom or which TMP objects on reasonable grounds.
36. TMP will not unreasonably withhold consent to a sub-licence to a respectable, responsible, fit, solvent, and suitable person.
37. The Hirer must pay all costs (including solicitor's costs) in connection with all activities relating to such consent (whether or not given).
38. The Hirer must, if so required by TMP, procure the execution by such sub- licensee of an agreement with TMP (to be prepared by TMP at the Hire's expense). The agreement shall require the sub- licensee to observe and perform all the terms of the Hire. The agreement shall not release the Hirer from the Hire's obligations or the Hire's liability.

Disputes

39. The parties agree that if there is a dispute between them which has not been resolved within one month of the dispute arising, either party may issue a notice to the other requiring the dispute to be referred to arbitration to be conducted in accordance with the Arbitration Act 1996 by a single arbitrator appointed by the parties or if they cannot agree on the arbitrator, the President for the time being of the Wellington District Law Society.
40. Pending reference to arbitration and thereafter until the arbitrator's decision is known, the parties shall continue to perform all their obligations under the Hire except any obligation which is the subject of the dispute.

Waiver

41. No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.

Notices

42. Any notice required to be given to a party in respect of the Hire must be in writing and delivered personally to the other party or be posted to the party to whom it is to be given at the party's address and facsimile number.
43. A notice sent by pre-paid post will be deemed to have been received the next Business Day after posting. If sent by facsimile, it will be deemed to have been received on receipt by the sender of a confirmation slip or other confirmation of transmission, provided that the onus of proving receipt by the other party shall be on the sender.

Governing Law

44. The Hire shall be governed by and construed in accordance with the laws of New Zealand and the Hirer submits to the exclusive jurisdiction of the Courts of New Zealand.

Survival

45. The rights and obligations of the parties which, by their Hire, remain in effect beyond such expiry or termination until fulfilled and apply to the Hire's personal representatives and assignees, and the trustees, executors or administrators of the Hire.

Costs

46. The Hirer shall pay TMP's legal costs (as between solicitor and client) of and incidental to the enforcement or attempted enforcement of TMP's rights, remedies and powers under these terms and conditions.

47. Definitions

- (a) Where a word or term is defined in these terms and conditions, all capitalised uses of that word or term shall bear the defined meaning unless otherwise stated.

- (b) The following expressions shall have the meanings set out:

"Business Day" means a day on which banks are open for business in Taupo;

"Competition" means a motorsport competition in which a vehicle takes part which has a competitive nature or is given a competitive nature by the publication of results;

"Event" means a single competition with its own results in which vehicle takes part, which has a competitive nature or is given a competitive nature by the issue of such results and includes (but not by way of limitation) a race, sprint, motorkhana, trial and record attempt;

"Facility" means the facility or facilities indicated on the official map of Bruce McLaren Motorsport Park as at the commencement of the Hire Period which are hired by the Hirer and (as the context may require) includes a Track;

"Force Majeure" means any event beyond the reasonable control of the party claiming the existence of an event of force majeure including without limitation any strike or lock out;

"Governing Body" means a body that governs, or purports or holds itself out as entitled to govern, a Competition or Event;

"Hire" includes the Hire's officers, employees, agents, contractors, organisers, officials, competitors, support crew, and invitees;

"Hire's Activity" means the activity for which the Hire is made together with any limitations and restrictions specified in writing by TMP from time to time whether generally or specific to the Hire or these terms and conditions;

"Invitee" includes a client, guest, assistant, officer, employee, competitor, spectator and member of the public where authorised or permitted by the Hire to attend, compete in, help organise, or watch, any activity organised by the Hire;

"Restricted Area" means an area marked Restricted Area on the official map of Bruce McLaren Motorsport Park; and

"TMP" means TMP Limited and its officers, employees, agents and contractors.