



CONDITIONS OF HIRE - CANCELLATION POLICY

The hire fee shall be paid as follows:

1.
 - (i) **For Manufacturers and Promoters**
 - (A) A non-refundable 10% deposit of the hire fee shall be paid within 30 days after making the circuit booking and
 - (B) The balance shall be paid no later than 30 days prior to the date of event.
 - (ii) **For Motorcycle Clubs:**
 - (A) A non-refundable 10% deposit of the hire fee shall be paid within 30 days after making the circuit booking; and
 - (B) The balance shall be paid no later than 30 days prior to the date of event.
 - (C) The Rider Fees for Venue hire report needs to be submitted to us within 7 days after the event and the payment shall be paid no later than 7 days after the invoice.
 - (iii) All payments shall be paid by Direct Credit or Cheque into State Motorcycle Sports Complex Account.
 - (iv) A late payment fee at the rate of 3% per month is payable on the overdue original invoice amount
 - (v) The hire agreement shall be executed within 14 days of booking hire of the State Motorcycle Sports Complex. Failure to execute the hire agreement within this time may result in the booking being cancelled by Motorcycling Victoria and forfeiture of deposit in accordance with clause 3.
2.
 - (i) If the booking is cancelled 90 days prior to date of the event, the deposit will be forfeited.
 - (ii) If the booking is cancelled within 90 days of the event, cancellation fee of 50% of quoted amount will be payable.
 - (iii) If booking is cancelled by State Motorcycle Sports Complex due to adverse weather conditions, effecting track use, re-scheduling of event may be negotiated (if another date is available) without penalty loss of deposit or track fee.



CONDITIONS OF HIRE - CANCELLATION POLICY

3.
 - (i) Any damages caused to tracks or structures which aren't deemed general wear and tear will be charged accordingly to the Hirer, to reinstate to present condition by the State Motorcycle Sports Complex.
 - (ii) Defects of a structural nature and damage by fair wear and tear and Act of God are accepted as the responsibility of Motorcycling Victoria.
 - (iii) To keep the State Motorcycle Sports Complex clean and tidy and place all litter in the bins provided.
 - (iv) Should the Hirer fail to comply with Clause 4(i), (ii) or (iii) Motorcycling Victoria shall remedy the breach and the Hirer shall pay upon the terms and conditions of the Indemnity and Release.
4. That the Indemnity and Release Conditions attached hereto shall form part of this Agreement and the Hirer agrees to be bound by the terms and conditions of the said Indemnity and Release.
5.
 - (i) To ensure that all Motorcycling Australia or appropriate regulatory authorities' requirements are met.
 - (ii) To ensure that no vehicle emits exhaust noise greater than 95dba measured at a point 30 metres from the track edge.
 - (iii) To ensure that the Motorcycling Victoria pass system is recognised.
 - (iv) To notify the Shire, Police and Country Fire Authority of the date of the event and the number of people attending if the event is to occur between December 1 and April 1.
 - (v) To ensure the orderly conduct of the event.
 - (vi) To ensure that all persons remain behind the protective barriers provided.
 - (vii) To ensure that all persons have vacated the Broadford Complex area by 6.30pm in the evening.
 - (viii) Not to assign, sublet or otherwise dispose of, or in any way part with possession or grant any licence to use the SMSC or any part or parts thereof otherwise than in accordance with this Agreement.
6. Any Notice requiring to be served shall be sufficiently served if forwarded by post or left at the Hirer's address shown in this Agreement.
7. All catering and merchandising rights shall be retained by Motorcycling Victoria unless otherwise agreed in writing.
8. All activities shall be confined to the area set aside for motor sports and the Hirer shall not intrude on any area not approved by Motorcycling Victoria.

**PRIOR TO BOOKING A TRACK, PLEASE CONSIDER
CONDITIONS OF HIRE.**