

AUSTRALIAN AUTOMOTIVE RESEARCH CENTRE

CONDITIONS OF HIRE



All casual users, including individuals and companies, of the AARC Facility must sign the attached Conditions of Hire prior to the commencement of any activities. This will remain valid for a period of twelve (12) months.

Any individual or company using the AARC Facility does so under the attached Conditions of Hire as set out below.

CONFIDENTIALITY AND PRODUCT SECURITY

Every visitor must maintain the strictest confidentiality concerning the testing of products by other companies at AARC and must not disclose to any other person any information concerning those products or the testing of them.

No photographic equipment is permitted at the Research Centre without the permission of the AARC Manager, for casual users or by tenants with permission from their management/supervisor. This includes mobile phones with a camera feature. Unauthorised photographic equipment can be left at the main office and be collected on departure.

INSURANCE

Potential visitors must confirm in writing that their own vehicle and general public liability policies adequately cover accidents and damage which might be caused by or to their vehicles, equipment and employees using the Research Centre. A copy of the Certificate of Insurance is required and must be received prior to using the Research Centre.

ACCESS

Access to the security compound, test and training facilities and promotional venues is restricted to vehicles and personnel authorised by the Research Centre Manager.

Visitors are requested to park in designated area, outside the security compound and to walk in and check at office. All visitors are to complete the Visitors' Register in the foyer of the Administration building on arrival and sign out when departing.

An authorised person, who is familiar with the Research Centre Regulations, and has completed an Orientation program to the property, must accompany any person or group on activities not related to normal Engineering or Training programmes.

Where a group of visitors are involved, one person may sign them in and be responsible for that group.

REGULATIONS

Comprehensive regulations and safety instructions apply to all activities at the Research Centre. Visitors will be thoroughly briefed on these Regulations prior to proposed activities.

LICENCES

Drivers and operators must hold a current licence for the class of vehicle or equipment operated.

SPECIAL EVENTS

E.g. Demonstrations, Ride and Drive exercises, etc.

A demonstration is defined as an exhibition of vehicle performance or behaviour within pre-determined safe limits and under controlled conditions.

The event will be restricted to specific facilities, which will be exclusive to the event organiser, for a specific period of time.

All demonstrations must be agreed with the Research Centre Manager prior to their commencement, with proper consideration given to ensure that the safety of participants and observers is not compromised.

CONDITIONS OF HIRE



SAFETY

All traffic will observe the normal requirements of statutory legislation, road law and road courtesy in regard to seat belts, speed control signs, signals, passing, stopping, parking, traffic lanes, alcohol limits, etc.

Any vehicle or equipment to be operated within the Research Centre must be safe and roadworthy in every aspect, with special attention paid to lights, brakes, signals, steering systems and tyres.

Windshields, lights, mirrors and rear windows must be clean at all times.

Alcohol is not permitted at the Research Centre and drivers must not be under the influence of drugs, intoxicants, temporary physical incapacity or drive while fatigued.

Vehicles ballast or instrumentation must be adequately secured to prevent secondary injury in the event of an accident. If observation by people outside the test vehicle is unavoidable, the observers must be positioned away from potentially dangerous areas in the event of equipment failure or driver error.

**VISITORS TO
OCCUPY AT OWN
RISK**

All Visitors of the Research Centre shall occupy and use the premises at the risk of the Visitor and the Visitor releases to the full extent permitted by law the Research Centre from all claims and demands of every kind resulting from any accident damage death injury or loss occurring in the premises (other than those caused by the negligence or default of the Research Centre, its agents or servants). The Research Centre shall have no responsibility or liability for any accident, damage, death, injury or loss suffered by the Visitors (whether in relation to the Visitor's person or property or profits or business conducted by the Visitors) as a result of any negligence, accident, breakage, leakage, defect, omission or event in the premises (other than those caused by the negligence or default of the Research Centre, its agents or servants).

**VISITORS
INDEMNITIES**

The Visitors shall keep the Research Centre indemnified at all times from and against all actions claims demands loss damage costs and expenses incurred by the Research Centre or for which the Research Centre may become liable in respect of or arising from:

- (a) The negligent use misuse waste or abuse by the Visitors of the water gas oil electricity lighting telephone building services and other installations in and facilities of the premises or arising from any faulty fittings or fixtures of the Visitors,
- (b) overflow or leakage of water (including rain water) in or from the premises caused or to the extent contributed to by any act or omission on the part of the Visitors,
- (c) loss damage or injury from any cause whatsoever to property or person caused or to the extent contributed to by the use of the premises by the Visitors notwithstanding that the use may be within the scope of the Permitted Use; or
- (d) loss, damage or injury from any cause whatsoever to the premises or to any property or person within or outside the premises occasioned or to the extent contributed to by any wrongful or negligent act or omission of the Visitors or the Visitors' Agents or breach by the Visitors of this agreement.

Signature of the Customer or Agent:.....

Printed Name and Title:.....

Company.....

Date.....

Australian Automotive Research Centre Witness.....Date.....