

Circuit Hire rules & procedures
(Individual and non-corporate users)

Effective from 1 JANUARY 2020

1. INTRODUCTION

The Killarney International Raceway is a multi-purpose facility and is used for multiple types of motorsport events. There is also a need for use by members of WPMC, Non-Members (individuals) and Corporate Customers.

The aim of this policy is to regulate the use of the circuit on week-days and outside of motorsport events.

This policy has been amended to overcome the difficulty of obtaining track time to test motor vehicles.

NOTE; This agreement is made by and entered into between the Western Province Motor Club (herein after called the 'WPMC') and the private individual or WPMC member (herein after called the 'Client'). The Client is booking the full main circuit of Killarney International Raceway at the premises of the Western Province Motor Club (WPMC).

2. CATEGORIES OF USERS

a. There are different categories of circuit hire on weekdays which are:

- Hire by individuals as part of multi-users within a time slot
- Hire by individuals for dedicated/exclusive use
- Hire by sections within the WPMC
- Hire of portions of the circuit e.g. Drifting
- Corporate users.

THIS POLICY COVERS THE FOLLOWING USERS

Category	Details	Booking arrangement	Max No. of users at a time	Period	Cost incl VAT/hour WPMC Members	Cost incl VAT/hour NON-WPMC Members
A	Individuals as part of multi-user	Each individual to book	6 (previously 3)	1 - 2 hours	R290	R685
B	Private Hire for exclusive use	1 person may make booking and invite two others to join	3 (unchanged)	1 – 2 hours	R2285	R3990

3. TRACK HIRE BY INDIVIDUALS AS PART OF MULTI-USERS (Category A)
 - a. When the circuit is available, scheduled times slots will be allocated for either MOTORCYCLES or CARS for 2 (two) hour time slots.
 - b. Application is to be made at the WPMC offices to be slotted into one on these sessions.
 - c. Each applicant is to apply separately and be accredited accordingly at the WPMC admin office.
 - d. The date and time will be confirmed with each applicant.
 - e. The user is to sign the appropriate booking form and return same to WPMC office, along with proof of payment, within two days of confirmation by WPMC.
 - f. Failure to do so will render the booking as null and void and the slot will be allocated to a different user.
 - g. All users are to report to the admin office PRIOR to going onto the circuit to confirm their presence at the circuit, sign an indemnity and any other documentation that may be required and to receive a sticker for the vehicle. This sticker is to be attached to the vehicle on RHS of windscreen
 - h. **All users are reminded that the first lap is to be used as a sighting lap to establish circuit and surrounding conditions.**
 - i. Riding in a group is not recommended in the absence of marshals. It is recommended that drivers/riders space themselves.

4. Track Session Hire by Individuals for exclusive use (Category B):
 - a. Track time may be hired per hour slot up to a maximum of two (2) hours person per day, subject to availability.
 - b. The fee for this type of use is as above.
 - c. Extended periods may be permitted at the sole discretion of the WPMC.
 - d. The hirer may invite a maximum two other users to join in the use of the circuit
 - e. Individuals are to contact the office, enquire as to availability.
 - f. If a suitable date/time is found, then the WPMC will provide the applicant with a Booking Form, which is to be completed in full, including the intended use of the circuit, and returned by the applicant to the Club.
 - g. The reservation is provisional until the Booking Form plus Indemnity has been submitted to the WPMC and the required fee has been paid.
 - h. Should the booking form and/or required fee not be paid within two working days, the WPMC has the right to allocate the time to any other individual.
 - i. All users are to report to the admin office PRIOR to going onto the circuit to confirm their presence at the circuit, sign an indemnity and any other documentation that may be required and to receive a sticker for the vehicle. This sticker is to be attached to the vehicle on RHS of windscreen
 - j. **All users are reminded that the first lap is to be used as a sighting lap to establish circuit and surrounding conditions.**
 - k. Riding in a group is not recommended in the absence of marshals. It is recommended that drivers/riders space themselves.
 - l. **The track may NOT be booked under this section by any individual that intends using the circuit for training of other individuals for personal gain.** The WPMC has agreements with different parties around training, from which rights and obligations flow and any unauthorised training would negatively affect these rights and obligations and create problems for the WPMC. Should any individual contravene this policy and conduct training,

then the WPMC reserves the right to take appropriate action against the person / persons involved. If there is a need to use the circuit for training, then the booking form shall note in detail the intended use and training provided. If there is no conflict with existing agreements then the use of the circuit shall be subject to the rules and rates applicable to corporate users of the circuit.

- m. **Similarly the circuit my not be hired under this section by any person for any corporate function in order to promote the corporate entity.** The use of the circuit shall be subject to the rules and rates applicable to corporate users of the circuit. The WPMC, in its sole discretion, decides if the use of the circuit is subject to the corporate rules.

5. PAYMENT TERMS FOR CIRCUIT HIRE IN TERMS OF ABOVE:

- a. Any reservation / booking is not confirmed unless received on the official booking form accompanied by the relevant proof of payment no later than 2 working days after the date the booking was made. Proof of payment needs to be sent to the secretary
(Fax: 0215576904) (E-mail: reception@wpmc.co.za).
- b. Mode of Payment: This shall be at the sole discretion of the WPMC. Additional administration charges may be levied to invoice (s) settled by credits cards.

Payments can be made by cash, company cheque, bank draft or credit card or EFT. Should payments be made via cheque, please make it payable to Western Province Motor Club or if EFT, to the WPMC bank account:

Beneficiary Name: WESTERN PROVINCE MOTOR CLUB
Bank Name : NEDBANK
Bank Address: SOUTHERN PENINSULA
Account No. : 1232041807
Branch Code : 123209

All payments are made in South African Rands

6. BREACH & TERMINATION:

Non-payment: If the Client does not fulfill its payment obligations as specified above, the WPMC has the right to terminate the Contract, whereupon all payments already made by the Client shall be forfeited absolutely to the WPMC and without prejudice to the right of the WPMC to recover the agreed liquidated damages specified in paragraph herein or any other right or remedy which the WPMC may have against the Client.

7. NOISE COMPLIANCE:

- a. (a full document on noise testing is available from the WPMC admin office)
All vehicles on the circuit are at all times to be within the maximum noise levels applicable for the session.
- b. The maximum noise levels are as follows: (revved at 75% of the maximum)
 - i. Static tests: 108 Dba at 0.5m and 99dBA at 2.0m
 - ii. Drive- by: 96 Dba
- c. Any vehicle exceeding the above limits will be stopped / prevented from using the circuit. No refund of any fees paid to use the circuit will be made.

8. CANCELLATION

- a. The WPMC reserves the right to cancel ANY sessions, even if booked and all fees paid, should the need arise for maintenance to be performed or the circuit is being utilised by a corporate client as part of a significant event.
- b. In the event of such cancellation, the Club will contact the Client and use its best endeavours to find a suitable date for the Client. The fees shall then be carried over to this new date, provided that such new date is booked within 6 months of the cancelled session.
- c. Should the Client wish to cancel a booked session:
 - 1) 15 working days or more prior to the booked date, no cancellation fee will be levied and all fees paid will be carried over to their new booking, provided that such new date is booked within 6 months of the cancelled session.
 - 2) Less than 15 working days prior to the booked date, a Cancellation Fee equal to 50% of the session fee will be levied and the balance will be carried over to their new booking, provided that such new date is booked within 6 months of the cancelled session.
 - 3) Any cancellations made 10 working days or less prior to the booked date will be subject to a cancellation fee equal to 100% of the session fee.

9. ADVERSE WEATHER CONDITIONS AND REFUND OF FEES:

- a. The risk of adverse weather conditions when hiring the circuit lies with the users
- b. Fees may only be refundable at the discretion of and with approval by the WPMC executive manager if the circuit is not used due to **extremely severe adverse weather conditions / flooding**.
- c. The track is used at the Client's sole risk and the WPMC and its employees, officials, agents are indemnified against liability for any harm, howsoever caused.

10. Permitted and Prohibited Use:

- ***Subletting of the circuit is under no circumstances allowed by the WPMC.***

fees.

11. Damage to the WPMC:

The Client shall be responsible for all damages caused either to the Venue or any other part of the premises of the WPMC by any persons in attendance under their control.

12. No Liability:

In no event shall the WPMC be liable to the Client/Contractor for any loss or damage, of whatsoever nature, to the person or property of the Client, its employees, agents or any third party, unless the aforementioned damage is attributable to an intentional act or the gross negligence of WPMC, its employees or agents.

13. General Conditions & Information

a. Compressed Gases

- i. Compressed flammable gases are prohibited inside the venue. This includes acetylene, hydrogen, propane and butane.

b. Storage and Use of Petroleum

- i. All petroleum spirit must be stored in metal containers complying with the relevant South African Standard or containers specifically designed to hold fuel, away from any source of ignition, and, if on site for an event, in the designated fuel storage area. No more than 40 Liters of fuel may be stored in one garage, no matter what the size of the building is.
- ii. All containers must be clearly and indelibly marked "Petroleum Spirit – Highly Flammable". All empty containers must be cleared from the venue after the Event.
- iii. Petrol is to be used as a fuel only, and not for any other purpose.
- iv. All vehicle-refueling is to take place in the open air and in the refueling area. No refueling can take place in your paddock shelter / garage / pit. A 'No Smoking' order must be enforced by the person in charge of the refueling process.

c. General Working Practices

- i. All working areas should be kept clean and tidy, and any waste should be removed and placed in the containers provided. All spillages should be cleaned up immediately.
- ii. All trailing wires and hoses should not be allowed to create a trip hazard. Whenever vehicle engines are being run, adequate ventilation must be ensured.
- iii. All safety notices must be complied with.
- iv. Any person carrying out work must ensure that they adopt safe working practices at all times, and comply with any relevant statutory provision and/or published guidance.
- v. Children under the age of 16 are not allowed in the pit lane, nor in infield areas except in designated spectator areas.

d. Fire Regulations

- i. Clients are advised that the following fire regulations apply at the WPMC:-
 - Fire extinguishers on walls, floor or elsewhere may not be removed or obstructed in any manner.
 - Any Client having equipment which produces heat, smoke or open flames as an integral part of the product demonstration must receive written approval from the WPMC.
 - All aisles and main gangways must be kept clear at all times.
 - Ensure that fire extinguisher equipment, emergency exits and signage (including those inside exhibits) remain visible and accessible at all times.
 - Any construction materials found to be flammable may be required to be dismantled.

e. Firearms

- i. Only people with firearms licenses are allowed to carry firearms. Firearms are to be concealed at all times.

f. Smoking (Policy)

- i. The WPMC is categorized as a sports complex and a public venue and therefore smoking is strictly not allowed in any buildings. The Client acknowledges that a strict no-smoking policy is operational in the buildings at all times and to endeavor to ensure their guest or participants also comply.

g. Filming and Broadcasting

- i. The Licensee/Client shall not, without prior approval from the WPMC, engage in or permit any form of photography or filming, sound or video recording, telecasting and broadcasting from and/or within the Venue. If such activities are approved by the WPMC it will be subjected to the appropriate charges.

h. WPMC Right of Entry

- i. The WPMC's staff, representatives and agents shall at all times have free and unfettered access to the hired area upon presentation of their WPMC identification card to inspect the Venue/site.

14. Force Majeure – Superior Force:

Neither party shall be in breach or liable to the other for any failure to fulfill any term of this agreement, if such fulfillment is delayed, hindered or prevented by force majeure, but not limited to any acts of God, fire, flood, explosion, landslides/slips, natural disasters, regulations or orders of government or state authorities, riots, acts of war, civil commotion, insurrection, embargo or any other circumstances beyond the control of such party.

For avoidance of doubt, Force Majeure does not include failure due to rain in fulfilling of any term of this agreement.

15. Security:

15.1 Security of Venue

The Client will be responsible for the security of the Venue and any property contained therein. Without prejudice to any of the WPMC's rights and remedies, in the event that the WPMC is of the opinion that the security of the Venue is not intact or sufficient at any time, the WPMC reserves the right at any time to station a security guard at the Venue at the cost and expense of the Client. The WPMC is required to advise the client of the cost thereof timeously.

In the event of any accident, casualty, damage, theft or burglary which may have occurred, the Client shall give the WPMC prompt notice in writing of the same. Further, the Client shall lodge a police report immediately and furnish a copy of such report to the WPMC.

Client is responsible for ensuring that the CCTV cameras are not obstructed.

Security services, including the hire of bodyguards, can be made available through the WPMC. It is a pre-requisite that all entrances and exits within the

WPMC are manned only by the WPMC security staff. Should Event Clients wish to use alternative security personnel, this will apply only in the hired venue and will not extend to perimeter security.

15.2 **Internal Security**

The WPMC is responsible for the general security along the perimeter of the building and within the public areas of the WPMC. Should Clients have special security requirements; these can be hired from the WPMC at an additional cost.

The WPMC reserves the right to:

- Request proof of identity and search anyone entering or leaving its premises.
- Search any item or vehicle brought onto, or removed from, its premises.
- Remove any article left unattended.

All equipment, fittings and materials brought into the WPMC premises are subject to inspection by the WPMC's security.

It is the Client's responsibility to ensure that their personnel are restricted to the relevant Event area. Entry to all other areas, including back-of-house, is strictly prohibited. The WPMC is not responsible for damage or loss of any merchandise, personal effects, equipment or articles brought onto its premises by the Client or any of its personnel or contractors.

16. Cleaning:

The Client shall at all times keep the Venue clean and free from dirt and rubbish and particularly shall promptly and hygienically dispose of all rubbish, garbage and other discarded materials in an orderly and proper manner or as directed by the WPMC and shall not allow to accumulate, leave or place in the Venue any rubbish or garbage that will cause, in the opinion of the WPMC, any offensive odors or be burnt at the Venue or the common areas.

The Client shall sort their own waste material by type in appropriate containers as directed by the WPMC from time to time. The Client shall use proper transportation of properly packed garbage rubbish or waste of whatever nature, for the disposal at the appropriate rubbish disposal bins or facilities provided by the WPMC provided always that the disposal of such garbage, rubbish or waste shall only be carried out using the dedicated route stipulated by the WPMC from time to time and during the hours designated by the WPMC. Wet refuse [if any] shall be removed from the Venue daily to the designated garbage disposal point. The Client shall take all steps not to litter the common areas in the process of the disposal of such garbage rubbish or waste.

The Client shall participate in the waste and recycling programs implemented by the WPMC if required.

17. Indemnity:

All drivers, passengers and on-track instructors / staff will be required to complete the WPMC indemnity before going onto the circuit. These are to be made available at any time to the WPMC and should be handed to the WPMC office after each day. The Client hereby agrees that the Client shall defend and hold harmless the WPMC from and against any and all liabilities, costs, charges, expenses, actions, proceedings, damages, penalties, claims and/or demands which may be incurred, suffered, brought against or suffered by the WPMC, its successors and assigns in

respect of its rights as provided in this Agreement including, but not limited to all liabilities, costs, charges, expenses, actions, proceedings, damages, penalties, claims and/or demands arising out of any act or omission of the Client its successors and assigns in the performance or non-performance of the Client obligations under this Agreement and solicitors' fees and litigation expenses incurred in connection with initiating or defending such claims or actions, whether or not resulting in any liability and all amounts paid in settlement of such claims or actions which shall include but not be limited to claims arising directly from the Services.

18. On Track Conduct and Behaviour:

Everyone going on to the circuit is obliged to fill in the indemnities as stated above.

All vehicles going onto the circuit must be in good working order and be able to pass a safety check at any time.

Vehicles may NOT disperse oil or other fluids onto the circuit at any time. If oil or any other material/substance is put onto the circuit, the Client must inform the WPMC immediately so that arrangements can be made to clean this debris. The costs of any required cleaning will be for the account of the Client.

The circuit must always be travelled in a clockwise direction unless written approval is granted by the WPMC.

All circuit access and crossing gates should be closed before the Client uses the circuit. Please inform the WPMC if any gates are open. If the client has any concerns with safety, this should be brought to the attention of the WPMC immediately.

A speed limit of **20 km/h** is in force in all public areas, including paddocks and service roads.

19. Jurisdiction, Arbitration and Governing law:

This Agreement constitutes an international agreement and shall be governed by, and interpreted in accordance with the laws of South Africa.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Rules for Arbitration in conjunction with the South African law system.

20. Miscellaneous Provisions:

20.1 Illegality:

To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

20.2 Waiver

The waiver of any of the terms and conditions of this Agreement on any occasion or occasions must be in writing and shall not be deemed a waiver of such terms and conditions on any future occasion.

20.3 **Time of Essence**

Time is of the essence with respect to all time periods set forth in this Agreement.

20.4 **Variation**

This Agreement shall constitute the Agreement between the WPMC and the Client. Any variations thereof after the date of this Agreement shall only be made with the written consent of both the parties.

20.5 **Fees**

If a party to this Agreement incurs any legal fees or expenses as a result of the default or breach by the other party to this Agreement (including any such fees or expenses in connection with the enforcement or the exercise of remedies under this Agreement) the defaulting party shall reimburse the non-defaulting party for such legal fees or expenses within 10 days after demand, and, if such fees or expenses are not paid within such time period, the same shall bear interest at the Default Rate from the 11th day after demand through and including the date paid.

20.6 **Notices**

Any notice, payment, report, request or other communication (each a "Notice") required or permitted to be given by one party to the other party under this Agreement shall be in writing and shall be delivered by (a) personal delivery, (b) express, registered mail, return receipt requested, postage prepaid, (c) internationally recognized courier service or (d) facsimile transmission (with the original being simultaneously delivered by one of the methods described in clauses (a)-(c)), addressed to the other party at its address as indicted first above, or to such other address as the addressee shall have furnished to the other party by like notice.