

TRACTOR HIRE APPLICATION FORM



APPLICATION INFORMATION

EVENT NAME		DATE/s	
EVENT ORGANISATION			
TRACTOR HIRE IS \$150 INCL. GST PER EVENT			
DATE/S TRACTOR REQUIRED			
	NAME	DRIVER'S LICENSE NUMBER	
NOMINATED DRIVER 1			
NOMINATED DRIVER 1			
NOMINATED DRIVER 1			

CHECKLIST: Please ensure that the following documents are attached to your application:

- A copy of the driver's licence(s) of the Nominated Driver(s);
- A copy of Event Organisation's public liability insurance certificate of currency identifying Moreton Bay Regional Council as jointly insured.
- A document listing the Nominated Driver's experience in preparing arena surfaces.
- Please also ensure that the below terms and conditions have been understood, accepted and signed by the Event Organiser.

TERMS AND CONDITIONS OF TRACTOR HIRE

Please read carefully these terms and conditions prior to signing this Tractor Hire Application Form.

1. Definitions

Council means Moreton Bay Regional Council (ABN: 92 967 232 136) which is the owner of QSEC;

Event means the 'Event' named on this application form;

Event Organisation means the 'Event Organisation' named on this application form and where the context permits includes its officers, employees, agents, contractors and volunteers;

Event Organiser means an authorised officer of the Event Organisation;

Hire Fee means the 'Tractor Hire Fee' specified on this application form;

Nominated Driver means the person(s) who will be operating a tractor at QSEC;

QSEC means the Queensland State Equestrian Centre at cnr Tuckeroo Drive & Beerburum Road, Caboolture, QLD 4510;

QSEC Manager means an employee of Council whom Council may appoint from time to time to manage QSEC;

Queensland State Equestrian Centre Terms and Conditions of Hire means those terms and conditions which the Event Organisation entered into in order to book an Event at QSEC.

Tractor includes any attachments to the Tractor.

2. Terms and conditions

2.1 The operation of tractors at QSEC may be dangerous and may result in personal injury and/or property damage.

2.2 These terms and conditions are additional to and are to be read in conjunction with the Queensland State Equestrian Centre Terms and Conditions of Hire which were current at the time of signing this document.

2.3 The Event Organisation must satisfy and continue to observe all of these terms and conditions.

2.4 The decision to approve or reject a tractor hire application will be at the sole discretion of the QSEC Manager.

3. Requirements

3.1 The Event Organiser must submit the documentation listed in this clause together with this application form to the QSEC Manager:

- (a) a copy of the driver's licence of the Nominated Driver;
- (b) a copy of the Event Organisation's public liability insurance certificate of currency meeting the requirements specified in clause 4;
- (c) a document listing the Nominated Driver's experience in preparing arena surfaces.

3.2 Council reserves the right for the QSEC Manager to inspect originals of those documents specified in clause 3.1 at any time.

3.3 The Nominated Driver must be the Event Organiser or an officer, employee, agent, contractor or volunteer of the Event Organisation and must hold a current driving licence enabling that person to operate a tractor.

3.4 Prior to operating a tractor at QSEC, the Nominated Driver(s) must complete a tractor driving induction to the satisfaction of the QSEC Manager at QSEC. The QSEC Manager will provide details of this induction upon this application being accepted.

3.5 The Nominated Driver must not at any time operate a tractor in excess of the prescribed speed limit at QSEC or at any time operate a tractor contrary to the laws of Queensland, which includes operating a tractor whilst above the prescribed alcohol limit.

3.6 The Nominated Driver agrees to follow any instruction of the QSEC Manager in relation to operation of a tractor at QSEC.

3.7 The QSEC Manager may at the managers sole discretion, prevent a Nominated Driver from operating a tractor at any time if the QSEC Manager believes a Nominated Driver is unfit to operate the tractor for any reason whatsoever.

3.8 The Event Organiser agrees to notify the QSEC Manager immediately if the:

- (a) Nominated Driver's driving licence allowing them to operate a tractor ceases to be valid for any reason whatsoever; and
- (b) Event Organiser's public liability insurance ceases for any reason whatsoever.

3.9 Damage caused to the tractor or any equipment, facilities, buildings or landscape at QSEC by a Nominated Driver's use of a Tractor will be charged to the Event Organisation in accordance with the provisions of the Queensland State Equestrian Centre Terms and Conditions of Hire.

4. Public liability insurance

4.1 The Event Organisation must hold and maintain current public liability insurance, which includes the dates of the Event and any other dates on which the Event Organisation uses a Tractor at QSEC, with a reputable insurer for no less than twenty million dollars (\$20,000,000) for any one claim or such other amount as required by Council from time to time and Council must be identified as jointly insured.

5. Hire fee

5.1 The Hire Fee will be added to the fee charged for the Event which is payable in accordance with the Queensland State Equestrian Centre Terms and Conditions of Hire.

6. Indemnity & Release

6.1 The Event Organisation agrees to release to the full extent permitted by law and to indemnify and keep indemnified the Council, its officers, employees, agents, contractors and volunteers against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in any way associated with its use of a Tractor at QSEC or any breach of these terms and conditions.

6.2 The indemnity and release in Clause 6.1 applies whether or not the injury, death, loss or damage arose as a result of anything the Event Organisation is authorised or obliged to do under these terms and conditions or anything to which the Council has consented to or approved.

7. Warranties

7.1 The Event Organiser warrants that the Event Organisation and the Nominated Drivers have in place any necessary permits and licences required to operate a tractor.

7.2 To the extent permitted by law, Council disclaims all warranties relating to any Tractor it hires, whether express or implied, including but not limited to warranties of merchantability and warranties of fitness for a particular purpose.

8. Termination

The QSEC Manager may terminate this agreement by giving notice in whatever form effective immediately if at any time these terms and conditions are breached. Council will not be liable for damages should the QSEC Manager exercise his or her powers under this clause.

9. Independent legal advice

The Event Organiser warrants, prior to accepting these terms and conditions:

- (a) having read and understood these terms and conditions;
- (b) having received independent legal advice, or acknowledge that they have had the opportunity to do so, as to the nature, effect and extent of these terms and conditions;
- (c) acknowledging Council has not made any promise, representation or inducement or been party to any conduct material to the entry of the Event Organiser into these terms and conditions.

Acceptance of terms and conditions for events

I acknowledge that I have read and accept the terms and conditions of this Tractor Hire Application Form. I agree to comply with these terms and conditions.

SIGNATURE OF EVENT ORGANISER Must be an authorised officer of the Event Organisation			
NAME		DATE	
POSITION			

Upon receipt of your signed Tractor Hire Application Form, the QSEC Manager will consider your application and notify you within 7 working days of his or her decision. If the QSEC Manager fails to notify you within 7 days you should not assume that your application has been accepted and you should contact QSEC accordingly.

**PLEASE RETURN COMPLETE FORM TO:
QSEC (Queensland State Equestrian Centre), PO Box 159, CABOOLTURE QLD 4510.
Phone: (07) 5433 3222. Fax: (07) 5433 3223**

ADMINISTRATION USE ONLY
APPROVED BY DASR:

DATE APPROVED:
