

Terms of Use – Harness Training Facility at 373 Brooke St, East Devonport

Trainers ('Users') using the Harness Training Facility at 373 Brooke Street in East Devonport ('Premises') agree to the below Terms of Use set by Tasracing Pty Ltd ('Tasracing').

Terms of Use – summary of key terms*:

- Only access the Premises between the hours of 7.00am to 4.30pm from 25 May 2022.
- Only access and use the Premises for harness training and no other purpose.
- Users must hold a trainer's licence from the Office of Racing Integrity.
- Only Users and their associates can access the Premises.
- Users must comply with all policies, procedures and directions of Tasracing.
- Keep the Premises clean and tidy.
- Always lock doors and gates on entering or leaving the Premises.
- Keep the Premises in a good and tenable repair and condition.
- Repairs to Premises due to damage caused by Users (or associates) must be paid for by Users.
- Do not cause a nuisance.
- Do not commit any illegal, immoral or offensive act, or act likely to cause injury at Premises.
- Motor vehicles can only be parked in designated parking areas.
- Do not remove equipment or infrastructure on Premises without consent from Tasracing.
- Remove all personal goods and other items from Premises on request by Tasracing.
- Return all keys to Tasracing on request.
- Users must indemnify Tasracing in respect of all loss suffered by Tasracing which arises because the User (or associates) has breached any of the Terms of Use.
- Ensure all harness related activities are carried out safely.
- Users access and use Premises at their own risk and Tasracing is not liable for lost/stolen items.

*full Terms of Use is provided on the following pages

I agree to Tasracing's full Terms of Use:

Signature of User:.....

Full Name of User:.....

Address:

Date:

Personal information has been requested in this document to obtain your agreement to the Terms of Use to access and use the Harness Training Facility in East Devonport, and to update you if the Terms of Use change. If at any time you wish to access your personal information, please contact privacy@tasracing.com.au. Tasracing's Privacy Policy is located on the following website: www.tasracingcorporate.com.au.

Users of the Premises must:

1. only use the Premises between 7.00am – 4.30pm from 25 May 2022 (until a time and date determined by Tasracing) for harness training, and must not allow the Premises to be used for any other purpose without the prior consent of Tasracing;
2. hold and continue to hold a trainer's licence from the Office of Racing Integrity at all times whilst accessing and using the venue, and ensure that any of the employees, agents and contractors of the User (User's Associates) hold relevant licences to perform their role (where applicable);
3. comply with all training facility management notifications, inductions, guidelines, policies, procedures and laws;
4. conduct its harness racing business whilst at the Premises in compliance with all occupational health and safety, fire and other safety laws and regulations;
5. cooperate fully with and obey all instructions of Tasracing, and its employees and contractors, and provide all assistance reasonably required by Tasracing from time to time;
6. restrict access to the Premises to any person other than the User and the User's Associates;
7. make no alterations to the Premises unless they are approved in writing by Tasracing;
8. ensure the User's Associates comply with these Terms of Use, Australian Rules of Racing, Local Rules of Racing, and any conditions of entry that apply to those that enter the Premises;
9. keep the Premises clean and tidy and free of rubbish at all times. If the Premises is not kept in a clean and tidy state acceptable to Tasracing, the User will reimburse Tasracing for any cleaning costs incurred by Tasracing in returning the Premises to a suitable clean and tidy state;
10. on entering or leaving the Premises, securely lock any external door or gate used to gain access to the Premises;
11. keep the Premises in good and tenable repair and condition, and promptly pay for repairs regarding any damage to the Premises caused by the User or User's Associates on request by Tasracing;
12. not allow any circumstances to arise in or near the Premises which might be a nuisance to other occupiers or visitors to the Premises or to occupiers of other properties in the vicinity of the Premises;

13. not at any time whilst using the Premises, commit any act, whether negligently, recklessly or intentionally that is illegal, immoral or offensive, injurious or is likely to cause injury to any person or property, except specifically harness racing activities. Users must ensure that any of the User's Associates do not commit any such acts on the Premises;
14. not store any motor vehicle, shipping container or similar item at the Premises;
15. not permit any vehicle to be parked at the Premises, except in a designated parking location, or obstruct access areas at the Premises with motor vehicles (or any other goods);
16. not allow any person to sleep in the Premises or use the Premises for residential purposes without express written permission from Tasracing;
17. not remove any equipment or infrastructure from the Premises without the prior written consent of Tasracing;
18. on or before expiry of the User's right to access the Premises, the User must remove any personal goods or other items located on the Premises. If a User does not do this, Tasracing may remove any goods or other items remaining on the Premises and treat them as abandoned and deal with them as Tasracing sees fit;
19. on or before expiry of the User's right to access the Premises, the User must return all keys or access cards providing access to the Premises to Tasracing and pay the replacement cost of any key or access card not returned to Tasracing on demand by Tasracing;
20. not use the Premises if Tasracing states that the Premises is damaged, or otherwise rendered unfit for use;
21. cease using the Premises by the date and time advised by Tasracing;
22. indemnify Tasracing to the maximum extent permitted by law against any loss (excluding consequential loss) suffered or incurred by Tasracing arising from or in connection with:
 - (a) any injury, loss or damage to the Premises;
 - (b) any injury, loss or damage to the Premises as a consequence of or incidental to the User's use of the Premises, including if caused or contributed to by any licensee of the User or any patron, invitee or other third party that is on or at the Premises; and
 - (c) any injury (including death) to any person, including Tasracing, in or near the Premises, its surrounds and adjacent areas of the Premises,caused or contributed to by negligence or default of the User or the User's Associates or visitors, except to the extent caused or contributed by Tasracing, or Tasracing's employees agents or visitors;

23. must ensure that the Premises is reasonably maintained and kept in such a way that all activities carried out on the Premises by the User (including by their Associates) are carried out in such a way as to ensure the safety of all persons entering or near the Premises and so not as to expose the general public to the risk of injury or loss or damage to property or persons;
24. only access and use Premises at their own risk. Tasracing is not liable for lost or stolen goods or equipment owned by the User or User's Associates.

Tasracing:

25. may prohibit a User and the User's Associates from accessing and using the Premises if:
 - (a) the training licence of the User is disqualified, suspended or warned off by the Office of Racing Integrity;
 - (b) the Lease that Tasracing has entered into with the Lessor of the Premises ends for whatever reason; or
 - (c) the User breaches any of the terms under the Terms of Use;
26. reserves the right to modify any of the terms contained in the Terms of Use. Users will be updated of any modifications to the Terms of Use in writing via email.