



GARAGE TERMS AND CONDITIONS

1. Definitions

1.1. In these terms and conditions

Member – means a financial member of the WA Sporting Car Club

2. General

2.1. Subject to these terms and conditions the WA Sporting Car Club Inc. grants the member access to the Garage in accordance with these terms and conditions.

2.2. All Garages are issued subject to these terms and conditions, which together with the application and the invoice form a binding contract.

2.3. These terms and conditions incorporate:

- a) The WA Sporting Car Club Inc. Constitution
- b) Any terms and conditions contained in or published on tickets for an event not held by the club

2.4. The WA Sporting Car Club Inc. reserves the right to amend these terms and conditions from time to time

3. Payment

3.1. The total price of the Garage must be paid by the member within 30 days of receipt of an invoice

3.2. If payment can not be made in accordance with clause 3.1, WASCC may discuss with the member bespoke payment schedules based on individual member circumstances.

3.3. Payment for the Garage or any part payment thereof shall be non-refundable.

4. Use of the Garage

4.1. Storage

The Garage shall only be used for the storage of an active race vehicle and parts and is not for general storage purposes. Combustible or flammable liquids must be stored safely observing applicable statutory requirements. Fuel is not to be stored in the Garage.

4.2. Advertising Material

Display of advertising material on the Garage without the prior consent of the WA Sporting Car Club in writing is forbidden. Consent shall not be unreasonably withheld by the Club. The Member shall be responsible for:

- a) Ensuring that the erection of any advertising material has the prior approval of any relevant authorities; and
- b) The removal of signs at the expiration of the contract entered by agreeing to these terms and conditions and the making good of any damage caused by such removal.

4.3. Insurance

The WA Sporting Car Club accepts no responsibility to any contents whatsoever and suggests the Member source their own contents and or worker's compensation insurance if applicable.

4.4. Not to Alter or Damage the Garage

Not to make or allow being made any addition or alteration to the Garage except in accordance with express approval from the WA Sporting Car Club.

4.5. Not to damage dismantle or destroy the Garage.

This refers to the structure of the building, plumbing arrangements, ventilation, and electrical configuration. The WA Sporting Car Club reserves the right to make good any unauthorised alterations and charge the cost of such work to the member.

4.6. Electrical Appliances

To comply with our Risk Management commitments, it is essential that all electrical appliances including fridges, kettles, etc must have a current Australian Standards tag.

4.7. Access by the Club

The WA Sporting Car Club reserves the right to enter any allocated Garage for reasons of (but not limited to) audit, security, safety, or general maintenance. Access will be constrained by all respect, care, and security for the member's property within the Garage.

4.8. No Liability

The WA Sporting Car Club shall not be liable for, and the Member shall indemnify and hold harmless the Club against any actions, proceedings, claims or demands made by any person arising out of the use of the Garage.

4.9. Locks

Upon Allocation the WA Sporting Car Club will issue each garage holder with a lock and two unique keys which are to be used to secure the garage. Should the garage holder lose or damage the lock or keys the holder will be responsible for the cost of their replacement.

4.10. Sub Leasing

Sub Leasing of any form is not permitted. The member that is allocated the garage must be the sole user of the garage and store only their own car and equipment. If the member is at any time found to have an arrangement contrary to this clause the WA Sporting Car Club reserves their rights under section 7 of these terms.

4.11. Club Participation

The member must participate at least once (1) per membership year as either a competitor or as a volunteer in any form eg. Official, driving instructor, committee.

5. Supercars Championship

5.1. Exclusion Period

There will be an exclusion period encompassing the annual Supercars Championship event

5.2. Vacating

The Garage holder shall remove all personal equipment from the garage and any external signage prior to the Supercars Championship event when requested by the WA Sporting Car Club

5.3. Locks

Padlocks and keys shall be removed by the deadline stipulated by the WA Sporting Car Club and held by the member until the end of the exclusion period.

5.4. Failure to Vacate

Should the Garage holder fail to vacate within the period outlined by the WA Sporting Car Club the member will be charged the costs to empty and clean the garage

6. Term

- 6.1. Garages will be invoiced annually, and agreements will expire on the 30th of November.
- 6.2. Securing tenure for the following year is conditional on clause 3 otherwise the club will reserve the right to terminate the members tenure as per clause 7.3.

7. Termination

- 7.1. Notwithstanding anything else herein contained any Garage agreement shall be terminated without any compensation being payable by the WA Sporting Car Club to the Member upon the termination of the Venue Lease however so occurring.
- 7.2. The WA Sporting Car Club reserves the right to terminate any Garage agreement immediately, without refund, if the member breaches any of these terms and conditions.
- 7.3. The WA Sporting Car Club reserves the right to re-assign a Garage to the next person on the Garage waiting list, should the conditions laid down in clause 3 of these terms and conditions not be met.
- 7.4. If the WA Sporting Car Club decides to redevelop or relocate the Garage during an agreement it will without any compensation being payable by the Club to the member then enter the members name onto the top of the waiting list and the member will have first right of refusal to the redeveloped or relocated Garage for the term of this original licence agreement at the total discretion of the Club.