# Cook up a storm, with the RAA Community BBQ.

**Our BBQ trailer is now available to borrow for local community groups, fundraisers and event organisers across South Australia.**

So, if you're planning an event that supports our community, we'd love to help.

The BBQ trailer comes equipped with dual BBQs, wash up station, esky, gas and all the tools – you just need to supply the food.

For us to make the necessary arrangements for the Community BBQ, we can only consider applications that provide a minimum notice of 21 working days.

For all the important criteria, please check out the terms and conditions on page 3.

Please complete the application form on the following pages.

# Community BBQ application form

| School/event/community group details | | | |
|---|---|---|---|
| Group name: | | | |
| Street address: | | | |
| Suburb: | | Postcode: | |
| **Contact person** | | | |
| Name: | | | |
| Position: | | | |
| Email: | | | |
| Phone: | | Mobile: | |
| License number: | | Registration details: | |
| Do you have comprehensive car insurance? | Y ☐ | N ☐ | |
| Who is your insurer? | | | |
| **Event day details** | | | |
| Name of event: | | | |
| Address of event: | | | |
| Suburb: | | Postcode: | |
| Date of event: | | | |
| Purpose of event: | | | |
| Event website: | | | |
| Expected attendance: | | | |
| Location of the Community BBQ overnight: | | | |
| Requested pick up date: | | Requested return date: | |
| Is the event covered by public liability insurance? | Y ☐ | N ☐ | Value: |

# RAA Community BBQ hire terms and conditions

## 1. Background

a. RAA makes available to the community a BBQ and Trailer as part of their Grassroots Giving program (**Community BBQ**).

b. The terms and conditions set out below apply to any booking of the Community BBQ.

## 2. Definitions

In these terms:

**Application Form** means the RAA Community BBQ Booking Application Form completed by the Hirer.

**Equipment** means the utensils, cleaning products and any other equipment listed in Schedule 1.

**Hirer** means the person or organisation identified as the hirer on the Application Form.

**RAA** means Royal Automobile Association of South Australia Incorporated (ABN 90 020 001 807).

**RAA Site** means 101 Richmond Road, Mile End SA 5031.

**Site** means the Site specified on the Application Form (or such other site agreed between the parties).

## 3. Terms and Conditions

The terms and conditions set out below (**Terms and Conditions**) govern the agreement between Royal Automobile Association of South Australia Incorporated (**RAA)** and the Hirer for the use of the Community BBQ.

## 4. Fee and Bond

As consideration for the hire of the Community BBQ, the Hirer must pay RAA:

a. a $300 bond via credit card (**Bond**); and

b. a fee of $1, payable only if demanded by RAA

## 5. Community BBQ

a. RAA agrees to make the Community BBQ and any Equipment available to the Hirer for the day of the event specified in the Application Form (or such other time agreed between RAA and the Hirer) (**Booking Period**).

b. The Community BBQ remains the property of RAA, and the Hirer has no legal or equitable interest in the Community BBQ, or the Equipment.

c. RAA makes the Community BBQ available to the Hirer in an as-is condition and RAA makes no representation, except for those that RAA cannot avoid under law, as to the condition of the Community BBQ or its fitness for any purpose required by the Hirer.

## 6. Collection and Set Up

a. Subject to clause 6c, the Hirer is responsible for collecting the Community BBQ and Equipment from the RAA Site at a time mutually agreed between the parties.

b. The Hirer is responsible for:

   i. attending a safety briefing conducted by RAA prior to collecting the Community BBQ; and

   ii. transporting the Community BBQ, using a suitable and roadworthy vehicle, to and, setting the Community BBQ up at, the Site.

c. If, at the agreed delivery time in clause 6a:
   i. the Hirer fails to attend the RAA Site; or
   ii. the Hirer fails to present a suitable vehicle for transportation as required in clause 6b; RAA may, at their discretion, offer another time for collection or terminate the Agreement at no cost to RAA.
d. The Hirer will be liable for any costs associated with a delayed collection or terminated Agreement in accordance with clause 6c.
e. The Hirer acknowledges and agrees that, when not in use:
   i. the Community BBQ must be stored in a secured location; and
   ii. it is the Hirer's responsibility to ensure that the Community BBQ remains secured all times while it is at the Site.

## 7. Use of the Community BBQ

a. The Hirer must only use the Community BBQ for the Agreed Purpose.
b. The Hirer must not:
   i. cover the RAA logos on the Community BBQ;
   ii. attach anything to the Community BBQ;
   iii. cut or otherwise damage the Community BBQ.
c. The Hirer must comply with all laws and any safety requirements notified by RAA.
d. The Hirer must not display or promote any offensive material in connection with the use of the BBQ.
e. The Hirer is responsible for cleaning the Community BBQ and any Equipment after use and prior to its return to the RAA Site. The Hirer authorises RAA to deduct a cleaning fee of $250.00 from the Bond if the Community BBQ is not cleaned to a reasonably acceptable standard.
f. The Hirer must not damage the Community BBQ or any Equipment and must ensure that it is used with all reasonable care.
g. The Hirer must notify RAA immediately if the Community BBQ becomes damaged or poses any danger to persons using or in the vicinity of the Community BBQ.
h. The Hirer must not lend, sell, agree, or offer to lend or sell, or otherwise part possession with the Community BBQ or any Equipment.
i. If the Hirer breaches any of these Terms and Conditions RAA may at its discretion, immediately recover the Community BBQ, or request that the Community BBQ is returned immediately, and the Hirer must comply with any such request.

## 8. Return

a. The Hirer is responsible for, and must ensure that, the Community BBQ and all Equipment is returned, in the same condition as collection to the RAA Site at the time directed by RAA upon collection.
b. The Hirer understands and agrees that if the Hirer fails to return the Community BBQ or Equipment in the manner set out in clause 8a, they will forfeit the Bond and they may be charged a cleaning fee as set out in clause 7.e

## 9. Insurance

a. The Hirer is required to hold public liability insurance for a minimum value of $10 million.

b. The Hirer acknowledges that the Hirer will be responsible for any liability arising while the Community BBQ is being towed. The Hirer must ensure that the Community BBQ is transported only by a vehicle with a valid comprehensive motor vehicle insurance policy incorporating third party legal liability cover.

## 10. Liability

a. The Hirer agrees that:

   i. the Hirer uses the Community BBQ entirely at its own risk;

   ii. the Hirer is liable for any loss or damage to the Community BBQ whilst on the Site;

   iii. RAA shall be entitled to retain the Bond in the event of any loss or damage loss or damage incurred during the Booking Period, including to apply it to the excess in the event of an insurance claim in accordance with the any policy under clause 9.b

   iv. RAA is not responsible for any loss incurred by the Hirer in connection with the Community BBQ being unavailable at the time required by the Hirer (including, without limitation, unavailability due to weather conditions, site conditions or any delay by RAA in making the Community BBQ available for collection);

   v. RAA is not liable to the Hirer for, and the Hirer releases RAA from any liability incurred in connection with, any loss or claim arising out of the provision or use of the Community BBQ, whether under contract, negligence or other tort, equity or otherwise; and

   vi. the Hirer will be liable for and must indemnify and keep indemnified RAA and its officers, directors, employees, agents, successors and assigns against all actions, claims, demands, losses and/or damages, and suits (including, but not limited to, court and legal costs on a solicitor and client basis) under any statute, equity or at common law which are made or brought by any person against RAA arising out of or consequential upon:

      1. any damage to property, real or personal;

      2. any injury to persons (including economic loss), including resulting in death; and

      3. any breach of any laws by the Hirer or its personnel, in the course of or in connection with the Hirer's use of the Community BBQ except to the extent that such damage, injury, loss, claim, liability or proceeding is due to or contributed to by any negligent act or omission of RAA

## 11. Entire understanding

a. These terms constitute the sole and entire agreement between the parties and a warranty, representation, guarantee or other term or condition of any nature not contained or recorded in these terms is of no force or effect.

**Signed** for and on behalf of

**Signature**

**Name of hirer**

by its duly authorised representative:

**Name**

**Signature**

**Position**

**Date**

[Insert representative name]

**Name**

[Insert representative signature]

**Signature**

**Position** [Insert representative position]

**Date**