



We've got you covered, literally.

RAA's community marquee is now available to local community groups, fundraisers and event organisers across South Australia.

The structure can be used in several ways, from sheltering dining events, to hosting stalls and theatre performances.

The marquee is primarily white, with the RAA logo featured prominently on each roof panel.

RAA is committed to partnering with successful applicants, covering the hire cost, delivery and collection, pack up and pack down and cleaning of the marquee.

In order for us to make all the necessary arrangements with the event company managing the marquee, we can only consider applications that provide a minimum notice of 21 working days.

For all the important criteria, check out the terms and conditions **on page 4**.

Please fill out the application form on the following pages.



The marquee comes in iterations of 3m, so can be booked in the following configurations:

10m wide x 3m long

10m wide x 6m long

10m wide x 9m long

10m wide x 12m long

10m wide x 15m long

10m wide x 18m long

School/event/community group

Name:

Street address:

Suburb:

Postcode:

Contact person

Position:

Email:

Phone:

Mobile:

Event day details

Name of event:

Address of event:

Suburb:

Postcode:

Date of event:

Purpose of event:

Event website/Facebook
page:

Expected attendance
numbers:

Contact person on the day

Name:

Mobile:

Marquee details

Request marquee size: (please select)	Will you require sides? (please select)	Surface type where the marquee will be set up: (please select)
10m wide x 3m long	Back	Unsealed (grass, open paddock)
10m wide x 6m long	Sides	Sealed (concrete, asphalt, paved etc)
10m wide x 9m long	Front	
10m wide x 12m long	The marquee can be: (please select)	
10m wide x 15m long	Secured by pegs	Please note, pegs are 600mm long
10m wide x 18m long	Secured by concrete weights*	
*Note: There'll be a small fee for the use of weights, and it's dependent on the size of the marquee requested.		
Requested delivery date:		Time:
Requested pick up date:		Time:
Is the event covered by public liability insurance? Yes No		
Value:		
I acknowledge that I have read and agree to the community marquee terms and conditions.		
To be signed by someone with authority to sign on behalf of the organisation.		

Thank you for completing your application.

Please email your application, together with a signed copy of the terms and conditions, to sponsorship@raa.com.au

Please address it to:

Attention – Sponsorship Coordinator
101 Richmond Road
Richmond SA 5031

RAA community marquee hire terms and conditions 2021

1. **Background**

- a. RAA makes available to the community a marquee as part of their Grassroots Giving program (**Community Marquee**).
- b. The terms and conditions set out below apply to any booking of the Community Marquee.

2. **Definitions**

In these terms:

Application Form means the RAA Community Marquee Booking Application Form completed by the Hirer.

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).

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 Marquee.

4. **Fee**

As consideration for the hire of the Community Marquee, the Hirer must pay RAA \$1 if demanded in writing by RAA.

5. **Community Marquee**

- a. RAA agrees to make the Community Marquee 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).
- b. The Community Marquee remains the property of RAA, or RAA's contractor, and the Hirer has no legal or equitable interest in the Community Marquee.
- c. RAA makes the Community Marquee available to the Hirer in an as-is condition and RAA makes no representation as to the condition of the Community Marquee or its fitness for any purpose required by the Hirer.

RAA community marquee hire terms and conditions 2021

6. **Delivery and Set Up**

- a. Subject to clause 6d, RAA will arrange for delivery and set up of the Community Marquee to the Site, at a time mutually agreed between the parties.
- b. The Hirer will ensure a representative is present at the Site at the time agreed between the parties.
- c. Upon delivery, the Hirer must identify a suitable, flat and dry location, free from debris, for the Community Marquee to be erected.
- d. If, at the agreed delivery time in clause 6a:
 - i. RAA or its agent cannot access the Site; or
 - ii. the Site is unsuitable for the Community Marquee to be erected; or
 - iii. the Hirer fails to have a representative present as required in clause 4b, this Agreement will be terminated at no cost to RAA, or if agreed between the parties, RAA will make the Community Marquee available at another time under these terms and the Hirer will be liable for any costs associated with the second call out.
- e. The Hirer acknowledges and agrees that:
 - i. the Community Marquee must be secured to the ground;
 - ii. where RAA or its agent is unable to secure the Community Marquee with suitable pegs, concrete weights will be supplied at the Hirer's cost; and
 - iii. it is the Hirer's responsibility to ensure that the Community Marquee remains safely secured to the ground at all times while it is at the Site.

7. **Use of the Community Marquee**

- a. The Hirer must only use the Community Marquee for the Agreed Purpose.
- b. The Hirer must not:
 - i. Cover the RAA logos on the Community Marquee;
 - ii. Attach anything to the Community Marquee;
 - iii. Draw on or otherwise mark the Community Marquee; and
 - iv. Cut or otherwise damage the Community Marquee.
- 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 Marquee.
- e. RAA will arrange for the Community Marquee to be collected from the Site at a time agreed between the parties.
- f. The Hirer must ensure that the Community Marquee is ready for collection from the Site at a time agreed between the parties.
- g. The Hirer must not damage the Community Marquee and must ensure that it is used with all reasonable care.

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- h. The Hirer must notify RAA immediately if the Community Marquee becomes damaged or poses any danger to persons using or in the vicinity of the Community Marquee.
- i. The Hirer must not lend, sell, agree or offer to lend or sell, or otherwise part possession with the Community Marquee.
- j. If the Hirer breaches any of these terms RAA may require that the Community Marquee is dismantled and collected immediately.

8. **Insurance**

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

9. **Liability**

- a. The Hirer agrees that:
 - i. the Hirer uses the Community Marquee entirely at its own risk;
 - ii. the Hirer is liable for any damage to the Community Marquee whilst on the Site;
 - iii. RAA is not responsible for any loss incurred by the Hirer in connection with the Community Marquee 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 delivering the Community Marquee);
 - iv. 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 Marquee, whether under contract, negligence or other tort, equity or otherwise; and
 - v. 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 Marquee 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.

10. **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.

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Signed for and on behalf of

[Insert name of Hirer]

by its duly authorised representative:

Name

Signature

Position

Date: