

SPEEDWAY AUSTRALIA TRACK PUBLIC LIABILITY INSURANCE COMMITMENT FORM

This commitment is subject to the Terms and Conditions set out on the following page. By completing, signing and returning this form you acknowledge that you have read the Terms and Conditions and agree to be bound by them. This form is a binding commitment subject only to the exceptions set out in the Terms and Conditions. **Please note that no cover will be provided until the deposit payment and completed Commitment Form are received by Gallagher.**

THIS FORM MUST BE RETURNED TO ARTHUR J GALLAGHER INSURANCE BROKERS. ONCE RETURNED, GALLAGER WILL INVOICE YOU THE \$1,000 DEPOSIT PREMIUM

Please send to Martyn Luck or Shaun Sirbadhoo – speedway@ajg.com.au **BEFORE 21st October 2021**

Entity Information

Track Name:			
Entity name in full (eg ABC Pty Ltd trading as XYZ Speedway) etc.:			
Registered for GST? No response will default to "No" & GST charges will be applied	Yes	No	ABN:
Do you possess a current Speedway Australia Track Manual?	Yes	No	
Postal Address			
Phone Number		Fax Number	
Contact Person(s)			
Email Address			

EXECUTED for and on behalf of

BY:

(insert full name as specified above)

Signature

Dated :

Signature

Print Name

Print Name

Position

Attach Common Seal if applicable

Position

Terms and Conditions

The parties agree that they are bound by the following terms and conditions:

Definitions

1. In these Terms and Conditions:
 - 1.1 **Deposit** means the sum of \$1,000 payable to Arthur J Gallagher & Co (Aus) Limited);
 - 1.2 **Insurance** means the public liability insurance policy to be obtained by the National Association of Speedway Racing Inc. (Speedway Australia), arranged by Gallagher for all racing, practice and track day events to be conducted by the Track;
 - 1.3 **Insurance Commitment Form** means the form entitled Speedway Australia Insurance Commitment Form attached to these Terms and Conditions;
 - 1.4 **Speedway Australia** means National Association of Speedway Racing Inc. ABN 11 373 518 738;
 - 1.5 **Arthur J Gallagher** means Arthur J Gallagher & Co (Aus) Limited ABN# 34 005 543 920
 - 1.6 **Policy Year** means the period from 4.00pm on 31 October 2021 to 4.00pm on 31 August 2022;
 - 1.7 **Premium** means the premium payable to Gallagher in relation to the provision of the Insurance for a Meeting at the rate and in accordance with the premium allocation model determined by Gallagher;
 - 1.8 **Meeting** means any racing event conducted by the Track during the Policy Year;
 - 1.9 **Terms and Conditions** means these terms and conditions and any variations or amendments made to them from time to time by Speedway.
Track means the entity named in the Insurance Commitment Form.
 - 1.10 **Track Day** means a closed event where a team or association hires or uses the Track exclusively for its own commercial reward.

Operative Terms

2. The Track agrees that it will:
 - 2.1 acquire the Insurance from Arthur J Gallagher for the entire Policy Year;
 - 2.2 permit only Speedway Australia approved categories to participate in any Meeting.
 - 2.3 pay to Arthur J Gallagher the Deposit Premium .
 - 2.4 pay to Arthur J Gallagher the Premium payable in respect of any Meeting 14 days prior to the date of each of that Meeting.
3. Subject to payment of a Premium by the Track as contemplated by clause 2.3 of these Terms and Conditions and upon request by the Track:
 - 3.1 a permit will be issued to the Track as proof of payment of the Premium; and
 - 3.2 a certificate of currency will be issued to the Track on request.
4. The Track agrees and acknowledges that if any approved categories or divisions for any of the Meetings as declared to Speedway Australia or Arthur J Gallagher are changed:
 - 4.1 the Track will declare the change to Speedway Australia and Arthur J Gallagher on the business day after the change occurred;
 - 4.2 the Premium payable to Arthur J Gallagher in respect of the Meeting may be adjusted as a consequence of the change.
5. The Track acknowledges that if the Track fails to comply with its obligations pursuant to these Terms and Conditions, the Insurance may not cover all Meetings conducted by the Track.