**Agreement between the following Drivers and The Sir Henry Royce Foundation**

**DRIVERS**

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| **Name:** ..............................................................................................  **Address:** …………………………………………………………  …………………………………………………………………  **Drivers’ Licence Number:**  …………………………….  **Drivers’ Licence Date of Expiry:** …………………………….. | **Name:** ....................................................................................  **Address:** …………………………………………………………  …………………………………………………………  **Drivers’ Licence Number:** ……………………………..  **Drivers’ Licence Date of Expiry:** …………………………….. | |
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**In consideration of** being able to drive the Rolls Royce, each of the Driversindividually **AGREES** to be bound by these Terms and Conditions:

1. **Preliminary**
   1. This agreement relates to the Rolls Royce Silver Shadow with Chassis No. SRH15953 and Registration 48321J (NSW) **(“the Rolls-Royce”)** which is owned by The Sir Henry Royce Foundation **(“the Foundation”)** and is under the custody of Brian Crump (**the Custodian).**
   2. Each of the Drivers:
      1. will drive in a safe and responsible manner at all times.
      2. will comply with the Australian Road Rules at all times.
      3. will comply with all reasonable directions given to him by a representative of the Foundation or the Custodian of the Rolls-Royce.
      4. acknowledges that the Rolls-Royce can be used only for the following:
         1. for events organised by RROCA (NSW Branch) Inc and recorded by RROCA (NSW Branch) Inc in its official minutes or 'Day Book';
         2. for events organised by recognised historic vehicle clubs, if an official invitation is received, accepted and recorded by RROCA (NSW Branch) Inc in its official minutes or 'Day Book';
         3. for up to 60 days each year for the following journeys outside of organised club events, each of which journey is to be recorded in the Historic Vehicle Log Book issued by Transport for NSW and RROCA (NSW Branch) Inc. for the Rolls‑Royce:
            1. for events organised by community organisations if an official invitation is received, accepted and recorded by RROCA (NSW Branch) Inc in its official minutes or 'Day Book';
            2. for short journeys to service and inspect the vehicle; and
            3. on longer journeys if the RROCA (NSW Branch) Inc has agreed of that journey prior to its commencement and details of the proposed journey are recorded in RROCA (NSW Branch) Inc’s official minutes.
   3. The Foundation agrees:
      1. To allow the Drivers to drive the Rolls‑Royce subject to the terms and conditions as set out in this agreement; and
      2. To keep the Rolls‑Royce registered and comprehensively insured.
2. **Assumption of Risk (Risk Warning)**
   1. Each of the Drivers acknowledges that driving a motor vehicle, especially an older motor vehicle can be a dangerous activity and involves obvious and inherent risk. The risks associated with driving the Rolls-Royce include but are not limited to the following:
      1. Driving a motor vehicle with old technology and components;
      2. Driving in poor weather conditions;
      3. Driving in difficult traffic; driving on poor quality road surfaces;
      4. Driving on congested public roads;
      5. Colliding with another vehicle or another object on or alongside the road.
   2. Each of the Drivers acknowledges (a) that he is aware of the risks referred to in clause 2.1 and (b) that he drives the Rolls‑Royce at his own risk.
   3. Each of the Drivers is responsible for the following;
      1. complying with the Australian Road Rules at all times that the Rolls‑Royce is signed out to be under his care and control
      2. any penalties that arise from driving the Rolls‑Royce whilst it is under that Driver’s care and control – they are penalties that apply to that particular Driver and not to the Foundation, its Trustees, the Custodian, or the Rolls-Royce Owner’s Club of Australia, and that Driver will do all things necessary to acknowledge that in the event of any accident or breach of the Road Rules.
   4. The Driver is also responsible for the daily maintenance and minor servicing (such as but not limited to (a) oil changing, front wheel alignment and similar, and (b) minor repairs up to $500).
   5. The Driver agrees to use the vehicle every month for at least 30 kilometers.
   6. Each of the Drivers agrees to pay any excess on an insurance claim resulting from him driving or being in charge of the Rolls-Royce. The excess is currently $250 per incident for a nominated Drivers.
   7. Each of the Drivers agrees not to delegate management or driving of the Rolls-Royce to another party except in a case of emergency in which case that Driver retains all of the responsibilities set out above.
3. **Exclusion of Liability**
   1. To the maximum extent permitted by law, under no circumstances will the Foundation, its Trustees, the Custodian, or the Rolls-Royce Owners’ Club of Australia, its officials, servants, representatives, agents and sponsors (or any of their respective representatives), be liable for any of the Drivers death, personal injury, loss or damage (including loss or damage to property) in any way caused, which may be sustained or incurred by that Driver as a result of driving the Rolls-Royce.
4. **Release**
   1. With effect on and from the date of these Terms and Conditions, Each of the Drivers releases and discharges the Foundation, its Trustees, the Custodian, and the Club and its officials, servants, representatives, agents and sponsors (and any of their respective representatives), from all claims and liabilities of any nature that the Driver may suffer or incur arising from or in connection with or incidental to his driving the Rolls-Royce.
5. **Indemnity**
   1. To the extent not covered by the comprehensive and CTP insurance policies for the Rolls‑Royce, each of the Drivers indemnifies the Foundation, its Trustees, the Custodian, the Club and its officials, servants, representatives, agents and sponsors (and any of their respective representatives), against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by them, caused by or arising out of any act, matter or thing done, permitted or omitted to be done by that Driver driving the Rolls-Royce.
6. **Other**
   1. Subject to clause 6.2, this agreement insofar as it relates to any one or more of the Drivers terminates 12 months after both that Driver or those Drivers and the Custodian have signed this agreement but may be renewed.
   2. Any of the parties may terminate this agreement by giving 2 weeks’ written notice to the other parties.
   3. The Foundation, its Trustees, the Custodian, and the Club reserve the right, in their absolute discretion, to refuse an application to drive the Rolls-Royce.
   4. These Terms and Conditions contain the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct and prior agreements and understandings between the parties in connection with its subject matter.
   5. These Terms and Conditions are governed by the laws of New South Wales. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

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| Signed: ....................................................................................  Print Name: …………………………………………………………  Date of signature:  …………………………….. | Signed: ............................................................................................  Print Name: …………………………………………………………  Date of signature:  …………………………….. |
| Signed: .....................................................................................  Print Name: …………………………………………………………  Date of signature:  …………………………….. | Signed: .....................................................................................  Brian Crump, Custodian and Trustee on behalf of The Sir Henry Royce Foundation.  Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Registration of vehicle: 48321J Historic and Classic Vehicle Log Book: A 214637