



RACQ Mobility Centre

Code of Conduct

Author Centre Operations

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Introduction.....	3
Our Vision	3
Centre Plan and Facilities	3
Access to the Centre	4
Confidential Information, Product and Data Security	4
Workplace Health and Safety	4
1. Hirer Obligations.....	5
2. Induction.....	5
3. Consequence of Breach	5
4. Personal Information.....	5
5. Conditions of Use.....	6
6. Insurances.....	6
7. Weather.....	6
8. Alcohol, Substances and Fatigue	6
9. Traffic Control	7
10. Entering Training and Testing Zone Areas	7
2. Driver’s Licence.....	8
3. Speed Limits.....	8
4. General Centre Obligations	9
5. Safety Obligations & Operating Procedures.....	10
6. Centre location – How to find us	11
7. Definitions:	11
8. Interpretation	12

Introduction

RACQ exists to make a positive difference to the lives of its members now and into the future. RACQ is committed to developing a community of safer drivers, in safer vehicles on safer roads.

The RACQ Mobility Centre of Excellence (the **Centre**) will be positioned as a world class facility offering safe and reliable testing of connected and autonomous technology, product validation and certification, education and facilities to support future mobility innovation and research through collaborative industry and academic partnerships.

Our Vision

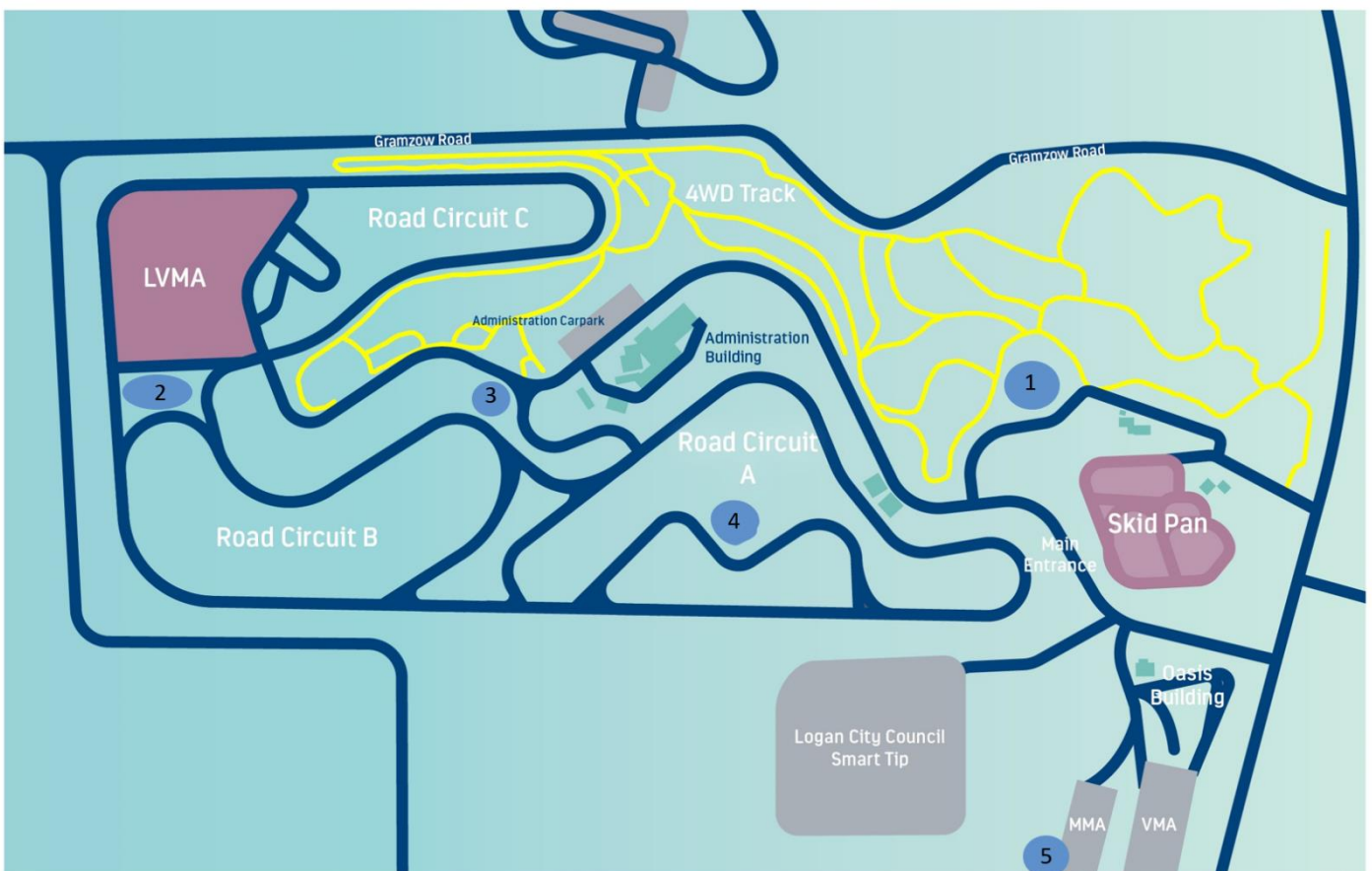
To be a globally recognised thought leader, and centre of excellence, for the development, testing and transition of technology and systems that promote safe and sustainable transportation solutions.

Centre Plan and Facilities

Located in Brisbane, Australia, the Centre will be the premier facility in the southern hemisphere for performance and safety testing of connected and autonomous technology under controlled and realistic driving conditions. Embracing a safe systems approach, the Centre will also act as a testing ground for connected infrastructure whilst promoting safe driving behaviour.

The Centre is conveniently located at 1753 - 1799 Mount Cotton Road, Cornubia, Queensland 4130; only 45 minutes from the Brisbane Airport and the Port of Brisbane.

The Centre is spread across approximately 45-hectares with six purpose built driving zones, research and development facilities, garaging, administration offices as well as event and training facilities.



Access to the Centre

Access to the Centre is restricted to vehicles and personnel authorised by Centre Management. Access to the testing and training facilities is similarly restricted, with vehicles and personnel to only access these zones/areas with the authorisation of Centre Management.

All vehicles must be parked at designated areas across the Centre. All visitors are to complete the relevant sign in process on arrival and sign out upon departure, unless otherwise specified by Centre Management. All users of the Centre must complete the appropriate Centre induction requirements prior to arriving at the Centre and utilisation of the facilities.

Contact Person – The Hirer must nominate a representative to oversee its activities and Personnel and Invitees, who can act effectively in an emergency and who must be present at the Centre throughout all activities. This person will also be the primary contact for communications with Centre Management.

Photography – The Hirer and its Invitees may use photographic equipment in connection with their own activities but under no circumstances are they permitted to take photographs or recordings of third parties including other Hirers or their Invitees using the facilities, including in relation to their equipment, product testing and product development (other than if requested by or with the consent of the relevant party). RACQ branding must not be photographed or recorded without written approval of Centre Management.

Confidential Information, Product and Data Security

The operational activities undertaken at the Centre are recognised as confidential in nature and it is a condition of use that confidentiality is maintained.

It is a condition of use of the Centre that security of these operations is maintained in both physical and electronic environments.

These provisions apply to the activities of all entities and persons operating at the Centre, and all users will respect the confidentiality of each operation.

Confidential information includes, but is not limited to:

- (a) product testing;
- (b) product development;
- (c) event and seminar content; and
- (d) hiring/leasing arrangements between the Hirer and the Owner.

Workplace Health and Safety

All Hirers must, and must ensure their respective Personnel and Invitees, comply at all times with:

- (a) all applicable laws relating to occupational or workplace health and safety; and
- (b) the occupational health and safety procedures relating to the Centre; and
- (c) all reasonable directions of the Owner and the Owner's Personnel.

1. Hirer Obligations

- 1.1 It is a condition of entry to and use of the Centre and the facilities and equipment at the Centre that each Hirer reads and abides with this Code of Conduct and the Centre Procedures.
- 1.2 The Hirer must ensure that each of its Personnel (including any Instructors) and Invitees:
 - (a) have read and understood the Code of Conduct;
 - (b) is aware of their obligation to comply with the Code of Conduct and Centre Procedures;
 - (c) comply with the Code of Conduct and Centre Procedures; and
 - (d) signs all access and use notices upon request by the Owner.
- 1.3 The Owner may vary or amend this Code of Conduct and the Centre Procedures from time to time and each Hirer must, and must ensure that its Personnel and Invitees, comply with the varied or amended Code of Conduct and Centre Procedures with effect from the date of variation or amendment.
- 1.4 Where there is any conflict between this Code of Conduct, the Centre Procedures or directions given by the Owner to the Hirer and any Hiring Agreement to which a Hirer is party, the Hiring Agreement prevails.

2. Induction

- 2.1 The Hirer will ensure that all its Invitees being permitted to access the Centre undertake an induction suitable for the purpose in which the Invitee is accessing and utilising the Centre. The induction must outline their obligation to comply with the Code of Conduct, Centre Procedures and any reasonable directions of the Owner.
- 2.2 The Centre induction may include a specific Centre/work area, or the part/whole of a facility at the Centre. The Centre Procedures must also be understood by each Hirer and its Personnel who will access the Centre. All other relevant documentation reasonably required by the Owner, must be completed and, where requested by the Owner, provided to the Owner including current drivers' licence and medical declaration forms.

3. Consequence of Breach

- 3.1 If the Hirer or any of its Invitees Hirer materially breaches the terms of the Code of Conduct or the Centre Procedures in a manner which, in the Owner's opinion, endangers others, impacts the use and enjoyment of the Centre by others, or otherwise puts any person, property or the Owner at risk, the Owner may (without limitation):
 - (a) suspend the relevant Hire;
 - (b) require any person in breach of the Code of Conduct or Centre Procedures to immediately vacate the Centre (regardless of whether the hire period has expired); and
 - (c) vary the terms of that Hirer's use of the Centre to minimise the risk of future breaches.

4. Personal Information

- 4.1 The Hirer must ensure that its Personnel and Invitees:
 - (a) acknowledge and agree that the Owner may collect personal information as part of the induction process and ongoing use of the Centre which will not be disclosed to any third party without the consent of the person to whom the information relates unless required or authorised by any law (howsoever defined); and
 - (b) consent to the Owner using and disclosing information for the purpose of undertaking any test, or providing the outcome of any test to a third party, in accordance with paragraphs 8.6 and 8.7 of this Code of Conduct.

- 4.2 The Owner will ensure all personal information collected is dealt with in accordance with its privacy policy and comply with all laws in respect of the collection, handling, use and disclosure of personal information. A copy of the RACQ Group Privacy Policy is available at racq.com or upon request.

5. Conditions of Use

- 5.1 Where the Hirer uses the Centre's facilities, the Hirer must ensure:
- (a) any training aids and training equipment provided by the Owner for use by the Hirer are returned to their designated locations after use;
 - (b) that it reports the loss or visible damage to any training aids and equipment associated with the Centre to the Owner as soon as practicable; and
 - (c) the Centre facilities are used in a hygienic manner and left clean and tidy and all general waste is placed in the bins provided.
- 5.2 The Hirer acknowledges and agrees that during an epidemic, pandemic or public health emergency, the Owner may issue to Hirers additional conditions of use with respect to the Centre, which will be taken to be included in this Code of Conduct with effect from the date of notification by the Owner to the Hirer.
- 5.3 The Hirer further acknowledges and agrees that during an epidemic, pandemic or public health emergency, the Owner may:
- (a) install or erect additional signage at the Centre; and
 - (b) require Hirers to ensure that their respective Risk Management Plans and Course Outlines are updated to address risks arising with respect to the epidemic, pandemic or public health emergency,
- and the Hirer must comply with such any such signage or requirement as installed, erected or issued by the Owner from time to time.
- 5.4 If the Hirer fails to abide by this Code of Conduct then the Hirer will be liable to the Owner for any loss suffered by the Owner in connection with such failure, including the reasonable costs of rectifying the Centre's facilities to the condition the facilities would have been in had the Hirer abided by these conditions subject to the terms of any Hiring Agreement between the Hirer and the Owner.

6. Insurances

- 6.1 Without limiting the Hirer's Hiring Agreement, each Hirer confirms that vehicles and general third-party liability policies cover accidents and damage that may be caused by or to vehicles used in any activity conducted by the Hirer or the Hirer's Invitees at the Centre.

7. Weather

- 7.1 Adverse weather conditions including fog, thunderstorms, heavy rain and total fire ban days (as declared by Queensland Fire and Emergency Services) may mean that activities at the Centre cannot be conducted.
- 7.2 Should any of these conditions prevail, the Owner will decide whether activities can take place at the Centre.

8. Alcohol, Substances and Fatigue

- 8.1 While driving or operating any vehicle / machinery / equipment at the Centre, blood alcohol limits are to be zero for all persons.
- 8.2 No person will be permitted to drive or operate any vehicle, machinery or equipment at the Centre if affected by drugs, unduly fatigued or otherwise unable to operate the vehicle, machinery or

equipment in a safe and responsible manner.

- 8.3 It is recommended that drivers should manage fatigue by only driving or operating any vehicle, machinery or equipment at the Centre for a maximum of 7.5 hours in a working day, with appropriate rest periods taken. Where high speeds or repetitive testing is involved, a driver should not work continuously for more than 1½ - 2 hours. This may vary depending on the type of training or testing that is being conducted.
- 8.4 No dangerous drugs as defined in section 4 of the *Drugs Misuse Act 1986* (Qld) including those listed in Schedules 1 and 2 of the *Drugs Misuse Regulation 1987* (Qld) may be brought to or consumed at the Centre. Any person found to be in possession of a dangerous drug will be referred to the Queensland Police Service.
- 8.5 A person must not operate any vehicle, machinery or equipment at the Centre if they have taken any prescription medicine which may impair their ability to operate the vehicle, machinery or equipment unless that person has a medical certificate confirming that the person is able to safely operate the vehicle, machinery or equipment. The Hirer and the Owner reserve the right in their sole discretion to refuse to allow a person to operate a vehicle, machinery or equipment irrespective of a medical certificate.
- 8.6 The Hirer must ensure that its Invitees acknowledge and agree that the Owner may require any person making use of the Centre who the Owner suspects, on reasonable grounds, is under the influence of alcohol, affected by drugs, unduly fatigued or otherwise unable to operate the vehicle, machinery or equipment in a safe and responsible manner, to immediately vacate the Centre. The Hirer must further ensure that its Invitees acknowledge and agree that the Owner may also require any person making use of the Centre facilities to submit to drug and alcohol testing if required by the Owner (or its independent contractors).
- 8.7 The Hirer must ensure that its Invitees acknowledge and agree that the outcome of any drug or alcohol test undertaken by the Owner (or its independent contractors) may be given to the Hirer, any insurer of the Hirer or Owner, the Queensland Police Service, Work Health and Safety Queensland and any other relevant regulator in the event of an accident and/or incident.

9. Traffic Control

- 9.1 All persons at the Centre must observe any Centre traffic and pedestrian management plans provided by Centre Management and normal requirements of any road laws that would apply were the vehicles being driven on a public road except to the extent permitted by the Owner.
- 9.2 The driver's primary responsibility is always to maintain control of the vehicle. The driver will not be required to operate beyond their capability or be subjected to personal risk. **No person is to perform any task that they do not wish to or feel confident to undertake.**
- 9.3 All persons will:
 - (a) only drive vehicles on designated circuits and follow approved routes;
 - (b) not board or leave a moving vehicle or moving equipment or ride on fenders, running boards or anywhere outside the regular driver or passenger position for the vehicle.
- 9.4 Hirers are responsible for ensuring any vehicle operated within or outside the Centre is registered. Test vehicles are permitted to operate in training or testing zones at the Centre without being registered, however, basic safety checks (i.e. lights and brakes) must be carried out on the test vehicle prior to use.

10. Entering Training and Testing Zone Areas

- 10.1 Extreme care must be exercised whenever entering training and/or testing facility areas:
 - (a) stop and ensure the area is clear from pedestrians, vehicles, and animals;

- (b) check direction of travel; and
- (c) give way to approaching traffic.

10.2 Any signage indicating the state of a training or testing zone must be adhered to.

10.3 The Hirer must ensure that it conducts a clearing run (being a visual assessment) of a training or testing zone area, to familiarise itself, and ensure there are no previously unidentified hazards or changes within the controlled area.

10.4 If the Hirer uses the Centre's facilities, the Hirer is responsible for ensuring the gates at the entry and exit points (if any) of the applicable facilities in use:

- (a) are closed during the use of the applicable facilities, with usage signage activated; and
- (b) left closed at the conclusion of the use of the applicable facilities.

11. Driver's Licence

11.1 Any person who is operating a vehicle must:

- (a) have a valid Australian drivers' licence; and
- (b) comply with any restrictions or conditions of that drivers' licence including relation to class of vehicle.

11.2 A person may operate a vehicle on a valid International or Foreign Country Drivers Licence at the discretion of the Hirer. The Hirer must ensure that any of its Personnel and Invitees driving on a valid International or Foreign Country Drivers Licence:

- (a) warrants that:
 - (i) the International or Foreign Country Drivers Licence is valid and has not been suspended or cancelled; and
 - (ii) any infractions for failure to comply with any road rule have been disclosed; and
- (b) must comply with any restrictions or conditions of the drivers' licence including in relation to class of vehicle.

12. Speed Limits

12.1 The Hirer must ensure that its Personnel and Invitees comply with the following speed limits (or as otherwise signed), unless otherwise permitted in writing by the Owner, on the:

- (a) Internal Access Road:
 - (i) speed limits are limited to 20km/h in front of the Administration Building and to 40km/h on all other general access roads;
- (b) Road Circuit A + B + C:
 - (i) speed limits range from 40km/h to 80km/h;
- (c) Skid Pan:
 - (i) maximum speed on the Skid Pan must not exceed 40km/h;
- (d) LVMA:
 - (i) speed limits range from 40km/h to 80km/h;
- (e) VMA / MMA:
 - (i) speed limits range from 40km/h to 60km/h;
- (f) 4WD Track:

- (i) maximum speed on the tracks/trails must not exceed 40km/h.

13. General Centre Obligations

13.1 All persons accessing the Centre must:

- (a) if observing or spectating, stay within designated observation or spectating areas;
- (b) only smoke in designated areas including the use of e-cigarettes and dispose of any cigarette butts or other smoking paraphernalia in the designated receptacles provided however that Centre Management may ban smoking in all areas of the Centre (including designated smoking areas) on fire ban days;
- (e) dispose of all general waste in the appropriate receptacles provided;
- (f) respect wildlife/fauna while noting that animals may appear unexpectedly and may cross access roads and testing areas - if you require assistance where an animal is injured contact "1300 ANIMAL" on 1300 264 625 and appropriately advise the Owner of the incident;
- (g) not injure, kill, frighten, or feed the local wildlife or seek to do any of the foregoing;
- (h) not deliberately or negligently damage, kill or remove any plants or flora through any act or omission;
- (i) not deliberately or negligently damage by act or omission any of the fixtures, fittings, or infrastructure at the Centre;
- (j) be courteous and respectful of all persons at the Centre;
- (k) refrain from the use of profanity and derogatory speech;
- (l) report any visible damage observed to property or any injury to person immediately to the Hirer who must advise the Owner as soon as practicable;
- (m) report any dangerous, reckless, or irresponsible behaviour observed immediately to the Hirer who must advise the Owner as soon as practicable; and
- (n) not play loud music.

13.2 The following rules are to be used in conjunction with any industry specific safety regulations including any safety regulations issued by an organisation using the facilities across the Centre.

- (a) **Safety Belts** - must be worn at the Centre at all times by all drivers and passengers in all vehicles unless an exemption is given in writing by the Owner. Certain types of testing may be exempt, written confirmation is required from the Owner prior to undertaking testing.
- (b) **Crash Helmets** – use of a crash helmet within a vehicle is at the discretion of the Hirer in accordance with their Risk Management Plan. Helmets are to comply with the current Australian Standards. Crash helmets must be worn when operating a motorcycle.
- (c) **Electric Cars** - should an electric or alternatively fueled vehicle be involved in an incident, always take extreme caution in assessing the scene prior to taking the appropriate action.
- (d) **Headlights** – Centre Management recommends that all vehicles travelling between activity zones within the Centre travel with headlights on to improve vehicle movement visibility.
- (e) **Hazard Lights** - must be used whenever vehicles across the Centre breakdown and/or are involved in an incident that requires additional support i.e. vehicle towing, emergency service etc.
- (f) **Mobile Phones** - are to be used in a vehicle ONLY when it is stationary and parked in a safe location.
- (g) **Electrical Equipment** - The Hirer must report all visible defects in electrical equipment and

tools supplied by the Centre as soon as practicable and must not interfere with including by modifying, removing or tampering with any electrical tags or electrical equipment.

- (h) **Vehicles** - must comply with all vehicle manufacture requirements and be registered (except as otherwise allowed under this Code of Conduct in relation to test vehicles).

Hirers acknowledge and agree that the Owner and the Owner's Personnel and other representatives of the Owner may observe activities of the Hirer and the Hirer's Invitees whilst at the Centre.

14. Safety Obligations & Operating Procedures

14.1 All persons accessing the Centre must:

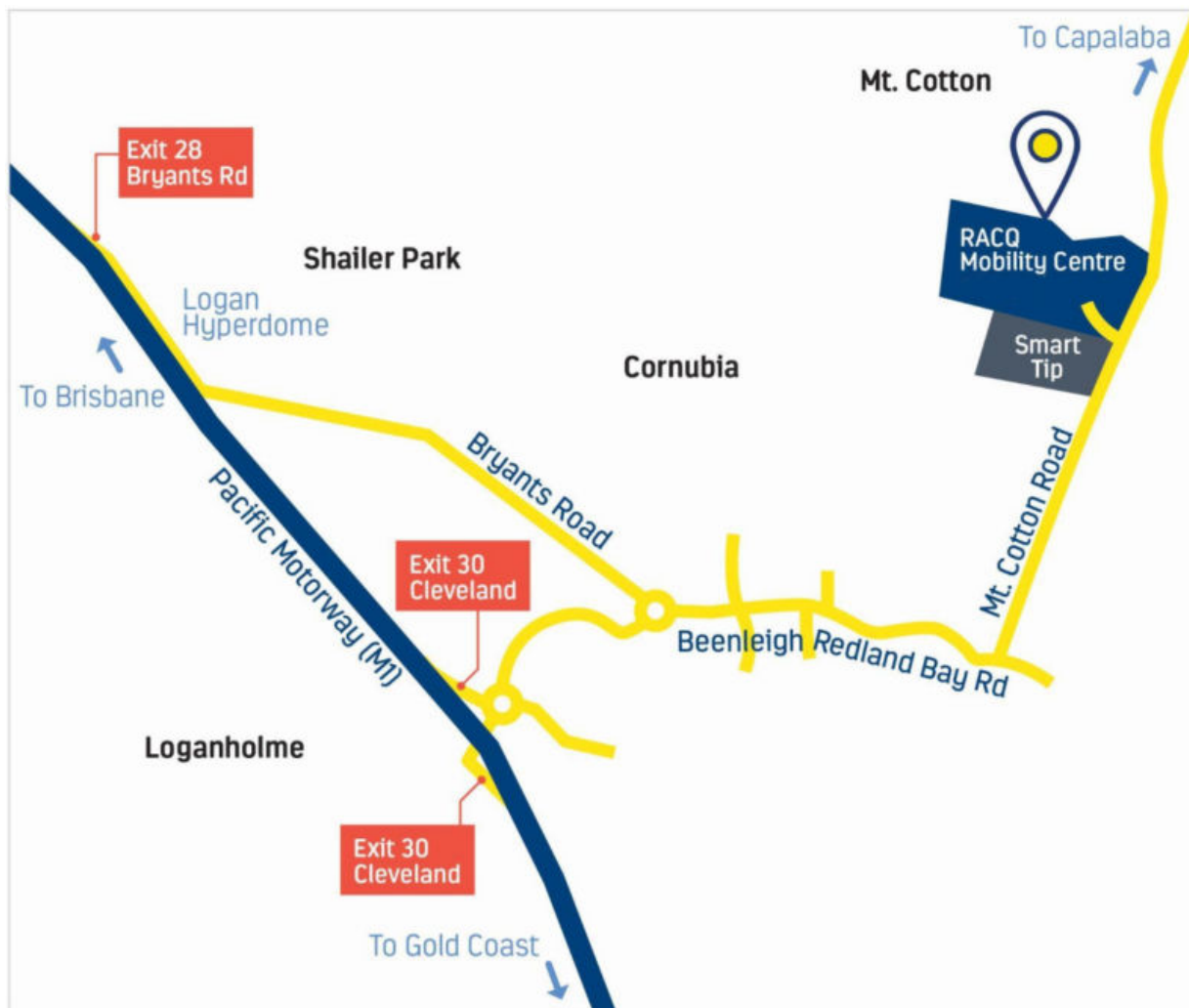
- (a) comply with this Code of Conduct;
- (b) comply with all procedures and policies in force in relation to the Centre (as modified or varied from time to time) to which the Hirer has been given notice (including the Centre Procedures);
- (c) follow all safety directions given by or on behalf of the relevant Hirer, the Owner and its Personnel and emergency services.

14.2 First Aid Kits and Automated External Defibrillators (**AED**) are strategically located across the Centre at the following locations:

- (a) the Administration Building (First Aid Kit and AED);
- (b) the Road Circuit A and B Driver Exchange (First Aid Kit and AED);
- (c) the LVMA Driver Exchange (First Aid Kit and AED);
- (d) the Skid Pan Driver Exchange (First Aid Kit and AED);
- (e) the Oasis Building (First Aid Kit and AED); and
- (f) the 4WD Driver Exchange (First Aid Kit only).

15. Centre location – How to find us

Street Address: 1753 – 1799 Mount Cotton Road, Cornubia QLD 4130



16. Definitions:

Centre means the RACQ Mobility Centre.

Centre Management means the Manager of the Centre and such other persons authorised to act in such capacity by the Owner.

Instructor means an instructor provided by the Hirer at its own cost in order to run an activity at the Centre and who holds the relevant qualification and has requisite experience to run the activity.

Invitee with respect to a Hirer means a person present at the Centre:

- (a) at the invitation of the Hirer;
- (b) by association with a person present at the Centre by invitation of the Hirer; or
- (c) by association with the Hirer or its Personnel,

including:

- (d) Personnel and volunteers of the Hirer;

- (e) Participants;
- (f) Instructors; and
- (g) Spectators and guests of any of the foregoing.

Hirer means a person who is a party to a Hiring Agreement.

Hiring Agreement means a hiring agreement between the Owner and a person with respect to the facilities at the Centre.

Owner means RACQ-Queensland Driving Excellence Centre Pty Ltd.

Participant means a participant in an activity who is at the Centre at the invitation of the Hirer.

Personnel in relation to a party means the party's officers, employees, agents and contractors.

17. Interpretation

A reference to:

- (a) any document (including this Code of Conduct) includes references to the document as amended, consolidated, supplemented, novated, or replaced; and
- (b) a statute includes a reference to all enactments amending or consolidating the statute and to an enactment substituted for the statute and any subordinate legislation, including regulations.