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### PART VI – Circuits, Venues and Courses

**Note:** Text changes from the previous issue of this Schedule are **highlighted** such. Text changes for grammatical and/or formatting reasons are not highlighted.

#### 62. International Venues:

- (1) No International Meeting or Event or International Record Attempt or World Record Attempt **under the authority of MotorSport NZ or the FIA** may be held without a Licence in respect of the venue thereof being issued by the FIA.
- (2) Any application for a Licence for either a permanent or temporary venue for **such** an International Event or International Record Attempt or World Record Attempt must be made to the FIA by MotorSport NZ for and on behalf of the organiser or venue owner or operator, and all and any correspondence and communication in connection with such application which must be made to the FIA, shall be made by and through MotorSport NZ at all times to the exclusion of the organiser or venue owner or operator.
- (3) The FIA will issue **such** a Licence in respect of a venue (if the venue is to be used for an International Meeting or Event) only if a Venue Licence has been issued by MotorSport NZ in respect of the venue in accordance with this Code and if the venue complies with MotorSport NZ's criteria in force from time to time and any such Licence will be valid for the period stated in the Licence and may (in the FIA's discretion):
  - (a) Restrict the venue to certain classes or types of competing vehicles;
  - (b) Prescribe the maximum number of competing vehicles able to take part at one time;
  - (c) Specify the length of the circuit;
  - (d) Specify in an addendum to the Licence, the safety equipment required to be in place for International Events; and
  - (e) Be withdrawn by the FIA at any time or refused renewal.
- (4) Any Licence issued by the FIA must be displayed in a prominent position at the venue in order that it is accessible to Competitors **at any Meeting or Event to which the licence applies.**

#### 63. Venue Licence:

- (1) MotorSport NZ shall in Appendix One **and Appendix Two Schedule H** of this Code, prescribe from time to time the requirements of any circuit (either permanent or temporary) or any other venue in respect of which MotorSport NZ shall require a Venue Licence to be issued **(for any activity under the authority of MotorSport NZ or the FIA)** and the forms for and the fees to be paid in applying for a Venue Licence together with the grades of Licence to be issued and the types of competing vehicles for which such Licence may permit Events to be held on the circuit or venue.
- (2) The issue of a Venue Licence shall imply a non-exclusive, non-assignable Licence to the holder thereof for the duration of the Licence, to use such trademarks as are owned or controlled by MotorSport NZ and shall grant to the organiser such further rights and licences as may be necessary or desirable for the holder to hold itself out and the circuit or venue as licensed and authorised by MotorSport NZ, in each case in such form and style and upon and subject to such terms and conditions as MotorSport NZ may stipulate.
- (3) **MotorSport NZ IP Licence(s):**
  - (a) **The holder of any Venue Licence under this Code grants to MotorSport NZ a MotorSport NZ IP Licence, in**

accordance with Article 5 of this Code and this Article 63(3) of this Code.

**(b)** The MotorSport NZ IP Licence:

- (i)** applies to all Commercial Rights that the holder of a Venue Licence owns, holds or controls, or otherwise has the permission of the owner to use, in connection with its activities in accordance with the Venue Licence.
- (ii)** comes into effect when MotorSport NZ grants the relevant Venue Licence.
- (iii)** continues in effect until the end of the period for which the Venue Licence is granted or any lawful termination of the MotorSport NZ IP Licence; and
- (iv)** further continues in effect (notwithstanding Article 63(3)(b)(iii) above) indefinitely with respect to Commercial Rights (including rights regarding words or images) that have been used by MotorSport NZ pursuant to the MotorSport NZ IP Licence during the term of the Venue Licence.

**(c)** If for any reason (whether insolvency or otherwise) the grantor of the MotorSport NZ IP Licence ceases to fulfil or cannot fulfil their obligations under the relevant Venue Licence then at MotorSport NZ's sole option MotorSport NZ may continue to use and/or sub-licence the use of those Commercial Rights to any other party in connection with the activities that are subject to the Venue Licence, so far as MotorSport NZ considers it is necessary to allow any MotorSport NZ or FIA permitted, sanctioned, traditional or generally regular calendar event or activity to proceed.

**(d)** Each entity that grants a MotorSport NZ IP Licence:

- (i)** warrants to MotorSport NZ that they own, hold, control all Commercial Rights, or otherwise have the permission of the owner of, any relevant Commercial Rights to which the MotorSport NZ IP Licence applies; and
- (ii)** agrees to indemnify and hold harmless MotorSport NZ (and any associated entities or individuals relying on the MotorSport NZ IP Licence) in respect of any claim or action by any other party in relation to the use of Commercial Rights pursuant to the MotorSport NZ IP Licence.

**(e)** If MotorSport NZ and the grantor of a MotorSport NZ IP Licence agree that any Venue Licence appears to be capable of commercial exploitation for gain, then they may enter into a separate document comprising a MotorSport NZ IP Licence on terms consistent with this Article 63(3) of the Code, but otherwise as agreed between the parties.

**(i)** If the terms of such a separate licence are agreed, and the document is signed and currently in effect, then it shall comprise the relevant MotorSport NZ IP Licence for the purposes of this Code.

**(b)** But unless and until any separate licence is executed and in force between those parties the MotorSport NZ IP Licence provided for in Article 5 and Article 10(1)-10(4) of this Code applies.

**64. Venue Log Book:** The holder of a Venue Licence for a permanent circuit or track shall provide a suitable Venue Log Book, which shall be made available at all Meetings or Events to the Event Director and/or Race Director (where appointed), Clerk of the Course, Meeting Stewards and at all other times on request of a member of the Circuit Safety Department. The Venue Log Book is to contain (at least):

- A copy of the current Circuit licence,
- The current Venue Plan,
- The current Safety Plan,
- A record of the regular maintenance schedule requirements, and
- A record of events held at the venue, including reports of any damage (including rectification) arising from that event.

**65. Obligations of Venue and Circuit Owners or Operators:**

- (1)** MotorSport NZ shall in Appendix One of this Code, prescribe from time to time the requirements and obligations of the holder of a Venue Licence as to maintenance, upgrading and inspection of the circuit or venue in respect of which a Venue Licence has been issued and the holder of such Licence shall comply with and perform all such requirements and obligations.
- (2)** The holder of a Venue Licence shall make available to the Steward officiating at any National or International Race Meeting or Event conducted at the venue, the Venue Licence and the circuit or venue's log book and to the

Stewards at all other Meetings or Events all safety information required to be made available by MotorSport NZ's Chief Track Inspector.

- (3)** The holder of a Venue Licence shall reinstate or carry out temporary repairs to any safety barrier or device which has been damaged, displaced or destroyed during any Meeting or Event, such repairs to be inspected and approved by the Stewards prior to the continuation of the Meeting or Event.