



## Performing of Services:

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1. **[Law]** Contractor will comply with the law, normal industry standards and Brisbane Racing Club (BRC) Management's reasonable directions;
2. **[Materials]** Contractor will use only first class materials;
3. **[Standards]** Work will be done to a high standard and comply with any applicable Australian Standards and or Industry Code of Practice;
4. **[Emergency]** Contractor will not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency service or any authorised security officer in the exercise of his duties or power in or near the venue;
5. **[Exits]** Contractor will keep all passages in and exits from any BRC venue, fire alarms and fire extinguishers, free from obstruction and keep exits locked or unlocked as BRC Management directs;
6. **[Damage]** Contractor will not by any act or omission, cause damage to BRC property and take all precautions necessary to ensure that equipment and surface finishes are protected against dust, dirt, shock and impact;
7. **[Dangerous items]** Contractor will not do or bring into the venue anything that in the reasonable opinion of BRC Management is dangerous, flammable, volatile, explosive, disorderly, toxic, noisome, offensive, immoral or inconsistent with the purpose for which this contract was made or the purpose of the venue;
8. **[Restricted entry]** Contractor will not enter any area in BRC venues which is not the subject of the services without permission from BRC Management;
9. **[Service entry]** Contractor will use back of house service ways, lifts and areas for the purpose of transporting, storing and operating tools, equipment and materials;
10. **[Not interrupt events]** Contractor will not cause the interruption of any events being held at BRC venues;
11. **[Barricades]** Contractor will barricade the work areas where they are in a public area, to the satisfaction of BRC Management and will keep all tools and equipment within the barricaded area;
12. **[Waste]** Contractor will dispose of all waste resulting from their activities;
13. **[Tools]** Contractor will only use tools and equipment approved by BRC Management and will not use any BRC equipment or tools without permission from BRC Management.
14. **[Noise]** Contractor will use its best endeavours to make sure that noise levels are kept to a minimum.
15. **[Smoking]** Contractor will not, and will make sure that its employees do not smoke in BRC venues other than the Designated Smoking Areas;
16. **[Skills]** Contractor, or its representatives who have appropriate qualifications and skills, will do all the work needed to provide the services at should be able to provide proof of such at the request of BRC Management;
17. **[On-Site Safety Induction]** Contractors and their staff (includes sub contractor) are to undertake the Brisbane Racing Club site safety induction prior to commencing work.

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BRC Management can make Contractor stop work at any time if any aspect of the services are not acceptable to BRC Management. Any cost incurred is the responsibility of the Contractor.

## Work Health & Safety

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The *WHS Act 2011* requires that persons conducting a business or undertaking provides due diligence with regards to ensuring the safety of workers and persons associated with the undertaking i.e. the public and Brisbane Racing Club staff.

Contractors or Person Conducting a Business or Undertaking are to ensure that safety management plans; safe work method statements and risk assessments are conducted in their associated activities whilst engaged as contractors at Brisbane Racing Club. (includes sub contractors of the principal contractor).

## Entry to BRC Venues

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Contractor and their representatives enter BRC venues at their own risk. Contractor releases BRC Management and its officers, employees and agents from any liability whatever however arising in relation to the services or entry to BRC venues.

Contractor must make sure that all keys and passes of any kind relating to BRC venues or anything in it given to Contractor:

- (a) are kept by people authorised by BRC Management;
- (b) are not duplicated;
- (c) are returned to BRC Management when Contractor vacating of premise, or at the completion of the works, whichever is earlier.

Building Maintenance Contractors and their representatives must sign in and out each day at reception of the relevant BRC venue. Only the Contractor and their authorised representatives can enter BRC venues. Contractor and their representatives can park in the prescribed parking areas, but only for the purpose of the services.



**Contractor's responsibility**

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Contractor agrees that BRC Management is not responsible for any aspect of the services.

Contractor agrees to indemnify BRC Management and BRC Management's employees, officers and agents against any liability or damage to any person or thing whatever (including liability or damage caused by negligence) connected with the services or the failure of Contractor to perform the services.

Contractor has sole responsibility for the safe conduct of the Works. Contractor must make sure that its representatives are properly supervised.

Contractor will be responsible for obtaining corrects Permits prior to commencement of works or services.

**BRC Management not responsible for Contractor's employees**

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Contractor is responsible for everything done in or to the BRC venues by its representatives.

Unless BRC Management agrees otherwise, Contractor must make sure that everyone performing the services is an employee or agent of the Contractor, not BRC Management.

**Records of work**

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Contractor must give BRC Management whatever records of hours worked and services performed to BRC Management when requested.

**BRC Documents**

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When this agreement ends, Contractor must immediately deliver to BRC Management all records and documents that relate to BRC Management and are in the possession or control of Contractor or its employees or representatives.

**Contractor must have insurance**

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While this agreement is in force, Contractor must make sure it is covered by and gives BRC Management copies of certificates of currency for:

- (a) Worker's compensation insurance, as required by law; and
- (b) Public liability and product insurance indemnifying BRC Management with a minimum limit of indemnity of \$20,000,000.

The insurance policies must be for amounts and on terms satisfactory to BRC Management. Contractor must give BRC Management a copy of the insurance policies if BRC Management request. Contractor's liability to BRC Management will not be limited in any way because of any insurance.

**Guidelines**

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Contractors must be conversant with the BRC Guidelines document on the principles of:

- Health and Safety
- Fire & Emergency
- Attire and Conduct

**Contractor is not an employee**

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Contractor is an independent contractor, not an employee or agent of BRC Management. Contractor cannot bind BRC Management.

**What words and expressions mean**

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**Representative** means an employee, officer, agent or subcontractor of Contractor;

**BRC VENUES** means all properties and venues owned and operated by Brisbane Racing Club.

I/We agree to the Brisbane Racing Club Standard Terms and Conditions set out above:

**Company:** .....

**Name:** .....

**Signed:** .....

**Title:** .....

**Date:** .....