

# Brisbane Racing Club

## Raceday Function Terms and Conditions

- 1. Definitions**
  - 1.1. "BRC" means Brisbane Racing Club.
  - 1.2. "Client" means the Individual or Company named on the Booking Form as booking the facility.
  - 1.3. "Tickets" means any form of admission pass issued by BRC for a specified event and includes wristbands.
- 2. Booking Guarantee**
  - 2.1. A binding agreement between BRC and the Client is effective upon receipt by the BRC of written booking confirmation and payment of deposit (for private function bookings) or full payment (for any ticketed event, dining or group bookings).
  - 2.2. Booking confirmation is subject to availability.
  - 2.3. The Client agrees to and must abide by all specified terms and conditions.
  - 2.4. BRC reserves the right to refuse to sell function packages to any company or individual.
- 3. Payment**
  - 3.1. All Clients booking a Private Function must pay a 25% non-refundable deposit of the total cost of their function package upon initial booking. For the avoidance of doubt, a booking is not confirmed until the corresponding payment has been received.
  - 3.2. Any ticketed event, dining and group bookings must be paid in full upon initial booking.
  - 3.3. Standard raceday event bookings must be paid in full one week prior to the event.
  - 3.4. Major raceday event bookings must be paid in full one month prior to the event. These days include but are not limited to Brisbane Racing Carnival, Melbourne Cup and Exhibition Wednesday.
  - 3.5. Where BRC has not received payment by the stipulated time, BRC has the right to cancel the booking without notice.
  - 3.6. All deposits and payments are non-refundable, except at the sole discretion of the BRC. Credit Card Service fee:
    - 3.6.1. MasterCard and Visa – No surcharge.
    - 3.6.2. Amex – 3.1% surcharge applies.
    - 3.6.3. Diners - Not available.
  - 3.7. Cheques can be made payable to "Brisbane Racing Club Ltd".
  - 3.8. Direct Deposit Details:

BSB	014 247
A/C	836721676
A/C Name	Brisbane Racing Club Ltd

Client is requested to use their Invoice number as the reference for any payments. Please forward a remittance to your BRC Sales Team representative upon completion of payment.  
Where Client has opted for Beverages on Consumption (or Bar Tab) payment must be made on the day at the conclusion of the event. Cash or accepted Credit Cards (see 3.6) are the only acceptable methods of payment. Cheques will not be accepted.
- 4. Cancellation & Postponing**
  - 4.1. Notice of cancellation must be communicated in writing to Sales & Events representative. The following penalties apply:
    - 4.1.1. If cancellation is received thirty (30) days or more from event date, client may receive the option (at BRC's discretion) to transfer booking to another date, with payments received transferred across to secure new date, resulting in no penalty to the Client.
    - 4.1.2. If cancellation is received less within thirty (30) days of event date, payments received will be retained with no option to transfer deposit to a rescheduled booking.
    - 4.1.3. All payments received by Clients for bookings are non-refundable. Refunds will not be offered at any stage for cancellations.
- 5. Tickets & Ticketing Conditions**
  - 5.1. Tickets will not be issued until full payment has been received and confirmed by BRC. Charges apply (see 5. Postage & Handling).
  - 5.2. If a client has not received their ticketing within three (3) days of the event they must advise BRC in writing.
  - 5.3. Tickets are not transferable or redeemable for cash.
  - 5.4. Clients are responsible for distributing tickets to guests attending their function prior to the function date.
  - 5.5. Tickets cannot be left at the gate or BRC office for guest collection on the event day.
  - 5.6. All clients must display relevant tickets at all times whilst in their designated facility.
  - 5.7. Accreditation tickets for performers or event staff if required, will be provided by BRC at the ratio of one (1) accreditation ticket for every 50 guests booked.
    - 5.7.1. Accreditation tickets include entry only, and do not include food and beverage.
    - 5.7.2. Staff meals for staff on accreditation tickets can be organised through BRC at time of booking.
  - 5.8. BRC reserves the right to refuse admittance or service to any persons not displaying the correct ticketing.
  - 5.9. Should a client wish to provide additional ticketing to that of the official BRC ticketing, approval must be obtained from BRC and will be at the Client's own expense.
  - 5.10. Requests for replacement tickets must be provided in writing with the exact ticket and or wristband number and proof of purchase.
  - 5.11. Lost or stolen tickets will incur a \$15 per ticket/wristband replacement fee.
  - 5.12. Replacement tickets can be collected as follows;
    - 5.12.1. prior to raceday from BRC office.
- 6. Postage & Handling**
  - 6.1. Once full payment is received in accordance with Tickets & Ticketing Conditions (see 4.1) tickets will be sent to the client.
  - 6.2. Postage and handling fees will be charged as follows:

Regular Post:	\$4.95
Express Post:	\$9.95
  - 6.3. Should client not wish to incur postage and handling fees, client can opt for venue collection prior to event at no charge. Tickets must be collected prior to the day. Tickets cannot be collected on the day of the event.
  - 6.4. Client can opt for venue collection and send a courier to collect tickets at client's expense.
- 7. Facility Signage**
  - 7.1. A company's own signage is permitted inside a corporate marquee or facility only. BRC reserves the right to refuse inappropriate signage.
    - 7.1.1. All signage must be free-standing. Signage and posters cannot be attached to walls in any manner that may create damage to paintwork or other surfaces.
    - 7.1.2. Clients are responsible costs incurred for any damage caused to BRC property.
  - 7.2. Dining facility signage is plain text on a standard BRC sign on the restaurant entry or table stand – no company logos available for these facilities.
  - 7.3. Function facilities signage is plain text on a standard BRC sign on the table stand or sign on entry to corporate venue – no company logos available for these facilities.
- 8. Use of Facilities**
  - 8.1. Clients are only permitted to use their booked facility only on the dates and event times designated.
  - 8.2. Clients are responsible for providing event hosts to manage the identification of guests into their event or function facility.
  - 8.3. BRC accepts no responsibility for security of goods supplied by the client in all facilities on the day or left on site overnight.
  - 8.4. Function facilities open to patrons thirty minutes prior to the first local race or advised event commencement time, unless otherwise agreed.
  - 8.5.
  - 8.6. Clients are responsible for any damage to function facility during the event times designated and will need to be repaired at the cost of the Client.
- 9. Catering**
  - 9.1. The Client accepts that BRC will be the sole provider of all food and beverage in all facilities.
  - 9.2. All catering requirements and minimum guest numbers must be provided to BRC.
    - 9.2.1. No later than one (1) week prior to the event for standard racedays and events.
    - 9.2.2. No later than four (4) weeks prior to major events such as Brisbane Racing Carnival racedays and Melbourne Cup Raceday.
  - 9.3. Amendments can be made to the guest numbers up until three (3) days prior to the event, provided the guest numbers do not decrease below the minimum number previously advised, or increase by more than 10% of the minimum number previously advised. Any increases in numbers may be subject to availability of the package booked. The BRC is not obligated to provide credit (for use on the event day or otherwise) resulting from reductions in guest numbers or changes to catering requirements.
  - 9.4. Should the Client not provide the above within these above timeframes, BRC has the right to select final details on the Client's behalf as per the original contract between The Client and BRC.
- 10. On-Selling**
  - 10.1. Except with the express permission of BRC, the Client is not permitted to sell or on-sell any part of their function without the approval of BRC. Clients wishing to on-sell whole or part of their Corporate Facility must obtain written permission from the Chief Executive.
  - 10.2. In the event of BRC approving the purchase of a corporate facility by a company for the purpose of on-selling, BRC will require the on-seller to forward all advertising materials for approval by BRC prior to print and distribution inclusive of pricing.
  - 10.3. Approved on-sellers must provide a complete list of all organisations/individuals attending their function.
  - 10.4. Approved on-sellers must follow all Terms and Conditions.
- 11. Goods and Services**
  - 11.1. Except where agreed, clients must use BRC approved contractors.
    - 11.1.1. A full list of approved contractors can be obtained from the BRC Administration Office or Sales Team.
    - 11.1.2. Clients must use approved contracts during all major raceday events, no exceptions.

**12. Security**

- 12.1. Should BRC deem it necessary for a specific event, security guards may be engaged for the duration of the function at the cost of the Client. All security guards are to be booked through the BRC.

**13. General**

- 13.1. If any part of any race day or event day, including any race, performance, event or any other element is cancelled, abandoned or postponed, in whole or part, due to adverse weather conditions or for any other cause beyond BRC's control, there is no right to refund or exchange and no obligation is assumed by BRC for the arrangement of a substitute event, performance or any other element.
- 13.2. Programs, menus, duration and timing may be subject to alteration without notice. BRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities without notice.
- 13.3. So as to comply with its obligations under the liquor licence, the following applies, noise emanating from entertainment, music or related activities in any outdoor area of the premises must not exceed the following levels.
- 13.3.1.1. Outdoor areas - 90dB(A), fast response when measured approximately 15 metres from the source of the noise.
  - 13.3.1.2. Indoor areas - 75dB(C) fast response, when measured 3 metres from the source of the noise.
  - 13.3.1.3. The provision of entertainment, music or related activities in any outdoor area of the premises is prohibited from 10.00pm to 9.00am.
- 13.4. The client is responsible for any damage caused by their ticket holders to property supplied by BRC and approved contractors.
- 13.5. Responsible service of alcohol: BRC follows guidelines for responsible service of alcohol (RSA). Staff members are instructed to adhere to BRC house policy.
- 13.6. No balloons are permitted on course during any events.