



Brisbane Racing Club | Terms and Conditions – Raceday Sales

Last Update: 31st December 2021

1. Definitions

- a) "BRC" means Brisbane Racing Club.
- b) "Client" means the Individual or Company named on the Booking Form as booking the facility
- c) "Tickets" means any form of admission pass issued by BRC for a specified event and includes online tickets and wristbands.
- d) "Standard Race Day" means any race day which is not part of the major event calendar of the Brisbane Racing Club
- e) "Major Race Day" means any race day part of the Brisbane Winter Racing Carnival, Spring Carnival, Summer Carnival and any monthly Feature Race day (includes, but not limited to, Girls' Day Out, Mekka Race Day, Blokes Day Out, Country Music Race Day).
- f) "Phantom Race Day" means any race day run without horses. Events and functions will continue as planned on these days.
- g) "Abandoned Race Day" means any race day cancelled or abandoned due to adverse weather, poor track conditions and any other emergency event that would interrupt or cause significant disruption to a safe racing environment. Events and functions will continue as planned on these days.

2. Booking Confirmation

- a) Booking confirmation is subject to availability. If available, BRC will confirm the booking upon receipt of the signed Event Contract and payment of the Deposit and Bond (if applicable).

3. Booking Guarantee

- a) 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 booking).
- b) Booking confirmation is subject to availability.
- c) The Client agrees to and must abide by all specified terms and conditions.
- d) BRC reserves the right to refuse to sell function packages to any company or individual.

4. Payment and Confirmation

- a) The Deposit must be paid upon the client providing the signed Event Contract to BRC.
- b) 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.
- c) Any ticketed event, dining or group booking must be paid in full upon initial booking.
- d) Race day event bookings must be paid in full one week prior to the event.
- e) Where BRC has not received payment by the stipulated time, BRC has the right to cancel the booking.
- f) All deposits and payments are non-refundable, except as set out in these Terms and Conditions.
- g) BRC may charge the client's credit card for overdue payments and additional items from the event day.
- h) Payment can be made by:
 - i. Credit card (VISA, MasterCard, or Bankcard),
Amex – 2.9% surcharge applies
Diners - Not available
 - ii. Cheque (made payable to the 'Brisbane Racing Club Ltd')
 - iii. Direct transfer (Bank account details are listed on all invoices)

1. Direct Deposit Details: **ANZ**

BSB	014-247
Account	836721676
Account Name	Brisbane Racing Club Ltd

- i) 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.
- j) 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.

5. Pricing

Food & Beverage

- a) Pricing for food and beverage is subject to change depending on services required, seasonal produce and factors outside of the control of BRC.
- b) The Minimum Food and Beverage Spend quoted at the time of booking is for the period outlined in the contract. Any additional timings may include an additional fee. This is at the discretion of BRC to outline.
- c) If the food and beverage consumed at the event is less than the Minimum Food and Beverage Spend, the Minimum Food and Beverage Spend is payable by the client.
- d) The client is responsible for payment of the charges for food and beverage consumed at the event in excess of the Minimum Food and Beverage Spend.
- e) All pricing listed is inclusive of GST.

6. Cancellation or Postponement

- a) **COVID-19: If the event is cancelled due to Queensland Government COVID-19 lockdown, the following credits and refunds will be offered:**
 - a. **Ticketed functions will be refunded**
 - b. **Private spaces will be issued a credit**
- b) **It is acknowledged and agreed as a hospitality venue, the Brisbane Racing Club will implement the Queensland Government vaccination mandate effective from Friday 17 December 2021. From that date, only double vaccinated patrons will be able to enter our venues. Therefore, all Members and their guests, licensed racing personnel, industry partners and patrons will require a Government-issued COVID-19 vaccination certificate to be permitted entry to both Eagle Farm and Doomben Racecourse. For further information, please visit the Qld Health website**
- c) Before purchasing tickets carefully review your event and ticket selection, no refunds or exchanges will be available on any purchase except as required by and/or specified by the Live Performance Australia Ticketing Code of Practice Consumer Code (where your event is located in Australia) or as otherwise required by law. Incorrect purchases are NOT guaranteed a refund and are at the discretion of BRC.
- d) Nothing in these Terms is intended to exclude, modify or limit the operation of the Australian Consumer Law or Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (New Zealand) with respect to refunds.
- e) Notice of cancellation or postponement for Standard Race Days must be communicated in writing to BRC and the cancellation fee will be subject to the notice period prior to event date as follows:
 - i. If cancellation is received ten (10) 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.
 - ii. If cancellation is received within less than ten (10) days of event date, BRC will retain the payments received to cover any incurred costs related to the event.
- f) Notice of cancellation or postponement for Major Race Days must be communicated in writing to BRC and the cancellation fee will be subject to the notice period prior to event date as follows:
 - i. If cancellation is received four (4) weeks 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.
 - ii. If cancellation is received within less than four (4) weeks of event date, BRC will retain the payments received to cover any incurred costs related to the event.

- g) All payments received by Clients for bookings are non-refundable. Refunds will not be offered at any stage for cancellations.

7. Final numbers, dietary requirements and menu selections

- a) All catering requirements and minimum guest numbers must be provided to BRC.
 - i. No later than one (1) week prior to the event for standard race days and events.
 - ii. No later than four (4) weeks prior to major events such as Brisbane Racing Carnival race days and Melbourne Cup Race day. Should the Client not provide the above details by the due dates, the Event Details will be treated as final.
- b) Increases to the guest numbers may be made up until three (3) days prior to the event, provided the guest numbers do not increase by more than 10% of the number previously advised. Any additions to numbers past the due date will result in an additional fee for each additional guest.

8. Event timing

- a) It is the Client's responsibility to ensure that any required bump in/out time are covered in the Event Details for guaranteed access. If no specific time frame has been listed, this will be subject to BRC's event schedule and only 30 minutes may be available pre and post event to the Client.

9. Facility Signage

- a) A Client's own signage is permitted inside a corporate marquee or facility only.
- b) BRC reserves the right to refuse inappropriate signage.
- c) All signage must be free-standing and secured. Signage and posters cannot be attached to walls in any manner that may create damage to paintwork or other surfaces. For external venues, not signage can be track facing and/or visible from the broadcast.
- d) Dining facilities signage will be provided by BRC: laminated name card on the table(s) with booking name indicated by point of contact upon confirmation of booking details.
- e) Function facilities signage will be provided by BRC: laminated A4 sign at space entrance with booking name indicated by point of contact upon confirmation of booking details.

10. Minors

- a) Persons under the age of 18 years of age are not permitted entry to the racecourse unless accompanied by their Legal Guardian.
- b) Persons under the age of 18 years of age are strictly not allowed to attend and/or participate in any function indicated as 18+ in the package description. Client may be asked to provide a proof of ID (passport, driver's license) upon arrival to the licensed area to verify their age.

11. Security

- a) Should BRC deem it necessary for a specific event, security guards may be engaged at the cost of the client.
- b) All security guards are to be booked through BRC. This information is to be confirmed at the time of booking confirmation.
- c) A 4-hour minimum callout fee applies. Security must commence 15 minutes before guest arrival and work until 15 minutes after departure.

12. Use of Facilities

- a) Clients are permitted to use the facility only on the dates and event times designated in the Event Details.
- b) Clients are responsible for providing event hosts to manage the identification of guests into their event or function facility.
- c) BRC accepts no responsibility for security of goods supplied by the Client.
- d) The Venue opens to patrons thirty minutes prior to the advised event commencement time, unless otherwise agreed.
- e) Site inspections prior to event day may be organised upon request of the Client to BRC. Clients are not allowed on course without the presence of a BRC representative.

- f) No fireworks, balls, balloons, loud objects or confetti are permitted. Clients will need to provide a full list of items they are to bring on the day for review.

13. Catering

- a) The Client accepts that BRC will be the sole provider of all food and beverage in the venue.
- b) All Catering revenue will be retained by BRC. BRC is responsible for the conduct of BRC catering and any food & beverage vendors providing catering services. BRC will take reasonable precautions to ensure that BRC catering and the food & beverage vendors comply with applicable laws.
- c) Menus are indicative only and subject to due to seasonal variances and BRC discretion.

14. Beverages

- a) BRC follows guidelines for responsible service of alcohol.
- b) No alcoholic beverages are permitted to be brought to the Venue by the Client.
- c) BRC reserves the right to search any vehicles to ensure liquor is not brought onto the venue.
- d) A cash bar set up fee may be applied by BRC depending on the details and nature of the Event.
- e) Vintages of wine may vary due to availability.
- f) Beverage packages included as part of ticketed functions cannot be altered to suit personal preferences, allergies, medical conditions or pregnancies. Tickets cannot be subject to price reductions on any of these reasons.

15. Goods and Services

- a) Except where agreed, clients must use BRC approved contractors for the provision of goods and services for the Event.
- b) A full list of approved contractors can be obtained from the BRC Administrator Office or Sales Team.
- c) Any contractor requesting access to the BRC prior, during or after an event needs to complete the online Workplace, Health and Safety induction. Failing its completion, access will not be granted.

16. Force Majeure

- a) If any part of any event day, including any race, performance, event or any other element is cancelled, abandoned or postponed, in whole or in 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.
- b) Programs, menus, duration and timing may be subject to alteration without notice. BRC reserves the right to vary, add, withdraw or alter programs, menus and facilities without notice.

17. Responsibility and Damages

- a) BRC is not responsible for any damage to equipment brought onto site.
- b) Photographs may be taken of the site prior to the installation period and after completion of dismantle to assist with a dilapidation report.
- c) The client is responsible for any damage caused by their guests to property supplied by BRC and approved contractors.
- d) On completion of bump out the venue must be left clean and tidy. An additional cleaning fee may be charged by BRC at the conclusion of the Event depending on the condition of the venue.
- e) BRC will not be responsible for any stock left on site prior to or at the conclusion of the Event and BRC may dispose of any stock at the expense of the Client.
- f) No items may be attached to walls/hung from the ceiling.
- g) If at any time during the bump in, event or bump out the fire alarm is activated other than by BRC, the client must pay an amount charged to BRC by the emergency service for their attendance to the site.

18. Noise restrictions

- a) The provision of entertainment, music or related activities in any outdoor area of the premises is prohibited from 10.00pm to 9.00am.
- b) So as to comply with its obligations under the liquor license, noise emanating from entertainment, music or related activities in any area of the site must not exceed the following levels:

- i. Outdoor areas - 90dB(A), fast response when measured approximately 15 metres from the source of the noise every 30 minutes.
 - ii. Indoor areas - 75dB(C) fast response, when measured three (3) metres from the source of the noise.
- c) All noise is required to cease at 12 midnight in accordance with BRC's Liquor License.
 - d) A full schedule will be provided to the client by the BRC to inform them of mandatory interruptions of loud noises that would interfere with the racing activity on the day of the event. Not following the provided schedule would result in punitive actions to be taken by the BRC.

19. Styling

- a) All candles must be enclosed in a glass covering the level of the flame. No taper candles are permitted.
- b) No fireworks, balls, balloons or confetti are permitted.

20. Horses and Racing

- a) Racing, training and horse movement occur at both Eagle Farm and Doomben and assume priority to other activities including the event.
- b) BRC reserves the right to advise of further site restrictions due to racing schedule and activities at Eagle Farm or Doomben Racecourse.
- c) Any animal coming to the BRC needs to be approved by the Racing Department, and follow relevant biosecurity protocols established in the Biosecurity Act 2014 (Act).

21. Imagery

- a) Any images taken by BRC representative before, during and after your event are at the discretion of BRC to utilize for marketing purposes.

22. Management of events

- a) The main contact for the duration of the Event will be the BRC Facilities Operations Manager.
- b) BRC reserves the right to exclude or evict persons from the venue in BRC's absolute discretion.
- c) If for any reason, an event is moved from one racecourse to the other (movement of events and racedays between Eagle Farm and Doomben), all bookings and reservations will be moved to a similar or equivalent venue at the other racecourse. No extra fees or charges will occur.
- d) BRC will not issue refunds for phantom or abandoned racedays as long as functions and events on the racecourse continue.

23. Tickets & Ticketing Conditions

- a) Tickets will not be issued until full payment has been received and confirmed by BRC. Charges apply (see 17. Postage & Handling).
- b) If a client has not received their ticketing within three (3) days of the event they must advise BRC in writing.
- c) Tickets are not transferable, redeemable or exchangeable for cash.
- d) The BRC booking systems collect information about Clients when Clients purchase Tickets using BRC booking systems.
- e) Clients are responsible for distributing tickets to guests attending their function prior to the function date.
- f) All Clients must display relevant tickets at all times and whilst in their designated facility.
- g) Accreditation tickets for performers or event staff if required, will be provided by BRC at the ratio of one (1) accreditation ticket for every fifty (50) guests booked.
- h) Accreditation tickets include entry only, and do not include food and beverage.
- i) Staff meals for staff on accreditation tickets can be organised through BRC at time of booking.
- j) BRC reserves the right to refuse admittance or service to any persons not displaying the correct ticketing.
- k) 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.
- l) Requests for replacement tickets must be provided in writing with the exact ticket and or wristband number and proof of purchase.
- m) Lost or stolen tickets will incur a \$5.00 per ticket/wristband replacement fee.
- n) Replacement tickets can be collected as follows prior to raceday from BRC office.

- o) Additional services such as postage and handling fees (see 18. Postage and Handling) will not be covered by BRC.

24. Postage & Handling

- a) Once full payment is received in accordance with Tickets & Ticketing Conditions (see 6.1 Tickets & Ticketing Conditions) tickets will be sent to the client.
- b) Postage and handling fees will be charged as follows:
Collection at the Gate: \$4.95
Express Post: \$9.95
- c) Collection at the Gate set up is at the discretion of BRC to organise with the Client.
- d) 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.
- e) Client can opt for venue collection and send a courier to collect tickets at client's expense.

25. On-Selling & Scalping

- a) Tickets are not to be resold or sold at a premium (including via online auction sites), or used for commercial, advertising or promotional purposes in connection with other goods or services without the written approval of BRC. Breach of this condition may result in cancellation of the ticket, refusal of entry to the ticket holder and offenders may be prosecuted. The validity of any ticket offered for resale by individuals or on third-party websites such as, but not limited to, Viagogo, Gumtree, Facebook Marketplace or Stubhub cannot be guaranteed.
- b) 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.
- c) Approved on-sellers must provide a complete list of all organisations/individuals attending their function.
- d) Approved on-sellers must follow all Terms and Conditions.

26. Client's obligations

- a) The Client is to conduct the event according to the Event Details and must:
 - i. comply with all legal requirements and standards relevant to the event;
 - ii. obtain and comply with all approvals, permits, licenses or authorities for the conduct of the event;
 - iii. ensure that the Client's representatives, employees and contractors conduct themselves to the standard required of the Client under these terms and conditions;
 - iv. comply with all requirements and directions of the BRC relating to any matter affecting the safety of the venue, the site or the persons attending the event;
 - v. comply with and perform all obligations imposed under legislation including the Work Health and Safety Act applicable to the Client relating to the event;
 - vi. use the venue at its own risk and to the extent permitted by law the Client releases BRC from liability relating to loss or damage to persons or property occurring during the event; and
 - vii. indemnify the BRC in respect of any loss suffered by the BRC as a result of the Client's and/or its contracts, acts or omissions in the conduct of the event or performance of its obligations under these terms and conditions.
- b) Patrons must adhere strictly to the BRC's directions and signage prohibiting smoking in all smoke free areas of the racecourse as required by the Tobacco and Other Smoking Products Act 1998 (Qld). It is an offence under the Act to smoke in an area designated by the Act as a "smoke free area". This policy applies to all premises, and other venues owned, controlled or occupied by BRC (BRC premises), and to all BRC officers, management, and other employees, contractors, racing industry participants, visitors, and patrons and guests.

27. Public Liability and Insurance

- a) BRC holds \$20 million in public liability insurance with a reputable insurance company for the site. A copy of the certificate of currency can be provided at the request of the Client.
- b) The Client will take out and maintain comprehensive insurance cover for all risks associated with the client (including but not limited to Public Liability Insurance to \$20 million per claim). The Client will provide copies of this insurance (if required) prior to the event day.

- c) The Client will use the venue, its facilities and its equipment in a safe, proper and efficient manner so as not to involve any appreciable risk of injury to persons or damage to the property in or near the venue.

28. Privacy and Confidentiality

- a) The Client must comply with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles relating to the conduct of the event and provide assistance reasonably required by the BRC in respect of BRC's compliance with the Act and Australian Privacy Principles.
- b) The Client must not disclose any information of a confidential nature about the BRC, the site or the venue which is provided to the Client before or after this contract is entered into unless required by law or authorised by BRC.
- c) BRC takes all reasonable steps to protect the personal information of the Clients from misuse, loss and from unauthorised access, modification or disclosure.
- d) BRC will not sell, rent or provide the personal information of the ticket buyers to any third Parties, unless expressly mentioned as part of marketing campaigns.

For any questions, queries or concerns regarding the Terms and Conditions, please phone (+617) 07 3268 2171 or email sales@brc.com.au

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