



CLIFFORD PARK
HOME OF THE TOOWOOMBA TURF CLUB

TOOWOOMBA TURF CLUB

FUNCTION HIRE – TERMS & CONDITIONS

1 DEFINITIONS

1.1 In these Terms and Conditions unless the context indicates otherwise:

- (1) **Booking Fee** means the cost for us to confirm the Event Date at the Premises, which will be advised to You at the time of booking the Event. It is charged separately to the Fees payable for the Event;
- (2) **Booking Form** means any booking form in a format determined by us, as completed and submitted by You to TTC to indicate your desire to have the Event at the Premises;
- (3) **Event** means the event specified in the Booking Form or otherwise agreed upon by You and TTC;
- (4) **Event Area** means the area located on the Premises referred to in the Booking Form as the area that you wish to book for the Event;
- (5) **Event Date** means the date specified in the Booking Form or the date otherwise agreed upon by You and TTC in writing;
- (6) **Fees** means the total cost of the Services (but, subject to clause 4, may not include the Booking Fee), as advised by TTC to You;
- (7) **Force Majeure** means any cause or circumstance beyond TTC's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of god or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by an government or any semi-government authorities or embargoes;
- (8) **Liquor Licensing Legislation** means the *Liquor Act 1992 (Qld)*, the *Liquor Regulation 2002 (Qld)* and any accompanying regulations or legislation;
- (9) **Premises** means the Clifford Park Racecourse, located at 48 Wyalla Street, Newtown, Queensland;
- (10) **Services** means the services specified in the Booking Form or the services agreed upon in writing by You and TTC. Specifically, the services include (but are not limited to) the hire of the Event Area on the Event Date, as well as all services provided in relation to the Event prior to the Event Date, including (but not limited to) planning, documenting and liaising with You;
- (11) **Toowoomba Turf Club/TTC** means Toowoomba Turf Club Inc. IA07354; and
- (12) **You/Your** means the client engaging TTC to provide the Services and/or the client obtaining the Services.

2 PROVISION OF SERVICES

2.1 Subject to these Terms and Conditions, You agree that in exchange for payment of the Booking Fee, Fees and any other payment referred to in these Terms and Conditions, TTC:

- (1) grants to you a license and authority to use the Event Area on the Event Date; and
- (2) agrees to provide the Services to you; for the purpose of presenting the Event.

2.2 These Terms and Conditions do not create any tenancy or other relationship between TTC and You, other than that of client and service provider.

2.3 You must not on-hire any part of the Event Area, or assign any part of the Services without TTC's prior written approval, which may be withheld in TTC's sole discretion.

3 TENTATIVE BOOKING / BOOKING FEE

3.1 You acknowledge that a tentative booking will be held for fourteen (14) days only from the date TTC confirms to You that the requested date is available (**Tentative Booking**).

3.2 The Tentative Booking is not considered confirmed until TTC has received both the Booking Fee and a signed and completed Booking Form. If Your signed and completed Booking Form and Booking Fee is not received within fourteen (14) days, Your Tentative Booking will expire and Your date will be available to be booked by others.

3.3 Once TTC has received Your signed and completed Booking Form and Booking Fee, TTC will send you a receipt and confirmation of your booking.

3.4 For clarity, the Booking Fee will be deducted from your final tax invoice.

4 PAYMENT

4.1 Payments can be made by cash, credit card (Visa and Mastercard) or direct bank transfer.

Booking Fee

4.2 On returning the Booking Form (and within fourteen (14) days of making a Tentative Booking), the Booking Fee must be received by TTC to confirm the Event Date.

4.3 You agree that the Booking Fee is strictly non-refundable, and if your Event does not proceed for any reason then TTC will be entitled to keep the Booking Fee as a genuine pre-estimate of the loss that would be suffered by the TTC if the Event did not proceed after this date, and you agree that this amount is fair and reasonable with respect to our agreement to hold the Event Date and prevent other clients from booking events in that Event Area on the Event Date.

Payment

4.4 Eight (8) days prior to your Event Date you must confirm final numbers for Your Event with TTC.

4.5 A tax invoice will be emailed to You for the Fees, plus any additional amounts which have been agreed between you and TTC (the **Final Payment**). The Final Payment must be received by TTC at least four (4) days prior to your Event Date (unless a later date is specified in the tax invoice).

4.6 You agree that payment of the Final Payment is strictly non-refundable, and that if Your Event does not proceed for any reason after that payment then TTC will be entitled to keep the Final Payment as a genuine pre-estimate of the loss that would be suffered by TTC if the Event did not proceed after this date, and You agree that this amount is fair and reasonable with respect to the Services provided by TTC up until this date and in anticipation of the Event occurring on the Event Date.

4.7 If the Final Payment and any additional amounts which have been agreed are not received as per clause 4.4, Your booking will expire, Your date will be available to be booked by others and Your Booking Fee will be forfeited (as outlined above).

4.8 You further agree that if you request any changes to the Event after TTC issues a tax invoice to you for the Final Payment and TTC agreed to accommodate those changes (for example, additional catering, an increase on any pre-agreed bar tab etc) TTC will issue you with a further tax invoice for those additional costs (**Adjusted Invoice**), the payment of which must be made within seven (7) days from the date the Adjusted Invoice is sent to You.

Urgent Bookings

4.9 If TTC accepts a booking for an Event Date that is less than two (2) weeks from the date You request to book it, then TTC may require payment of any or all of the Fees upfront or in accordance with any adjusted payment schedule.

4.10 You agree that any payment made in this regard is strictly non-refundable and that if Your Event does not proceed for any reason after that payment then TTC will be entitled to keep the said payment as a genuine pre-estimate of the loss that would be suffered by TTC if the Event did not proceed after this date, and You agree that this amount is fair and reasonable with respect to the Services provided by TTC up until this date and in anticipation of the Event occurring on the Event Date.

5 DATE CHANGE

5.1 Subject to availability, TTC will work with You to accommodate any required change to your Event Date provided a request is made no less than one (1) month prior to the agreed Event Date.

5.2 If any request to change the Event Date is made within one (1) month from the Event Date, such request will be considered the same as a cancellation and the relevant terms of clause 4 will apply, due to the date-specific nature of TTC's business activities.

6 MINIMUM AND MAXIMUM GUEST NUMBERS

6.1 Except with TTC's prior written consent (which TTC may withhold in TTC's sole discretion), the minimum and maximum numbers of persons permitted in the Event Area for any Event are such numbers as advised on the TTC website or otherwise in writing excluding vendors and staff.

7 EVENT TIMES

7.1 An Event, including liquor at TTC is not permitted to commence before 10.00am or finish later than 12.00am including time for guests, contractors and vendors to arrive and depart the carpark.

7.2 All music, entertainment and drink service must stop by 12:00am and guests must depart the car park of the Premises by 12:30am.

7.3 When exiting the Premises please remind all persons attending the Event that the Premises is in a residential area, and all persons must be mindful of noise levels and language.

7.4 These times must be strictly adhered to due to compliance with local residential requirements enforced by Toowoomba Regional Council and TTC's liquor license requirements.

8 CONDUCT AND SECURITY

8.1 All persons attending an Event must conduct themselves in an orderly manner and in full compliance with applicable laws. You are responsible for the conduct of any guests that You invite to Your Event in this regard, and You must use all reasonable endeavours to ensure no disturbances or nuisances will be caused to any of TTC's other invitees or guests on the Premises.

8.2 TTC reserves the right to terminate an Event or remove any guest from the Event whose behaviour is objectionable or undesirable, in TTC's sole discretion.

8.3 TTC may require the engagement of professional security staff in addition to the usual professional security staff (at Your cost) to be present for the entire Event. This will be discussed and agreed with You at the time of booking your Event.

8.4 You are responsible for ensuring that any vendor which You engage to provide services at Your Event holds reasonably suitable insurance relating to the services they are providing, including (but not limited to) public liability insurance for a minimum of \$20million for any one occurrence.

8.5 To the fullest extent permitted by law, You and Your guests and vendors release and indemnify TTC from and against any and all claims, losses, damage, liability or third party losses arising from the conduct of You, Your guests or any of Your vendors, except to the extent it arises directly from TTC's wilful or negligent act or omission.

9 NOISE RESTRICTIONS AND ENTERTAINMENT

9.1 Amplified music (including, but not limited to, live bands and DJs) is only permitted in the Event Area with TTC's prior consent and approval (which TTC may withhold in TTC's sole discretion) and any such music must not exceed the limits as outlined in TTC's liquor licence.

9.2 All music and entertainment must cease no later than 12:00am.

9.3 TTC may record sound levels and reserve the right to turn down or off any music at any time to comply with any of TTC's requirements.

9.4 All entertainment in every form must be discussed and approved by TTC prior to Your Event. TTC reserves the right to refuse approval of entertainment in any form prior to the Event if it does not conform to TTC's guidelines or other requirements of TTC.

9.5 Fireworks are not permitted under any circumstances at the Premises.

10 DECORATIONS AND SETUP

10.1 TTC may allow prior access to the Event Area for You to set up and/or decorate the Event Area, and this must be arranged directly with TTC prior to the commencement of the Event.

10.2 You agree that You must remove all decorations and other materials used to set up the Event Area by no later than one (1) Business Day after the Event Date.

10.3 Adhesives, pins or any items or materials of similar types are not permitted to affix decorations to ceilings, walls or floors.

10.4 All candles or the like used for decorations must be contained for use in glass cylinders to prevent wax spillage, causing damage to table clothes and or TTC's equipment or structures.

10.5 All damages or cleaning fees will be charged against the Security Bond. If the Security Bond is insufficient to pay for such loss or damage, we may recover the difference from You as a liquidated debt.

11 ALCOHOL

11.1 TTC is a licensed venue and therefore the alcoholic drinks for the event is provided by TTC license number 108378 and in compliance with house policy.

11.2 TTC does not allow any persons to bring their own alcohol or other beverages onto the Premises or into the Event Area.

11.3 Alcohol will be served to guests only by persons employed for this purpose who hold a current Responsible Service of Alcohol Certificate.

11.4 TTC's staff will not serve alcohol to:

- (1) an unduly intoxicated person;
- (2) disorderly guests; or
- (3) persons under 18 years of age.

11.5 TTC reserves the right to refuse entry to any guest or eject any guest from the Event, Event Area or from the Premises if the guest is unduly intoxicated, unruly, aggressive or destructive.

12 SMOKING

12.1 Smoking is restricted to outdoor areas only, in the designated areas.

12.2 Smokers must use ashtrays provided by TTC. Failure to do so may result in an excess cleaning fee being deducted from the Security Bond.

13 PERSONS UNDER 18 YEARS

13.1 Every person under the age of 18 years attending the Event must be in the company of their parent/s and/or legal guardians. The behaviour and actions of persons under the age of 18 years are Your responsibility.

14 RECORDING OF YOUR EVENT

14.1 You acknowledge and agree that TTC has (or will have) a number of security cameras throughout the Premises and in

- the Event Area, which are monitored and recorded (and any such recordings are retained for 30 days following an Event).
- 14.2 TTC reserves the right to use any recordings from the security cameras for any associated purpose or as otherwise required by law. TTC confirms that TTC will not use such footage for any other purposes.
- 14.3 You further acknowledge and agree that TTC may take or receive images or videos of You and other persons involved in Your Event.
- 14.4 You acknowledge, agree and consent (and agree to obtain consent of all persons attending Your Event) to being photographed and/or videoed during the provision of the Services and such consent is deemed to have been received from You unless otherwise communicated to TTC in writing. You are responsible for advising guests at Your Event of the above.
- 14.5 TTC reserves the right to use any image, photograph or video taken from the Event (or which is taken on the Premises and includes parts of the Event Area) for the purpose of any legitimate advertising or marketing activities in any media type including but not limited to television, internet, newspaper or other print.

15 LIABILITY AND INDEMNITY

- 15.1 The following limitations of liability apply:
- (1) You acknowledge and agree that TTC will not be liable to You, Your guests or Your vendors for:
 - (a) any loss or damage of any kind that is directly or indirectly caused by or results from the hire (or non-hire) of the Event Area, the provision (or non-provision) of the Services, these Terms and Conditions or the matters to which they relate or are in any way connected to it; and/or
 - (b) any direct, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage;
to the extent that it is not directly caused by TTC's wilful or negligent act or omission;
 - (2) You release TTC from any liability or claims including, but not limited to:
 - (a) any personal injury, illness or death caused to You, Your guests or Your vendors; and
 - (b) any breach of Your obligations;
to the extent that any liability or claim is not directly caused by TTC's wilful or negligent act or omission;
 - (3) You acknowledge and agree that the limitations of liability in this clause 15.1 are essential to TTC and TTC would not have agreed to enter into an agreement with You in their absence;
 - (4) You indemnify TTC for:
 - (a) all losses and expenses TTC incurs (including legal costs on an indemnity basis); and
 - (b) all liabilities TTC incurs;
directly or indirectly caused by or resulting from any breach of these Terms and Conditions or from any wrongful, wilful or negligent act or omission by You;
 - (5) any representation, warranty, condition or undertaking that would be implied in these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law; and
 - (6) TTC's total aggregate liability for all claims relating to these Terms and Conditions is limited to the Fees payable under these Terms and Conditions;
- 15.2 These Terms and Conditions are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, guarantees, conditions or obligations. If such legislation applies, to the extent possible, TTC limits its liability in respect of any claim to any amounts paid pursuant to these Terms and Conditions.

16 CONFIDENTIALITY

- 16.1 You agree not to disclose any confidential information or allow it to be disclosed any person or related corporation except:
 - (1) with TTC's prior consent; or
 - (2) in accordance with any lawful requirement.
- 16.2 Except as allowed for above, TTC reserves the right to refuse to provide any details or information (including confirmation as to whether You have a booking with TTC) relating to Your Services to any person who requests them, and You indemnify TTC from any costs, loss or damage you suffer as a result of TTC's refusal.

17 FORCE MAJEURE

- 17.1 TTC will not be liable for any loss incurred by You as a result of any required alterations or cancellation of any or all of the Services or to observe any of these terms due to an event of Force Majeure.
- 17.2 During the continuance of an event of Force Majeure, TTC's obligations under these conditions will be suspended.

18 CHANGES TO THESE TERMS AND CONDITIONS

- 18.1 TTC may vary these Terms and Conditions from time to time. Any amendment to these Terms and Conditions will have effect on and from the date that is seven (7) days after TTC gives notice to You of such change. If the change materially affects the Your rights under this Agreement, You may give 30 days' written notice to TTC terminating these Terms and Conditions and your Booking.

19 ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 19.1 Your acceptance of these Terms and Conditions is confirmed by the completion of the Booking Form.

20 GENERAL TERMS

- 20.1 If a provision in these Terms and Conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms and Conditions. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 20.2 TTC may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without Your consent.
- 20.3 All contracts made between You and TTC shall be governed by and construed in accordance with the laws of the State of Queensland. You agree to submit to the non-exclusive jurisdiction of the Queensland courts for all purposes of or in connection with such contract.
- 20.4 These Terms and Conditions are subject to copyright. No part of it should be reproduced, adapted or communicated without the prior written consent of the copyright owner.