

Melbourne Racing Club

Railings Village and Turf Club Terms and Conditions

These terms and conditions are applicable to all persons who have booked with Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) either a Marquee in the Railings Village or a Marquee in The Turf Club at the Venue during the Carnival and shall constitute a licence agreement (**Licence Agreement**) between such person (**Licensee**) and Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) (**Licensor**).

Definitions

In this Licence Agreement, unless the context otherwise requires:

Application Form means the Licensors' booking form for either the Railings Village or Turf Club.

Carnival means the race days known, promoted and marketed as comprising the 2011 Caulfield Spring Racing Carnival including the [Sponsor] Caulfield Cup, [Sponsor] Caulfield Guineas.

Caulfield Racecourse Reserve Lease means the lease between the Licensor and Trustees of the Caulfield Racecourse Reserve concerning certain parts of the Caulfield Racecourse Reserve.

Hire Fee means the fee payable by the Licensee to the Licensor in respect of the licensing of the Site as noted in Application Form.

Licensed Area means either the Railings Village or Turf Club.

Licensee Invitees means the persons invited by the Licensee to attend the Site during the Licence Period.

Licence Period means the race days and times during the Carnival when the Site is booked by the Licensee, all as confirmed in writing by the Licensor to the Licensee.

Member means a fully paid-up member of the Licensor.

Non-Member means any person other than a Member.

Pedestrian Pass Payment Date means the date noted on the Application Form or otherwise advised by the Licensor to the Licensee on or before which the Licensee must make payment to the Licensor of the Pedestrian Pass Fee.

Pedestrian Pass Fee means in the event that only one race day constitutes the Licence Period, the product of the number of Non-Member Licensee's Invitees multiplied by the per Ticket price or in the event that the Licence Period comprises more than one race day means the sum of the products of the number of Non-Member Licensee's Invitees multiplied by the per Ticket price for each race day as noted in the Application Form or otherwise advised by the Licensor to the Licensee.

Railing Village means that area of the infield of the race track at the Venue known as the "Railings Village" as communicated by the Licensor to the Licensee in writing.

Site means a Marquee identifiable by a number, booked within the Licensed Area for the Licence Period all as notified to the Licensee by Licensor in writing prior to the Licence Period.

Ticket means a ticket, wristband, electronic swipe card and/or any other physical or material thing which permits entry of the Licensee or Licensee's Invitees to the Venue and the Licensed Area and which identifies the Site by a number.

Turf Club means that area of the infield of the race track at the Venue known as the "Turf Club" as communicated by the Licensor to the Licensee in writing.

Venue means the Caulfield Racecourse Reserve and includes all buildings, improvements and fixtures thereon, located at Station Street, Caulfield, Victoria 3162.

1. Grant of Licence and Hospitality Services

The Licensor:

(a) occupies the Venue under, among other things, the Caulfield Racecourse Reserve Lease; and

(b) grants to the Licensee a licence for the benefit of the Licensee's Invitees to enter the Venue and to occupy the Site which constitutes part of the Licensed Area for the Licence Period.

2. The Licensor's Rights of Access

The Licensee acknowledges that the Licensor may enter upon the Licensed Area at any time without notice during the Licence Period for the purposes of:

(a) gaining access to other parts of the Venue;

(b) undertaking any repair, maintenance or cleaning of the Licensed Area;

(c) providing any security or like services in respect of or in association with the Licensed Area, the race day and/or any property of the Licensor;

(d) inspecting the condition of the Licensed Area and/or observing the compliance or otherwise of the Licensee with the terms of this Agreement; and

(e) for any other purposes that are reasonably necessary for the operation of the Venue and/or the operational requirements of the Licensor.

3. Licensor Directions

For the avoidance of doubt the Licensee shall, and shall procure that the Licensee's Invitees shall, obey and adhere to any reasonable directions or requirements of the Licensor or any directions, requirements or decisions which relate to or affect the Licensee's Invitees including those which are provided for in this Licence Agreement.

4. Payment

4.1 Upon signing the booking Application Form, the Licensee shall pay to the Licensor the Hire Fee, and any Pedestrian Pass fees, by clear funds on or before the payment date noted in the booking Application Form or otherwise advised by the Licensor to the Licensee.

4.2 The parties further acknowledge and agree that the Hire Fee is not refundable to the Licensee in any circumstances.

4.3 The following payment and bookings terms applies to Railings Village bookings:

4.3.1 The facilities in the Railings Village shall only be available for booking by Members. Non-Members shall not be given the opportunity to book a Site at the Railings Village.

4.3.2 Railings Village bookings must be made by a current 2011/2012 Member. All correspondence will be directed to this Member only as they will be solely responsible for the organisation of their Site.

4.3.3 No persons are to book on behalf, for, or instead of a Member.

4.3.4 The maximum number of Sites that can be booked by a Member within the Railings Village is three Silver Marquees or two Gold Marquees

4.3.5 Failure to comply with clauses 4.3.1 to 4.3.4 will result in the booking being deemed invalid.

4.4 The following payment and booking terms applies to Turf Club bookings:

4.4.1 Sites in the Turf Club shall be available for booking by Non-Members and Members.

4.4.2 Member Admission prices apply only to current 2011/2012 Members. Proof of membership is required to gain Members' prices and Members' entry into the Venue.

4.4.3 All correspondence will be directed to the Contact person as stated on the Application Form as they will be solely responsible for the organisation of their Site.

4.4.4 No persons are to book on behalf, for, or instead of the responsible person.

4.4.5 The maximum number of Sites that can be booked within the Turf Club by a Non-Member or Member person is three Marquees.

4.4.6 Failure to comply with clauses 4.4.1 to 4.4.5 will result in the booking being deemed invalid.

5. Licensee's Invitees

5.1 On or before 1 September immediately prior to the Licence Period, the Licensee shall notify the Licensor of the number of Licensee's Invitees and as to the number of same people who are Members or Non-Members it being acknowledged and agreed that the number of Licensee's Invitees is fixed at twenty-five (25) persons per Site in the Railings Village and fixed at twenty (20) persons per Site in the Turf Club.

5.2 On or before the Pedestrian Pass Payment Date the Licensee shall make payment to the Licensor of the Pedestrian Pass Fee.

6. Issue of Tickets

6.1 Subject to receipt of payments of the Hire Fee and the Pedestrian Pass Fee, the Licensor shall send the Tickets to the Licensee via Australia Post registered mail to the Licensee's address as noted on the Application Form. The Licensor acknowledges that Tickets will not be forwarded prior to 1 September in the year of the Carnival.

6.2 Any Member who is also a Licensee or a Licensee's Invitee shall be required to display together their Ticket, evidence that they are a Member when requested by the Licensor and at all times whilst within the Venue and Licensed Area (and the Licensee shall procure compliance by the Members who are Licensee's Invitees of the requirements in this Clause).

6.3 The Licensee shall procure that each of the the Licensee's Invitees who are Non-Members shall at all times display a Ticket whilst in the Venue and the Licensed Area and when requested by the Licensor.

6.4 The parties acknowledge and agree that in the event that either Members or Non-Members who are the Licensee's Invitees do not comply with the requirements of Clauses 6.2 and 6.3 that such Non-Members or Members as the case may be shall not be permitted entry to any the Venue and/or Licensed Area or may be ejected from the Venue or Licensed Area.

6.5 The Licensee shall not, and shall procure that the Licensee's Invitees do not, transfer or sell to any other party entity or individual Tickets and acknowledges and agrees that the Tickets are not redeemable or transferable for cash or other benefit.

7. Lost or Stolen Tickets

7.1 In the event of a lost or stolen Ticket, a request for a replacement Ticket must be in writing to the Licensor made by the Licensee. Any issue of replacement Tickets shall be at the absolute discretion of the Licensor and be subject to the following:

7.1.1 In the event where the Licensee can provide the Barcode Number for the lost or stolen Ticket, the Licensee shall incur a twenty dollar (\$20) fee provided that any request for a replacement Ticket must also particularise the exact Ticket number and proof of purchase.

7.1.2 In the event where the Licensee cannot provide the Ticket number (barcode number) of the lost or stolen Ticket, the Licensee shall incur a full replacement fee to the value of the lost or stolen Ticket.

7.2 Replacement Tickets may be collected from the Venue at the places notified to the Licensee by the Licensor from time to time.

7.3 The Licensor accepts no liability or responsibility for any Tickets lost or misplaced by Australia Post through registered mail.

8. Signage

The Licensee or Licensee's Invitees may not place any signage, advertising, promotional banners, placards or the like in or around the Licensed Area without first obtaining the written consent of the Licensor, which consent shall not be unreasonably withheld.

9. General Acknowledgement

The Licensee acknowledges and agrees that:

9.1 The Licensor is required to comply with the Liquor Control Reform Act 1998 and all Responsible Service Of Alcohol requirements and that the Licensor and/or its agents or contractors are not required to serve any alcohol beverages to the Licensee or any of the Licensee's Invitees under the age of eighteen or to the Licensee or any of the Licensee's Invitees if it reasonably determines are in a state of intoxication.

9.2 The Licensor may not permit entry or may eject the Licensee or any of the Licensee's Invitees from the Licensed Area or the Venue in the event that:

(a) the Licensee or Licensee's Invitees in the Licensor's reasonable opinion is under the influence of alcohol or drugs;

(b) any of Conditions of Attendance are breached or contravened; or

(c) the Licensee or Licensee's Invitees conduct themselves in an antisocial, unruly, disruptive, boorish, exceedingly noisy or intoxicated manner or their behaviour constitutes a nuisance to the staging of the Carnival and/or any parts thereof and/or detracts from the reasonable amenity or

enjoyment of other patrons or the Licensee or the Licensee's Invitees and/or in the event that the Licensor determines that the Licensee or Licensee's Invitees are undesirable or likely to cause disruption or nuisance to the Carnival or are likely to engage in an act of terrorism or cause damage to property of the Licensor, the Licensee, the Licensee's Invitees or patrons.

9.3 The Licensor may at any time search (including but not limited to the use of metal detectors) and inspect the Licensee or the Licensee's Invitees or any bag, basket or other receptacle in the Licensee's or the Licensee's Invitees possessions or control and may require the Licensee or the Licensee's Invitees to turn out their pockets and further the Licensor reserves its right at its sole and absolute discretion to confiscate any items which are prohibited in accordance with this Licence Agreement or the Conditions of Attendance.

9.4 If the Licensee or any Licensee's Invitees refuse to submit to any searches referred to in Clause 9.3, the Licensor shall be entitled at the Licensor's absolute discretion to refuse entry to such persons to the Venue or Licence Area, or eject such person from the Venue or Licence Area. .

9.5 In the event the Licensor refuses entry or ejects the Licensee or the Licensee's Invitees in accordance with the provisions of this Clause 9, the parties acknowledge and agree that the Licensor shall have no liability to the Licensee or the Licensee's Invitees whatsoever including but not limited to any refund of the Hire Fee.

10. Cooking of Food

In no event shall the Licensee or the Licensee's Invitees be permitted to cook, heat, warm, boil, or steam any food or beverages in the Venue and further neither the Licensee nor the Licensee's Invitees shall be permitted to bring on to the Venue or otherwise assemble or operate any cooking, heating, boiling or other device or instrument (or any part of any such device or instrument) including but without limitation any barbeques, gas cookers, stoves, ovens, or the like.

11. Food and Beverages

11.1 The following Food and Beverages terms applies to the Railings Village bookings:

11.1.1 The Licensee may bring onto the Venue food and beverages for provision to the Licensee's Invitees at the Site only during the Licence Period provided always that in respect of any alcoholic beverages, the Licensee's vehicle is permitted to enter the Venue and park in the proximity of the Licensed Area in accordance with Clause 12.2(a) and this shall be the only means permitted for bringing onto the Venue any such alcoholic beverages.

11.1.2 Subject to Clause 11.1.3, the Licensee shall not enter into any arrangements with any third party caterer which requires such third party to enter upon the Venue in order to provide catering to the Licensee or Licensee's Invitees during the Licensed Period and further the Licensee shall not permit, encourage or induce any such caterer to so enter upon the Venue.

11.1.3 In the event the Licensee requires any third party, person, entity or individual to enter upon the Venue to provide catering or like services to the Licensee or Licensee's Invitees during the Licence Period, the Licensee may only engage for such purposes only those third party contractors which the Licensor has engaged to provide catering services to the Carnival, and upon request by the Licensee, the Licensor shall advise the Licensee of the identity and contact numbers of such third party contractors.

11.1.4 For the avoidance of doubt none of the Licensee's Invitees or any other third party including any third party caterer which the Licensee is permitted to engage in accordance with Clause 11.1.3, shall be permitted to bring onto the Venue or the Licensed Area any alcoholic beverages.

11.2 The following Food and Beverages terms applies to the Turf Club bookings:

11.2.1 The Licensee accepts that the Licensor will be the sole permitted provider of catering into the Turf Club.

11.2.2 The Licensor follows guidelines for Responsible Service of Alcohol (**RSA**). Staff members are instructed not to serve any alcoholic beverages to any persons under the age of 18 years or to any persons in a state of intoxication.

11.2.3 Should a Licensee or the Licensee Invitees be in breach of liquor licensing laws, or procure that any other person breaches such laws, the Licensor may cancel the Licensees' licence under this Licence Agreement with immediate effect (and without refund or compensation) and require the Licensee and the Licensees' Invitees to leave the Venue immediately.

12. Vehicles

12.1 It is acknowledged and agreed that Turf Club Licensees shall not be permitted to bring any vehicles into any reserved car park facilities located at the Venue. Any Turf Club guest attempting to enter the Venue with a vehicle shall be directed to the Centre Car Park.

12.2 It is acknowledged and agreed that during the Licence Period only Licensees of the Railings Village shall be permitted to bring onto the Venue or cause to bring on the Venue the following vehicles only:

a) The Licensee shall be permitted to bring onto the Venue and park in the proximity of the Licensed Area for the Licence Period one (1) vehicle only provided that same vehicle enters into the area known as and noted as the "Railings Village Enclosure" no earlier than 9:30am and no later than 11.00am on the race day or race days comprising the Licence Period; and

b) To enter upon or cause entry upon the Railings Village Enclosure one (1) additional vehicle as driven by the Licensee or any of the Licensee's Invitees for the purposes of delivering any furnishings for the use of the Licensee's Invitees provided that such vehicle enters upon the Venue or the Railings Village Enclosure between the hours of 9.30am and 11.00am only during the Licence Period or each race day comprising the Licence Period.

12.3 In the event that the Licensee engages a third party caterer in accordance with Clause 11.1.3 such third party caterer may enter upon the Venue and the Railings Village Enclosure between the hours of 9.30am and 11.00am only during each race day comprising the Licence Period for the purpose of delivering the food and non-alcoholic beverages for consumption by the Licensee's Invitees.

13. Licensee to Comply and Procure Compliance

The Licensee shall (and shall procure that Licensee's Invitees) shall observe perform and fulfil the requirements of any law for the time being in force including the requirements of any statute

regulation ordinance or by-law insofar as the same may apply to this Licence Agreement and in particular but without limiting the foregoing shall comply with the requirements of all laws and regulations relating to health, safety, water supply, sewerage, fire and building and shall not do or permit to be done anything which may conflict with any such law or regulation arising there from.

14. Damage to Venue

14.1 Without derogating from the generality of any indemnity granted to the Licensor by the Licensee provided elsewhere in this Licence Agreement, the Licensee shall be liable for and shall indemnify the Licensor in respect of any damage or destruction to any part of the Venue and further any property of the Licensor or its employees, agents or contractors contained within the Venue caused either directly or indirectly by the Licensee or the Licensee's Invitees.

14.2 In addition to any rights of access of the Licensor to the Licensed Area, the Licensor may, at its option, undertake any repair, replacement or other works arising from damage or destruction referred to in Clause 14.1 and whether within the Licensed Area or the Venue during any of the periods comprising the Licence Period.

15. General Indemnity and Exclusion of Licensor's Liability

15.1 The Licensee acknowledges that it and the Licensee's Invitees occupies and uses the areas within the Venue in accordance with this Licence Agreement at its own risk. The Licensee shall at all times indemnify and hold harmless the Licensor and all the Licensor's employees, agents and contractors against all liabilities, proceedings, claims, costs, damages and expenses which the Licensor, the Licensor's employees, agents or contractors may suffer, have brought against them, incur or become liable for in respect of any act injury, loss, costs, damages and expense matter or thing occurring or done or alleged to have been done during the term of this Licence Agreement (including the Licence Period) which is caused or results by or from the act or omission of the Licensee or the Licensee's Invitees and whether negligent or otherwise or which results from any breach of the terms of this Licence Agreement by the Licensee.

15.2 The Licensor shall not in any circumstances be liable to the Licensee for whatever reason or cause for any loss, injury, death or damage to the Licensee or the Licensee's Invitees including damage or destruction to the Licensee or the Licensee's Invitees property or loss of amenity or enjoyment arising or occasioned by water, heat, fire, electricity, vermin, explosion, tempest, riot, act of terrorism, civil commotion, bursting pipes, entry of water, failure or suspension of service to the Venue, criminal activity, wilful or deliberate acts, equine virus, virus or disease bacteria affecting the race track or Venue, cancellation of any race day or date comprising the Carnival or any race performance event scheduled or notified to occur during the Licence Period including cancellation, abandonment or postponement of any or all such races, performances or events in whole or in part or otherwise for any cause beyond the Licensor's control (**Overriding Circumstances**). However, this Clause shall not apply to any loss, injury, death or damage occasioned by or caused by the Licensor's negligence.

15.3 In respect of any Overriding Circumstances which result in any race, race meeting, performance, events scheduled or notified to occur during the Licence Period being cancelled, abandoned or postponed it is acknowledged and agreed that the Licensee shall not be entitled to repayment or refund of any money paid to the Licensor pursuant to this Licence Agreement save for circumstances set out in the Licensor's Refund and Exchange Policy. Further there is no obligation or requirement for the Licensor to arrange for any substitute event, performance or race as a result of such cancellation, abandonment or postponement. [For a full description of when a refund or exchange may apply, please refer to the Licensors' Refund and Exchange

Policy by contacting Licensor on 92577200 or consult the website www.melbournracingclub.net.au/terms]

15.4 In no event shall the Licensor be liable to the Licensee for any consequential or indirect loss or any loss of profit or business interruption or damage to the Licensee's reputation.

15.5 To the fullest extent permissible by law the parties acknowledge and agree that any implied terms contained in either the Goods Act 1958, the Competition and Consumer Act 2010 or any other act of the Commonwealth or State of Victoria which are capable of being excluded, are hereby excluded.

15.6 Without derogating from the generality of any exclusion of the Licensor's liability contained elsewhere within this Licence Agreement in no event shall the Licensor be liable to the Licensee for any loss, damage, expense, claims, costs, damages or expenses incurred, suffered or brought against the Licensee resulting from any emergency evacuation of the Venue or part of the Venue.

16. Termination

16.1 The parties acknowledge that the Licensor may at its sole discretion terminate this Licence Agreement, by giving notice in writing to the Licensee with immediate effect if at any time:-

(a) The Licensee breaches any term of this Licence Agreement which is capable of remedy and the Licensee fails to remedy such breach within fourteen (14) days of receipt of notice in respect of the breach from the Licensor; or

(b) The Licensee breaches any term of this Licence Agreement which is not capable of remedy.

(c) The Licensee is or becomes subject to any form of Insolvency Action; or

16.2 The Licensee may terminate this Licence Agreement by giving notice in writing effective immediately if:-

(a) The Licensor is or becomes in material breach of any of the terms of this Licence Agreement and such breach is not rectified within twenty-one (21) days of receiving written notice from the Licensee to rectify the breach; or

(b) The Licensor is or becomes subject to any form of Insolvency Action.

16.3 Subject to Clause 16.4 termination of this Licence Agreement shall not prejudice any rights or remedies already accrued to any party under, or in respect of any breach of, this Licence Agreement.

16.4 In the event that this Agreement is terminated by the Licensor in accordance with Clause 16.1 the Licensee shall be liable to pay to the Licensor, without limitation to any of the Licensor's common law rights, the minimum of the Hire Fee and the Pedestrian Pass Fee minus any like fees paid to the Licensor by any other individual or entity following such termination in respect of the licensing to same individual or entity of the Site for the Licence Period and the provision of hospitality services.

17. Sub-Licensing or On-Selling

17.1 The Licensee shall not sublet any part of the Licensed Area or resell or on-sell any Tickets to any other person, entity, or corporation without the prior written approval of the Licensor which approval shall be at the Licensor's absolute discretion.

17.2 If the Licensor's approval as referred to in Clause 17.1 is forthcoming the Licensee shall remain liable to the Licensor for performance of all its obligations under this Agreement and to procure that any sub-Licensee or individuals or entities to whom Tickets are on-sold comply with the obligations of the Licensee and the requirements imposed on Licensee's Invitees, mutatis mutandi, as contained in this Agreement.

17.3 The Licensee acknowledges and agrees that the Licensor has the exclusive rights to provide or has granted exclusive rights to third party contractors to provide catering, cleaning, security, floral arrangements, audio visual equipment and other services in association with the Carnival or the provision of the Licensed Area for the benefit of the Licensee and the Licensee's Invitees during the Licence Period.

17.4 Except as provided under Clause 11.1.3, the Licensee shall not provide or enter into any undertakings, agreements or permit any third party to provide any services in substitution for or in addition to any of the services or their like the subject of any exclusive rights or exclusive arrangements as described in Clause 17.3, unless with the written consent of the Licensor which may be withheld in its absolute discretion.

18. Additional Services

18.1 If requested by the Licensee and if agreed to by the Licensor, which agreement shall be set out in writing the Licensor shall provide to the Licensee services such additional hospitality services during the Licence Period for an agreed amount which shall also be noted in writing which amount shall be required to be paid by the Licensee to the Licensor within thirty (30) days from the rendering of an invoice after the Licence Period. For the avoidance of doubt the additional services referred to in this Clause shall be governed by the provisions of this Agreement.

18.2 The Licensee shall not in any manner fit-out, decorate, or alter the Licensed Area or place or permit to be placed any fittings, installations, or displays in or around the Licensed Area unless with a prior written consent is granted by the Licensor which may be withheld at the Licensor's absolute discretion.