

the chairman's club terms & conditions



1.0 DEFINITIONS

- VRC – Victoria Racing Club Limited ACN 119 214 078.
Client – The company or individual listed on the booking form as booking the Facility and, unless the context clearly requires otherwise, each individual holding an annual ticket and Honorary VRC Membership as set out in clause 5.1.
Caterer – Peter Rowland Catering or such other caterer as VRC may nominate from time to time.
Facility – The Chairman's Club Room, located on level 3 of "The Grandstand" at Flemington Racecourse.
Season – the Australian horse racing season, which runs from 1 August to 31 July.

2.0 COST

A 2009/2010 Season package (including 22 racemeetings) costs \$37,800. All prices include GST.

3.0 PAYMENT

- 3.1 All Clients that do not have an established credit account with both VRC and the Caterer must complete and return the appropriate credit application forms to ensure that credit accounts are current with both parties.
3.2 All Clients booking a Chairman's Club membership will be invoiced for payment, due by 17 July 2009, to allow tickets for the new Season to be processed.
3.3 For Clients paying The Chairman's Club membership via credit card, the following surcharges will apply: Diners Club – 2%. American Express, Visa & Mastercard – 1.5%.
3.4 Failure to pay as outlined in clauses 3.2 and 3.3 entitles VRC to cancel the booking.

4.0 AGREEMENT

- 4.1 By signing and sending the Chairman's Club renewal/booking form to VRC, the Client agrees to comply with:
(a) these terms and conditions;
(b) the Car Park Terms and Conditions; and
(c) the Conditions of Ticketing and Entry to Flemington Racecourse (Conditions of Entry), (collectively the Conditions), as amended from time to time by VRC, available at <http://www.melbournecup.com/conditions/> and upon request from VRC.
A binding agreement between VRC and the Client is effective upon written confirmation of Chairman's Club membership by VRC, which will be subject to the requirements of clauses 4.2, 4.3 and 4.4. The Client will be required to enter into a separate agreement with the Caterer in respect of food and beverage arrangements; VRC is not a party to such agreements.
4.2 VRC Board approval is required for the individuals who are nominated to receive the two annual Chairman's Club tickets, and accordingly Honorary VRC Membership for the period during which the package is taken up.
4.3 Confirmation is subject to receipt of full payment by VRC and written acceptance of these terms and conditions by the Client as set out in the Chairman's Club renewal/booking form.
4.4 Confirmation is subject to availability.
4.5 All tickets are fully transferable. However, the Client is responsible for the behaviour and dress standards of guests to whom they give the tickets.
4.6 Without limiting any other provision of these terms and conditions, the Client agrees to comply at all times with:
(a) all relevant laws; and
(b) all published policies of VRC, including those relating to liquor.
4.7 Clients must ensure that all guests are, prior to their entry to Flemington Racecourse, made aware of, and agree to comply with, the requirements set out in clauses 4.1 and 4.6 as if they were 'Clients'.

5.0 TICKETING AND ISSUING OF TICKETS

- 5.1 The Chairman's Club Membership provides:
- Two annual tickets (providing Honorary VRC Membership for the period during which the package is taken up) to The Chairman's Club (which admit to Flemington Racecourse, the Members' enclosure and the Facility) and four guest tickets for each raceday (which admit to Flemington Racecourse, the Members' enclosure and the Facility).
- Two Annual Chairman's Club VIP car passes per package.
- Four Chairman's Club VIP car passes per package for racedays, excluding the Melbourne Cup Carnival.
No tickets will be issued unless full payment is received by the due date.
5.2 Tables in the Facility are not permanently allocated to Clients or their guests During the Melbourne Cup Carnival, tables are balloted, and table location cannot be pre-arranged.
5.3 Smaller parties attending the Facility on busier days may be required to share a table.
5.4 Not all parts of the Facility have access for wheelchairs or prams. Please notify us at the time of booking to discuss any special arrangements.
5.5 If any ticket issued under clause 5.1 is not used on a particular raceday, a credit for that ticket will be available to enable the Client to entertain additional guests on selected non-feature Flemington racedays with no additional guest ticket charge (subject to space availability, and not at any time during the Melbourne Cup Carnival or Flemington Festival of Racing)

6.0 USE OF THE FACILITY, DRESS CODE AND CONDUCT

- 6.1 The Facility will operate on every raceday at Flemington during the 2009/2010 Season, subject to clause 9.
6.2 The Facility will also be made available to the Client for private functions on non-racedays, subject to availability.
6.3 VRC's venue hire fee will be waived for non-raceday function hire by the Client. A labour charge may apply to cover service if less than 50 people attend.

- 6.4 The strict Members' dress code applies to the Facility and Members' enclosure on racedays. Clients are responsible for the dress standards of their guests, and guests will be refused entry if they are inappropriately dressed.
6.5 As Honorary Members, the individuals holding the annual tickets described in clause 5.1 are bound by VRC's By-laws and Constitution, copies of which are available upon request. Clients and guests must conduct themselves appropriately at all times. Should a Client or a Client's guest behave in a manner deemed inappropriate by VRC, VRC may require the Client and/or any or all of the Client's guests to leave the racecourse immediately.
6.6 In the event of any breach of these terms and conditions by the Client (or a guest of the Client, whose acts and omissions are deemed to be those of the Client for the purposes of these terms and conditions), VRC may take whatever action it sees fit in respect of the relevant Chairman's Club membership or the individual Client or guest concerned. Such action may include (without limitation) suspension of rights to attend the Facility or cancellation of ticketing or membership, without any right of refund.

7.0 CATERING

- 7.1 The Client accepts that the Caterer will be the sole provider of catering in the Facility and must be used for all food and beverage requirements, both on racedays and for functions held on other days.
7.2 The Client is to liaise directly with the Caterer for provision of all food and beverage requirements.
7.3 Clients wishing to dine in the restaurant section must book at least three days prior to raceday.
7.4 Clients who have reserved a table in the restaurant and wish to cancel their booking need to advise the VRC as soon as possible so that the table can be reallocated.
7.5 \$7,000 of the 2009/2010 annual payment is redeemable on racedays in the Facility on food and beverage purchases, excluding the four days of the Melbourne Cup Carnival. No refund will be given if the catering component is not fully expended during the current Season.
7.6 If a three-year membership is purchased, the Client can carry over any unused food and beverage levy monies remaining from the 2009/2010 Season into the two following Seasons.

7.7 RESPONSIBLE SERVING OF ALCOHOL

VRC follows guidelines for Responsible Serving of Alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of 18 years, or to guests in a state of intoxication. Should a Client or a Client's guest be in breach of liquor licensing laws, or procure that any other person breaches such laws, VRC may require the Client and/or any or all of the Client's guests to leave the racecourse immediately.

8.0 BOOKING ADDITIONAL GUESTS

Subject to availability, the Client may invite additional guests to the Facility on selected racedays at an additional cost for entry tickets and catering. Also refer to clause 5.5.

9.0 PROGRAM CHANGES AND REFUNDS

- 9.1 Subject to relevant laws and VRC's then current Chairman's Club refunds policy, if any part of the race season including any race or race meeting performance, event or any other element of the races is cancelled, abandoned or postponed, in whole or in part, due to adverse weather conditions or for any other cause beyond VRC's control, there is no right to refund or exchange and no obligation is assumed by VRC for the arrangement of a substitute event, performance or any other element.
9.2 Programs, menus, duration and timing may be subject to alteration without notice. Subject to relevant laws and VRC's then current Chairman's Club refunds policy, VRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.

10.0 ONSELLING

The Client must not sell or on-sell the Client's Chairman's Club membership or any associated entitlement (including any ticket to the Facility) without the prior written approval of VRC. However, as ticketing is fully transferable, the Client may pass on tickets for use by any person.

11.0 ADVERTISING AND PROMOTIONS

- 11.1 The Client must not advertise or promote, or procure the advertising or promotion of, the Facility or any race or other event at Flemington Racecourse without the prior written consent of VRC.
11.2 The Client must not use tickets for advertising or other promotional purposes (including, without limitation, prizes, contests or sweepstakes) without the prior written consent of VRC.
11.3 The Client must not (except with the prior written consent of VRC) in any reference to or advertising or promotion of the Client or its activities use the name of VRC, or of any race or other event promoted by or on behalf of VRC, or in any way suggest any connection between the Client and VRC, that the Client or any of the Client's activities are endorsed by VRC, or that the Client is a sponsor or in some other way connected to VRC or any event promoted by or on behalf of VRC.

12.0 INDEMNITY AND LIABILITY

- 12.1 Without limiting clause 4.1, the Client acknowledges that clauses 1, 31 and 32 of the Conditions of Entry apply to these terms and conditions.
12.2 Without limitation to the indemnity in clause 32 of the Conditions of Entry, the Client indemnifies VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, injury or death of any person arising out of or in connection with the conduct of the Client and any of the Client's guests while in the Facility.