



THE TERRACE RESTAURANT Standard Terms and 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

Caterer – Peter Rowland Catering or such other caterer as VRC may nominate from time to time.

Facility – The Terrace Restaurant located in The Hill Stand 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 \$5,500 per person. All prices include GST.

3.0 PAYMENT

3.1 All annual table holders will be invoiced for the full cost of the table for the Season on receipt of the official booking form.

3.2 Failure to pay as outlined in 3.1 entitles the VRC to cancel the booking.

3.3 For all credit card payments received over the value of \$10,000 the following charges will apply:

Diners 2.0% of transaction value inclusive of GST

Amex / Visa / Mastercard 1.5% of transaction value inclusive of GST

4.0 AGREEMENT

4.1 By signing and sending The Terrace Restaurant 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 The Terrace Restaurant Annual table by VRC, which will be subject to the requirements of clauses 4.2 and 4.3. 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 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 The Terrace Restaurant booking form.

4.3 Confirmation is subject to availability.

4.4 All tickets are fully transferable. However, the Client is responsible for the behaviour and dress standards of guests to whom they give the tickets.

4.5 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.

4.6 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 4.5 as if they were 'Clients'.

5.0 ISSUE OF TICKETS

5.1 Annual table holders will be issued with annual passes and car parking passes for their table for the entire Season on receipt of full payment.

5.2 Only official VRC Terrace Restaurant ticketing will be accepted for entry into both the Racecourse and the Terrace Restaurant. Clients must ensure that The Terrace Restaurant guests have the correct ticketing in their possession at all times.

5.3 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.

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 10.

6.2 The strict Members' dress code applies to the Facility. Clients are responsible for the dress standards of their guests, and guests will be refused entry if they are inappropriately dressed. Please refer to the back of tickets for dress regulations.

6.3 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 Terrace Annual table holder or the individual guest concerned. Such action may include (without limitation) suspension of rights to attend the Facility or cancellation of Annual table, without any right of refund.

7.0 CATERING

7.1 The client accepts that the Caterer is the sole provider of catering in The Terrace Restaurant.

7.2 No food or beverages other than that provided by the Caterer is permitted to be brought into The Terrace Restaurant.

7.3 **Confirmation of use of table is required at least 3 days prior to raceday to assist with catering and staffing numbers. Similarly, if a client wishes to cancel their attendance the VRC needs to be advised as soon as possible.**

8.0 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.

9.0 ANNUAL EXTENSIONS

The client may extend their existing table subject to availability and in turn must be aware that the table may need to be moved if necessary to accommodate the extra places.

10.0 PROGRAM CHANGES AND REFUNDS

10.1 Subject to relevant laws and VRC's then current Terrace Restaurant 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.

10.2 Programs, menus, duration and timing may be subject to alteration without notice. Subject to relevant laws and VRC's then current Terrace Restaurant refunds policy, VRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.

11.0 ONSELLING

The Client must not sell or on-sell the Client's Terrace Annual table 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.

12.0 ADVERTISING AND PROMOTIONS

12.1 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.

12.2 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.

12.3 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.

13.0 INDEMNITY AND LIABILITY

13.1 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.

13.2 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.

For further information, contact Anne Parkes, Victoria Racing Club Limited (ACN 119 214 078 / ABN 32 119 214 078),
448 Epsom Road, Flemington, VIC, Australia, 3031 Phone: (03) 8378 0658 Facsimile: (03) 8378 0855
www.flemington.com.au/terracerestaurant