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## Events & Functions

### Terms and Conditions

#### 1) Definitions

- “ITC” means Ipswich Turf Club including the Ipswich Events & Entertainment Centre.
- “Client” means the Individual or Company named on the Booking Form as booking the facility

#### 2) Booking Confirmation

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

#### 3) Booking Guarantee

- A binding agreement between ITC and the Client is effective upon receipt by the ITC of written booking confirmation and payment of deposit.
- Booking confirmation is subject to availability.
- The Client agrees to and must abide by all specified terms and conditions.
- ITC reserves the right to refuse to sell function packages to any company or individual.

#### 4) Tentative bookings

- Private spaces for Non Race Day Events can be held as tentative for a period of 24 hours. If no confirmation has been received after this period, ITC reserves the right to release the rooms and dates.

#### 5) Payment and Confirmation

- A \$500 deposit must be paid upon the Client providing the signed Event Contract to ITC.
  - Clients booking for a wedding must pay 50% of the Minimum Spend three (3) months prior to the Event.
- The balance of the minimum spend and additional setup costs must be paid seven (7) days prior to the event.
- Where ITC has not received payment by the stipulated time, ITC has the right to cancel the booking.
- All deposits and payments are non-refundable, except as set out in these Terms and Conditions.
- ITC may charge the Client’s credit card for overdue payments and additional items from the event day.

- Payment can be made by:
  - Credit card (VISA, MasterCard, or Bankcard)
  - Cheque (made payable to the 'Ipswich Turf Club Ltd"). Please note cheques must be cleared before the booking is confirmed.
  - Direct Deposit Details: As per the issued invoice.

## 6) Pricing Food & Beverage

- Pricing for food and beverage is subject to change depending on services required, seasonal produce and factors outside of the control of ITC.
- The Minimum 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 ITC to outline.
- If the food and beverage consumed at the event is less than the Minimum Spend, the Minimum Spend is payable by the client.
- The client is responsible for payment of the charges for food and beverage consumed at the event in excess of the Minimum Spend.
- All pricing listed is inclusive of GST and is subject to annual increases in line with inflation rates.

## 7) Cancellation or postponement

- COVID-19: If the event is cancelled due to Queensland Government COVID-19 restrictions, the following credits and refunds will be offered:
  - Non Race day Events will be issued a credit to be used within 12 months or at the discretion of the ITC.
  - In the Event the client does not wish to keep the booking with ITC, the deposit amount will be retained by ITC
- Notice of cancellation or postponement must be communicated in writing to ITC and the cancellation fee will be subject to the notice period prior to event date as follows:
  - Over one (1) year prior from the date of function:
- A fee will not be charged and deposit amount refunded. Please note, credit card service fees and surcharges cannot be refunded.
  - Between three (3) months – one (1) year prior to the event date:  
A fee equal to the deposit will be payable unless ITC can secure an event of similar value as a replacement for the date. If a replacement event of similar value is found, the deposit amount will be refunded. Please note, credit card service fees and surcharges cannot be refunded.

– 5 days prior to the event date:

A fee will be payable to the value of 50% of the Minimum Food and Beverage Spend or venue hire (whichever is greater).

## **8) Ticketed Functions COVID-19**

If the event is cancelled due to Queensland Government COVID-19 restrictions, the following credits and refunds will be offered:

- Ticketed Functions will be refunded

- 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 ITC.
- 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.

## **9) Final numbers, dietary requirements and menu selections**

- Final guest numbers, dietary requirements and menu selections are due a minimum of 10 days prior to the event date.
- Should the Client not provide the above details by the due dates, the Event Details will be treated as final.
- 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.

## **10) Event Timing**

- 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 ITC's event schedule and only 30 minutes may be available pre and post event to the Client.

## **11) Facility Signage**

- A Client's own signage is permitted inside a private marquee or facility only.
- ITC reserves the right to refuse inappropriate signage.
- All signage must be free-standing. Signage and posters cannot be attached to walls in any manner that may create damage to paintwork or other surfaces.
- Function facilities signage is plain text on a standard ITC sign on the table stand or sign on entry to corporate venue – no Client logos available for these facilities.

## 12) Bond

- A bond can be requested at the discretion of ITC.
- The Client is responsible for any damage caused to ITC property during the event (inclusive of bump in/out) and as a result will be charged accordingly for any costs.
- The Bond is to be applied against any loss or damages suffered by ITC through the act or omission of the Client, contractors, suppliers or guests to the venue in relation to holding the event. This will apply for bump in, event duration and bump out.
- If no loss or damages is incurred by ITC then the bond shall be refunded to the Client.
- If the loss or damages exceed the bond amount, the client will be responsible for any additional amounts.
- Should ITC deem it necessary for a specific event, security guards may be engaged at the cost of the client. All security guards are to be booked through ITC.
- School Formals require 1 guard per 200 guests and University Balls require 1 guard per 100 guests.
- 18th and 21st Birthday Bookings, Bucks and Hen's Nights a minimum of 1x security guard is required.
- Any items left on course are at the Client's own risk, client responsible for security of items.
- A 4 hour minimum callout fee applies. Security must commence 15 minutes before guest arrival and work until 15 minutes after departure.

## 13) Use of Facilities

- Clients are permitted to use the facility only on the dates and event times designated in the Event Details.
- Clients are responsible for providing event hosts to manage the identification of guests into the venue.
- ITC accepts no responsibility for security of goods supplied by the Client.
- The Venue opens to patrons thirty minutes prior to the advised event commencement time, unless otherwise agreed.
- No fireworks, balls, balloons or confetti are permitted unless prior written approval from ITC one month prior to the event. Please refer to entry conditions for restricted and prohibited items.

## 14) Catering

- The Client accepts that ITC will be the sole provider of all food and beverage in the venue with the exception of celebration cake and bonbonniere.
- All Catering revenue will be retained by ITC. ITC is responsible for the conduct of ITC catering and any food & beverage vendors providing catering services. ITC will take reasonable precautions to ensure that ITC catering and the food & beverage vendors comply with applicable laws.

- Menus are indicative only and subject to due to seasonal variances and ITC discretion.
- Client to advise ITC of any dietary requirements no later than one week prior to the event. Every effort will be made to accommodate dietary requirements if advised on the day.

### **15) Beverages**

- ITC follows guidelines for responsible service of alcohol and is a licensed venue.
- No alcoholic beverages are permitted to be brought to the Venue by the Client.
- ITC reserves the right to search any persons or vehicles to ensure liquor is not brought onto the venue.
- Smoking can only take place onsite in designated smoking areas.
- Temporary bar infrastructure set up fee may be applied by ITC depending on the details and nature of the Event.
- Vintages of wine may vary due to availability.

### **16) Goods and Services**

- Except where agreed, clients must use ITC approved contractors for the provision of goods and services for the Event.
- A full list of approved contractors can be obtained from the ITC Administrator Office or Events Team.

### **17) Force Majeure**

- 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 ITC's control, there is no right to refund or exchange and no obligation is assumed by ITC for the arrangement of a substitute event, performance or any other element.
- Programs, menus, duration and timing may be subject to alteration without notice. ITC reserves the right to vary, add, withdraw or alter menus, rooms and facilities without notice.

### **18) Responsibility and Damages**

- ITC is not responsible for any damage to equipment brought onto site.
- Photographs may be taken of the site prior to the installation period and after completion of dismantle to assist with a dilapidation report.
- The client is responsible for any damage caused by their guests to property supplied by ITC and approved contractors.
- On completion of bump out the venue must be left clean and tidy. An additional cleaning fee may be charged by ITC at the conclusion of the Event depending on the condition of the venue.

- ITC will not be responsible for any stock left on site prior to or at the conclusion of the Event and ITC may dispose of any stock at the expense of the Client.
- No items may be attached to walls/hung from the ceiling.
- If at any time during the bump in, event or bump out the fire alarm is activated other than by ITC, the client must pay an amount charged to ITC by the emergency service for their attendance to the site.

### **19) Public Liability and Insurance**

- ITC 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.
- 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 (as determined by ITC) prior to the event day.
- The Client will use the venue and 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.

### **20) Noise restrictions**

- The provision of entertainment, music or related activities in any outdoor area of the premises is prohibited from 10.00pm to 9.00am.
- 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: – Outdoor areas - 105dB(A), fast response when measured approximately 15 metres from the source of the noise every 30 minutes. – Indoor areas - 75dB(C) fast response, when measured 3 metres from the source of the noise.
- All noise is required to cease at 12 midnight in accordance with ITC's Liquor License unless agreed with ITC prior to the Event.

### **21) Styling**

- All candles must be enclosed in a glass covering the level of the flame. No taper candles are permitted.
- No Glitter, Magic Sand or Confetti are not permitted, if found will incur additional cleaning costs.

### **22) Horses and Racing**

- Racing, training and horse movement occur at the venue and assume priority to other activities including the event.
- ITC reserves the right to advise of further site restrictions due to racing schedule and activities at the venue.

### **23) Wedding Ceremonies**

- In the event of wet weather, a suitable replacement option for any outdoor ceremony will be sourced by ITC on behalf of the Client.

### **24) Imagery**

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

### **25) Management of Events**

- The main contact for the duration of the Event will be the ITC Operations Manager.
- ITC reserves the right to exclude or evict persons from the venue in ITC's absolute discretion.

### **26) Client's Obligations**

- The Client is to conduct the event according to the Event Details and must:
  - comply with all legal requirements and standards relevant to the event; obtain and comply with all approvals, permits, licenses or authorities for the conduct of the event; – ensure that the Client's representatives, employees and contractors conduct themselves to the standard required of the Client under these terms and conditions;
  - comply with all requirements and directions of the ITC relating to any matter affecting the safety of the venue, the site or the persons attending the event;
  - comply with and perform all obligations imposed under legislation including the Work Health and Safety Act applicable to the Client relating to the event; use the venue at its own risk and to the extent permitted by law the Client releases ITC from liability relating to loss or damage to persons or property occurring during the event; and
  - indemnify the ITC in respect of any loss suffered by the ITC 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.

### **27) Privacy and Confidentiality**

- The Client must comply with the Privacy Act 1987 (Cth) and the Australian Privacy Principles relating to the conduct of the event and provide assistance reasonably required by the ITC in respect of ITC's compliance with the Act and Australian Privacy Principles.

- The Client must not disclose any information of a confidential nature about the ITC, 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 ITC.

## **28) Tickets & Ticketing Conditions**

- Tickets will not be issued until full payment has been received and confirmed by ITC. Charges apply (see Postage & Handling).
- If a Client has not received their ticketing within five (5) days of the event they must advise ITC in writing.
- Tickets are not transferable or redeemable for cash.
- Clients are responsible for distributing tickets to guests attending their function prior to the function date.
- Tickets cannot be left at the gate or ITC office for guest collection on the event day.
- All clients must display relevant tickets at all times whilst in their designated facility.
- Accreditation tickets for performers or event staff if required, will be provided by ITC at the ratio of one (1) accreditation ticket for every 50 guests booked.
  - Accreditation tickets include entry only, and do not include food and beverage.
  - Staff meals for staff on accreditation tickets can be organised through ITC at time of booking.
  - ITC reserves the right to refuse admittance or service to any persons not displaying the correct ticketing.
- Should a Client wish to provide additional ticketing to that of the official ITC ticketing, approval must be obtained from ITC and will be at the Client's own expense.
- Requests for replacement tickets must be provided in writing with the exact ticket and or wristband number and proof of purchase.
- Lost or stolen tickets will incur a \$15 per ticket/wristband replacement fee.

## **29) Postage & Handling**

- Once full payment is received in accordance with Tickets & Ticketing Conditions tickets will be sent to the Client via the ticketing partner.
- Postage and handling fees will be charged as follows: Regular Post: \$5.00 Express Post: \$10. 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.

## **30) On-Selling**

- Except with the express permission of ITC, the Client is not permitted to sell or on-sell any part of their function without the approval of ITC. Clients wishing to on-sell whole or



part of their Corporate Facility must obtain written permission from the Chief Executive Officer.

- In the event of ITC approving the purchase of a corporate facility by a company for the purpose of on-selling, ITC will require the on-seller to forward all advertising materials for approval by ITC prior to print and distribution inclusive of pricing.
- Approved on-sellers must provide a complete list of all organisations/individuals attending their function. Approved on-sellers must follow all Terms and Conditions.

### **31) General**

- If any part of any race day or event day, including any race, performance, event or any other element is cancelled, abandoned or postponed, in whole or part, due to adverse weather conditions or for any other cause beyond ITC's control, there is no right to refund or exchange and no obligation is assumed by ITC for the arrangement of a substitute event, performance or any other element.
- Programs, menus, duration and timing may be subject to alteration without notice. ITC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities without notice.
- So as to comply with its obligations under the liquor licence, the following applies, noise emanating from entertainment, music or related activities in any outdoor area of the premises must not exceed the following levels.
  - Outdoor areas - 90dB(A), fast response when measured approximately 15 metres from the source of the noise.
  - Indoor areas – 75dB(C) fast response, when measured 3 metres from the source of the noise.
  - The provision of entertainment, music or related activities in any outdoor area of the premises is prohibited from 10.00pm to 9.00am.
- The Client is responsible for any damage caused by their ticket holders to property supplied by ITC and approved contractors.
- Responsible service of alcohol: ITC follows guidelines for responsible service of alcohol (RSA). Staff members are instructed to adhere to ITC house policy.
- No balloons are permitted on course during any events on race day.