

## General Information & Terms and Conditions

We take pride in our Venues, service and strive to exceed the expectations of all our clients. To ensure this we have several policies which we believe will enhance the smooth running of the event to everyone's satisfaction.

### **1. The Venues**

The South Australian Jockey Club (SAJC) conducts the South Australian Racecourse Conference & Function Centres. Venues include the Allan Scott Park Function Centre at Morphettville, the Cheltenham Park Function Centre and the Morphettville Junction Entertainment Complex. (the Venue)

### **2. Booking Confirmations, Deposits, Cancellations and Payment**

Within 14 days of initial booking the requested deposit (equivalent to 15% of estimated function value OR \$550.00, whichever is the greater) and signed booking agreement must be received by SAJC. The said deposit is non-refundable and non-transferable. If written confirmation of the hiring and payment of the deposit is not received within 14 days the function may be cancelled at the discretion of SAJC.

In the unfortunate instance of full or part cancellation within 3 months of your function, a cancellation fee of 30% for loss of revenue will apply unless the space can be resold. This condition also applies to a change of date(s), where the change of date(s) occurs less than 3 months prior to the original booked date.

21 days prior to the function, the menus, audiovisual, room set-up and any additional requirements must be confirmed. Final number of guests must be confirmed 7 days prior to the function. This final number of guests will be the minimum amount catered and charged for. Any alterations to this number may incur a surcharge.

Payment in full must be made 3 full working days prior to the function (payments by cheque to be made 5 full working days prior to function). All charges incurred during the function are to be paid on the day. Account facilities are not available.

For all transactions, including refunds, using credit cards, the following applies:

Excluding AMEX (American Express) and DINERS CLUB, all transactions of \$2000 or less will not incur a surcharge.

Excluding AMEX (American Express) and DINERS CLUB, all transactions exceeding \$2000 will incur a 1% surcharge.

PLEASE NOTE: the \$2000 limit is applicable to the TOTAL transaction value inclusive of the initial deposit, periodical payment(s) and final payment(s).

All AMEX and DINERS transactions attract a surcharge of 3.5% of the total amount.

### **3. Delivery / Pick Up Of Goods**

The SAJC will not accept responsibility for the damage to, or the loss of goods left in the Venue prior to, during or after a function. All goods may only be delivered to the Venue upon written confirmation from the SAJC. Goods are to be clearly labelled with function name and date of function. All goods belonging to persons attending a function must be claimed and removed from the Venue within 24 working hours of the function. The SAJC reserves the right to return all property to the Hirer at the Hirer's expense and inspect vehicles departing the SAJC.

### **4. Labour Charges**

Any function continuing beyond the confirmed departure time and / or beyond midnight will incur a surcharge.

### **5. Damage / Loss**

The SAJC will not be responsible for any loss, injury or damage whatsoever which may be suffered by the Hirer or any attendees of the function prior to, during or after the function whether caused by the negligence of SAJC or otherwise.

The SAJC does not accept responsibility for any damage to or loss of any vehicle whilst parked on the property.

### **5A. Conduct / Responsible Service of Alcohol**

The SAJC reserves the right to expel or eject from the Venue any person attending a function who behaves in an objectionable manner. We are required by law to ensure that alcohol is consumed responsibly. In the interests of everyone's safety and enjoyment, excessive alcohol consumption and/or irresponsible behaviour by individuals must be identified and controlled early, with the supply of alcohol to those concerned stopped at that point. Please note that you are responsible for the behaviour of your guests. Our staff will work with your designated representative to assist. Failure to comply could result in legal, liability and compensation issues.

### **6. Security**

Security personnel are arranged by the SAJC for functions where it is deemed appropriate, with all costs being on-charged to the Hirer.

### **7. Cleaning**

The cost of general minimum cleaning of the room is included in the hire cost. Where more than the general minimum cleaning is required following a function, all additional costs must be paid by the Hirer.

### **8. Venue Reservations**

If through circumstances beyond the control of the SAJC, the function room becomes unavailable, SAJC reserves the right to reallocate a function to another room of comparable space. If another room cannot be made available to a Hirer on the date or dates for which it has been hired by reason of flood, fire, damage, industrial dispute or any other reason beyond the control of the SAJC, the SAJC shall not be liable for any loss, damage or injury whatsoever suffered by a Hirer as a result of the unavailability of the room for those reasons. The SAJC, when deemed necessary, reserves the right to reallocate or decrease the size of the function room.

### **9. Radio Equipment / Care of Venue**

If it is proposed that radio equipment will be used by the Hirer, the Hirer must submit an application prior to the function for approval. The SAJC reserves the right to either discontinue the use of, or disallow the use of, any radio device which may interfere with any already approved radio equipment in use in the Venue.

No attachment, fitting, fixture or defacement is to be made to the flooring, ceilings or the internal or external walls of the building. No ladder or other device whatsoever is to be affixed to, or suspended from, any overhead structure without consent. No nail, screw or other device can be driven into, nor are holes to be made, in any part of the building. The Hirer must reimburse SAJC for the cost of repairs arising from unauthorised actions.

### **10. Indemnity and Insurance**

The Hirer agrees to indemnify the SAJC from and against any loss, action, claim or demand whatsoever which arises or may arise as a result of a function at the Venue which has been organised by the Hirer. The SAJC maintains public liability and property damage policies. However, the Hirer is responsible for any loss, injury or damage to property during the function. Therefore it is necessary for Hirer to arrange its own insurance cover for property damage and public liability.

The Hirer is responsible for injury, loss or damage suffered by SAJC or injury or damage to any other property or person, either directly or indirectly caused by the Hirer or a person attending the function.

### **11. Raceday Abandonment**

Should a raceday be abandoned less than 7 days prior to or during the booked raceday, no refunds will be made. The booking will continue and all associated racing services will be provided on all other Australian centres.

### **12. Prices / Agreements**

All prices quoted by the SAJC in respect of a function will be current at the date of publication. Such prices however are subject to change without notice to cover unforeseen variations in costs. All prices are inclusive of GST. Where applicable, the SAJC reserves the right to increase the price by the amount of any GST or any other taxes. Verbal agreements must be confirmed in writing to validate the contract. A minimum of one months notice will be given if changes are imminent.

### **13. Occupational health, safety and welfare**

The SAJC requires Hirer's, contractors and/or agents to comply with all the South Australian Government's Occupational Health, Safety and Welfare requirements. The SAJC reserves the right to refuse entry to the Hirer if these conditions are not fully complied with.

### **14. Costs**

The SAJC reserves the right to commence legal action for recovery of any outstanding amounts from the Hirer. The Hirer is responsible for all costs including legal costs incurred by the SAJC on a solicitor and own client basis incurred in recovering any monies due to SAJC pursuant to this Agreement.

### **15. Warranty of Authority**

The signatory to this agreement on behalf of the Hirer warrants and represents to SAJC that the signatory has the authority to enter into this agreement on behalf of the Hirer.

I ("the Hirer") have read and understand the above General Information & Terms and Conditions

Print Name: \_\_\_\_\_

Title/Position \_\_\_\_\_

Date \_\_\_\_\_

Company/ Association: \_\_\_\_\_

Signature: \_\_\_\_\_

