

members' dining terms & conditions

An easy to download version of these terms and conditions is available on the dining section of the VRC website www.vrc.net.au

1. Definitions

- 1.1** VRC means Victoria Racing Club Limited ACN 119 214 078
- 1.2** Member means Full, Life, Restricted, Junior or Provisional Member of VRC who is financial – that is, a Member who does not owe any subscription fees or other fees to the VRC.
- 1.3** Car Park means a public car park or reserved car park in respect of which VRC generally charges a fee or is otherwise entitled to restrict access.
- 1.4** Client means any person listed on the booking form as booking the Dining Facility.
- 1.5** Course means Flemington Racecourse, excluding the surrounding grounds and car parks.
- 1.6** Course Conditions means the 'Conditions of Entry to Flemington Racecourse' posted at entrances to the Course, available on VRC's website at www.vrc.net.au or available on request.
- 1.7** Carnival refers collectively to Events held by the VRC during the 8-day period known as Melbourne Cup Carnival and incorporating the racedays known as Derby Day, Melbourne Cup Day, Oaks Day and Stakes Day, and includes any such Event as rescheduled.
- 1.8** Dining Facility means a dining package in the Members' Dining Room, Members' Old Grandstand First Floor Reserved Dining, Punters' Lounge, The Peak, The Atrium, The Phar Lap Marquee or the Junior Members' Marquee as such facilities are offered and described by VRC, and include any such package or facility that may be renamed or replaced by VRC or any other dining package or facility offered by reference to these terms and conditions.
- 1.9** Event means any particular raceday, horse race or other activity conducted at the Course by, or under authorisation from, VRC.
- 1.10** You means an individual who has entered a Dining Facility or (where applicable) a Client.

2. General

- 2.1** Entry by any person to a Dining Facility is subject to these terms and conditions as well as the Course Conditions. By entering a Dining Facility, you are deemed to have accepted and understood as binding on you these terms and conditions, the Course Conditions and any accompanying risks, obligations and responsibilities.
- It is your responsibility to read and inform yourself of these terms and conditions and the Course Conditions. Clients must ensure that each of their guests complies with these terms and conditions and the Course Conditions, and Clients agree and acknowledge that they are responsible for any non-compliance by their guests with these terms and conditions and the Course Conditions, and for any of their guests' acts or omissions while present at a Car Park or the Course.

- 2.2** A binding agreement constituted by these terms and conditions and the Course Conditions will be formed between the VRC and the Client upon receipt by the Client of a booking confirmation from VRC.
- 2.3** These terms and conditions prevail over the Course Conditions to the extent of any inconsistency.
- 2.4** While present at a Dining Facility or the Course, you agree to act safely, lawfully and in accordance with all requirements and directions of the VRC, its authorised representatives or relevant authorities.
This does not limit your obligations under the Course Conditions.
- 3. Applications, bookings and payment**
- 3.1** Applications by Members for access to a Dining Facility will not be accepted if sent via facsimile or email.
- 3.2** All bookings for Dining Facilities must be accompanied by full payment in the form of a cheque made payable to "Victoria Racing Club" or "VRC", or by completion of the credit card details for direct debit outlined on the booking form.
- 3.3** Subject to availability as set out in clause 3.5, each Member is entitled to book a maximum of one (1) table per Carnival raceday. Table maximums are as follows: Members' Dining Room – ten (10) people per table, Members' Old Grandstand First Floor Reserved Dining – six (6) people per table, Punters' Lounge – four (4) people per table, Atrium Tiered – six (6) people per table, Atrium Flat – ten (10) people per table, Peak Flat – ten (10) people per table or Peak Tiered – six (6) people per table.
- 3.4** All bookings for reserved seats must be accompanied by full payment in the form of a cheque made payable to VRC or by valid completion of the credit card details for direct debit outlined on the booking form. Bookings will not be processed until full payment is received by VRC.
- 3.5** Dining Facilities are limited in number. It is anticipated that demand will exceed availability, in which case allocation of tickets for Dining Facilities will be conducted by random ballot at the completion of the application period. Members will be notified of the results of the random ballot on a date advised by VRC.
- 3.6** Dates, Dining Facilities, fees and conditions are subject to change without notice.
- 3.7** Refunds for cheque payments of unsuccessful applications or part thereof may take up to 14 days to be processed.
- 3.8** Refunds for confirmed bookings will be issued by the VRC in accordance with the Course Conditions relating to ticket refunds (except where the context requires otherwise).
- 3.9** For all credit card payments 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.

- 3.10** No tickets to a Dining Facility will be issued unless full payment is received from the Client by the VRC.
- 3.11** Tickets for all bookings are to be collected from the Dining Facility on the day of the Event.
- 3.12** Reserved seats in The Atrium and The View are limited and subject to availability.
- 3.13** A booking form will not be processed by the VRC if a Member has not signed it.
- 3.14** Members must be aware of the guest ticket restrictions prior to attempting to book dining packages. Please refer to the Members' & Racing Rewards Handbook for restriction details.
- 4. Entry**
- 4.1** Only official VRC Dining Facility wristbands will be accepted for entry into any of the Dining Facilities. VRC will not accept photocopies, and may refuse to accept tickets that have been defaced or otherwise damaged.
- 4.2** No person will be admitted to any Dining Facility without the correct wristbands. VRC persons authorised to act on behalf of VRC and the appointed caterers reserve the right to refuse to admit or serve a person who does not have the correct wristband.
- 4.3** Dining Facilities in the Members' Enclosure require Members' Enclosure tickets. The Phar Lap Marquee is not located within the Members' Enclosure, but guests will be required to hold a Phar Lap Marquee Day Pass to gain entry.
- 5. Catering**
- 5.1** You accept that VRC's appointed caterers are the sole providers of catering in the Dining Facilities as outlined in this guide.
- 5.2** Programs, menus, duration and timing may be subject to alteration without notice. VRC reserves the right to vary, add, withdraw or substitute advertised Events, programs, menus and Dining Facilities.
- 5.3** All Dining Facilities are non-smoking.
- 5.4** VRC and its accredited caterers follow guidelines for responsible serving of alcohol. Members are instructed that alcoholic beverages will not be served to persons under 18 years, or persons in a state of intoxication.
- 5.5** Dining packages must be taken as a whole. They cannot be split, repackaged or discounted and must not be used in any promotions without the authorisation of the Club.
- 6. Images, recordings and broadcasts**
- 6.1** You must not (and you must ensure that your children, officers, agents, employees, invitees and guests do not) bring into or use within the Dining Facility any photographic or video equipment that VRC, in its absolute discretion, deems unacceptable for the purpose of ensuring compliance with paragraph 6.2 below, which may include (without limitation) camera tripods, monopods, lenses with a maximum focal length equal to or greater than the equivalent of 200mm in the 35mm format, digital cameras with a resolution equal to or greater than 10 mega-pixels, or professional digital video equipment.

- 6.2** You must not (and you must ensure that your children, officers, agents, employees, invitees and guests do not) take or make any video recordings, films, still pictures, photographs or any other images within a Dining Facility nor use, publish or distribute any images, for profit, gain, public advertisement, display or for any other purpose except for the private enjoyment of the person taking or making the images. On request by VRC, you must assign to VRC in writing, on a royalty-free basis, all intellectual property in photographic or video images taken in a Dining Facility and irrevocably consent to VRC (and any other person authorised by VRC) doing anything which, but for the consent, would or might infringe moral rights in the images.
- 6.3** You must not (and you must ensure that your children, officers, agents, employees, invitees and guests do not), while present at a Dining Facility, make or distribute any broadcasts, telecasts, commentary, interviews, news reports or statistics (by any means in any format or media including any such commentary made by mobile phone or other wireless communications device) pertaining to an Event.
- 7. Liability and Indemnity**
- 7.1** You agree and acknowledge that, to the extent permitted by law, VRC will not be liable for any loss or damage suffered by you, persons under your supervision (including children) or any other person present at the Dining Facility, a Car Park or the Course, or caused by any acts or omissions of VRC or employees, agents or contractors of VRC, or any other persons present at the Dining Facility, a Car Park or the Course. Nothing in this paragraph 7.1 or these conditions affects any liability that VRC may have for any:
- (a) breach by VRC of any express term of these conditions;
 - (b) breach by VRC of any term implied into these conditions under the general law; or
 - (c) tort committed by VRC. Any liability of VRC to you under these conditions or otherwise will not extend to loss of chance, profits, revenue, income, dividends or winnings or indirect or consequential loss.
- 7.2** You indemnify VRC against liability for or in respect of any claims, demands, actions, suits or proceedings, costs, expenses, loss, damage, personal injury or death of any person arising out of or in connection with any of your or your guests', children's, employees', contractors' or agents' acts or omissions while at a Dining Facility, a Car Park or the Course.
- 7.3** Nothing in these conditions affects the rights of any person under the Trade Practices Act 1974 (Cth), the Fair Trading Act 1999 (Vic) or similar legislation regarding implied conditions or warranties.

8. Onselling

- 8.1** Members are not permitted to sell any part of their dining package. Any Member who attempts to do so will have their dining package cancelled and will be referred to the VRC for disciplinary action.
- 8.2** Members are entitled to share the cost of entertainment with their guests. However, if the Client is operating their dining allocation to earn a profit, they are deemed to be onselling and will be referred to VRC for disciplinary action.
- 8.3** Any form of unauthorised advertising or promotion of a Dining Facility, or any associated right or entitlement package is deemed to be onselling.

9. Behaviour

- 9.1** You agree to comply, and take full responsibility for the compliance of your children, officers, agents, employees, invitees and guests, with the Course Conditions relating to proper behaviour on the Course (including Dining Facilities) and in Car Parks.
- 9.2** If the VRC finds that a breach of paragraph 9.1 has occurred, it may (in addition to the broad disciplinary powers granted under the VRC By-laws) refuse in future to allocate tickets or passes to the Client or any person involved, allocate tickets or passes subject to special conditions or otherwise restrict entitlements.

10. Change of facility

- 10.1** VRC may at any time, by written notice to the Client (or verbally during, or within 24 hours prior to, the Event should circumstances require relocation at that time), relocate a Dining Facility or move the Client and all persons sharing the Client's Dining Facility to:
- (a) another Dining Facility or location at the Course; or
 - (b) a dining facility or other location at another venue within Melbourne to which an Event has been relocated.
- 10.2** In the event that a relocation under clause 10.1 occurs due to an event or act beyond the control of VRC (such as weather), clause 11 will apply.
- 10.3** VRC will use all reasonable endeavours to ensure that the new facility or location is equivalent or similar to that originally booked by the Client. To the extent that no facility can be made available, VRC may cancel the booking, in which case the Client will be entitled to a refund consistent with clause 10(b) of the Course Conditions, whether the relocation applies merely to the Dining Facility or to the whole Event.

11. Force Majeure

- 11.1** Except as expressly provided under the Course Conditions, under no circumstances will VRC be liable to the Client, or to any person sharing the Client's Dining Facility, if VRC is unable to perform its obligations to the Client due to any event or act beyond the control of VRC.