



HOME OF THE



GOLD COAST
TURF CLUB & EVENT CENTRE

ABN 29 102 941 980

1. Licence Fee and Payment Term

- a) the Licensee must pay the agreed payment to the Licensor as per the payment terms.
- b) all payments to the Licensor will be paid prior to any event
- c) all payments of money to the Licensor must be made unconditionally.

2. Licence Term

Date: As specified in the Schedule of Inclusions. Any additional access must be requested and will be charged additionally.

Time: As specified in the Schedule of Inclusions. Any additional access must be requested and will be charged additionally.

Each party:

- a) acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a deed; and
- b) executes this document with the intention that it will be immediately legally bound by this document.

3. Grant of Licence

- a) The Licensor grants a licence to the Licensee to occupy and use the event area only for the agreed period in this agreement.
- b) The Licensor has the legal right to exclusive possession and control of the Event Areas at all times

4. No Warranty

- a) The Licensor gives no warranty (either present or future) as to the suitability or adequacy of the Event Areas or the use to which the Event Areas may be put.
- b) The Licensee must, at its cost:
 - i. comply with all laws relating to the Event Areas and the use of the Event Areas; and
 - ii. obtain, keep current and comply with all approvals, licences and other requirements of any Government Body needed for the Licensee to use and occupy the Event Areas for the Permitted Use, to conduct the Licensee's business in the Event Areas, to install and use the Licensee's Property, and to exercise any other right under this document.
- c) The failure or inability of the Licensee to comply with this clause does not relieve the Licensee from any of its other Obligations, including the payment of the Licence Fee and other money

5. Licensee to Maintain

- a) During the Event Period, the Licensee must keep and maintain the Event Areas in good and substantial repair and condition, except for fair wear and tear. The exceptions in this subclause do not apply if any damage is caused or contributed to by any act, omission, neglect or default of the Licensee or payment of any money to the Licensor under any insurance policy is refused or reduced, because of that.
- b) The Licensee must keep the Licensee's Property in good repair and condition and clean.

Despite anything to the contrary, the Licensee must, at its cost and to the reasonable satisfaction of the Licensor:

- i. repair any damage caused by any neglect, default or misuse by the Licensee;
- ii. replace any glass in or about the Event Areas that may be damaged or broken with glass of a similar type, gauge and quality;
- iii. repair or (if appropriate) replace any items of the Licensor's property that may be broken or damaged by the Licensee with items of a similar type and quality.

6. Insurance

- a) The Licensee must, at its cost, effect and maintain the following insurances:
 - i. insurance on the Licensee's Property for an amount not less than the full insurable and replacement value of it with coverage against at least fire with standard extended coverage;
 - ii. public risk liability insurance applying to the Event Areas and all operations of the Licensee, written on a comprehensive basis with limits of not less than \$20 million per occurrence; and
- b) All insurance policies effected by the Licensee under this document:
 - i. must be taken out in the name of the Licensee; and
 - ii. may be taken out as part of a global policy but must be taken out as primary cover.
- c) The Licensee must deliver certificates of its insurance to the Licensor whenever reasonably required by the Licensor.
- d) The Licensee must pay to the Licensor:
 - i. any insurance excess, deductible or shortfall payable by the Licensor for any insurance Claim made concerning the Event Areas if the Claim arises because of any act, omission, neglect or default of the Licensee; and
 - ii. all extra insurance costs incurred by the Licensor for any extra risk caused by any use or occupation of the Event Areas.

7. Risk and Indemnity

Except to the extent of any neglect or default of the Licensor:

- a) The Event Areas, the Licensee's Property and the exercise of any right or remedy by the Licensee under this document is at the sole risk of the Licensee; and
- b) The Licensee releases and indemnifies the Licensor against any Claim arising from any:
 - i. loss, damage, death or injury to any property or person in or about the Facility caused or contributed to by the Licensee or any use or occupation of the Event Areas by the Licensee; or
 - ii. neglect or default of the Licensee.

Subject to any other provision of this document, the indemnities in this document are continuing Obligations, independent from the other Obligations of the parties under this document and continue after this document ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this document.

8. Cancellation

If the event is cancelled within 90 days of the event date, an amount equal to 50% of the total value of the event will be due and payable.

If cancellation occurs within 60 days prior to the event date, an amount equal to 80% of the total value of the event will be due and payable.

If the event is cancelled twenty-one (21) days or less prior to the event date, 100% of the total value of the event will be due and payable.

In the event of a cancellation any out of pocket expenses incurred by the Gold Coast Turf Club for this event will be considered a "pass through" cost and invoiced accordingly.

9. Final Numbers

Should your final numbers fall below the contracted number, the Gold Coast Turf Club & Event Centre reserves the right to re-allocate the event to another venue or charge an additional venue hire.

Estimated Final numbers and all event details will be required 21 days prior to your event. At least 7 days prior to your event, written confirmation of your final guest numbers must be forwarded. Should these not be received on time then the numbers provided at 21 days will be taken as final numbers. Please note that you will be charged for your final guest numbers and any payments will be not be refunded should the numbers fail to meet the confirmed number of guests

10. Default by Licence

The Licensee is in default under this document if:

- a) any Licence Fee or other money payable by the Licensee is unpaid after becoming payable;
- b) the Licensee suffers an Insolvency Event; or
- c) the Licensee fails to comply promptly with any of its Obligations under this document.

Without limiting its Obligations arising from any default or repudiation, the Licensee must pay to the Licensor any amount reasonably necessary to compensate the Licensor fully for any Claim concerning the default or repudiation by the Licensee.

11. Governing Law

This document is governed by and construed in accordance with the laws of Queensland.

12. Operating Arrangements

Beverage and Catering

The licensor has the exclusive rights to operate beverage and catering outlets in those areas under the Licensor's existing Liquor License/Permit. If the server is open for cash purchases a minimum spend may be required and any remaining spend will be added as residual venue hire.

Media

The Licensee acknowledges that its rights under this clause do not extend to the coverage or exploitation of any racing or training footage conducted during the Events Period.