



# 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 Inc (SAJC) conducts the South Australian Racecourse Conference & Function Centres. Venues include Morphettville at Morphettville Racecourse and The Junction (the Venue).

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

- 2.1 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 the SAJC.
- 2.2 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.
- 2.3 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.
- 2.4 Payment in full must be made 3 full working days prior to the function (payments by cheques to be made 5 full working days prior to function).
- 2.5 All charges incurred during the function are to be paid on the day. Account facilities are not available.
- 2.6 For all transactions, excluding online bookings, but including refunds, using credit cards, the following applies: Excluding AMEX (American Express) and DINERS CLUB, all transactions of \$2,000 or less will not incur a surcharge. Excluding AMEX (American Express) and DINERS CLUB, all transactions exceeding \$2,000 will incur a 1% surcharge.
- 2.7 PLEASE NOTE: The \$2,000 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% of the total amount.

## 3. Online Bookings

- 3.1 Tickets are non-refundable.
- 3.2 If issued with a wristband and/or lanyard you must wear them at all times. Security reserves the right to refuse entry.
- 3.3 In the event that your ticket is lost or stolen please contact the Sales Department on (08) 8295 0199 to arrange for replacement ticketing. Notwithstanding that replacement ticketing may be provided as above, the SAJC holds no responsibility for lost or stolen ticketing.
- 3.4 Bookings of less than 10 may be required to share a table. No guarantees are given with regards to table location in the room.
- 3.5 The following conditions are both of sales (including any resale or subsequent assignment) and conditions of attendance at the event:
  - 3.5.1 No refund or exchange on any ticket except as required by law and as otherwise specified by the seller. If a refund is made, the SAJC may, to the extent permitted by law, retain any fee it has charged.
  - 3.5.2 The right is reserved to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices,

- 3.5.3 It may be a condition of entry to individual events that a search of person and/or their possessions will be required at the time of the entry to the venue.
- 3.5.4 Entry may be refused if tickets are damaged or defaced in any way or are not purchased from the SAJC or other authorised points of sale.
- 3.5.5 Tickets may not, without the prior written consent of the SAJC and the seller, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.
- 3.5.6 You must allow adequate time for collection or delivery of tickets. Methods of collection and/or delivery will be available when choosing your collection/delivery details. Postage of tickets will be charged accordingly.
- 3.5.7 GST will apply to all goods and services supplied through this site. Prices in this site include GST where applicable.
- 3.5.8 Where concessions are applicable, suitable and valid identification must be provided for collection of tickets at the venue.

Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

## 4. Delivery/Pick Up of Goods

- 4.1 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.
- 4.2 All goods may only be delivered to the Venue upon written confirmation from the SAJC. Goods are to be clearly labeled with function name and date of function.
- 4.3 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.

## 5. Labour Charges

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

## 6. Damage / Loss

- 6.1 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 unless caused by the negligence of SAJC.
- 6.2 The SAJC does not accept responsibility for any damage to or loss of any vehicle whilst parked on the property.

## 7. Conduct / Responsible Service of Alcohol

- 7.1 The SAJC reserves the right to expel or eject from the Venue any person attending a function who behaves in an objectionable manner.
- 7.2 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.
- 7.3 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.

7.4. Consumption of alcohol by staff or other service providers (including entertainers) of the Hirer is strictly prohibited. SAJC enforces a strict zero tolerance regarding this policy. It is the Hirer's responsibility to ensure that any staff, entertainers or other service providers are given prior notice of this policy and do not consume alcohol at the Venue before or during the performance of their services.

## 8. Security

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

## 9. 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.

## 10. 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.

## 11. Radio Equipment / Care of Venue

11.1. 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.

11.2. 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 unauthorized actions.

## 12. Indemnity and Insurance

12.1. 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 the negligent act or omission of the Hirer, its personnel or its invited guests at 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 arising out of or in connection with any negligent act or omission of the Hirer, its personnel or its invited guests. Therefore it is necessary for Hirer to arrange its own insurance cover for property damage and public liability.

12.2. 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.

## 13. 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.

## 14. 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.

## 15. Occupational Health, Safety and Welfare

The SAJC requires Hirers, 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.

## 16. 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.

## 17. Variation

The SAJC may vary these Terms and Conditions at any time. Any variations become effective on posting. By making a purchase through this Site after the terms and conditions have been varied, you agree to be bound by the variation.

## 18. 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.

## 19. General Conditions of Entry

19.1. It is a condition of entry that Prohibited Goods are not brought on or in to the Venue. The following items are Prohibited Goods:

- 19.1.1. Alcoholic beverages, soft-drinks, catering for more than seven people;
- 19.1.2. Glassware;
- 19.1.3. Sporting goods such as footballs or tennis balls;
- 19.1.4. Flares or other explosive or flammable goods or equipment;
- 19.1.5. Firearms, knives or any other object/item, that in the opinion of the SAJC may be used as a weapon;
- 19.1.6. Laser pointers or any other device that in the opinion of the SAJC may interfere with horses;
- 19.1.7. Barbecues, picnic tables, beach/market umbrellas, mobile structures and tents;
- 19.1.8. Animals other than Assistance Dogs;
- 19.1.9. Flags, banners and placards; or
- 19.1.10. Any item or attire that may be considered offensive by the SAJC or its representatives or agents.

19.2. The SAJC has the right to conduct metal detector searches for any of the Prohibited Goods. The SAJC reserves the right to, and will, prevent any of the Prohibited Goods being brought in or on to the Venue. The SAJC reserves the right to, and will, refuse entry to the Venue to any person found to be in possession of any of the Prohibited Goods.

19.3. Patrons refusing to be searched by the SAJC or its representatives or agents or who are in possession of Prohibited Goods will be **refused entry and/or expelled from the Venue.**

- 19.4. The Club reserves the right to refuse entry to and remove from the Venue any person that:
- 19.4.1. Behaves in a provocative, disorderly, insulting, offensive, objectionable or unsafe manner;
  - 19.4.2. Engages or participates in any conduct, protest or demonstration that may disturb or offend others or which may disrupt or hinder proceedings;
  - 19.4.3. Enters the course proper, parade rings, stables or area for the movement of horses without authorisation; and/or
  - 19.4.4. Fails to immediately follow the direction of any SAJC representative, agent, official, steward or any other person giving directions for or on behalf of the SAJC.
- 19.5. A person may only take images of activities at the Venue for personal use and must not make available any images for commercial exploitation, sale or distribution by any person unless accredited by Thoroughbred Racing SA. Where the SAJC or its representatives, agents or employees reasonably suspect that images are being taken for non-personal use, the person taking the images will be immediately removed from the Venue at the direction of the SAJC or its representatives, agents or employees.
- 19.6. No outside caterers may supply food and/or beverages at the Venue, unless they are an approved sub-contractor of the SAJC. Patrons are welcome to bring their own picnic lunch. Groups of more than seven people are not permitted to bring food on-course to self-cater for health, safety and hygiene reasons, unless previously agreed in writing with the SAJC. Due to Liquor Licensing and sponsorship requirements, no alcohol and soft drink whatsoever may be brought on or in to the Venue.
- 19.7. A person found breaching the Conditions of Entry is not entitled to a refund of any money paid for admission to the Venue. These measures are in the interest of patron safety and enjoyment, and the co-operation of the public in assisting with these measures is greatly appreciated.
- 20.2.7. Participates in conduct, protest or demonstration that may disturb or offend others or may disrupt or hinder proceedings;
- 20.2.8. Is dressed in a manner considered to be inappropriate or is not in keeping with published dress standards;
- 20.2.9. Enters the track or any area for the movement of horses without authorisation; and/or
- 20.2.10. Fails to immediately follow the direction of any SAJC representative, agent, official, steward or any other person giving directions for or on behalf of the SAJC.
- 20.3. A person found breaching the Conditions of Entry is not entitled to a refund of any money paid for admission to the Venue or marquee/function area. These measures are in the interest of patron safety and enjoyment, and the co-operation of the public in assisting with these measures is greatly appreciated

## **20. Marquee and Function Guests - Conditions of Entry**

- 20.1. Entry to these areas is strictly for persons 18 years of age or over and no person under the age of 18 is to be allowed entry into any marquee or function area. The consumption of alcohol at the Venue by anyone under the age of 18 is strictly prohibited.
- 20.2. The Club reserves the right to refuse entry and to remove any person that:
- 20.2.1. Is or appears to be intoxicated;
  - 20.2.2. Is not displaying legitimate ticketing and credentials, if required;
  - 20.2.3. Is in possession of ticketing or credentials that have been tampered with;
  - 20.2.4. Presents staff or officials with false or forged identification;
  - 20.2.5. Removes or attempts to remove alcohol from the function area;
  - 20.2.6. Behaves in a provocative, disorderly, insulting, offensive, objectionable or unsafe manner;

