

## Licensing Scheme Policy

Under the Racing Act 2002 (Qld) (the **Act**), Racing Queensland has a statutory obligation to:

1. licence clubs and venues throughout Queensland; and
2. implement a licensing scheme policy.

To meet the new requirements under the Act, Racing Queensland has proposed changes to the Licensing Scheme Policy with effect from 1 July 2017.

The Licensing Scheme Policy requires clubs and venues to be licensed separately. In that regard, the race track needs a venue licence and the club needs a club licence. Whilst Racing Queensland is asking clubs to provide evidence of the tenure arrangements, this is not a requirement to obtain a licence.

**The following information is provided as a guide only and does not constitute legal advice provided to your club by Racing Queensland or any other person. If you have any questions in relation to the content of this document, you should seek independent legal advice.**

## Evidence of tenure arrangements

Land is generally held in either freehold or leasehold. If land is held in freehold, it means that the landowner owns the land whereas if land is held in leasehold, it means that the land is leased to a person from the Crown.

Racing Queensland will ask clubs to provide the following evidence of their tenure arrangements:

Type of tenure	Evidence of the tenure arrangement
If your club holds the freehold title to its race track.	Provide a copy of the current title search for the land.
If your club operates on a race track that is owned by a third party (e.g. a local council) and has a formal arrangement with the landowner regarding the use of the race track. A formal arrangement is generally a written agreement such as a lease or licence.	Provide a copy of the lease or licence.
If your club operates on a race track that is owned by a third party (e.g. a local council) and has an informal arrangement with the landowner regarding the use of the race track. An informal arrangement is generally a verbal agreement with the landowner that permits the club to hold its scheduled race meetings at the race track.	Racing Queensland recommends that you seek to formalise your club's informal arrangement by entering into a written agreement with the landowner (e.g. a lease or licence).

## Key matters in formal tenure arrangements

If your club has a verbal agreement in respect to the club's use of the race track and wishes to enter into a formal arrangement with the landowner, the club should seek independent legal advice regarding the preparation of a lease or licence.

The following checklist provides an overview of the key matters that are generally included in leases and licences:

No.	Key matter	Has a clause been included? (Yes/No)
1.	The names and contact details of the parties.	
2.	A description of the land and a plan of the leased or licensed area.	
3.	The commencement date and expiry date of the lease or licence.	
4.	The rent to be paid during the term including rent reviews.	
5.	The permitted use for the land.	
6.	The insurance obligations of the parties.	
7.	A right for the tenant to occupy the premises during the term without interference by the landowner.	
8.	A right for the tenant to occupy the premises after the expiry date with the written consent of the landowner as a monthly tenant on the same terms as at the expiry date except that either party may terminate the tenancy by giving the other one month's notice.	
9.	The tenant's obligations in respect to the payment of outgoings (e.g. rates, taxes, water, sewerage, rubbish, electricity, gas).	
10.	The GST obligations of the parties.	
11.	The maintenance obligations of the parties.	
12.	A right for the tenant to make alterations to the premises with the approval of the landowner.	
13.	A list of the tenant's obligations to the landowner.	
14.	A list of the landowner's obligations to the tenant.	
15.	A description of the tenant's "make good" obligations at the end of the lease or licence.	
16.	A right for the tenant to remove its property at the end of the lease or licence.	
17.	The rights of the parties upon a breach of the lease or licence.	
18.	The rights of the parties upon termination of the lease or licence.	
19.	Risk allocation provisions including warranties, indemnities and releases.	
20.	Execution clause – the lease or licence must be signed by both parties.	

Should you have queries about the Licensing Scheme Policy please contact Club Licensing at [clublicensing@racingqueensland.com.au](mailto:clublicensing@racingqueensland.com.au)