

Racing Queensland Club and Venue Licence

General Conditions effective 1 July 2023 ('Effective Date')

1. Grant of Licence

- (a) Subject to the terms and conditions of the Licence, RQ grants the Club this Licence pursuant to the Act and the Licensing Scheme Policy in order to conduct Race Meetings (including Betting Meetings) and other activities as specified in the Licence.
- (b) The Licence will remain in force for the duration of the Licence Period.
- (c) At the end of the Licence Period, unless and until either RQ or the Club gives the other party at least one month's prior written notice of termination, the Licence will be extended on a month-to-month basis.

2. Licensed Activities

2.1 Race Meetings

If the Club is licensed to conduct Race Meetings under the Act, then subject to clause 2.3, the Club must:

- (a) not hold a Race Meeting at a venue or location other than the Licensed Venue(s);
- (b) conduct all Race Meetings and all Races allocated to the Club in the Racing Calendar at the Licensed Venue(s); and
- (c) at no cost to RQ, provide all necessary assistance to RQ in its management of the Racing Calendar as it relates to Race Meetings and Races allocated to the Club.

2.2 Hosted Race Meetings

- (a) Where the Club (referred to as the '**Host Club**' in this clause) owns or controls the Licensed Venue and allows another race club licensed by RQ (referred to as the '**Tenant Club**' in this clause) to conduct a Race Meeting (a '**Hosted Race Meeting**') at the Licensed Venue, then:
 - (i) the Host Club is deemed to not be conducting the Hosted Race Meeting under the Host Club's Licence; and
 - (ii) the Tenant Club is deemed to be conducting the Race Meeting under the Tenant Club's Licence.
- (b) A Club must not enter into any arrangement regarding the conduct of a Hosted Race Meeting that would prevent, interfere or hinder the Club from complying with its licence from RQ.

2.3 Alternative Venues

- (a) If the Club:
 - (i) is unable to hold a Race Meeting at the Licensed Venue; or
 - (ii) for any reason wishes to hold a Race Meeting at a venue other than the Licensed Venue, then the Club may apply to RQ to hold the Race Meeting at another venue (**Alternative Venue**) provided that:
 - (iii) the proposed Alternative Venue complies with the requirements set out in clause 5; and
 - (iv) the Club's application includes the terms and conditions of any lease, licence or other agreement pursuant to which the Club is permitted to use the Alternative Venue.
- (b) If for any reason RQ refuses to approve the Club's application to hold the Race Meeting at an Alternative Venue as contemplated by clause 2.3(a), then:

- (i) the parties will work together to find another Alternative Venue that is acceptable to the Club and RQ; and
 - (ii) if the parties cannot find or agree to another Alternative Venue, RQ may cancel the relevant Race Meeting in accordance with clause 2.5.
- (c) Where the Club's application to hold a Race Meeting at an Alternative Venue as contemplated by clause 2.3(a) is granted, the Alternative Venue at which the Race Meeting is held will be deemed to be a temporary Licensed Venue of the Club for the purposes of that meeting.

2.4 Cancellation, abandonment or postponement of a Race Meeting by the Club

The Club may only cancel, abandon or postpone a Race or Race Meeting or attempt to cancel or abandon a Race or Race Meeting with the approval of RQ and otherwise in accordance with the Rules of Racing.

2.5 Cancellation, abandonment or postponement of a Race Meeting by RQ

- (a) RQ may, acting reasonably, cancel, abandon or postpone a Race or Race Meeting or amend the scheduled date for the Race Meeting in the Racing Calendar, by providing a written notice to the Club setting out the reasons no less than:
- (i) 90 days prior to the date on which the Race Meeting is scheduled to occur (**Scheduled Date**); or
 - (ii) such shorter period prior to the Scheduled Date, if deemed necessary or desirable by RQ (acting reasonably and in good faith in accordance with the Governance Requirements or the Rules of Racing),
- (RQ Cancellation).**
- (b) Prior to any RQ Cancellation, RQ will discuss the proposed cancellation, abandonment, postponement of the Race Meeting or amendment of the Racing Calendar with the Club.

2.6 Alternative Events

- (a) The Club must not conduct, nor approve or enable a third party to conduct, an event referred to in clause 2.6(b) (**Alternative Event**) on any part of the course proper or other racing or training surface at the Licensed Venue, unless the Club:
- (i) has received the prior written consent of RQ; and
 - (ii) complies with all reasonable requirements of RQ or any conditions placed by RQ on the consent, including taking all reasonable steps to ensure the Alternative Event will not have a detrimental impact to any racing or training surface at the Licensed Venue.
- (b) An Alternative Event is any activity or event other than a Race Meeting or related racing or training activity and includes but is not limited to:
- (i) birthday parties, weddings and functions;
 - (ii) carnivals, festivals, displays and shows;
 - (iii) community markets;
 - (iv) exhibitions, competitions and social gatherings; and
 - (v) novelty events (for example, jumping castles).
- (c) The Club must:
- (i) notify RQ at least three (3) months prior to any proposed Alternative Event that it conducts; and
 - (ii) not permit bookmakers to take bets on an Alternative Event that it conducts unless the event has been declared to be a declared sporting contingency under section 141 of the Racing Integrity Act.

2.7 Betting Meetings

The Club must not hold a Betting Meeting at any time during the Licence Period, unless:

- (a) the Club has received the prior written consent of RQ;
- (b) the Club complies with all reasonable requirements of RQ;
- (c) the Betting Meeting is held at a Licensed Venue;
- (d) RQ has included the Betting Meeting in the Racing Calendar; and
- (e) the QRIC is exercising control at the Licensed Venue at the time.

3. Obligations of the Club

3.1 General

The Club must at all times:

- (a) comply with the Rules of Racing, Policies and other Governance Requirements (the Policies as amended and updated from time to time are available for viewing and downloading by the Club on RQ's website located at <https://www.racingqueensland.com.au/about/rules-and-policies/policies>);
- (b) ensure that all Race Meetings and other activities as specified in the Licence are conducted in a safe and proper manner;
- (c) immediately notify RQ if it becomes aware of the occurrence of an event set out in clause 6.2(a);
- (d) ensure it has all resources and facilities necessary to operate the Club, conduct Race Meetings and operate and run the Licensed Venue (and any Alternative Venue) in a safe and professional manner;
- (e) ensure that the Licensed Venue meets the requirements of the Licensed Venue Standards;
- (f) ensure that it has sufficient, suitable and qualified personnel to conduct each Race Meeting, in order to enable the Club to satisfy its obligations under the Licence and the Governance Requirements;
- (g) adopt and implement all policies and procedures (including incident reporting procedures) as are reasonably necessary, to ensure that it complies with all applicable Laws relating to workplace health and safety or public safety and adopt and maintain all safety standards that a reasonably prudent person operating a club, a Race Meeting or a Licensed Venue would adopt (together the **WH&S Requirements**);
- (h) ensure that each Race Meeting is conducted in accordance with, and each Licensed Venue is operated in accordance with the WH&S Requirements;
- (i) notify RQ in writing of any incident, accident or other event occurring at the Licensed Venue which results in personal injury or which otherwise relates to the WH&S Requirements (**Incident**) within the following timeframes:
 - (i) for any of the following Incidents, as soon as the Club becomes aware of the Incident:
 - (A) a 'notifiable incident' under the *Work Health and Safety Act 2011* or the *Electrical Safety Act 2002*; or
 - (B) an Incident which may affect the public interest in an adverse and material way; or
 - (C) an Incident which may jeopardise the conduct of racing by the Club in a material way; and
 - (ii) for all other Incidents, by the 20th day of the month following the month in which the Incident occurs;
- (j) strictly comply with any Control Body Direction or Rectification Plan approved by RQ in regard to the

WH&S Requirements;

- (k) perform its obligations under the Licence in a manner that complies with all applicable Laws;
- (l) cooperate with RQ's representatives, contractors, agents and suppliers;
- (m) ensure that it has all authorisations and approvals required from third parties in order to comply with its obligations under the Licence; and
- (n) maintain the Licensed Venue including the general public facilities, racing and training facilities and infrastructure at the Licensed Venue in accordance with all Governance Requirements.

3.2 Conduct

- (a) The Club shall uphold standards of conduct for its Personnel (including, where appropriate, by implementing and taking steps to enforce a relevant code of conduct) that aim to ensure:
 - (i) the Club's Personnel do not engage in conduct which is prejudicial or likely to be prejudicial to the interests of the Club, RQ or racing; and
 - (ii) the Club's Personnel comply with the Rules of Racing.
- (b) The Club shall take all reasonable steps to ensure that at all times the Club's Personnel do not engage in conduct in regard to their dealings or communications with RQ which is or may reasonably be considered or perceived as being rude, abusive or threatening.
- (c) The Club must notify RQ in writing as soon as practical after it becomes aware of any of its executive officers being convicted of an offence as set out in section 108(3)(b) of the Act, or if an event occurs which may render an executive officer not a fit and proper person to hold a licence under the Licensing Scheme Policy. For the purposes of this clause, "*executive officer*" has the meaning given in the Act.
- (d) Upon receiving a notice of an offence or event referred to under clause 3.2(c), or if RQ otherwise becomes aware of any such occurrence, RQ may take such enforcement or remedial action as it sees fit, including issuing a Control Body Direction under the Act and/or taking action under the Governance Requirements.

3.3 Club Constitution

- (a) The Club must at all times operate in accordance with, and comply with any requirements set out in, its Constitution.
- (b) The Club must provide a copy of its Constitution to RQ upon request.
- (c) The Club must take all reasonable steps to ensure its Constitution is not inconsistent with the Licence, the Act and the Rules of Racing.
- (d) The Club must give RQ reasonable prior written notice of any proposed amendment to its Constitution, and any change must be approved by RQ in writing (acting reasonably) before the change can be implemented by the Club. RQ will consider the proposed amendments promptly and will endeavour to approve the changes within fourteen (14) days after receipt of:
 - (i) the written notice from the Club; or
 - (ii) if applicable, any additional information reasonably requested by RQ to allow it to determine whether the proposed amendments comply with the Governance Requirements and the Rules of Racing.
- (e) The Club must ensure that it has in place any by-laws or regulations as may be reasonably appropriate for the internal management of the Club and must provide RQ with a copy of such by-laws or regulations upon request.

4. Financial Management and Records

4.1 Proper Records

- (a) The Club must keep adequate and accurate accounts and records for each Race Meeting and the operations of the Club, to ensure that such accounts and records are maintained:
 - (i) in accordance with accounting standards and generally accepted accounting principles; and
 - (ii) in sufficient detail to enable RQ to verify the Club's compliance with the Licence,
(Club Records).
- (b) The Club must implement appropriate processes, including as reasonably directed by RQ, to manage the financial affairs of the Club in a responsible and accountable manner, including by imposing suitable reporting and control mechanisms regarding the Club's spending, capital management, funding and cash flows.
- (c) From time to time during the Licence Period, RQ may:
 - (i) issue a notice on the Club to provide to RQ within seven (7) days of such notice, copies of such Club Records as reasonably required by RQ; or
 - (ii) conduct an audit of the Club Records,
to ensure that the obligations of the Club under the Licence are being complied with.
- (d) For the purposes of clause 4.1(c), RQ will have the right to reproduce and retain copies of any Club Records which relate to Race Meetings, the Licensed Venue or the Licence that are reasonably necessary to confirm the Club's compliance with the Licence.
- (e) In addition to the Club Records, the Club must provide RQ with any other information reasonably requested by RQ from time to time, for purposes contemplated by this clause 4.

4.2 Financial Irregularities or other events having a financial impact on Club

- (a) The Club must notify RQ in writing as soon as it becomes aware (or has reasonable grounds to suspect) that one or more of the following events has occurred or is likely to occur:
 - (i) irregularities in, or misappropriation of, the financial management of the Club; or
 - (ii) falsification of information related to the Club's accounts, operations or the Club's eligibility for a Licence;
 - (iii) any litigation against the Club;
 - (iv) the Club suffers an Insolvency Event; and
 - (v) any other event which affects the Club's ability to continue to operate as a going concern.
- (b) Upon RQ receiving a notice of the occurrence of an event under clause 4.2(a) or if RQ otherwise becomes aware of such an event, RQ may take such actions as it considers reasonably necessary to protect the interests of RQ, the Club and Racing, as authorised or required by Law and in accordance with the Governance Requirements.

5. Licensed Venues

5.1 Compliance with Licensed Venue Standards

- (a) If the Licence granted is a Club and Venue Licence, then the Club must comply with the Licensed Venue Standards, and any other provisions in respect of a Licensed Venue set out in the Licence.
- (b) If the Licence granted is a Club Licence only, then the Club must procure that any third party owner or operator of any venue at which a Race Meeting is being conducted by the Club (Operator) complies with the Licensed Venue Standards, and any other provisions in respect of a Licensed Venue set out in the Licence (and any obligations of the Club under the Licence in respect of the

operation and conduct of the Licensed Venue will be read and construed as a reference to the Club procuring that the Operator complies with the same).

5.2 Right to occupy and use the Licensed Venue

- (a) At any time during the Licence Period, RQ may require the Club to provide copies of any lease, licence or other agreement pursuant to which the Club is permitted to occupy or use the Licensed Venue, for RQ's review and approval.
- (b) The Club hereby warrants and covenants with RQ that the Club will at all times, comply with the terms and conditions of any lease, licence or other agreement related to the Club's occupation and use of the Licensed Venue. The Club will immediately notify RQ in writing if it becomes aware of any event which may affect or prejudice the rights of the Club to occupy or use the Licensed Venue.
- (c) The Club will notify RQ of any changes to the lease, licence or other agreement pursuant to which the Club is permitted to occupy or use the Licensed Venue or any approval applied for or obtained to undertake activities at the Licensed Venue.

5.3 Access to Licensed Venue

- (a) At no cost to RQ or the QRIC, the Club must:
 - (i) provide RQ and the QRIC with access at all reasonable times to all reasonable areas of the Licensed Venue; and
 - (ii) make available to the QRIC at the Licensed Venue, appropriate facilities to enable the QRIC to control Race Meetings and perform the QRIC's functions at Race Meetings or related racing integrity matters under the Racing Integrity Act.
- (b) The Club may negotiate its own commercial arrangements with the QRIC for the access to or use of any of its facilities outside the scope of this clause 5.3.

5.4 Supply of Coverage

- (a) The Club must not do anything that would prevent the RQ, the QRIC, the Racing Appeals Panel or any other person approved by RQ from obtaining access to the supply of the Coverage.
- (b) The Club must ensure that any Coverage required by RQ, the QRIC and/or the Racing Appeals Panel is provided to them at the times, quality and location requested, and that any costs of obtaining such Coverage are to be borne by the Club unless otherwise agreed in writing by RQ.

6. Disciplinary or Remedial Action

6.1 Disciplinary Action under the Act

- (a) Pursuant to section 115(1) of the Act, RQ may suspend or cancel the Club's Licence if:
 - (i) the Club is not complying, or has not complied, with a Control Body Direction issued by RQ; or
 - (ii) a ground that another provision of the Act states is a ground for suspending or cancelling the Club's Licence exists; or
 - (iii) for a non-proprietary club, the Club contravenes section 128 or 129 of the Act,by following the process set out in Chapter 3, Part 4 of the Act including, without limitation (and subject to subclause (b)), by giving the Club a show cause notice and an opportunity to make written representations about the show cause notice during the show cause period.
- (b) Pursuant to section 118 of the Act, RQ may suspend the Licence immediately if RQ believes that:
 - (i) grounds exists to suspend or cancel the licence; and

- (ii) the circumstances are so extraordinary that it is imperative to suspend the Licence immediately, subject to RQ giving the club an information notice together with a show cause notice,

and, in such instances, the suspension shall be effective immediately the notice is given to the club and shall continue to operate until the show cause notice is finally dealt with.

6.2 Disciplinary Action under the Licensing Scheme Policy

- (a) In addition to and without limiting the rights of RQ under the Act, RQ may, pursuant to the Licensing Scheme Policy, take Disciplinary Action against the Club, upon the occurrence of one or more of the following events:
 - (i) the Club has committed a breach of or non-compliance with the Rules of Racing or the Governance Requirements;
 - (ii) the Club fails to comply with a Control Body Direction;
 - (iii) in the reasonable opinion of RQ, the Club is no longer financially viable or able to continue to operate as a going concern;
 - (iv) the Club suffers an Insolvency Event;
 - (v) the Club is in default in respect of the payment of any money payable to RQ;
 - (vi) the Club commits a breach of the Licence which is not capable of remedy;
 - (vii) the Club commits a breach of the Licence and that breach has not been remedied to the reasonable satisfaction of RQ within fourteen (14) days of receipt of written notification from RQ requesting rectification of that breach; or
 - (viii) the Club commits persistent breaches of the Licence.
- (b) The Club must notify RQ in writing as soon as it becomes aware (or has reasonable grounds to suspect) that one or more of the events set out in clauses 6.1(a) or 6.2(a) has occurred or is likely to occur.

6.3 Rectification Plan

Without limiting any of RQ's other rights under the Act or the Licensing Scheme Policy, upon the occurrence of one or more of the events set out in clauses 6.1(a) or 6.2(a), RQ may require that:

- (a) the Club submit to RQ for approval, within fourteen (14) days (or such shorter time period nominated by RQ, acting reasonably), a written plan detailing how the circumstances giving rise to the ground for Disciplinary Action will be remedied (**Rectification Plan**); and
- (b) the Club must promptly and at the Club's cost implement any Rectification Plan approved by RQ.

7. Special Conditions

In addition to these General Conditions, RQ may impose on the Club, additional Special Conditions which form part of the Licence and shall:

- (a) be expressly stated on the Licence certificate;
- (b) bind the Club, and
- (c) if inconsistent with these General Conditions or any other provisions of the Licence, shall prevail, but only to the extent of the inconsistency.

8. Priority of the Racing Act

Nothing in the Licence will be taken to limit, fetter, restrict or vary the rights, powers and obligations of RQ or the Club under the Act and in the event of any inconsistency, the Act shall prevail, but only to the extent

of any inconsistency.

9. Definitions and Interpretation

9.1 Definitions

The following definitions apply unless the context requires otherwise:

Act means the *Racing Act 2002 (Qld)* and the Regulations made pursuant to the Act.

Alternative Event has the meaning given in clause 2.5.

Betting Meeting means a meeting held by the Club at a Licensed Venue at which betting is carried on, but no Race is held.

Business Day means any day other than a Saturday, Sunday or public holiday in Brisbane, in the State of Queensland.

Club means the club named in the Licence.

Club and Venue Licence means a licence granted by RQ to a race club pursuant to which the relevant club is granted the right to:

- (a) conduct Race Meetings; and
- (b) operate a Licensed Venue.

Club Licence means a licence granted by RQ to a race club pursuant to which the relevant club is solely granted the right to conduct Race Meetings.

Constitution means the rules or constitution of the Club as recognised under the *Associations Incorporation Act (Qld)* or the Corporations Act.

Control Body Direction has the meaning given to control body direction under the Act.

Corporations Act means the *Corporations Act 2001 (Cth)*.

Coverage means any representation or record (including audio, visual including still images and audio-visual) of Races, Race Meetings and Race related events, or part of any Race, Race Meeting or Race related event, conducted by the Club (including coverage of interviews and activities relating to Races and Race Meetings) in any form and any medium, whether known, used or devised now or in the future.

Disciplinary Action has the meaning given under Schedule 1 of the Act.

Governance Requirements means:

- (a) the Act and all other applicable Laws; and
- (b) any Policies of RQ as amended from time to time.

Insolvency Event means, in relation to a party, the occurrence of one or more of the following:

- (a) the party stops or suspends or threatens to stop or suspend payment for all or a class of its debts;
- (b) that party is insolvent within the meaning of the Corporations Act or any other applicable Law;
- (c) a court is required by reason of the Corporations Act or any other applicable Law to presume that the party is insolvent;
- (d) that party fails to comply with a statutory demand of the Corporations Act or any other applicable Law;
- (e) an administrator is appointed over all or any of that party's assets or undertaking or any step preliminary to the appointment of an administrator is taken;
- (f) a controller within the meaning of the Corporations Act or similar officer is appointed to all or any of that party's assets or undertaking; or

- (g) an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps taken (other than frivolous or vexatious applications, proceedings, notices or steps) for its winding up or dissolution or for that party to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them.

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a government agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a government agency that have the force of law.

Licence comprises:

- (a) the licence granted by RQ to the Club pursuant to the Act and the Licensing Scheme Policy;
- (b) these General Conditions; and
- (c) any Special Conditions.

Licence Period means the period specified in the Licence (and, if the Licence Period is extended in accordance with clause 1(c), includes that extended period).

Licensing Scheme Policy means the policy of the same name published by RQ, as amended or replaced from time to time.

Licensed Venue means:

- (a) if the Licence is a Club and Venue Licence, for one or more racing venues, the areas or venue/s set out in the Licence, including all the general public facilities, racing and training facilities located at the venue/s; or
- (b) if the Licence is a Club Licence only, the areas or venues specified in the Licence at which the Club is licensed to hold any Race Meetings which it is scheduled to conduct under the Licence, including all the general public facilities, racing and training facilities located at the venue/s.

Licensed Venue Standards means the standards required of a Licensed Venue to stage and conduct a Race Meeting as reasonably required by RQ from time to time as contemplated by the Licence, during the Licence Period.

Personnel means any of the Club's directors, officers, employees, staff, officials, volunteers, agents, consultants, service providers, specialists and other persons concerned or taking part in the operation of the Club or any Race Meeting.

Policies means any policies under s.102 of the Act adopted by RQ from time to time (as referred to and accessible from <https://www.racingqueensland.com.au/about/rules-and-policies/policies>).

QRIC means the Queensland Racing Integrity Commission, and, where relevant, includes its stewards, employees, contractors and any other person authorised by the QRIC.

Race has the meaning given to "race" in the Act.

Race Meeting has the meaning given to "race meeting" in the Act.

Racing means any one or more of thoroughbred, greyhound and harness racing.

Racing Appeals Panel means the independent panel constituted under the Racing Integrity Act to review certain decisions of the QRIC stewards in regard to Race Meetings.

Racing Calendar has the meaning given to "racing calendar" in the Act.

Racing Integrity Act means the *Racing Integrity Act 2016 (Qld)* and the Regulations made pursuant to the

Racing Integrity Act.

Rectification Plan has the meaning given in clause 6.3.

RQ means the Racing Queensland Board trading as Racing Queensland (ABN 80 730 390 733).

Rules of Racing means the rules of racing made under the Act and applicable to the Club's code of racing.

Special Conditions means the conditions, if any, set out in the Licence.

9.2 Interpretation

In the Licence, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of the Licence;
- (d) a reference to a thing includes a reference to a part of that thing;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (g) the word "month" means calendar month;
- (h) if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day;
- (i) a reference to any statute, proclamation, rule, regulation or ordinance includes any amendments, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it;
- (j) a reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, rule, regulation or ordinance means a reference to the equivalent section of the statute, proclamation, rule, regulation or ordinance which is for the time being in force;
- (k) money amounts are stated in Australian currency unless otherwise specified; and
- (l) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body.