

## General Conditions

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### 1. Grant of Licence

- (a) Subject to the terms and conditions of the Licence, RQ grants the Club the Licence pursuant to the Act and the Licensing Scheme Policy in order to conduct Race Meetings (including Betting Meetings) and, if applicable, training activities at the Licensed Venue.
- (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

The Club must:

- (a) not hold a Race Meeting at a Venue or location other than the Licensed Venue;
- (b) conduct all Race Meetings allocated to the Club in the Racing Calendar at the Licensed Venue; 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 allocated to the Club.

#### 2.2 Hosted Race Meetings

- (a) Where the Club (referred to as the '**Host Club**' in this condition) owns or controls the Licensed Venue and allows another race club licensed by RQ (referred to as the '**Tenant Club**' in this condition) 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 that has been licensed by RQ for the same Code of Racing (**Alternative Venue**).
- (b) The Club's application must include the terms and conditions of any lease, licence or other written agreement pursuant to which the Club is permitted to use the Alternative Venue.
- (c) If for any reason RQ refuses to approve the Club's application to hold the Race Meeting at an Alternative Venue as contemplated by condition 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 condition 2.5.

- (d) Where the Club's application to hold a Race Meeting at an Alternative Venue as contemplated by condition 2.3(a) is granted, or the parties find another Alternative Venue that is acceptable to the Club and RQ, RQ will amend the Racing Calendar to reflect that the Club is holding the Race Meeting at the Alternative Venue (and the Alternative Venue 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 Meeting or attempt to cancel or abandon a Race or Race Meeting with the approval of RQ and otherwise in accordance with the Governance Requirements.

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

- (a) RQ may, acting reasonably, cancel, abandon or postpone a 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), (**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.
- (c) Other than as set out in the Club Operational Funding Policy, if an RQ Cancellation occurs RQ is not liable to the Club for any liability, claim, cost or expense it may suffer or incur as a result of the RQ Cancellation.

## **2.6 Alternative Events**

- (a) The Club must not conduct, nor approve or enable a third party to conduct, an event or activity other than a Race Meeting or related racing or training activity on any part of the course proper or other racing or training surface at the Licensed Venue (**Alternative Event**), unless the Club:
  - (i) has received the prior written approval 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) The Club must:
  - (i) notify RQ at least three (3) months prior to any Alternative Event that it or any third party proposes to conduct; and
  - (ii) take all reasonable steps to ensure that bookmakers do not take bets on an Alternative Event that it or any third party 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 Obligations**

The Club must at all times:

- (a) comply with the Rules of Racing, Policies and other Governance Requirements (including but not limited to all Laws relating to racing, wagering, animal welfare, liquor licensing and workplace health and safety);
- (b) ensure that all Race Meetings and other activities carried out under the Licence are conducted in a safe and proper manner;
- (c) 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;
- (d) ensure that it has sufficient, suitable and qualified Personnel to conduct Race Meetings, and to otherwise satisfy its obligations under the Licence and the Governance Requirements;
- (e) cooperate with RQ's representatives, contractors, agents and suppliers; and
- (f) ensure that it has all authorisations and approvals required from third parties in order to comply with its obligations under the Licence.

#### **3.2 Conduct**

- (a) The Club must ensure that its directors, officers, employees, staff and officials:
  - (i) do not engage in conduct which is prejudicial or likely to be prejudicial to the interests of the Club, RQ or racing;
  - (ii) comply with the Governance Requirements; and
  - (iii) 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.
- (b) The Club must notify RQ in writing as soon as practical after it becomes aware of:
  - (i) any of its directors, officers, employees, staff or officials conducting themselves in a manner that would be inconsistent with condition 3.2(a);
  - (ii) any of its Executive Officers being charged with or convicted of an offence as set out in section 108(3)(b) of the Act; or
  - (iii) an event occurring which may render an Executive Officer not a fit and proper person under the Licensing Scheme Policy.
- (c) Upon receiving a notice of the occurrence of an event referred to under condition 3.2(b), 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 or the Governance Requirements.
- (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.
- (e) Unless otherwise agreed with RQ in writing, the Club must ensure that it has in place by-laws and regulations as may be reasonably appropriate for the internal management of the Club, including but not limited to:
  - (i) a code of conduct for directors, committee members, officers and members; and
  - (ii) a process for the disclosure and management of conflicts of interest by directors, committee members and other officers,
 and must take all reasonable steps to enforce such by-laws and regulations.

### 3.4 Safety and Incident Notifications

The Club must:

- (a) adopt and implement all policies and procedures as are reasonably necessary, to ensure that it complies with all Governance Requirements relating to workplace health and safety and public safety including, without limitation, by procuring adequate safety, security, crowd control, traffic management and emergency procedures and ensuring these are in place at Race Meetings (the **Safety Requirements**);
- (b) ensure that each Race Meeting is conducted in accordance with, and that the Club and each Licensed Venue is operated in accordance with, the Safety Requirements;
- (c) notify RQ in writing of any incident, accident or other event occurring at the Licensed Venue which results in personal injury or which exposes someone to a serious health and safety threat (**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
    - (B) a 'serious electrical incident' or 'dangerous electrical incident' under the *Electrical Safety Act 2002*; or
    - (C) an Incident which may affect the public interest in an adverse and material way; or
    - (D) an Incident which may jeopardise the conduct of racing by the Club in a material way; and
  - (ii) for all other Incidents, within forty-eight (48) hours of the Club becoming aware of the Incident.

### 3.5 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) 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.
- (c) For the purposes of condition 3.5(b), 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.

- (d) 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 condition 3.5.

### **3.6 Financial Management**

- (a) 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.
- (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 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.
- (c) Upon RQ receiving a notice of the occurrence or likely occurrence of an event under condition 3.6(b) or if RQ otherwise becomes aware of (or has reasonable grounds to suspect) the occurrence or likely occurrence 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.

### **3.7 Maintenance Of Licensed Venue**

- (a) Without limiting any other provision of the Licence, the Club must ensure the Licensed Venue is maintained in accordance with the Standard Required Of Licensed Venues Policy, and any other provisions in respect of a Licensed Venue set out in the Licence.
- (b) The obligation in condition 3.7(a) includes, if a third party has management or control of the Licensed Venue at any time during the Licence Period, then the Club must procure that the third party maintains the Licensed Venue in accordance with the Standard Required of Licensed Venues Policy, and any other provisions in respect of a Licensed Venue set out in the Licence.

### **3.8 Right to 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 written 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 written agreement related to the Club's 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 written agreement pursuant to which the Club is permitted to use the Licensed Venue or any approval applied for or obtained to undertake activities at the Licensed Venue.

### **3.9 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 condition 3.9.

### **3.10 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.

## **4. Breach of Licence**

### **4.1 RQ Powers under the Governance Requirements**

RQ may suspend, cancel or otherwise deal with the Licence in accordance with its powers under the Governance Requirements.

### **4.2 Notice to Remedy Breach**

- (a) Without limiting any of RQ's rights under the Governance Requirements, if, in the reasonable opinion of RQ:
  - (i) the Club is in breach of any of its obligations under the Licence; and
  - (ii) the breach is capable of being remedied to RQ's satisfaction,
 then RQ may give a written notice to the Club detailing the breach and requiring the Club to remedy it to RQ's satisfaction within a period of not less than fourteen (14) days from the date the notice is given (or such other period as may be nominated by RQ, acting reasonably) (**Notice to Remedy Breach**).
- (b) A failure by the Club to remedy a breach of the Licence in accordance with a Notice to Remedy Breach given by RQ under condition 4.2(a) will be considered a ground for Disciplinary Action under the Licensing Scheme Policy.

## **5. Special Conditions**

- (a) Any Special Conditions stated in the Licence Certificate:
  - (i) form part of the Licence;
  - (ii) bind the Club in the ordinary course; and
  - (iii) if inconsistent with any other provisions of the Licence, prevail to the extent of the inconsistency.
- (b) Without limiting any of RQ's rights under the Governance Requirements, the Special Conditions may be amended from time to time by written agreement between RQ and the Club, or if required by Law.

## **6. General**

### **6.1 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.

## 6.2 Governing Law

The Licence will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

## 6.3 Waiver

Any failure of RQ to enforce a condition or obligation under the Licence or the granting of any time or indulgence will not be construed as a waiver of the right of RQ at a later time to enforce the condition or obligation.

## 6.4 Severability

If a condition of the Licence is found to be unlawful, void or unenforceable, and cannot be read down it will be deemed to be deleted and the remaining conditions will continue to have their full force and effect.

# 7. Definitions and Interpretation

## 7.1 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 condition 2.6.

**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.

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

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

**Governance Requirements** means:

- (a) the Act and all other applicable Laws; and
- (b) any Policies of RQ as amended from time to time; and
- (c) the Rules of Racing 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** means the licence granted by RQ to the Club pursuant to the Act and the Licensing Scheme Policy and includes, for the avoidance of doubt:

- (a) the Licence Certificate (including any Special Conditions); and
- (b) these General Conditions.

**Licence Certificate** means the table set out at page 1 of the Licence which includes certain information about the Club and the Licence as specified in section 8.4 of the Licensing Scheme Policy.

**Licence Period** means the period specified in the Licence Certificate (and, if the Licence Period is extended in accordance with condition 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 the Venue specified in the Licence Certificate, at which the Club is licensed to conduct Race Meetings and, if applicable, training activities, and includes:

- (a) all general public facilities, racing and training facilities located at the Venue; and
- (b) any Alternative Venue approved by RQ in accordance with condition 2.3 (for the purposes of a relevant Race Meeting).

**Notice to Remedy Breach** has the meaning given in condition 4.2(a).

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

**Policies** means any policies under s.102 of the Act made 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 Meeting** has the meaning given to it in the Act and includes, where the context permits, any Races forming part of a Race Meeting.

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

**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 Certificate.

## **7.2 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) any capitalised terms which are not defined in condition 7.1 have the same meaning as in the Act;
- (e) a reference to a thing includes a reference to a part of that thing;
- (f) a reference to a document includes the document as modified from time to time and any document replacing it;
- (g) the word "person" includes a natural person and anybody or entity whether incorporated or not;
- (h) the word "month" means calendar month;
- (i) 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;
- (j) 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;
- (k) a reference to a specified section, condition, 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; 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.