# **GLOUCESTER PARK HARNESS RACING**

# FUNCTION TERMS AND CONDITIONS

## 1. Deposit

Payment of a deposit is required to confirm a booking. Upon booking, Gloucester Park Harness Racing will issue a quote which is valid for seven (7) days from issue. Once written acceptance of the quote is received by Gloucester Park Harness Racing, an invoice for the deposit will be issued. The deposit will constitute 20% of the total estimated charges. This deposit is payable within seven (7) days from the invoice date. Until the deposit has been received, a booking will be considered unconfirmed. Gloucester Park Harness Racing reserve the right to cancel any unconfirmed booking without notice and reallocate the date and venue to other enquiries.

## 2. Confirmed Booking

A booking is only confirmed upon receipt of the deposit. Payment of your deposit also constitutes acceptance of these function terms and conditions.

## 3. Full payment

Full payment is required seven (7) days prior to your function. An invoice will be issued fourteen (14) days prior to your function and will be required to be paid within seven (7) days.

## 4. Payment methods

Payment via Electronic Funds Transfer (EFT) is our preference, however payment via cash, or credit card can be arranged. Payments via cheque, American Express or Diners Club will not be accepted.

## 5. Final Numbers

Guaranteed minimum numbers must be advised fourteen (14) days before function date. There will be no reduction in numbers after this time. Final numbers must be given seven (7) days prior to the function date. Acceptance of extra numbers is dependent on availability of space, and is up to the discretion of Gloucester Park Harness Racing. Payment for any additional numbers will be invoiced seven (7) days prior to the function date and must be paid by the next business day.

## 6. Cancellation and Change of Dates

In the event of a cancellation Gloucester Park Harness Racing must be notified in writing; verbal cancellations will not be accepted. All deposits are non-refundable.

Cancellation of a confirmed booking up to fourteen (14) days prior to the function date, will result in the forfeiting of the deposit paid for the function.

Cancellation of a confirmed booking less than fourteen (14) days prior to the function date, will incur a charge of 100% the invoiced amount of the function.

Where possible Gloucester Park Harness Racing will endeavour to work with the client to reschedule the function to a suitable replacement date. Where a function is rescheduled but is subsequently cancelled at any time prior to the replacement date 100% of the invoice amount will be charged.

## 7. COVID-19 lockdowns and restrictions

In the event that the Government imposes a lockdown due to COVID-19 and the function cannot be held on

the confirmed booking date, Gloucester Park Harness Racing will work with the client to find a suitable replacement date. Where a replacement date for the function is not possible Gloucester Park Harness Racing will offer a full refund.

In cases where Government restrictions / conditions are imposed due to COVID-19 that do not constitute a lockdown, including, but not limited to, restrictions to the capacity of our site or functions rooms, regulations involving eating and drinking (such as being seated) or mask wearing requirements, and Gloucester Park Harness Racing is still able to accommodate the function no refunds will be offered.

If you no longer wish to attend an event due to concerns about COVID-19 or Government restrictions / conditions that may imposed, our standard refund policy as per paragraph 6. Cancellation and Change of Dates applies.

If you are no longer able to attend due to a Government requirement to quarantine or self-isolate, our standard refund policy as per paragraph 6 apply.

## 8. Cancellations due to events beyond Gloucester Park Harness Racing's Control

In the event that a function is booked on a race night and all races are cancelled due to circumstances beyond Gloucester Park Harness Racing's control, such as power failure, lightning or extreme weather, where possible Gloucester Park Harness Racing will endeavour to work with the client to reschedule the function to a suitable replacement date. Where a suitable replacement date for the function is not possible Gloucester Park Harness Racing will offer a full refund less any charges for food, beverages or other items already consumed.

In the event that a function is booked on a race night and some races are cancelled due to circumstances beyond Gloucester Park Harness Racing's control, such as power failure, lightning or extreme weather, where possible Gloucester Park Harness Racing will endeavour to work with the client to reschedule the function to a suitable replacement date and provide a credit voucher for any food, beverages, other items or portion of venue hire not already consumed or used. Where a suitable replacement date for the function is not possible Gloucester Park Harness Racing will offer a full refund less any charges for food, beverages or other items already consumed and any portion of venue hire applicable.

In the event that a function is booked on a non-race night and due to circumstances beyond Gloucester Park Harness Racing's control, such as power failure, lightning or extreme weather, where possible Gloucester Park Harness Racing will endeavour to work with the client to reschedule the function to a suitable replacement date. Where a suitable replacement date for the function is not possible Gloucester Park Harness Racing will offer a full refund less any charges for food, beverages or other items already consumed.

## 9. BYO

No food or beverages of any kind will be permitted to be brought in for consumption at the function by the organiser or guests. Celebration cakes are permitted on site only if a signed waiver is returned to Gloucester Park Harness Racing in advance. Should a celebration cake be required please contact Gloucester Park Harness Racing, a cakeage fee of \$4.40 (incl GST) per person applies. The signed waiver must be returned as soon as possible, and must be received by Gloucester Park Harness Racing prior to the function otherwise a celebration cake will not be permitted.

## 10. Cleaning

General cleaning is included in the cost of the function. Should Gloucester Park Harness Racing determine that additional cleaning is required during or after the function the client will be invoiced for any additional cleaning costs incurred. These additional cleaning costs will be required to be paid within seven (7) days of invoice date.

## 11. Damages

The cost of rectifying any damage caused to the function space, function equipment, surrounding grounds or

any other property controlled or owned by Gloucester Park Harness Racing by the any of the persons attending or associated with the function will be invoiced to the client. The determination of the cause of the damage and the cost of the damage will be made by Gloucester Park Harness Racing. Any amount invoiced for damages will be required to be paid within seven (7) days of invoice date.

Gloucester Park Harness Racing does not accept responsibility for damage or loss of any goods before, during or after any function.

## 12. Responsible Service of Alcohol

The venue operates under the principles of the Responsible Service of Alcohol. Staff are instructed not to serve any alcoholic beverages to guests under the age of eighteen (18) years of age, or guests in a state of intoxication. Gloucester Park Harness Racing reserves the right to exclude persons, without liability, from an event.

## 13. Food and Beverage

At least fourteen (14) days prior to the function, Gloucester Park Harness Racing require confirmation of final arrangements of menus and beverage requirements. If no selections are made, Gloucester Park Harness Racing reserves the right to select final menu and beverage requirements on the client's behalf.

## 14. Dietary Requirements

Please advise Gloucester Park Harness Racing of any vegetarian or dietary needs for function guests. Whilst Gloucester Park Harness Racing will make every effort to comply with guests requests and take utmost care to avoid cross contamination, Gloucester Park Harness Racing will, to the extent permitted by law, not be held responsible for an adverse reaction to our food by any guest. Gloucester Park Harness Racing insists that all clients with food allergies carry appropriate medical aids should an allergic reaction occur.

## 15. Venue hire

Venue hire charges apply to all our private function rooms. Included in the venue hire is the cost of staffing, room set up, linen tablecloths & serviettes and service equipment.

## 16. Decorations and gifts

All decorations must be pre-approved my Gloucester Park Harness Racing. No balloons or floating decorations are permitted on site during race meetings. Any liquor gifted to a patron must not be consumed on the premises. Gifts of liquor must be given to a member of staff to be stored securely until departure. Failure to do so may result in liquor being confiscated.

## 17. Delivery & Pick Up

Gloucester Park Harness Racing does not accept any responsibility for damage or loss of any goods left on site prior to or after a function. Delivery and pick up of function decorations and equipment must be pre-approved by Gloucester Park Harness Racing. No delivery or pick up of any items is permitted after 2pm on Tuesdays, Fridays or any other race day.

## 18. Security

Certain functions may require security personnel to be in attendance. Gloucester Park Harness Racing reserves the right to apply this condition as they see fit. The cost of security personnel will be the responsibility of the client.

## 19. Parking

There is no parking available for patrons on Friday race nights.

#### 20. Public Holiday Surcharge

Functions held on a public holiday will incur a 15% surcharge on top of the total cost of the function.

#### 21. Racebooks

All function bookings include one (1) Racebook for every two (2) guests, additional Racebooks can be purchased if required.

## 22. Gifts cards / Vouchers / Entertainment cards

Gift cards, vouchers and entertainment cards are not redeemable on Fireworks nights.

## 23. Function Hire Surcharge

Room hire charges on Fireworks nights are subject to a 10% surcharge.

#### 24. Agreement to terms and conditions

Payment of a deposit confirms agreement to be bound by Gloucester Park Harness Racing's Terms & Conditions.