

Terms and Conditions

Conditions of Use for On-Site Transport



1. DEFINITIONS

Accreditation refers to one of the following permits granted by VRC in respect of the Course to an Operator:

- (a) Service Vehicle permit;
- (b) Restricted Race Day Access permit;
- (c) Non Race Day Access permit; or
- (d) Transit Pass permit,

or any other Operator accreditation VRC requires from time to time.

Course means Flemington Racecourse, Epsom Road, Flemington.

Course Conditions means the Ticketing and Conditions of Entry for Flemington Racecourse as amended from time to time and posted at entrances to the Course, available from VRC's website at www.flemington.com.au/terms-conditions or available from VRC on request.

Conditions of Use means these Conditions of Use for On-Site Transport, as amended from time to time.

Event means any particular event or series of events on a day, comprising horse racing and/or other sporting or entertainment activities, conducted at the Course by, or under authorisation from VRC.

Flemington Operations Manager means the manager of the Course and any person or persons who is responsible for administration of the Conditions of Use.

Flemington Racecourse Operations Office means the office located on Flemington Drive before the Nursery Car Park.

Help Desk means the help desk office located at the Course which can be contacted on (03) 9371 7194 or extension 91.

Melbourne Cup Carnival refers to the Events held by VRC during the period which includes the first Tuesday in November and runs from the preceding Saturday to the following Saturday, including such Events as they may be rescheduled.

Melbourne Cup Carnival lock down period means the period commencing on the Monday prior to Derby Day during the Melbourne Cup Carnival and ending on the Wednesday following the last Saturday of the Melbourne Cup Carnival (being Stakes Day), inclusive.

Non Race Day Access Vehicle means any Vehicle accredited as a Non Race Day Access Vehicle pursuant to these Conditions of Use.

Operator means a person granted approval to bring onto and use a Vehicle at the Course for the purpose of transportation on approved areas of the Course.

Person includes any individual person any company, partnership, trust and any other form of organisation, incorporated or unincorporated.

Race Day includes any day on which a race meeting is held at the Course.

Restricted Race Day Access Vehicle means any Vehicle accredited as a Restricted Race Day Access Vehicle pursuant to these Conditions of Use.

Service Vehicle means any Vehicle accredited as a Service Vehicle pursuant to these Conditions of Use.

Transit Pass means a temporary vehicle pass given to Vehicles who need to make deliveries or access the Course for short periods of time during the Melbourne Cup Carnival lockdown period.

Vehicle means any motor vehicle, golf cart, motorcycle, motor scooter or bicycle.

VRC means Victoria Racing Club Limited ACN 119 214 078.

2. GENERAL

VRC requires all Persons who wish to use, or have their employees use, a Vehicle on the Course for the purpose of transportation on the Course to comply with these Conditions of Use (to the extent applicable), unless other terms are agreed in writing by the Flemington Operations Manager.

3. APPROVAL AND ACCREDITATION OF MOTORISED VEHICLES

- 3.1 Any person wishing to use any Vehicle at the Course must make an application for Accreditation to the Flemington Racecourse Operations Office, and may not use any Vehicle at the Course until the Accreditation is granted and then upon the terms and conditions of the grant of Accreditation, including but not necessarily limited to these Conditions of Use.
- 3.2 A Vehicle must not be used at the Course for transportation purposes unless the Vehicle:
 - (a) is accredited by the Flemington Racecourse Operations Office pursuant to these Conditions of Use;
 - (b) displays an accreditation pass issued by the Flemington Racecourse Operations Office in respect of the Vehicle; and
 - (c) entering the Course is carrying a current registration sticker/label and be used in accordance with the manufacturers' intention.
- 3.3 The Operator warrants that any Vehicle used on Course is:
 - (a) fit for purpose;
 - (b) in reasonable condition; and
 - (c) not a danger to any person or horse.

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4. OBLIGATIONS OF THE OPERATOR:

The Operator must at all times:

- (a) comply with these Conditions of Use;
- (b) ensure that all persons who use the Vehicle comply with these Conditions of Use;
- (c) comply with, and ensure that all persons who use a Vehicle Comply with the Course Conditions; and
- (d) comply with any other conditions advised by VRC,

as amended from time to time by VRC, which are available at www.flemington.com.au/terms-conditions and upon request from VRC.

5. LIMITATIONS ON AREAS AND TIMES OF USE

- 5.1 The Vehicle must be used only in such areas and at such times as specified by the Flemington Racecourse Operations Office.
- 5.2 Without limiting clause 5.1, Vehicles may not be used at the Course:
 - (a) before 7:30am without the written approval of the Flemington Operations Manager; or
 - (b) on Hill Road I on Race Day during the period between 9.30am to 8:00pm. Emergency Vehicles will have full access to Hill Road as required.

6. ON-SITE CONDITIONS

- 6.1 All Vehicles at the Course must at all times:
 - (a) give pedestrians right of way;
 - (b) give horses right of way; and
 - (c) adhere to designated speed limits.
- 6.2 The Operators of all Service Vehicles at the Course must:
 - (a) ensure that the Service Vehicle is parked in a designated parking area on all Race Days; and
 - (b) ensure that the Service Vehicle is not used to ferry people in and around the Course.

- 6.3 The Operators of Restricted Race Day Vehicles can not access the Course between 9.30am and 7.00pm.

7. USE BY AUTHORISED PERSONS ONLY

- 7.1 No person other than a person to whom the Accreditation is granted by Flemington Racecourse Operations Office or that Person's authorised employees may be in possession, drive, ride or otherwise use the Vehicle at any time (other than as a passenger).
- 7.2 All Vehicles must be driven only by a person holding a current license valid for that type of Vehicle, plant or equipment.

8. SAFETY

- 8.1 A helmet must be worn at all times by every rider of a motor cycle, motor scooter or bicycle.
- 8.2 All Vehicles must be driven or ridden in a safe manner (including but not only a safe speed) at all times, particularly in crowded areas. The Course has a speed limit of 30 km/h (reduced to 20 km/h during the Melbourne Cup Carnival lockdown period). Vehicles must slow to 10 km/h when passing horses. Horses have right of way at all times.
- 8.3 The driver of a golf cart must ensure that the golf cart carries at any time only the number of passengers for which seats are available, and that no passengers ride in the tray.
- 8.4 A Vehicle must not be used to tow or propel any other Vehicle, object or person.
- 8.5 An Operator of a Vehicle found to be in breach of the issued Accreditation will be given 15 minutes notice to remove the Vehicle from the Course. If the Operator fails to comply with the instruction to remove the Vehicle, VRC will arrange for the Vehicle to be towed to a designated location at the expense of the Operator. Details of the location of the towed Vehicle will be available through the Help desk.
- 8.6 The Operator of a Vehicle must ensure that:
 - (a) the Vehicle is not driven by any person under the influence of any drug or alcohol or has passengers under the influence of any drug or alcohol; and
 - (b) Ensure that in the event that intoxicated persons attempt to access the Vehicle, the Operator immediately contacts the Helpdesk.

9. NOTIFICATION OF INCIDENTS

The Operator and any person using a Vehicle must immediately notify the Help Desk on (03) 9371 7194 or extension 91 of any damage to any person or property (including to the Vehicle and any user or passenger) and complete an incident report and any other paperwork required by any representative of the VRC. Incident Report Forms are available from the Melbourne Flemington Racecourse Operations Office.

10. INDEMNITY

The Operator hereby indemnifies and shall keep indemnified the VRC and holds and will continue to hold the VRC harmless against all claims, actions or proceedings, including any proceedings the Club is joined as a party to that relate to Vehicle use at the Course, that may be incurred in respect of the death of or personal injury to any person (including the user or passenger of a Vehicle) and all loss, damage or destruction to any property (including the Vehicle) arising directly or indirectly from the possession, use or operation of the Vehicle by any person on the Course.