

# ELLERSLIE RACEDAY HOSPITALITY BOOKING FORM



For fast and secure bookings, go online to [www.ellerslie.co.nz](http://www.ellerslie.co.nz)

## ELLERSLIE CHRISTMAS AT THE RACES – SATURDAY 5<sup>th</sup> DECEMBER 2015

**Booking details:** (Please print clearly)

Booking as: ☐ Individual ☐ Organisation

Name: \_\_\_\_\_

(This is the name used for tickets being collected on or before the day and at the registration area of the event)

Organisation: \_\_\_\_\_ ARC Membership Number: \_\_\_\_\_

Phone (daytime): \_\_\_\_\_ Phone (mobile): \_\_\_\_\_

Email: \_\_\_\_\_

NZ Postal Address: \_\_\_\_\_

Special Requests: \_\_\_\_\_

<b>Location:</b> (Please fill in number of guests/tables required eg <u>10</u> )			<b>TOTAL</b>
Silks	___ Person \$85	___ Member \$80.75	\$ _____
Cuvée	___ Person \$99	___ Member \$94.05	\$ _____
Mini Marquees	___ Group of ten \$1250		\$ _____
<b>TOTAL BALANCE DUE (inc GST)</b>			<b>\$ _____</b>

- Tables in Cuvée are for 10 guests. Groups of less than 10 may be required to share a table with others
- Tables in Silks are for 8 guests. Groups of less than 8 may be required to share a table with others
- Mini Marquees are for a maximum of 10 guests
- Members are limited to a maximum of 10 tickets or one group at the members' price

### Payment details:

☐ Invoice: All invoices must be paid within 7 days; bookings are not confirmed until full payment is received

☐ Cheque: Payable to Auckland Racing Club

☐ Credit Card: ☐ Mastercard ☐ Visa ☐ AMEX ☐ Diners (Invoices will be issued with the name as below)

Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Amount: \_\_\_\_\_

Signature: \_\_\_\_\_ Code: \_\_\_\_\_  
(For your safety and security, we require you to provide your card's security code)

### How would you like to receive your ticket?

- ☐ **Print at Home ticket (free)** – The most convenient delivery method. Print your tickets when it suits you. To print your tickets at home open your confirmation email and click on the link provided.
- ☐ **Post my tickets (\$5.00 per order)** - We mail tickets two weeks prior to the event. Tickets usually arrive within 5 - 7 days of posting
- ☐ **Courier my tickets (\$10.00 per order)** - Courier packages require a signature; therefore please ensure that someone is able to sign for the delivery between the hours of 6:00am to 5:00pm for a Street Address or 8:30am-5:00pm for a Business address. Please allow 3 to 5 business days for delivery
- ☐ **Collect my tickets (\$3.00 per order)** - You can collect your tickets prior to the Raceday from our office (the one-storied brick building just inside Gate 6) anytime between 8.30am - 5.00pm weekdays **OR** On the day from the Raceday Office (Ground Floor, Ascot Stand) which opens when racecourse gates open (general admission into the racecourse is free!)

### Confirmation:

All bookings are subject to availability and Auckland Racing Club Terms & Conditions. Confirmation of booking is not secure until full payment has been received. I/We accept all Terms & Conditions (overleaf).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Mail** - PO Box 852, Shortland Street, Auckland 1140 | **Facsimile** - (+64) 9 522 3828

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# RACEDAY HOSPITALITY TERMS & CONDITIONS

Please read these Terms & Conditions carefully before purchasing. By purchasing tickets or completing a Booking Form you are agreeing to be bound by the following Terms & Conditions.

## 1.0 Definitions

**ARC** – Auckland Racing Club Inc.

**Booking Form** – forms used to confirm the details of the purchase of raceday Tickets and Hospitality Packages, Private Marquee and Room Facilities and their agreed Catering Packages.

**Catering Packages** – Catering options as offered and agreed upon.

**Client** – Client means the party named and described as the “client” on the ARC Booking Form, or such person or organisation as may be substituted with the written consent of the ARC.

**Estimated Event Price** – The sum initially estimated by ARC to be the cost to hire the Private Marquee or Room Facilities and/or for the provision of the Catering Packages, plus GST.

**Event Price** – the actual final cost to hire the Private Marquee or Room Facilities and/or for the provision of the Catering Packages, including any additional charges or adjustments, plus GST.

**Private Marquee and Room Facilities** – marquee facilities on lawns areas and private grandstand rooms.

**Tickets and Hospitality Packages** – admission tickets to public areas, Ascot Stand, products such as bar tabs and betting vouchers or those areas with defined hospitality packages such as the Presidents Suite, Chairman's Club, Champions Club, Cuvee, Whips n Spurs, garden and lawn parties, or such other rooms, events or products as defined by the ARC.

## 2.0 Agreement

2.1 A binding agreement between the ARC and the Client is effective upon the ARC receiving a properly completed Booking Form and the Client meeting the payment terms as required.

2.2 Bookings are subject to the availability of the requested facility and will not be reserved or confirmed until receipt of a properly completed Booking Form and full payment is received in accordance with these Terms & Conditions.

2.3 No cancellation or termination of the agreement by the Client will be accepted by the ARC after a completed Booking Form and payment has been received, and the ARC will not issue any refund for any part or full payment under any circumstance.

## 3.0 Payment

3.1 All bookings for Tickets and Hospitality Packages must be accompanied by full payment in the form of a cheque, direct credit, cash or by credit card.

3.2 All bookings for Private Marquee and Room Facilities, including the selected Catering Packages, made three months prior to the raceday will be invoiced for 50% of the Estimated Event Price. The invoice is payable within fourteen days. An invoice for the balance of the Event Price will be forwarded one month prior to the raceday following confirmation of details. Payment must be made in full three weeks prior to the raceday.

3.3 All bookings for Private Marquee and Room Facilities, including the selected Catering Packages made less than three months prior to the raceday must be accompanied by full payment of the Estimated Event Price.

3.4 For all bookings for Private Marquee and Room Facilities, all details, including room settings, numbers, menu selection and scheduling must be confirmed one month prior to raceday. Any adjustment accepted the ARC may incur additional charges and must be paid in full before the raceday.

3.5 All prices quoted in the Booking Form are based on the information provided by the Client. Alterations to the details of the Event may result in adjustments to the Estimated Event Price. Whilst every care is taken in calculating the Estimated Event Price, the sum should not be regarded as the final cost and ARC reserves the right to pass on to the Client any cost increases or additional costs due to alterations that ARC may incur post the date on which ARC issued its original invoice to the Client.

3.6 Failure to pay for a Private Marquee and Room Facilities, including Catering Packages, as outlined in Clauses 3.2, 3.3, 3.4 and 3.5 entitles the ARC to cancel the Private Marquee or Room Facilities booking. If a booking is cancelled by the ARC, all payments previously made by the client to ARC are forfeited by the Client. ARC will not issue any refunds for either the 50% part payment or full payment under any circumstance.

3.7 GST will apply to all goods and services supplied where applicable. Prices are in New Zealand dollars and includes GST unless otherwise stated.

3.8 All Catering Packages and Private Marquee and Room Facility packages for the raceday must be consumed within the timeframe as stipulated by the ARC.

(a) Packages inclusive of beverages - ARC accepts no responsibility for late arrivals and the package duration may not be extended beyond the stipulated time under any circumstances. The Client must provide credit card details or cash for payment of beverages consumed past that time.

(b) Packages not inclusive of beverages - The Client must provide credit card details for payment of beverages on consumption or pay cash for beverages when purchased.

## 4.0 Use of facilities

4.1 Private Marquee and Room Facilities Clients are permitted to use their facility only on the raceday for which the Private Marquee and Room Facilities has been booked and paid for and only during the hours nominated by ARC. Clients are responsible for their guests conduct in the Private Marquee and Room Facility, and must procure that any associated persons or guests comply with all Terms & Conditions as if they were Clients.

4.2 The serving and consumption of alcohol is subject to Liquor Licensing laws including the Sale of Liquor Act and its requirements.

4.3 Ellerslie Racecourse is now a fully licensed venue. “BYO” alcohol is no longer permitted in any areas, including the Infield.

4.4 Pre-paid bar tab cards can only be used at the event they have been purchased for. Remaining balances on pre-paid bar tab cards are not refundable and cannot be rolled over to future events.

4.5 A dress code applies to all hospitality areas and events oncourse and is strictly enforced. Anyone not adhering to the dress code will not gain entry into hospitality areas/events. Please refer to the Ellerslie website for further information.

4.6 Promotional photographs and film footage are taken on raceday. By entering Ellerslie Racecourse you are deemed to be consenting to the use of your image by the ARC and the New Zealand Racing Board for promotional purposes.

4.7 The Client must obtain written approval by the ARC to conduct any alterations or additions to the Private Marquee and Room Facilities. All such approved alterations and additions, being outside of the standard package purchased, will be at the cost of the client.

4.8 Private Marquee and Room Facilities Clients may, at their own cost, decorate their marquees and rooms internally on the day prior to the event as previously arranged with ARC and subject to availability. The Client will have full responsibility for the security, delivery, assembly and set up of all decorations and associated materials. The Client must obtain approval from the ARC for any works that will be suspended

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from, affixed to or that will impact upon or apply any significant pressure to the ARC's facilities.

4.9 The Client is responsible to ensure that any alterations or additions and/or decorating of the Private Marquee and Room Facilities meet all statutory requirements, including OSH, and that approval from ARC for those changes is obtained in accordance with clauses 4.7 & 4.8 above.

4.10 The ARC and its approved contractors accept no responsibility for security of goods supplied by the client in private facilities.

4.11 Private Marquee and Room Facility Clients may, at their own cost, provide their own musical entertainment. The Client must obtain the approval of the ARC, at its sole discretion, one month prior to the Raceday, and comply at all times with any and all requirements and instructions of the ARC regarding the provision of such entertainment.

## 5.0 Facility signage

5.1 Subject to the prior approval of the ARC, which may be withheld at its sole discretion, limited company signage, including umbrellas, is permitted on the external areas around marquees or rooms. Company signage is permitted within the marquees or rooms. Any external signage must be approved by the ARC ten (10) business days before the raceday.

5.2 Company signage is not permitted in any general or shared room facility.

## 6.0 Issue of tickets

6.1 Tickets will be forwarded by post upon receipt of full payment. For payments received within 2 weeks of the event, tickets will not be posted and will need to be collected from the ARC reception between 8.30am – 4.30pm Monday to Friday, or on the day of the event at the Ticket Collection Office.

6.2 Personalised ticket details for Private Marquees and Room Facilities must be with ARC seven weeks prior to the raceday for approval and sign off.

6.3 A unique reference number identifies your purchase. This unique reference number along with a photographic ID will be required to collect your tickets. Only the credit card holder/owner is authorised to purchase tickets online and subsequently only that person may uplift tickets designated for collection at the venue. The credit card used for making the booking will be requested for identification purposes.

6.4 The issue of tickets to a particular facility does not permit entry to any other private facility. However, you may access and utilise public areas.

6.5 The ARC will not accept responsibility for misplaced, lost or stolen tickets previously issued. Any replacement tickets will be issued at the sole discretion of the ARC, and the ARC reserves the right to charge for the replacement of any tickets issued.

## 7.0 Display of tickets

7.1 Correct ticketing must be displayed at all times and/or on request. Failure to comply will result in entry being refused or removal from the venue.

## 8.0 Onselling

8.1 The onselling of tickets for gain is not permitted. Clients are not permitted to sell or onsell for gain any part of their Private Marquee and Room Facilities, including the Catering Package. Any form of advertising or promoting of such is deemed to be onselling. Any Client who offers to onsell or is deemed to be onselling for gain will have their booking cancelled.

8.2 Clients are entitled to share the cost of entertainment with their guests, however if the Client is operating their facility to earn a profit, they are deemed to be onselling.

## 9.0 Indemnity

9.1 All Clients release and indemnify ARC from and against, and ARC will not be liable for, any claims, demands, actions, suits or proceedings, costs, expenses, losses, damages arising out of or otherwise in connection with use of the tickets or any

facilities to which the tickets relate by the ticket-holder or his or her agents, employees invitees and/or guests.

## 10.0 Alterations to the raceday

10.1 Some venues are outdoors. In such cases, no alternative facilities are available in the event of unfavourable weather.

10.2 If any part of the raceday including, without limitation, a race meeting, any race, performance or event is cancelled, abandoned or postponed, in whole or in part, due to adverse weather or for any other reason whatsoever that is beyond ARC's control, including, without limitation, due to adverse weather conditions, there is no right to refund or exchange and no obligation is assumed by ARC for the arrangement of a substitute event, performance or any other element.

10.3 Due to unforeseen circumstances it may be necessary for ARC to reschedule the raceday and that, if ARC does so, ARC will use its reasonable endeavours to provide on the rescheduled day a comparable facility to the Client. If ARC does provide a comparable facility on the rescheduled day the Client is bound to accept that facility and these terms and conditions will apply in all respects.

10.4 Programmes, menus and the duration and timing of performances, events and other activities at the raceday may be subject to alteration without notice. ARC reserves the right to vary, add, withdraw or substitute advertised programmes, menus, seating arrangements and/or facilities at any time.

10.5 Under no circumstances will ARC be liable to the Client if ARC is unable to perform its obligations to the Client due to any event or cause of force majeure being any event or act beyond the control of ARC.

## 11.0 General

11.1 All representations and warranties, whether expressed or implied are excluded to the maximum extent permitted by law.

11.2 This contract is governed by and construed in accordance with New Zealand law and customers agree to submit to the exclusive jurisdiction of the courts of New Zealand.

11.3 The Ellerslie website may contain hyperlinks and other pointers to websites operated by third parties. These linked websites are not under the control of the ARC or its related bodies corporate, and the ARC and its related bodies corporate are not responsible for the contents of any linked website or any hyperlink contained in a linked website. These hyperlinks are provided to you for convenience only, and the inclusion of any link does not imply any endorsement of the linked website by the ARC. You link to any such website entirely at your own risk.

11.4 Contact details provided when purchasing tickets and hospitality packages can be used by ARC and provided to the New Zealand Racing Board for promotional, marketing and research purposes.

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