



Concessionaire Agreement 2020/2021



This agreement is made on the _____
(Date)

BETWEEN

The Canberra Racing Club
PO Box 275, Mitchell ACT 2911
ABN: 21 423 896 409
(The CRC)

And

Business name> hereafter referred to as the Licensee:

Address: _____

ABN: _____

RECITALS

A. The CRC has agreed to make the Premises available to the Licensee on the terms and conditions of this agreement.

B. The Licensee wishes to provide Licensee services at the Premises of the CRC

THE SCHEDULE

The conditions and clauses together with any addendums or attachments detailed here in this document form the Licence.

CANBERRA RACING CLUB RIGHTS

The CRC retain at all times, the right to do all things necessary for the proper management and good order of the Premises.

The CRC may without notice to the Licensee, do anything or prevent anything from occurring as The CRC considers reasonably necessary, to ensure the Health and Safety of persons and safety of property on or about the Premises.

All correspondence and information received from The CRC is confidential. Fees are not to be discussed with other Licensees/outside companies. Forms received from the CRC shall not be copied or distributed in any form.



1. TERMS AND CONDITIONS

1. The Licensee must ensure that its employees or representatives are aware of and comply with the CRC safety procedures and regulations governing the premises.
2. The Licensee must ensure that its employees or representatives are aware of and comply with the CRC evacuation plan governing the premises.
3. The Licensee must not impede any portions of the sidewalk, ramps, entries, doors, corridors, passageways, vestibules, hallways, lobbies, stairways, elevators, aisles or driveways located on or about the premises and must not use these areas for any other purpose than entry or exit from the premises.
4. The Licensee must not cover or obstruct access to public utilities, fire hose cabinets, heating and air-conditioning vents, lighting fixtures, skylights and fire sprinkler systems located on or about the premises.
5. The Licensee must not assign or purport to assign the rights conferred by this agreement or permit the use of the whole or part of the premises by any party other than the Licensee unless approved in writing by the CRC.

2. LICENSEE ASSURANCES

The Licensee must be ready to open at the following times:

- A minimum of 15 minutes prior to the scheduled start time of the event or as directed by the CRC

Please apply to the following.

1. The Licensee must comply with all relevant requirements of ACT Law, the Food Act 2001, the Food Regulation 2002 or the Australia New Zealand Food Standards Code. A copy of the Food stall guidelines published by the ACT Health is provided within this agreement.
2. The Licensee must provide a copy of their food business registration.
3. All costs in relation to licensing and compliance are at the Licensees cost.
4. The CRC may request all menus or items of sale to be approved prior to sale as deemed necessary
5. Advertising of pricing must correlate with the Contractor Menu and Pricelist
6. The Licensee is to provide all electrical equipment tested and tagged as electrically safe. Power requirements must be submitted seven (7) days prior to the event.
7. The Licensee must submit floor plans and power requirements seven (7) days prior to the event
8. All advertising material and placement of material must be approved by The CRC.
9. Any damage caused directly by the Licensee to any property supplied including grounds will be the responsibility of the Licensee.
10. The Licensee agrees to leave property in same condition as found and ensure bulk rubbish is removed from site in accordance with event organiser guidelines.
11. The CRC will provide appropriate rubbish disposal facilities at an additional charge, requirements must be submitted seven (7) days prior.
12. Should the event organiser guidelines for rubbish removal not be observed by the event organiser or the Licensee. The CRC will reserve the right to charge additional fee's to the



event organiser or the Licensee directly as deemed necessary. The CRC reserves the right to

- a. Inspect stall premise
 - b. Inspect equipment and advertising signage
 - c. Inspect Food and Beverage stock
13. The CRC reserve the right to terminate this agreement if the Licensee is in default of any of the clauses in this agreement, along with the following:
- a. Presentation of food and/or staff isn't of the highest standard
 - b. Theft or reasonable suspicion of theft
 - c. Licensee does not encompass the spirit of the event

3. INSURANCES

The Licensee for the event period shall effect and maintain current insurance and provide certificates of currency set out hereunder:

1. Worker's Compensation
2. Public Liability of a sum not less than \$10,000,000
 - a. For death or bodily injury
 - b. Loss of or damage to property
3. Vehicle insurance (full comprehensive)

Licensee will provide a copy of current public liability insurance and workers compensation cover as well as maintaining their equipment to Australian standards. This includes being informed of any changes to industry regulations as they occur.

4. VEHICLES

1. Vehicles entering the Premises must report to event organiser, only park in designated areas and must enter and exit premise as per designated times specified
2. Vehicles should not exceed 20km/h while travelling on the roads surrounding the Premise and under 5km/h in the betting ring area.
3. Vehicles must observe the CRC equine policy that states all vehicles must give right of way to horses and their riders.
4. The access routes are for drop off only and at no time are any vehicles to be parked on access routes.
5. No barriers, bollards or fences should be removed unless given express permission.
6. No vehicle movement during the event.
7. All staff vehicles should be parked in an area designated by the CRC representative.

5. TRANSPORTING AND ASSEMBLING OF INFRASTRUCTURE

1. Licensee must ensure that underground reticulation and power lines are not damaged or interfered with in any matter whatsoever.
2. At no time is anything to be attached to or stacked against trees on the Premises.
3. The marking of ground or turf with any substance must be approved by the CRC representative.



4. No boards, rubber matting, sheeting etc. is to be laid without prior approval from The CRC representative
5. There must be no interference with flora or fauna or any other infrastructure. Any spiking, digging or any form of ground penetration can only occur if it has been approved by the CRC.

6. ELECTRICAL AND PLUMBING

1. The installation, electrical equipment and any generators must comply with the relevant Australian standards.
2. RCD's must protect electrical outlets and equipment. All electrical leads must be tagged every six (6) months to comply with Australian standards. All equipment must be tagged every twelve (12) months by a qualified electrician and certificate supplied to with all relevant documentation.

7. FOOD SAFETY AND HEALTH

1. Under no circumstances shall a person operating the food stall smoke within the food stall or within a 5m radius. This will result in immediate suspension of trading.
2. Smoking will only be permitted in designated smoking areas.
3. Licensee is required to follow Occupational Health and Safety Guidelines at all times.
4. Licensee must comply with relevant food safety standards and regulations in the interest of public health. This includes the Licensee providing adequate hand washing stations.
5. Prior to commencement of trade the Licensee must allow a CRC representative access to conduct a compliance inspection
6. Licensee must allow the CRC representative access to the food stall for periodical checks

All persons engaged in the food stall shall:

1. Be clean and of good health.
2. Enclosed toe shoes.
3. Hair tied back and wears clean hair net or hat.
4. Wash hands before starting work, after every break, after visiting the toilets, after smoking, and when hands unclean or contaminated with raw foods.
5. Cover all cuts and burns with waterproof dressings that are bright in colour. Injury to hands should be dressed with waterproof dressing and a food safety glove worn over the hand.
6. Keep themselves and their working area clean, neat and tidy.

8. RUBBISH DISPOSAL

1. Adequate arrangement shall be made for the storage and removal of rubbish generated inside and outside the food stall.
2. The Licensee will remove all rubbish from the site and prior to leaving the site. No cooking oil is to be left on site, in any bins, or poured/leaked onto the ground or drains in any circumstances.
3. The Licensee's designated site is to be left in a clean and orderly manner.



9. GENERAL

1. The CRC have the final decision on bump in, opening and closing times and menu selections. The Licensee must remain open until the agreed closing time.
2. The sale of alcoholic beverages is not permitted unless agreed in writing by the CRC
3. Licensee must adhere to the approved site layout only.
4. Licensee will ensure that their staff are fully trained and are courteous and respectful to all patrons, event staff, and CRC staff and representatives.
5. The CRC accept no responsibility for damage to Licensee property, loss of stock, illness or injury as a result of trading.
6. Licensee accepts full responsibility for any issues that arise due to non-compliance of these terms.
7. Licensee attendance on feature race day meetings must provide a list of staff names seven (7) days prior and collect admission tickets for their staff to gain access to
8. For events over five thousand patrons, licensee will provide the CRC with the total number of staff working along with names of staff.
9. The Licensee must ensure that safety and first aid equipment meets all Australian Standard guidelines and is in good operational order. Fire extinguishers and fire blankets must be present if cooking with stoves, ovens or deep frying cooking equipment



LICENSEE DETAILS

Please note this information must be provided to ensure entry to premises

Licensee Business Name	
Business Address	
Postal Address	
ABN	
Contact Name	
Position	
Phone	
Mobile	
Email	
Public Liability Policy	Please attach electronic copy
Workers Compensation Policy	Please attach electronic copy
Food Premise Certificate	Please attach electronic copy for each stall
Stall Set-up Plan	Please provide as PDF with dimensions
Vehicle Make and Registration	Please provide for each vehicle and trailer
Power Requirements	Please provide



Signature of Vendor: _____

Printed Name: _____

Date: _____

Signature of Canberra Racing Club representative: _____

Printed Name: _____

Date: _____

ATTACHMENTS SUPPLIED

- | | |
|------------------------------|--------------------------|
| CRC site plan | <input type="checkbox"/> |
| CRC Evacuation Plan | <input type="checkbox"/> |
| Food Stall Guidelines | <input type="checkbox"/> |
| Fire Extinguisher Guidelines | <input type="checkbox"/> |