

4 September 2018

## Australian Turf Club - Clerk of Course Tender

Australian Turf Club currently internally provides Clerk of Course duties for all ATC race meetings and barrier trials.

The Club is now exploring the opportunity to outsource these services to a suitable partner.

The attached document outlines the roles and responsibilities of a suitable partner and requests information around a proposed fee structure.

In any application could you please provide the following information;

- Relevant experience in this type of role;
- Relevant experience in operating a business;
- Ability to house and care for Clerk of Course horses;
- Ability to transport Clerk of Course horses to required locations;
- All proposed fees;

All Expressions of Interest are requested to be forwarded to the Australian Turf Club by close of business **Friday 19 October 2018** and addressed to:

Celia Cole Australian Turf Club Locked Bag 3 RANDWICK NSW 2031

Yours sincerely,
AUSTRALIAN TURF CLUB LIMITED

James Heddo Acting Chief Executive



#### **TENDER DOCUMENT**

#### 1. ENGAGEMENT OF SUPPLIER

The Club hereby wishes to engage a Supplier to provide Clerk of the Course services on racedays and barrier trials.

#### 2. PROVISION OF SERVICES

The Club requires the following services to be provided at either Royal Randwick, Rosehill Gardens, Warwick Farm and Canterbury Park;

- 2.1 Clerk of Course services for approximately 115 ATC Metropolitan racedays in a structure as follows;
  - 5 x Clerk of Course horses for approximately 12 Carnival Saturday meetings (1 x of which available for Sky TV Presenter)
  - 3 x Clerk of Course horses for approximately 40 standard Saturday meetings
  - 2 x Clerk of Course horses for approximately 43 standard midweek meetings
  - 2 x Clerk of Course horses for approximately 10 standard night meetings
- 2 x Clerk of Course horses for approximately 3 twilight meetings
- 2 x Clerk of Course horses for approximately 7 Public Holiday meetings
- 2.2 Clerk of Course services for approximately 75 ATC Metropolitan Barrier Trials in a structure as follows:
  - 1 x Clerk of Course horse for approximately 75 Metropolitan Barrier Trial meetings except where more than 20 trials are held and 2 x Clerk of Course horses will be required.
- 2.3 Other appearances;
- 2 x Clerk of Course horse for approximately 6 external appearances for Marketing or other purposes other than racedays or barrier trials.

### 3. STANDARD OF SERVICE REQUIRED

- 3.1 The Supplier shall provide and be responsible for all Clerk of Course horses necessary to complete the required tasks, including the housing, care and well-being of the required horses when they are not in work or required for duties.
- 3.2 The Supplier shall comply with equine welfare responsibilities including detailed records of equine vaccinations in accordance with the Rules of Racing.
- 3.3 The Supplier agrees to abide by Minimum Standards set by Racing NSW in respect of the care and welfare of all Clerk of Course horses, and agrees to periodic equine and stabling or property inspections by ATC or Racing NSW.
- 3.4 The Supplier agrees to report to ATC any lameness, superficial wounds are any other injury to a Clerk of Course horse that may affect the availability of such horse to perform the required duties.

- 3.5 The Supplier shall provide the Clerk of the Course services in a conscientious, expeditious, skilful and professional manner and with all due expedition.
- 3.6 The Supplier will ensure all its staff and contractors are presented in a clean & neat manner at all times, and are fitted out in relevant uniforms and Safety gear incl. wet weather gear when required.
- 3.7 The Supplier warrants that both it and its employees and agents are competent and have the necessary skills and capacity to supply the Clerk of the Course services in accordance with reasonable standards applicable to the Suppliers profession or trade.
- 3.8 The Supplier shall ensure that they comply with the requirements of all relevant legislation, statutory regulations, and ordinances, requirements of Authorities and Racing NSW Standards in providing these Services.
- 3.9 The Supplier is responsible for all relevant insurances relating to their employees and equipment necessary to perform tasks at the standard required.
- 3.10 The Supplier agrees to be present at each meeting and/or Barrier Trial event one hour (60 minutes) before the first scheduled race and/or barrier trial and does not conclude duties until the last race and/or barrier trial has been completed.
- 3.11 The Supplier shall report to the relevant Racecourse Manager when arriving at the course to confirm attendance, and shall gain approval from the relevant Racecourse Manager to leave the location once all events have been completed.
- 3.12 The Supplier shall ensure confirmation of service is provided in writing two days (48 hours) before each scheduled meeting and/or barrier trial event.
- 3.13 It is noted that Clerks of Course will fall under the instruction of Racing NSW Stewards during the running of each meeting and barrier trial events.

### 4. CONTRACT SUM (to be provided)

l.1	The Supplier agrees to supply the Clerk of the Course services at the following sum per Clerk.	
•	Carnival meeting	
•	Standard Saturday meeting	
•	Standard midweek meeting	
•	Standard night meeting	

Standard twilight meeting
 Public Holiday meeting

### 5. TERMINATION

The Club may terminate this Agreement forthwith upon giving 14 days written notice to the Supplier upon the happening of any of the following events:

(a) the Supplier ceases trading;

Standard barrier trial

- (b) the Supplier is or becomes insolvent;
- (c) the Supplier evidences an intention not to be bound by the provisions of this Agreement; or,
- (d) the Club is dissatisfied with the services provided by the Supplier.

The supplier is required to give 3 months' notice of terminating this agreement within the 3 year period.

### 6. AMENDMENT

This Agreement may only be amended or supplemented by an Agreement in writing signed by the parties.

# 7. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties and supersedes any prior agreement or understanding between the parties. There are no agreements, representations or warranties oral or written between the parties other than those set forth or provided for in this Agreement.

### 8. TERM OF THE AGREEMENT

This agreement is for a term of 3 years and may only be extended by written agreement between the parties.

Please note a probation period of 6 months will apply. During this time, the Club may terminate this agreement with a minimum of one week's notice.