



ADDITIONAL TERMS AND CONDITIONS OF ENTRY TO WETHERBY RACECOURSE

The following Additional Conditions apply only to Attendees who enter certain designated areas of the Racecourse. Most Attendees will not fall within either of the categories covered by the following additional conditions. Attendees will only be required to comply with and will only be entitled to any of the rights and privileges set out in, the following Additional Conditions where specifically and expressly admitted to the Racecourse on the basis of one or more of the categories of Additional Conditions.

ADDITIONAL CONDITIONS 1 – PRIVATE FACILITIES

1. Effect of the Conditions

- 1.1 These Additional Conditions 1 (“Facility Conditions”) relate to all persons (attendees) who book or otherwise use any Private Facilities at Wetherby Racecourse (“the Racecourse”)
- 1.2 They constitute a “variation” as defined in Para 1.3 of the Conditions (“General Conditions”) of the Terms and Conditions of entry to the Racecourse which apply to all Attendees. Copies of the Terms and Conditions of Entry to the Racecourse are available from:-
 - 1.2.1 Via Wetherby Racecourse website –
 - 1.2.2 The Racecourse Administration Office / Information Point on request
- 1.3 If there is any conflict between these Facility Conditions and the General Conditions, then these Facility Conditions apply.
- 1.4 If you book Private Facilities at the Racecourse, you will be agreeing to abide by and to accept that all attendees using the Private Facilities abide by all Conditions.

2. Application

The Facility Conditions apply to anyone booking and/or using any of the Private Facilities at the Racecourse, (“The Facilities”) namely:-

- 2.1 All Private Suites within the Wetherby Millennium Stand, and Millennium West Stand.
- 2.2 All Marquee Facilities being used by the attendees which is not open to the general public.
- 2.3 Any other Facility at the Racecourse, being used by the attendees and which is not open to the general public.

3. Access to the Racecourse

- 3.1 is by Admission Ticket only. Each attendee, including children aged 4-17yrs, may only gain access with a valid ticket which is scanned by a Racecourse Steward on entry.
- 3.2 Entry to the Racecourse is as follows:
 - 3.2.1 Via the designated entry at the Main Turnstile Building as detailed on your ticket.
 - 3.2.2 Via the VIP hospitality ‘B’ car Park for those attendees who have been issued with a ‘B’ car Park Permit.
- 3.3 Entry times are as follows:
 - 3.3.1 Gates open 2 ½ hours prior to the first race, but no earlier than 10.00am.
 - 3.3.2 Early admission can be arranged by prior arrangement if required.
- 3.4 All attendees must vacate the Racecourse no later than 1 ½ hours after the start of the last race.

4. Access to Enclosures & Facilities

- 4.1 No attendee will be admitted to any Enclosure or Facility unless they have the appropriate access Badge.
- 4.2 "Metal Badges" issued to Racing Industry Personnel, Annual Badge Holders etc do not automatically admit entry to Private Facilities.
- 4.3 Admission is to the specific Facilities and Enclosures for which the Badges have been booked for. Access is not allowed to other Facilities (i.e., you may not access other Private Facilities other than the Facility allocated to you, and if you have a Paddock Marquee Badge, you will not have access to the Premier Enclosure).

5. Dress Code

- 5.1 The Racecourse does not enforce a formal Dress Code in any Enclosure or Facility. The Dress Code in all Enclosures is Smart Casual attire, and we advise attendees to dress for the Weather. Smart denim and trainers are acceptable.

6. Right to Refuse Admission

We reserve the right to refuse admission to or expel any Attendee (without refund of payment) who in the opinion of the Racecourse Management is:

- 6.1 Inappropriately dressed
- 6.2 Intoxicated
- 6.3 Under the influence of drugs or other such substances
- 6.4 Causing a nuisance to other Attendees or Racecourse Staff
- 6.5 Fails to provide a valid entry ticket or access badge
- 6.6 Otherwise in breach of the General Conditions or these Facility Conditions.

7. Use of Facilities

- 7.1 Unless you obtain our prior agreement, no Attendee may affix anything to any part of the Racecourse, including any Facility.
- 7.2 Install or connect any telecommunications or other electronic equipment.

8. Food & Drink

- 8.1 All Catering on the Racecourse is contracted to CGC Event Caterers Ltd of Supreme House, Lotherton Way, Garforth Industrial Estate, Garforth, Leeds, LS25 2JY. No attendee is permitted to bring any food and drink into the Racecourse or arrange for any other third-party to do so.
- 8.2 All food and drink must be consumed in the Facility. It is not permitted to take food and/or drink out of the Facilities, e.g., into Corridors, public bars or any other area of the Racecourse.

9. Terms & Conditions of Booking – Private Facilities

9.1 Interpretation

- 9.1.1 "CONDITIONS" means the standard terms and conditions of supply herein set out and include any special terms and conditions agreed in writing between the Customer and Wetherby Steeplechase Committee Limited.
- 9.1.2 WSC means Wetherby Steeplechase Committee Limited.
- 9.1.3 "CUSTOMER" means the person, firm or company whose order for an Event Package is accepted by WSC.
- 9.1.4 "EVENT" means the event in connection with which WSC is to supply in accordance with these conditions.
- 9.1.5 "CONTRACT" means the contract for the supply of the Event Package.

9.1.6 "ORDER" means that the order placed by the Customer which is accepted by WSC subject of the provisions of Clause 6 below.

9.1.7 "Facility" means the area of the Racecourse with which WSC are to provide to the Customer in accordance with these conditions.

9.1.7 "FORCE MAJEURE" means any circumstances beyond the reasonable control of WSC and specifically includes any cancellation of the Event due to adverse weather conditions or by direction of the Stewards of the Wetherby Steeplechase Committee Ltd, British Horseracing Authority or other agency.

9.2 Formation of Contract

An Order sent to WSC by the Customer shall be accepted entirely at the discretion of WSC and if so accepted shall be subject to these Conditions.

9.2.1 Within seven days of receipt of an Order WSC shall forward to the customers :-

9.2.1.1 An acknowledgment of the Order by way of a provisional booking confirmation.

9.2.2.2 An invoice for 50% of the Contract Price for immediate payment by way of non-refundable deposit if the Order is received in advance of 10 weeks of the Event.

9.2.2.3 An invoice for the Full Contract price for immediate payment if the Order is received less than 10 weeks prior to the Event.

9.2.2 Each Order accepted shall constitute a separate legally binding Contract between WSC and the Customer.

9.2.4 The Contract will be confirmed on settlement of the initial Order invoice. Until this is paid WSC reserve the right to enter into Contract with another Customer for the same Facility and withdraw the provisional booking.

9.3 Contract Price

9.3.1 The price of the Contract shall be agreed between the parties and confirmed by WSC's acknowledgment of Order.

9.4 Terms of Payment

9.4.1 A non-refundable deposit of the Contract price payable as aforesaid.

9.4.2 An invoice for the balance of the sum due shall be payable no later than 4 weeks before the date of the Event.

9.4.3 All Orders accepted by WSC which shall have been placed by the customer less than 10 weeks before the Event shall be invoiced in full by WSC within 7 days and shall be payable by return.

9.4.4 In the event the customer fails to pay any part of the Contract Price in accordance with the above terms, without Prejudice to any other right or remedy available to WSC, WSC shall be entitled to cancel the Contract and :-

9.4.4.1 Retain the 50% deposit fee (where paid).

9.4.4.2 Claim for the outstanding sum due as invoiced.

9.4.4.3 Charge the Customer interest on the amount unpaid at the rate of 4% per annum above the base rate of the HSBC Bank until payment is made.

9.5 Administration

9.5.1 WSC shall send Itinerary, menu and bar information to the Customer no later than 4 weeks prior to the Event. The Customer will be provided with a response date which if missed may result in WSC selecting a default menu on the Customer's behalf.

9.5.2 admission tickets, access badges, and parking permits, when applicable, will be dispatched approximately two weeks before the Event providing full payment has been received.

9.5.3 All accounts for services and goods provided at an Event which are not covered by the Event Package are due for payment by return. Interest as detailed within Clause 4.4.3 above will be charged on outstanding accounts.

9.5.4 Confirmation of final numbers (increased numbers only) must be notified to the Racecourse no later than 12noon not less than 48 working hours prior to the Event as follows:-

Event Date	Final Numbers by 12noon
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday
Saturday	Wednesday
Sunday	Wednesday

9.5.5 Refunds are not applicable to reductions in numbers.

9.6 Cancellation

The Customer is entitled to cancel the Order before the Event subject to the following conditions :-

9.6.1. The customer must notify WSC of the cancellation in writing.

9.6.1.2. Should notification of cancellation be given more than 6 weeks before the date of the Event, WSC shall be entitled to retain the 50% deposit fee specified but shall refund any further monies paid.

9.6.1.3. Should notification of cancellation be given less than 6 weeks before the date of the Event, WSC shall be entitled to retain monies thus far paid and to claim any unpaid balance of the Contract Price subject to the provisions of Clause 9.6.2 below.

9.6.2 In the event that the Event Package can be resold, WSC undertakes to refund 50% of the Contract Price to the Customer but shall retain the balance to defray additional costs and expenses thereby incurred.

9.7 Abandonment

In the event of the race day being abandoned, cancelled or curtailed the following payment terms are forcible:

9.7.1. Prior to the day of racing the client will receive a full refund.

9.7.2 If abandonment takes place before 10.30am on the day of racing, the customer will receive a full refund on the total package price paid. Alternatively, if the client wishes to dine without racing taking place a 50% refund of the hospitality package price will be made available. Catering enhancements, finishing touches, drinks packages and staff charges (if applicable) will still be charged for at full price.

9.7.3 If abandonment takes place after 10.30am but before the first race, all meals will be served, and the customer will be refunded in line with clause 9.7.2. above.

9.7.4 If abandonment takes place after the first race but before the third race, no refunds will apply. However WSC will offer to the customer a 25% discount voucher on the total hospitality packages purchased, not including catering enhancements, finishing touches, drinks

packages or staff charges, redeemable against a future equivalent hospitality package booking, within a 12-month period. Subject to availability.

9.7.5 Abandonment after the third race – no refund will apply.

9.8 Alteration

9.8.1 WSC shall use its best endeavours to provide the Event Package ordered but reserves the right to provide an alternative Event Package and/or alter the date of the Event.

9.8.2 Should WSC increase the price of, or alter, the Event Package or the date of the Event, the Customers shall be entitled to cancel the Contract by Giving written notice to be received by WSC within 7 days of the announcement of the change.

9.8.3 Upon receipt of such notification WSC will refund in full all sums paid by the Customer under the Contract including the sum paid under Clause 9.2.2.2.

9.9 Force Majeure

WSC shall not be under any liability for failure to perform any of its obligations under the Contract due for Force Majeure.

9.10 Third Parties

In making arrangements with third parties for carriage by air, hotel accommodation, transportation, restaurant or otherwise WSC acts only as the agent of the Customer and does so on the express condition that no liability of any kind howsoever arising shall accrue to WSC in connection with such arrangements.

9.11 Liability

9.11.1 WSC shall bear no liability for any death or personal injury suffered by the customer or its guest or for any loss, damage or destruction to any property of the Customer or its guests or for any costs, claims, demands or expenses of the Customer or its guest arising out of the booking save to the extent such as caused by WSC's negligence.

9.11.2 WSC shall not be liable to the customer nor be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any WSC's obligations in relation to the contract of the delay or failure was due to the cause beyond WSC reasonable control.

9.11.3 In The event of WSC's total liability hereunder shall be limited to 10% of the Contract Price and WSC shall have no liability for any consequential or indirect losses suffered by the customer or its guests.

9.11.4 WSC gives no guarantee that an Event will take place or will take place on the stipulated date.

9.12 Variations

No variations to the above conditions may result in cancellation of the Contract without notice.

9.13 Failure to Comply

Failure to comply with these conditions may result in the cancellation of the contract without notice.

9.14 General

Any notice required to be given by either party to the other shall be in writing and addressed to that other party at its registered office or principal place of business or such other address

as may at the relevant time have been notified pursuant to this provision to the party giving notice.

9.15 Applicable Law

The contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

The Wetherby Steeplechase Committee Ltd, The Racecourse, York Road, Wetherby, West Yorkshire, LS22 5EJ

Registered in England No. 169377 | VAT Registration No. 170 4432 88

www.wetherbyracing.co.uk Tel: 01937 582035