



## **WETHERBY STEEPLECHASE COMMITTEE LTD**

### **TERMS AND CONDITIONS OF ENTRY TO WETHERBY RACECOURSE (ENTRY CONTRACT)**

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**TERMS AND CONDITIONS OF ENTRY**

**(ENTRY CONTRACT)**

SECTION 1

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## TERMS AND CONDITIONS OF ENTRY TO WETHERBY RACECOURSE (*ENTRY CONTRACT*)

### IMPORTANT - PLEASE READ

These terms and conditions of entry ("**Conditions**") apply to all persons entering the racecourse and grounds (**Attendee** or **you**) known as **Wetherby Racecourse** (the **Racecourse**). These Conditions are issued by **Wetherby Steeplechase Committee Limited** (the **Operator** or **we**). Acceptance of these Conditions will result in a legally binding contract between you and the Operator which include which we have granted to you to enter the Racecourse.

- **It is your responsibility to familiarise yourself with these Conditions.**
- These Conditions may also be referred to as Entry Contract.
- These Conditions apply to all persons entering the Racecourse. If you attend the Racecourse in any capacity other than as a private individual, you must also agree to a set of Special Conditions, which will apply in addition to the Conditions. The Special Conditions are available at The Administration Office.
- If you do not understand or have any questions relating to these Conditions or any Special Conditions, you should contact the Operator without delay for clarification.
- Every Attendee entering the Racecourse shall be deemed to have accepted all The Rules of Racing and shall do so subject to The Rules of Racing published by the British Horse racing Authority from time to time.
- Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse in accordance with these Conditions.
- Children under the age of 18 years must be accompanied by an adult.
- The use of recording or communications equipment (e.g., cameras, video cameras, mobile phones, tablets and laptops) is strictly regulated by these Conditions. You must not use or make available any photograph, video footage or any other race data for commercial purposes (whether or not you receive payment in return). Please see Condition 10.
- Our liability under these Conditions is limited. Please see Condition 14.
- We reserve the right to search you and your belongings at any time whilst you are at the Racecourse. If you refuse a request to search you or your belongings, we might require you to leave the Racecourse.
- You must not bring alcohol into the Racecourse, unless the Operator specifically permits this. We will confiscate and dispose of any alcohol purchased off the premises that is not permitted by the Operator.

THE FOLLOWING CONDITIONS APPLY TO ALL ATTENDEES.

**1. The Effect of these Conditions and Variations**

- 1.1 All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall be deemed to have accepted these Conditions. Attendees are admitted to the Racecourse strictly subject to these Conditions. There are no exceptions.
- 1.2 Whilst these Conditions are intended to be comprehensive, Attendees are admitted to the Racecourse on the basis that they will comply with both the letter and the spirit of these Conditions.
- 1.3 All Attendees are permitted access to the Racecourse at our discretion and must conduct themselves on the Racecourse in accordance with all reasonable rules, requests and guidelines which we may publish and impose from time to time. We reserve the right to amend and supplement these Conditions by publishing additional and supplementary conditions and guidelines from time to time (**Variations**). Variations will be effective to vary these Conditions on such basis as we may stipulate and may be of permanent or temporary effect. We will take all reasonable steps to bring any Variations to your attention.

**2. Badges, PASS Cards and Other Entitlements to Enter the Racecourse**

- 2.1 Badges, Privileged Access Swipe System (**PASS**) Cards, tickets and other entitlements (each a 'Ticket' for the purposes of these conditions) to enter the Racecourse shall only be purchased or allocated by an authorised source approved by the Operator.
- 2.2 Badges and PASS Cards are non-transferable. All other Tickets shall not be:
  - (a) transferred, sold or offered for sale.
    - (i) if prohibited by law.
    - (ii) to anyone under the age of 18; or
    - (iii) in the course of any business whatsoever
  - (b) coupled or bundled with any other product or services or used for any commercial or promotional purpose whatsoever; or
  - (c) offered or obtained as a competition prize, without our consent (which we may withhold in our absolute discretion).
- 2.3 In the event that you are no longer able to attend a raceday for which you have purchased a Ticket you should contact the Operator to agree whether we will offer to:-
  - (a) Refund the cost.
  - (b) Transfer the Ticket to another raceday at the Racecourse.

- (c) Give our consent for you to sell or offer the Ticket for sale at the price you paid for it.
- 2.4 The resale of Tickets without our prior consent may lead to the Ticket being void, no refund being made, and the Ticket holder being refused entry.
- 2.5 Any Ticket obtained in breach of Condition 2.1 shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Racecourse without refund and may be subject to legal action.
- 2.6 All Tickets issued by the Operator or on its behalf shall remain the Operator's property at all times. We reserve the right to require the immediate return of a Ticket at any time.
- 2.7 Any data provided to the Operator when obtaining Tickets will be managed in line with the Operator's Privacy Policy, which can be viewed on the Operator's website [www.wetherbyracing.co.uk](http://www.wetherbyracing.co.uk)
- 2.8 The Operator may retain records of any suspected misuse of Tickets or other documents or entitlements to enter the Racecourse and may share those records with other racecourses and/or the British Horseracing Authority.
- 2.9 These Conditions apply to all Attendees irrespective of whether or not an Attendee has paid for admission and whether or not an Attendee has been issued with a Ticket or other document or entitlement to enter the Racecourse.
- 2.10 These Conditions apply in addition to any other terms and conditions imposed on badge holders, PASS Card holders or other entitlement that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in such other terms and conditions.
- 2.11 No refund shall be given in respect of any unused part of any Ticket.
- 2.12 You must show your Ticket to the Operator on demand. If you fail to bring your Ticket to a fixture, you will have to pay the full daily admission price for the relevant enclosure (if any) applicable on the day.
- 2.13 Attendees must ensure that badges are securely attached to their clothing on racedays and visible at all times whilst present at the Racecourse.
- 2.14 Any promotions (including competitions) organised by Wetherby Steeplechase Committee Ltd which are open to anyone wishing to enter the Racecourse to attend a race meeting (including any communicated via Social Media Channels) are run solely by us and not by any third party, and any Attendee entering the Racecourse as a result of any such promotion will be subject to these Conditions.

### **3. Lost or Stolen Badges and Tickets**

We accept no responsibility for lost or stolen Tickets. We are not obliged to replace lost or stolen Tickets. If we decide to replace a lost or stolen Ticket, we may charge a replacement fee to you.

#### **4. Access**

- 4.1 Permission to enter the Racecourse does not constitute guaranteed entry to the Racecourse, any particular area of the Racecourse or any Racecourse buildings or facilities. We reserve the right to refuse or condition access to areas of the Racecourse from time to time and on a temporary or permanent basis.
- 4.2 Unless we give specific permission, you are prohibited from entering the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse s tables, the Judges' Box, the Winners' Enclosure, the Parade Ring, the Press Room, the Racecourse Data Collection Area and any other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.
- 4.3 Children under the age of 18 must be accompanied by an adult. You are responsible for each child that you bring onto the Racecourse and shall ensure each child complies with these Conditions.
- 4.4 Children under twelve are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances.
- 4.5 Your Ticket may restrict access to certain areas of the Racecourse including the various enclosures. Where a Ticket restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday. Transfers will be subject to application at the appropriate Transfer Kiosk.
- 4.6 No Ticket gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. All such rights are reserved. Any coverage or data made available at the Racecourse is made available for the personal use and consumption of Attendees only and redistribution to any person outside the Racecourse is strictly prohibited.
- 4.7 Private individuals are normally admitted to the Racecourse:-
  - 4.7.1 From 2 ½ hrs prior to the first race, but no earlier than 10.00am But we reserve the right to vary these timings.
  - 4.7.2 Variations will be published on the Operator's website [www.wetherbyracing.co.uk](http://www.wetherbyracing.co.uk).
  - 4.7.3 All attendees must vacate the Racecourse no later than 1 hour 30 minutes after the last race.

#### **5. Conduct of Attendees**

- 5.1 We reserve the right in our absolute discretion at any time and without prior notice to refuse admission to or expel and/or ban any Attendee who, in our opinion:
  - (a) has breached or is likely to breach these Conditions.
  - (b) has or is likely to commit a criminal offence or otherwise do anything which is unlawful; and/or

- (c) behaves or is likely to behave in an unacceptable or unruly manner or in manner likely to cause offence to other Attendees,

and any ban we may impose may, at our option, relate to the Racecourse and/or any other racecourse in Great Britain and may be temporary or permanent.

- 5.2 You must follow the reasonable written and/or verbal instructions of safety stewards, other staff or officials and the police or other emergency services present at the Racecourse at all times.
- 5.3 In the interests of safety or to check for items you are prohibited from bringing onto the Racecourse, we may request to conduct personal body searches of Attendees and/or search their personal belongings. We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request.
- 5.4 The following items must not be brought onto the Racecourse: knives, fireworks, smoke canisters, air-horns, drinking glasses, bottles or other glass or similarly breakable containers, cans, poles and any other article that might be used as a weapon and/or may in our reasonable opinion compromise the safety of any person or animal present at the Racecourse. We shall be entitled to refuse entry to or expel and/or ban from the Racecourse any Attendee with such items in their possession.
- 5.5 The following are prohibited on the Racecourse:
  - (a) flags, banners and other articles and any behaviour which may distract or frighten the horses.
  - (b) unauthorised small, unmanned aircraft, aerial systems or vehicles that have not been expressly authorised by the Operator in writing.
  - (c) any behaviour which may disrupt or impair the experience of other Attendees.
  - (d) climbing fences, stands or any other structures or buildings.
  - (e) throwing any object without lawful authority or excuse.
  - (f) obstruction of gangways, access ways, exits, entrances, stairways and similar places.
  - (g) damaging or defacing Racecourse property.
  - (h) smoking (Including the use of "E-cigarettes) in any building or designated "No Smoking" areas; and
  - (i) any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing.
- 5.6 We reserve the right to designate any and all areas of the Racecourse as "No- Smoking" areas.

- 5.7 From time to time, we may close racetrack crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the racetrack other than at an open crossing.

## **6. Dress Code**

- 6.1 A dress code is in operation in the Premier Enclosure. The Dress Code is Smart Casual, i.e., no scruffy or ripped jeans, or sportswear, however we reserve the right at our discretion to:
- 6.1.1 Suspend, relax or vary the Dress Code for the Premier Enclosure.
- 6.1.2 Implement a dress code for other specified areas on specific race days.
- 6.2 All Attendees must comply with any dress code for each area of the Racecourse where a dress code may be in force from time to time.
- 6.3 We reserve the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying.
- 6.4 Attendees must not wear any clothing which may appear partisan, or which may cause offence to others.

## **7. Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity**

- 7.1 Only those Attendees who have been given express prior permission by the Operator to trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse may do so. Trading, advertising, leafleting and commercial or promotional activities by all other Attendees is strictly prohibited. This prohibition extends to and includes:
- (a) Any unauthorised badge, ticket or racecard sellers or hawkers; and
- (b) Any person directly or indirectly involved in the collation and/or distribution of any audio, visual, audio-visual coverage of or data relating to any race or fixture at the Racecourse or any other British racecourse which has not been expressly permitted in advance by the Operator.
- 7.2 We reserve the right to confiscate any equipment, stock or other materials in the possession of any Attendee whilst on the Racecourse who is, or whom we reasonably believe to be, involved in unauthorised trade, advertising, leaflet distribution or other commercial or promotional activities.
- 7.3 We reserve the right to take such legal action (including where appropriate obtaining injunctive and other relief) against or in respect of any person or entity that is in breach of this Condition 7, who has in the past breached this Condition 7 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 7.
- 7.4 If any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse (for example, items of



clothing) we reserve the right to refuse entry to any Attendee in possession of such material and to confiscate such material from Attendees within the Racecourse.

## **8. Betting**

You shall not lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless we give you written permission to do so. You may place bets with those on-course bookmakers or other properly authorised betting businesses.

## **9. Food and Drink**

You shall not take any food, drink, glass bottles or glasses onto any part of the Racecourse unless the Operator specifically permits this. We will normally only permit:

- A picnic to be brought into the Centre of Course Enclosure, or the designated Badge Holder 'A' Car Park, with a reasonable amount of alcohol commensurate with a picnic.

## **10. Use of Camera, Video, Computer and Telecommunications Equipment**

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION 10: Non-compliance with the following provisions will constitute a serious breach of these Conditions, as a result of which we shall have the right to cancel and withdraw any Ticket or other entitlements issued to you and eject you from the Racecourse. Use of cameras, video equipment, laptop and other computer equipment, mobile telephones and other telecommunications devices at the Racecourse is strictly controlled and limited. You are not permitted to make any commercial use of any audio/visual coverage, still images or data relating to racing at the Racecourse.**

10.1 You shall not use any device or technology to capture, record, store, transmit or broadcast any data relating to any race, fixture or other race-related activity at the Racecourse, including Ancillary Events (as to which see condition 17) unless you are expressly permitted to do so by Condition 10.4.

10.2 In particular, you must not capture, record, store transmit (including live stream):

- (a) any pictures of horses preparing for a race – including pre-parade riding, Saddling Boxes and Parade Ring.
- (b) any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring.
- (c) any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV.
- (d) any data relating to any race (either at the Racecourse or any other racecourse) – e.g., odds, Going, colours and colour changes, jockey changes, results; or
- (e) any activities in integrity areas (i.e., areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only'.

- 10.3 The list in Condition 10.2 is indicative of the types of activity prohibited by Condition 10.1 but that list is not exhaustive.
- 10.4 You may use mobile devices and point-and-shoot or compact cameras to capture images for your own private and domestic use (but you shall not use professional level photography or filming equipment\*). The following rules apply:
- (a) photography on the racing surface is strictly forbidden.
  - (b) flash photography is strictly forbidden; and
  - (c) you must not allow a third party to use such images for any commercial purpose and will notify the Operator immediately if you become aware of any unauthorised use of those images.
  - (d) \*Amateur photographers wishing to bring a higher level of photography equipment to the Racecourse, may do so providing they agree to sign a Photography permit each day they attend. Permits are issued from the Racecourse Office.
- 10.5 You agree that all copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data shall be assigned to us on creation. If these Conditions are not sufficient to give effect to this assignment you will do all such things and execute all such documents as we may require transferring ownership of those rights to the Operator.
- 10.6 Unless specifically permitted by these Conditions, you shall not use mobile telephones or any other communications device whilst on the Racecourse to communicate with anyone outside the Racecourse for the purpose of or in connection with any betting.
- 10.7 You may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse Wi-Fi that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites. The full list of betting websites that the Operator agrees to make available to Attendees through the Racecourse Wi-Fi from time to time will be listed on the web page that Attendees will be automatically directed to when connecting to the Wi-Fi.
- 10.8 We reserve the right to confiscate any camera, video equipment, mobile telephone, radio and any telecommunications or other device (including computer similar equipment) and any media or device upon which any audio/visual content or data may be stored that is in your possession and delete any such content if we believe you have breached or are likely to breach this Condition 10.

### **11. Journalists, Publishing and Reporting**

You are not permitted to report on, broadcast or otherwise write any article about a race or fixture at the Racecourse. You will need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at the Racecourse.

### **12. Media Coverage and recording for promotional purposes**

All Attendees (which for the purposes of this condition includes horses and Attendees with children) are reminded that many races and fixtures are given coverage on television, radio and

in print and various other forms of media. By entering the Racecourse, you accept (for yourself and on behalf of any horse or children in your care) that you/they may appear in such coverage, which may also include printed or electronic material used for the promotion of the Racecourse.

Accordingly, you shall have no right to object to, or demand and any payment in respect of, your, your horse's or your children's inclusion in any such coverage whether produced by the Operator by third parties authorised by the Operator. Furthermore by entering the Racecourse you consent (for yourself and on behalf of any children in your care) to the passing of still or moving images of you/them to third parties authorised by the Operator for the purposes of the production of printed or electronic material to be used solely for the promotion of the Racecourse.

You acknowledge that, on request, you will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

### **13. Dogs**

- 13.1 Dogs are not permitted in any enclosure except for those required for disabled assistance.
- 13.2 Where dogs are permitted, they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.
- 13.3 To the extent we are legally able to do so, we reserve the right, if necessary, to force entry into a car to release animals which may be suffering.

### **14. Loss or Damage**

- 14.1 Any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be liable for any loss, injury or damage, howsoever caused, to any Attendee or their property.
- 14.2 Attendees must accept that, by its very nature, attending race meetings is not without risk. Attendees must therefore remain vigilant and exercise a reasonable degree of caution and care for themselves and those around them at all times.
- 14.3 Subject to Conditions 1.45 and 14.5, we shall have no liability for any indirect or consequential loss, damage, costs or expenses, any loss of profits, loss of opportunity or loss of revenue whether foreseeable or not.
- 14.4 Nothing in these Conditions shall limit or exclude our liability in respect of death or personal injury caused by our negligence or fraudulent act or omission or for any other liability which cannot by law be excluded or limited.
- 14.5 Nothing in these Conditions shall affect the statutory rights of any Attendee attending the Racecourse as a consumer.
- 14.6 You are responsible for any damage you cause (or a child in your care causes) to the Racecourse, any fixtures and fittings or goods or equipment owned by or in the possession of the Operator at the Racecourse and for any damage caused to the property of any other person or business present at the Racecourse.

## **15. Parking**

- 15.1 All vehicles parked or stored within the Racecourse and any land surrounding the Racecourse owned or controlled by the Operator are parked at the owner's risk and the Operator accepts no responsibility for such vehicles.
- 15.2 All vehicles must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of staff and other officials at the Racecourse. Vehicles must only be driven along routes and parked in areas specifically designated by the Operator. We reserve the right to require that any vehicle be moved, or to move any vehicle, if it is not parked in an area designated by the Operator or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

## **16. Abandoned or Delayed Racing and Other Events Affecting Racing**

- 16.1 Race fixtures and races may be abandoned at any time by the Operator or in accordance with directions from the British Horseracing Authority and any successor body, the police or other emergency services. Fixtures and races may also be delayed or abandoned in other circumstances beyond our reasonable control.
- 16.2 In the event of any fixture being abandoned, customers who have pre-purchased general admissions (Premier, Paddock, Course, Cars to Course, racecards) are entitled to receive a refund as follows:
- (a) Abandonment before completion of the 1st race – 100% refund.
  - (b) Abandonment before completion of the 3rd race – 50% refund.
  - (c) Abandonment thereafter the 3rd race – No refund.
- 16.3 In the event of any fixture being abandoned, customers who have pre-purchased White Rose Bistro Packages are entitled to receive a refund as follows:
- (a) Abandonment before Gates Open – 100% refund
  - (b) Abandonment before completion of the 1<sup>st</sup> race – 40% refund.
  - (c) Abandonment thereafter the 3rd race – No refund.
- 16.4 In the event of any fixture being abandoned, customers who have pre-purchased White Rose Restaurant Packages are entitled to receive a refund as follows:
- (a) Abandonment before Gates Open – 100% refund.
  - (b) Abandonment before completion of the 1<sup>st</sup> race – 35% refund.
  - (c) Abandonment thereafter the 3rd race – No refund.

16.5 In the event of any fixture being abandoned , customers who have pre-purchased Premier Plus Packages are entitled to receive a refund as follows:

(d) Abandonment before Gates Open – 100% refund.

(e) Abandonment before completion of the 1<sup>st</sup> race – 55% refund.

(f) Abandonment thereafter the 3<sup>rd</sup> race – No refund.

In the event of abandonment during racing, no refunds will be issued on the day. A message will be posted on the Operators website with full abandonment information which will be relayed via Public Address on the raceday.

16.6 In the event of abandonment prior to the raceday or prior to gates opening on the day of racing, the following refund procedures will be put into process for all who have purchased General Admission as follows:

(a) Wetherby Racecourse will automatically cancel all orders and automatically refund all purchases of Premier admissions, Premier Plus admissions, Paddock admissions, Course admissions, Cars to Course admissions and Racecard vouchers within 14 working days of the meeting. Advance purchasers will be notified by email when this has been actioned. Refunds will be made via the original payment method. Refunds are not applicable to booking fees.

(b) Wetherby Racecourse will automatically cancel all orders for White Rose Bistro and White Rose Restaurant packages to credit on account within 7 working days of the meeting, which can be used to transfer to an alternative fixture. Customers will be contacted to inform them when the credit has been actioned and can at this point request a refund if preferred. Credits and refunds are not applicable to booking fees.

16.7 Hospitality, Dining and Sponsorship packages will be subject 'to' Abandonment terms which are laid out in Section 4 of this document.

16.8 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing.

16.9 We give no guarantee that any race or race meeting will take place; nor do we give any representation or warranty concerning the nature or quality of any race or meeting which may be held at Wetherby Racecourse.

16.10 Save as provided above, we shall not be liable to any Attendee if and to the extent that any failure or omission by us results from any event beyond our reasonable control such as, but not limited to, war, acts of terrorism, civil disturbance, any order or act of a governmental or regulatory body, fire, flood, severe adverse weather conditions, labour dispute, lock-out, disease, epidemic or other circumstances concerning the healthcare or well-being of humans and/or animals.

16.11 It is responsibility of the Attendee to check whether a raceday has been cancelled or rescheduled and the date and time or any rescheduled race or raceday.

## **17. Payment Terms**

Ticket prices are inclusive of VAT. The Operator reserves the right to charge VAT (or any other applicable tax or levy) on any other services supplied including sponsorship and corporate hospitality.

## **18. Evacuations**

In the event of an emergency (bomb scare, fire hazard, etc.) all areas must be evacuated. Please listen to announcements over the public address system. Any emergency should be reported immediately to a member of staff at the Racecourse and/or the Racecourse Office.

## **19. Enforcement**

No failure or delay to enforce our rights under these Conditions, should be construed as a waiver of the Operator's right to do so.

## **20. Law**

These Conditions shall be governed by the laws of England and Wales. In the event of a dispute relating to these Conditions, any contract we have with you or any other claim you may have against the Operator (including in negligence) the courts of England and Wales shall have exclusive jurisdiction.

Published by :

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

Telephone: 01937 582035  
Email: [info@wetherbyracing.co.uk](mailto:info@wetherbyracing.co.uk)



**RACECOURSE GUIDANCE DOCUMENTS**

**SPECIAL TERMS AND CONDITIONS OF ENTRY TO WETHERBY RACECOURSE**

SECTION 2

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## **SPECIAL TERMS AND CONDITIONS OF ENTRY TO WETHERBY RACECOURSE**

**The following Special Conditions apply in addition to the Conditions to certain categories of Attendee. Most Attendees will not fall within any of the categories covered by the following Special 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 Special Conditions where specifically and expressly admitted to the Racecourse on the basis of one or more of the categories of Special Condition. An Attendee may, however, be admitted on the basis of more than one of the relevant categories. The provisions of these Special Conditions shall apply in preference to the relevant provisions of the Conditions. If a provision in these Special Conditions conflicts with a provision in the Conditions, these Special Conditions shall modify the Conditions solely to the extent necessary to give effect to the relevant Special Condition(s).**



## **SPECIAL CONDITIONS A - PARTICIPANTS IN RACING**

### **21. Scope of Special Conditions A**

- 21.1 These Special Conditions A apply to all Attendees who are actually involved in racing at a particular fixture whether as racecourse officials including but not limited to British Horseracing Authority officials, racehorse owners, trainers, jockeys, medical professionals, veterinary or other animal care or welfare professionals, assistants to any of the foregoing, stable staff, drivers or other Attendees fulfilling comparable roles directly related to the business of racing on the relevant day (**Racing Professionals**).
- 21.2 These Special Conditions A apply whether or not a Racing Professional Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

### **22. Applicable Conditions**

- 22.1 Where your entry to the Racecourse is by PASS Card you must show your PASS Card at the PASS entrance to collect your day badge allocation, which is non-transferable.
- 22.2 Where appropriate, your PASS Card and/or badge will entitle you to access to the owners' and trainers' facilities at the Racecourse, the Parade Ring and the Winners' Enclosure. Racing Professionals will be granted access to the different areas of the Racecourse depending upon the role of the relevant Racing Professional, as we determine.
- 22.3 All Attendees (which for the purposes of this condition also includes horses) are reminded that many races and fixtures are given coverage on television, radio and in print and various other forms of media. By entering the Racecourse Attendees are accepting they and/or their horse(s) may appear in such coverage which may also include printed or electronic material used for the promotion of the Racecourse.
- 22.4 Accordingly, Attendees shall have no right to object to, or demand any payment in respect of, their and/or their horse(s) inclusion in any such coverage whether produced by the Executive or by third parties authorised by the Executive. Furthermore, by entering the Racecourse each Attendee consents to the passing of still or moving images of them to third parties authorised by the Executive for the purposes of the production of printed or electronic material to be used solely for the promotion of the Racecourse.
- 22.5 Each Attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.
- 22.6 All Racing Professionals granted access to the Racecourse under these Special Conditions A must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse.

We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions A who does not Produce satisfactory evidence of such insurance on demand or within such period as we may determine.

## **SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES**

### **23. Scope of Special Conditions B**

- 23.1 We (and or our duly authorised agents and sub-licensees) may from time to time enter into agreements with third parties under which those third parties, their sub-contractors and licensees are permitted to enter the Racecourse for the purpose of producing still images or audio/visual/data coverage of races and fixtures and/or transmitting, broadcasting or otherwise distributing such coverage from the Racecourse (a **Third Party Media Agreement**). These Special Conditions B apply to all Attendees who are present on the Racecourse under the terms of a Third-Party Media Agreement or for purpose(s) equal or similar to those permitted by a Third-Party Media Agreement (**Media Attendees**).
- 23.2 These Special Conditions B apply whether or not a Media Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.
- 23.3 Subject to any special conditions that may be agreed in any Third Party Media Agreement or Racecourse accreditation all Media Attendees granted access to the Racecourse under these Special Conditions B must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Media Attendee admitted under these Special Conditions B who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

### **24. Your Rights**

- 24.1 Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 10. However, where Media Attendees are present on the Racecourse under the terms of a Third Party Media Agreement it is likely that the scope of the rights which the relevant third party enjoys in respect of, or to produce and exploit, audio/visual/data coverage of races and fixtures will be wider than that permitted under Condition 10.
- 24.2 To the extent that the rights granted under a Third-Party Media Agreement are wider than the rights granted under the General Conditions, including (but not limited to) Condition 10, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third-Party Media Agreement.
- 24.3 Please note, however, that save where we have expressly agreed otherwise in writing the rights granted a third party under a Third-Party Media Agreement will be personal to that third party. Accordingly, Media Attendees' rights to attend the Racecourse will be strictly as an employee or sub-contractor to the relevant third party and Media Attendees will not be entitled to exercise any rights to, or to produce and exploit, audio/visual/data coverage of races and fixtures on their own behalf or for any purpose other than that permitted under the relevant Third Party Media Agreement.

- 24.4 Media Attendees must comply with the terms of any applicable British Horseracing Authority Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA General Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

**25. Third Party Media Agreements to Prevail**

If and to the extent that there is any conflict between these Conditions and the terms of any Third-Party Media Agreement, the terms of the Third-Party Media Agreement shall prevail.

**SPECIAL CONDITIONS C - PHOTOGRAPHERS**

**26. Scope of Special Conditions C**

- 26.1 These Special Conditions C apply to all Attendees who have been granted an express licence by the Executive and who hold badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA to take photographs of races, fixtures and other activities on the racecourses (**Photographers' Accreditation**). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee, but these Special Conditions C apply to any press badges allocated by this or any successor body empowered by the RCA to do so.
- 26.2 Only those persons who attend the Racecourse holding a valid and subsisting Photographers' Accreditation (**Authorised Photographers**) will be entitled to enter the Racecourse on the basis of these Special Conditions C.
- 26.3 Without prejudice to Condition 26.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

**27. Special Conditions for Holders of Photographers' Accreditation**

- 27.1 In these Special Conditions C the following words and expressions shall have the following meanings:
- (a) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- (b) **Newspaper** and **News Magazine** mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.
- (c) **Photograph** means any still visual image, or information capable of being converted into a still visual image, (whether such still visual image is in physical, negative or digital form or any other form of electronic storage of whatever nature and whether existing now or invented in the future) but shall specifically exclude any moving images, digital sequencing or audio in any form.

- (d) **Publish** means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).
- 27.2 All Authorised Photographers granted access to the Racecourse under these Special Conditions C must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions C who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.
- 27.3 Authorised Photographers must wear any form of identification issued by us to identify them as Authorised Photographers and will return any such identification upon request.
- 27.4 Save as we may expressly agree otherwise in writing from time to time, Authorised Photographers must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.
- 27.5 Authorised Photographers will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions C.
- 27.6 Authorised Photographers will only Publish Photographs:
- (a) in a Newspaper or News Magazine or other relevant websites approved by the Executive in writing; or
  - (b) as a reproduction on the Internet of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or News Magazine in which the Photograph is actually Published. A Photograph must only be made available on the Internet subject to terms which incorporate clear and legally binding provisions prohibiting:
    - (i) the reduction of any Photograph to hard copy form; and/or
    - (ii) the Publication of any Photograph except in order to enable it to be viewed on the relevant Internet website or service.

We acknowledge that Newspaper and News Magazine versions of a Photograph may be published at different times to Internet website versions of the same Photograph and that the different versions may therefore not be identical.

- 27.8 Authorised Photographers must comply with the terms of any applicable British Horseracing Authority Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA General Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.
- 27.9 Authorised Photographers may not attach cameras to any marker posts (including winning post and furlong markers).

## SPECIAL CONDITIONS D - PRESS

### 28. Scope of Special Conditions D

- 28.1 These Special Conditions D apply to all Attendees who hold press accreditation from the Executive or press badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA other than on-course bookmakers' representatives (**Press Accreditation**). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee, but these Special Conditions D apply to any press badges allocated by this or any successor body empowered by the RCA to do so.
- 28.2 Only those persons who attend the Racecourse holding a valid and subsisting Press Accreditation (**Authorised Journalists**) will be entitled to enter the Racecourse on the basis of these Special Conditions D.
- 28.3 Without prejudice to Condition 28.2, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

### 29. Special Conditions for Holders of Press Accreditation

- 29.1 In these Special Conditions D the following words and expressions shall have the following meanings:
- (a) **Article** means any composition or fixture report created at the Racecourse about a race or fixture or about any person involved in any race or fixture, whether for immediate, simultaneous or delayed publication or other distribution.
  - (b) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
  - (c) **Mobile Text Service** means a service, whether free or pay, via which text only (that is, no audio/visual content whatsoever) versions of Articles are distributed using mobile telecommunications technologies such as GPRS and 3G to devices which are capable of two-way communications of data and voice and intended for use while the user is in motion.
  - (d) **Newspaper** and **News Magazine** mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.
  - (e) **Publish** means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).

- 29.2 Authorised Journalists shall produce satisfactory evidence of their Press Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when asked to do so.
- 29.3 All Authorised Journalists granted access to the Racecourse under these Special Conditions D must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions D who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.
- 29.4 Authorised Journalists must wear any form of identification issued by us to identify them as Authorised Journalists and will return any such identification upon request.
- 29.5 Save as we may expressly agree otherwise in writing from time to time, Authorised Journalists must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.
- 29.6 Authorised Journalists will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions D.
- 29.7 Authorised Journalists will only Publish Articles:
- (a) in a Newspaper or News Magazine or other relevant websites approved by the Executive in writing; or
  - (b) as a reproduction on the Internet or a Mobile Text Service of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or News Magazine in which the Article is actually Published. The terms upon which any Article is made available on an Internet website, or a Mobile Text Service must incorporate clear and legally binding provisions prohibiting:
    - (i) the reduction of any Article to hard copy form; and/or
    - (ii) the Publication of any Article except in order to enable it to be viewed on the relevant Internet website or Mobile Text Service.

We acknowledge that Newspaper and News Magazine versions of an article may be published at different times to Internet website or Mobile Text Service versions of the same Article and that the different versions may therefore not be identical.

- 29.8 Authorised Journalists will not Publish any statistics or other information for commercial exploitation as a data service (including but not limited to any of those items of racing data referred to in Conditions 10.1 and 10.2).
- 29.9 Authorised Journalists are not permitted to take photographs in any area that would otherwise require photographers accreditation, nor, live stream or make other audio/visual records of any race, fixture or other activity on any area of the Racecourse

unless they have also been permitted access to the Racecourse as Authorised Photographers under Special Conditions C or are otherwise permitted to do so under the terms of a Third Party Media Agreement and Special Conditions B.

- 29.10 Authorised Journalists must comply with the terms of any applicable BHA General Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.
- 29.11 Authorised Journalists can only use the Press Room or other press facilities when working. Only Authorised Journalists may enter the press room. No associates or family members may be brought into the Press Room.

## **SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF**

### **30 Scope and Duration of Special Conditions E**

- 30.1 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse. This includes Bookmakers (as defined in paragraph 30.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.
- 30.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.
- 30.3 These Special Conditions E shall take effect on 1 January 2016.
- 30.4 We shall provide at least 3 months' notice of our intention to make any material change to these Special Conditions E and before making any such material change shall consult with the Bookmakers. Full details of any material change shall be made available via our Nominated Contractor's website not less than 2 weeks before such material change comes into effect.
- 30.5 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

#### **Bookmakers and Staff**

- 30.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:
- 30.6.1 the holders of a general betting operating licence; and
- 30.6.2 Any person employed by the holder of a general betting operating licence under a written contract of employment and named on the general betting operating licence of their employer.

For the purposes of these Special Conditions E, this category of Attendees shall be known as **Bookmakers**.

**Staff** means any employee or other person engaged by a Bookmaker to provide or assist with the carrying out of bookmaking activities on behalf of the Bookmaker, but who does not accept or lay off bets.

- 30.7 These Special Conditions E apply to all Bookmakers and Staff whether or not they hold any other badge, PASS Card or other entitlement to enter the Racecourse.

#### **IMPORTANT NOTE TO BOOKMAKERS**

- 30.8 Nothing in these Special Conditions E:

- 30.8.1 Shall require us to admit to the Racecourse any Bookmaker or Staff who has or in our reasonable opinion is likely to commit an offence, a breach of these Special Conditions E or behave in an unacceptable manner.
- 30.8.2 Shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (including the Existing Betting Ring) to the exclusion of us or any others who are from time to time entitled.

### **31 Special Conditions for Bookmakers**

#### **Definitions**

- 31.1 In these Special Conditions E the following words and expressions shall have the following meanings:
- 31.1.1 **Betting Area** means any area of the Racecourse that we have designated as a betting area or we otherwise make available to Bookmakers to carry out bookmaking activities from time to time.
- 31.1.2 **Betting Badge** means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse.
- 31.1.3 **Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Betting Areas.
- 31.1.4 **Betting Ring Manager** means our authorised representative or contractor responsible for ensuring the proper and orderly admission and conduct of Bookmakers and Staff in the Betting Areas.
- 31.1.5 **Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter a Betting Area on a raceday
- 31.1.6 Existing Betting Ring means any Betting Area established and in use on or prior to 31 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as of 31 August 2007
- 31.1.7 Identification Card means a valid photographic identification card issued by our Nominated Contractor in accordance with such procedures as us



Nominated Contractor may issue from time to time.

31.1.8 **Identification Papers** means:

- (a) either:
  - (i) a copy of the Bookmaker's general betting operating licence; or
  - (ii) in the case of an employee of a Bookmaker who wishes to accept bets, a copy of the employer's general betting operating licence or, in the case of a large-scale operator, a staff identification card; or
- (b) photographic identification being either a passport, driving licence incorporating a photograph; and
- (c) a Certificate of Discharge of liabilities from the Horserace Betting Levy Board (or appropriate exemption); and
- (d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate.

31.1.9 **New Betting Area** means any Betting Area established on or after 1 September 2007 which includes temporary areas for fixtures not authorised under a Certificate of Approval as of 31 August 2007.

31.1.10 **Nominated Contractor** means the contractor nominated by us from time to time to issue Identification Cards.

#### **Admission to the Betting Areas**

31.2 Bookmakers may only receive and take bets in those areas of the Racecourse that we have designated as Betting Areas. Any Bookmaker who takes or receives bets or whom we reasonably believe is likely to take or receive bets in any other part of the Racecourse without our prior approval shall be refused entry or ejected from the Racecourse (as appropriate).

31.3 Entry to any Betting Area at a Racecourse shall be limited to:

31.3.1 Bookmakers who have entered into a licence with the Executive or the Racecourse owner (as applicable).

31.3.2 Staff who have paid the admission fee.

31.3.3 Bookmakers who have paid all applicable fees, including the admission fee and hold a valid Betting Badge for that raceday.

31.3.4 Bookmakers who make their Identification Card or Identification Papers available at the Badge Box for inspection on entry to the Racecourse.

31.3.5 Bookmakers who pay the Betting Administration Fee at the Badge Box; and

31.3.6 The Bookmaker Number for the relevant betting area on that particular raceday.

31.4 Any Bookmaker shall be permitted to apply to the Nominated Contractor for an Identification Card in accordance with the Executive's procedures, as amended from time to time.

31.5 In addition to our rights to refuse entry to or remove any Attendee under the General Conditions, we reserve the right to refuse entry to or to remove:

31.5.1 Any Bookmaker who fails to present or make available for inspection their Identification Card or Identification Papers when requested to do so by us, our officials or the Betting Ring Manager; or

31.5.2 Any Bookmaker or Staff who has breached, or whom we, our officials or the Betting Ring Manager reasonably believe is likely to breach, any of these Special Conditions E in any other way. This may include circumstances where a Bookmaker or Staff has been refused entry to, removed from or been subject to any other action by another racecourse because of a breach or likelihood of breach of Special Conditions E.

#### **Conduct in the Betting Areas**

31.6 All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E must:

31.6.1 Hold and maintain comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they become liable as a result of any loss or damage which they cause whilst present on the Racecourse.

31.6.2 comply with:

- (a) The Rules of Racing.
- (b) our instructions and the reasonable instructions given by our staff, our officials and the Betting Ring Manager.
- (c) all applicable laws and regulations which may apply to oncourse bookmaking from time to time and all guidelines and codes of conduct which may be issued pursuant to such laws and regulations.
- (d) Provide to the Executive all and any information as the Executive may request relating to the bookmaking activities carried out by or on behalf of the Bookmaker on the Racecourse within 14 days of such request.

31.6.3 not indulge in or be associated in any way with any practice that has, or might have, the effect of distorting artificially the betting market or starting price for any race whether by offering false prices on any horse or any other means.

- 31.7 In particular, all Bookmakers and Staff (where appropriate) must:
- 31.7.1 Price up the odds on offer at least ten minutes before the scheduled time of a race on which he or she proposes to bet.
  - 31.7.2 Prominently display (i.e., this should not be obscured in any way and should be within the direct eye line of the customer) the place terms if betting each-way.
  - 31.7.3 prominently display (i.e., This should not be obscured in any way and should be within the direct eye line of the customer) a fair exchange rate if accepting and/or paying out bets in differing currencies.
  - 31.7.4 conduct bookmaking activities from a stand and equipment (including display boards) known as a joint that is compliant with the specification agreed by the RCA and NAB, ARB and RBA from time to time.
  - 31.7.5 ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint.
  - 31.7.6 keep equipment used in the course of his or her business (including the joint and surrounding areas) in a clean, tidy and safe condition, free from clutter. All boxes not stored in the joint must be removed from the betting area at least thirty minutes before the scheduled time of the first race.
  - 31.7.7 Ensure that umbrellas used by the Bookmaker and his or her Staff are lowered at or before the start of any race and that umbrellas are kept lowered until the last horse racing has passed the winning post unless agreed otherwise by our official or nominated representative.
  - 31.7.8 conduct his or herself and ensure that his or her Staff conduct themselves in a proper and seemly manner at all times and conduct business with customers and other authorised personnel in a polite and helpful manner; and
  - 31.7.9 comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday.
  - 31.7.10 where accepting each-way bets, ensure the terms shall be or shall be better, i.e. more favourable to the customer, than:
    - (a) for races with fewer than 3 runners – all to win.
    - (b) for races with 3 or 4 runners – all to win. Where a bookmaker wishes to depart from this default position, he may offer place terms for 3 or 4 runners this must be at 1/5 odds a place 1-2.
    - (c) for races with 5-7 runners (inclusive) – 1/4 odds on place 1-2.
    - (d) for races with 8 or more runners – 1/5 odds on place 1-2-3.
    - (e) for handicap races with 12-15 runners (inclusive) – 1/4 odds on place 1-2-3.

(f) for handicap races with 16-21 runners (inclusive) 1/5 odds on place 1-2-3-4; and

(g) for handicap races with 22 or more runners – 1/4 odds on place 1-2-3-4,  
and shall comply with Condition 31.7.2 above regarding the prominent display of terms.

31.8 No Bookmaker shall dismantle his or her joint or leave the Betting Area until ten minutes after the weighed-in signal has been given in respect of any race on which he or she has an unsettled cash claim in respect of any bet at any Meeting. If, following that period, the Bookmaker has an unsettled cash claim outstanding he or she shall leave with the Betting Ring Manager:

31.8.1 the amount due to the winning customer.

31.8.2 full details of the terms of the bet.

31.8.3 details of the receipt number.

31.9 Any betting dispute that a Bookmaker is unable to resolve must be notified to the Betting Ring Manager without delay.

31.10 Unless otherwise displayed prominently, all Bookmakers shall use Tattersalls Committee as their independent third-party dispute resolution service.

#### **Identification Cards**

31.11 Neither the Executive nor any Nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Executive's opinion fails to satisfy such criteria as either the Executive or our Nominated Contractor set out in its application procedures from time to time. The Executive and our Nominated Contractor may impose such conditions as we consider fair and reasonable. The Executive and our Nominated Contractor may require any application for an Identification Card to be accompanied by and/or require the holder of an Identification Card to provide within a reasonable period upon request:

31.11.1 evidence of the applicant's identity and compliance with section 92 Gambling Act 2005 which may include a general betting operating licence, passport, driving licence or such other documentation as the Executive deems appropriate.

31.11.2 a Certificate of Discharge of liabilities from the Horserace Betting Levy Board.

31.11.3 evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as the Executive deems appropriate.

31.11.4 a fee to cover the administrative costs of processing the application and issuing the Identification Card.

31.11.5 any other information or documentation as the Executive considers necessary.

- 31.12 Identification Cards are non-transferrable and may not be sold, offered for sale or otherwise transferred to any person. Identification Cards remain the property of the Executive at all times and the Executive reserves the right to require the immediate return of Identification Cards.
- 31.13 If an Identification Card is lost or stolen the Bookmaker must notify our Nominated Contractor immediately of such loss or theft. Neither our Nominated Contractor nor the Executive have any obligation to automatically replace any lost or stolen Identification Card and may require the Bookmaker to submit a new application. If our Nominated Contractor or the Executive decides to replace a lost or stolen Identification Card, it may charge a fee to do so.
- 31.14 The Bookmaker acknowledges and agrees that the Bookmaker is responsible for ensuring that it holds a valid general betting operating licence from the Gambling Commission authorising the Bookmaker's activities on the Racecourse.
- 31.15 Notwithstanding Special Condition 31.14, the Bookmaker shall promptly notify the Executive in writing upon becoming aware of any fact or event that affects the status of the Bookmaker's general betting operating licence. This would include a change to the corporate status of the Bookmaker (for example, converting from a partnership to a company, from a sole trader to a partnership or company, or vice versa). In addition, the bookmaker shall promptly notify the Executive in writing of a change to the Bookmaker's trading name or a change of the Bookmaker's trading address.

#### **Breach of Special Conditions E**

- 31.16 In addition to our rights to remove Attendees under the General Conditions of Entry, we reserve the right to remove from the Racecourse any Bookmaker or Staff who:
- 31.16.1 has or is likely to commit an offence.
- 31.16.2 has or is likely to commit a breach of these Special Conditions E.
- 31.16.3 behaves or is likely to behave in an unacceptable manner or unruly manner  
Or in a manner likely to cause offence to other Attendees.
- 31.17 If the Executive removes a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of staff which gave the Executive a right to remove or refuse entry to a Bookmaker, we shall, at our sole discretion, decide whether any action shall be taken against the Bookmaker or member of Staff. Such action may include a restriction prohibiting the Bookmaker or member of Staff from entering the Racecourse and/or Betting Area either indefinitely or for such period of time as we deem appropriate.
- 31.18 Bookmakers shall be fully liable and responsible for the conduct and actions of their Staff. Any breach of the General Conditions or these Special Conditions E by any Staff engaged by a Bookmaker shall be treated and be liable to incur the same penalties as if it were a breach by the Bookmaker him or herself.
- 31.19 We shall not have any liability or responsibility for any loss, damage or any other harm suffered or incurred by any Bookmaker or Staff arising from the

admission, non-admission or expulsion of any Bookmaker or Staff from the Racecourse or the Betting Area.

- 31.20 Any failure or delay by us, our officials or our Betting Ring Manager to insist upon strict observance of these Special Conditions E or to exercise our rights under these Special Conditions E or at law shall not be construed as a waiver of our rights and shall not prevent us from exercising any of our rights under these Special Conditions.

## F. SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS

### 32 Scope of Special Conditions F

- 32.1.1 These Special Conditions F apply to all Attendees who are not permitted to enter the Racecourse under any of the other Special Conditions but who have been permitted by the Executive to carry on a trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse which would otherwise be prohibited by Condition 7.
- 32.1.2 Only those Attendees who have been granted express written permission by us to enter the Racecourse on the basis of these Special Conditions F (a **Commercial Authorisation**) shall be entitled to do so (**Authorised Commercial Attendees**). All Attendees wishing to obtain Commercial Authorisation must apply to us well in advance of the date of the fixture on which they wish to carry on a commercial or promotional activity. We shall be entitled to take a reasonable period to assess and respond to any such request and to negotiate and agree the terms of any Commercial Authorisation.
- 32.1.3 These Special Conditions F apply whether or not an Authorised Commercial Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

### 33 Entitlement to Carry on a Trade, Advertise, Distribute Leaflets and Conduct other Commercial or Promotional Activities

- 33.1 We will grant all Commercial Authorisations in writing. Only written Commercial Authorisations will be valid and binding upon us.
- 33.2 All Authorised Commercial Attendees must produce satisfactory evidence of the Commercial Authorisation upon demand. We reserve the right to refuse entry to, or to expel, any Authorised Commercial Attendee who does not produce such evidence when asked to do so.
- 33.3 All Authorised Commercial Attendees granted access to the Racecourse under these Special Conditions F must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions F who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

- 33.4 Authorised Commercial Attendees must wear any form of identification issued by us to identify them as Authorised Commercial Attendees and will return any such identification upon request.
- 33.5 Authorised Commercial Attendees may only carry on the commercial activity expressly referred to in the relevant Commercial Authorisation and no other commercial activity. We reserve the right to limit the physical areas on the Racecourse where an Authorised Commercial Attendee may carry on commercial activity and to specify the times at which he or she may do so. We further reserve the right to make changes to the scope and other terms of any Commercial Authorisation where reasonably required for the smooth and safe operation of the Racecourse and to minimise disruption or annoyance to other Attendees.
- 33.6 Where we require Authorised Commercial Attendees to do so, you will demonstrate the trade and/or provide samples of the products, leaflets, advertising or other commercial or promotional materials you wish to distribute at the Racecourse. Where we grant a Commercial Authorisation to carry on a particular trade or distribute a particular product or material the relevant Authorised Commercial Attendee will ensure that the actual trade, product or material will conform with any demonstration or sample you have provided to us in advance. We shall be entitled to refuse entry to, or to expel, any Attendee where this requirement is not met.
- 33.7 All trades and other commercial or promotional activities carried on at the Racecourse on the terms of any Commercial Authorisation shall be carried on at the risk and liability of the relevant Authorised Commercial Attendee. We shall have no liability for any such trade, commercial or promotional activity. However, we shall be entitled to require an Authorised Commercial Attendee to reimburse us on an indemnity basis for any losses, liabilities, costs, claims or expenses we suffer or incur as a result of or in connection with any trade, commercial or promotional activity carried on by that Authorised Commercial Attendee.

## ANNEX

### BHA Instructions Relevant to Media

1. The attention of all Members of the Media is drawn to the BHA Instruction No. 5.2(2), namely:
  - 1.1 Photographers may not position themselves on the racing surface or on or above the take-off or landing side of a fence or hurdle and are to remain on the outside of any running rail  
  
Note: For Jump Racing the surface is deemed as the course in use for the particular race (for example, the hurdles or chase course). This also includes any bypass of a hurdle or fence, whether it is in use or not. For Flat racing, all photographers must be behind a running rail.
  - 1.2 Photographers must not stand behind any wing of a fence or hurdle or protrude a camera through any part of a wing or stand between a double rail.
  - 1.3 No remote cameras are to be attached to any wing or a fence or hurdle
  - 1.4 No remote cameras are to be placed on the take-off side of a fence or hurdle, except in a ditch or behind or in the wing on the non-bypass side. Remote cameras may be positioned on the landing side of a fence (not hurdle) within and no further than six inches from the base of fence frame.
  - 1.5 Tripods and ladders must not be used before or for 30 yards after a fence or hurdle on the side of the rail marking the layby of that fence or hurdle. The top step/platform of the ladder must not be higher than the running rail.
  - 1.6 For Flat racing, ladders can only be used after the winning post (except in areas open to the public) and behind a double running rail or five yards back from a single running rail.
  - 1.7 Photographers using a ladder must remain static on the ladder until all runners have gone past the site of the ladder.
  - 1.8 Camera support spikes and mini tripods may be used but must be behind the line of the running rail upright.
  - 1.9 Photography inside the winners' enclosure is to be restricted to those who are authorised by the Racecourse Association or Managing Executive (unless other accreditation arrangements are in place).
  - 1.10 Photography is not to take place in the saddling boxes or the parade ring except with permission from the Managing Executive.
  - 1.11 Photography is not to take place in the Weighing Room, except with permission from the BHA. Photography is not to take place in the Official Racecourse Stables, except with prior permission from the BHA. Such permission will only be granted in



exceptional circumstances. Permission will not be granted for requests made on the day of racing.

- 1.12 Flash photography of horses is not permitted. Flash photography may be allowed in specific areas or in adverse light conditions, with permission of the Racecourse Executive.
- 1.13 Photography of on-going medical or veterinary treatment is not permitted. Specific examples where photography is not considered acceptable, although the list is not exhaustive, include horses or riders undergoing treatment when screens have been erected, the interior of an ambulance when a patient is on board and inside designated treatment areas for both humans and equines.
2. Filming on the Racecourse is subject to contractual arrangements being in place prior to the raceday. Advance contact should be made with the racecourse managing executive to arrange the necessary accreditation.
3. The attention of all television and radio broadcasters is drawn to the BHA Instruction No. 5.1, namely:
  - 3.1 Filming or radio interviews are not to take place on racedays in the following designated integrity areas without the prior permission of the BHA:

Weighing Room complex (to include Weighing Room, Stewards' Room and Jockeys' Changing Rooms) However, if the Managing Executive agrees, a mini- camera with an effects microphone may be installed in the Weighing Room itself without permission of the BHA, providing that the Stipendiary Steward and the Clerk of the Scales are informed beforehand:

Sampling Unit

Racecourse Stables (once BHA's security provision is in force) Judges' Box,

Stewards' Viewing Boxes

The Start.
  - 3.2 If broadcasters wish to use any of these areas for filming etc, racecourses should refer broadcasters to the Communications and Promotions Department at BHA's Head Office (telephone no: 020 7152 0162), who will inform both the racecourse and the appropriate BHA Officials of the decision. Officials will not allow filming to take place in designated integrity areas unless authorised beforehand by the PR Department. If an urgent situation requires it, this authority may be obtained on the day by telephone.
  - 3.3 The sitting of television cameras and the activities of broadcasters in all other areas of the Racecourse are matters to be decided by the managing executive, who must always take into account safety, the smooth running of the meeting and ensure compliance with the requirements of paragraphs 3.5 - 3.12 (shown below).
  - 3.4 If BHA Officials consider that the activities of television crews in these areas are a threat to safety, the smooth running of the meeting or contravene paragraphs 3.5- 3.12 below they will immediately inform the managing executive who will deal with the situation without delay in line with the requirements in paragraph 3.3

Such activities would include:

Distracting horses or riders whilst racing or on the way to the start

Prejudicing safety in the Parade Ring, Winners Enclosure or between these areas and the racecourse

Holding up jockeys before the start of a race, or delaying them unduly from returning to weigh in

Note: These examples are not exhaustive, and other circumstance may pose a threat to safety or the smooth running of the meeting.

- 3.5 The proposal to introduce any new type of tracking camera must first be cleared for safety by television companies with the BHA Racing Department.
- 3.6 Also, in the interests of safety, tracking cameras must travel no less than ten yards from the side of the course or, if this is impossible no less than 50 yards in front of the leading horse. Vehicles carrying these cameras must be careful to avoid rapid acceleration or deceleration.
- 3.7 Any mobile camera designed to be carried by horse or rider must be authorised by the BHA. A protocol for its use will then be developed by the BHA with racing's associations and the television companies.
- 3.8 Cameras at the start are not to be placed in such position that they will upset the horses or impede the starting procedures.
- 3.9 If cameras are positioned at the winning line, they must be sited so as not to interfere in any way with the photo finish mirror or the integrity cameras. They must also not be attached to either the winning post or any marker post. Where facilities for cameras are limited, the integrity cameras must be given priority.
- 3.10 Broadcast cameras must not restrict the view of the Racecourse Stewards, BHA Officials or integrity cameras.
- 3.11 The sitting of any cameras which encroach onto the track (for example overhead or in a fence etc) is to be agreed beforehand with the Inspector of Courses and the Racecourse Department.
- 3.12 Filming of ongoing medical or veterinary treatment is not permitted. Specific examples where filming is not considered acceptable, although the list is not exhaustive, include horses or riders undergoing treatment when screens have been erected, the interior of an ambulance when a patient is on board, and inside designated treatment areas for both humans and equines without prior permission from the Communications Department.



SUPPLEMENTARY TERMS & CONDITIONS OF ENTRY TO WETHERBY RACECOURSE – COVID-19

SECTION 3

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## **SUPPLEMENTARY CONDITIONS – COVID-19 (Code of Conduct)**

### **SECTION 3**

The following Supplementary Conditions – COVID-19 (the “COVID 19 Supplementary Conditions”) have been agreed by the British Horseracing Industry and supplements the Terms and Conditions of Entry to the Racecourse, including any applicable Special Conditions (the “Entry Contract”).

The COVID 19 Supplementary Conditions should be read in conjunction with the Entry Contract. However, if any provision in the COVID 19 Supplementary Conditions conflicts with a provision in the Entry Contract, the COVID 19 Supplementary Conditions shall take precedence and shall modify the Entry Contract to the extent necessary to give effect to the relevant provision of the COVID 19 Supplementary Conditions.

Unless stated otherwise, any terms used in the COVID 19 Supplementary Conditions shall have the meanings given to them in the Entry Contract.

The COVID 19 Supplementary Conditions will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review the COVID 19 Supplementary Conditions each time they attend the Racecourse.

#### **1. COVID 19 Supplementary Conditions**

All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall be deemed to have accepted, and agree to comply with, the COVID 19 Supplementary Conditions. Attendees are admitted to the Racecourse strictly subject to the COVID 19 Supplementary Conditions. There are no exceptions.

#### **2. All Attendees**

- 2.1 All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall:
1. comply with all current Government requirements and guidance regarding COVID-19.
  2. prior to attending and being given access to the Racecourse, comply (at the Attendee’s own cost) with any health checks required at the time of attendance by the Government, any Local Authority, the BHA, the Operator and/or any other relevant authority and the Operator reserves the right to require Attendees to provide proof of their compliance with, or exemption from, such requirements.
  3. observe all social distancing protocols and wear any PPE (such as masks or other face coverings) in accordance with the Government guidance in place at the time.
  4. maintain personal hygiene including, but not limited to, by regularly washing their hands, using hand sanitiser, avoiding touching their face and observing coughing and tissue etiquette.

5. only use any hand sanitiser, disinfectant wipes or other personal hygiene products made available at the Racecourse for the purpose for which they have been provided and shall not remove these from the locations in which they are provided.
6. follow all racecourse signage and the instructions of staff, officials, the police or other emergency services present at the Racecourse at all times.
7. only attempt to access those areas for which they are entitled under their Ticket; and
8. comply with the Rules of Racing.

### **3. Attendees Entering the Racecourse other than as a Private Individual**

3.1 In addition to complying with Section 2, all Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) in any capacity other than as a private individual, shall:

1. comply with any training requirements required by the BHA and/or Operator prior to being given access to the Racecourse.
2. use, in the correct manner, any PPE identified as appropriate to their role.
3. wear required accreditation at all times.
4. only attempt to access those areas of the Racecourse for which they are accredited, and, in any event, the Attendee shall not enter any area of the Racecourse unless reasonably necessary for fulfilment of their role.
5. follow the instructions of all members of the Racecourse Executive and BHA Officials (including but not limited to the COVID-19 Officers).
6. maintain responsibility for disinfection of their own equipment in line with agreed procedures.
7. comply with all changes to operating procedures relevant to their role; and
8. leave the Racecourse immediately after the last race, or when the Attendee has completed their duties.

### **4. Breaches of the COVID 19 Supplementary Conditions**

4.1 Any breach of the COVID 19 Supplementary Conditions will be reported to the Operator and the BHA Stewards. There will be a zero-tolerance approach to breaches of the COVID 19 Supplementary Conditions. In the event of any breach by an Attendee, in addition to any applicable sanctions set out in the Entry Contract:

1. the Operator (with the full support of the Racecourse Managing Executive and BHA Stewards) may immediately remove the Attendee from the Racecourse, regardless of the Attendee's role or status.

2. the BHA Stewards may take regulatory action against the Attendee in line with the powers available to them; and
  3. the Attendee acknowledges that they may be liable to sanction from their employer or any organisation that is responsible for them.
- 4.2 Any individual who is ejected from the Racecourse for breaching the COVID 19 Supplementary Conditions may be unable to attend a fixture at the Racecourse or any other racecourse until further notice.
5. **Fixtures Cancelled or curtailed in relation to COVID-19**
- 5.1 In the event that a fixture for which you have a Ticket (other than a Badge or PASS Card) is cancelled due to legislation, government guidance or any other public health measures introduced to restrict the spread of COVID-19, you shall be entitled to a full refund for the price of your Ticket (including any relevant handling or booking fee).
  - 5.2 To obtain a refund, the Ticket holder should send their Ticket with full address details, within 3 months of the date of the fixture to: Wetherby Racecourse, York Road, Wetherby, LS22 5EJ OR we will contact the Ticket holder using the contact details provided with their booking to arrange a refund. Refunds will be issued to the original payment method.
  - 5.3 In the event that a fixture for which you have a Ticket is significantly curtailed or limited due to legislation, government guidance or any other public health measures introduced to restrict the spread of COVID-19, we may cancel your booking and you shall be entitled to a full refund for the price of your Ticket (including any relevant handling or booking fee).
  - 5.4 For the avoidance of doubt, in the event that it is necessary to cancel or refund your booking, the Racecourse shall not be liable for any additional or consequential costs that you may have incurred in relation to the booking.
- Note: in the unlikely event that a fixture starts, but is then abandoned due to Covid-19, any refunds will be dealt with pursuant to the racecourse's existing refunds policy for abandoned fixtures
6. **Customer Cancellation in relation to COVID-19 – Updated March 2022**
- 6.1 In the event that you are unable to attend a fixture for which you have a Ticket (other than a Badge or a PASS Card) because at the time of the fixture you are required by law or government guidance to be in self-isolation due to COVID-19, you shall be entitled to either:
    1. a full refund for the price of your Ticket (including any relevant handling or booking fee); or
    2. re-arrange your booking for a future fixture at no extra cost (save where the price of an equivalent Ticket for the future fixture is higher than the price of your existing Ticket, in which case, you may be asked to pay the difference).

- 6.2 In the event that self-isolation is no longer a government mandated requirement, then Wetherby Racecourse will discuss Covid cancellation on an individual basis and may be able to re-arrange your booking for a future fixture, in accordance with 6.1 (above)
- 6.3 In the event of Covid cancellation, the Ticket holder should contact us at [info@wetherbyracing.co.uk](mailto:info@wetherbyracing.co.uk) or telephone us on 01937 582035. Please note, the Ticket holder must contact us prior to the start of the relevant fixture, and we may request that the Ticket holder provides evidence to show, to our reasonable satisfaction, that you were unable to attend the fixture pursuant to 6.1 (above) before we agree to process your refund or re-arrange your booking. Refunds will be issued to the original payment method.



ADDITIONAL TERMS & CONDITIONS OF ENTRY TO WETHERBY RACECOURSE

SECTION 4

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## **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:-
  - 1.2.1.1 Via Wetherby Racecourse website – [www.wetherbyracing.co.uk/terms-conditions/](http://www.wetherbyracing.co.uk/terms-conditions/)
  - 1.2.1.2 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.
- 9.1.8 "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:-

<b>Event Date</b>	<b>Final Numbers by 12noon</b>
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 Customers 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 the time that Gates Open on the day of racing, the customer will receive a full refund on the total package price paid. Alternatively, the customer may choose to transfer their booking to another fixture date.

9.7.3 If abandonment takes place after the time that Gates Open but before the first race, all meals will be served, and the customer will be receiving a 25% refund of the total package price paid. Catering enhancements, finishing touches, drinks packages or staff charges (if applicable) will still be charged for at full price.

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 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.

- 9.7.6 If a Race Sponsorship Package has been included within a hospitality order then the full refund of the sponsorship fee will be applicable, if the customers sponsored race does not run. Any monies paid for items associated with the sponsored race, eg. Branding, mementoes, memorial presentations etc will not be refunded.

## **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.

## **9.10 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.

Wetherby Steeplechase Committee Ltd, The Racecourse, Wetherby, West Yorkshire, LS22 5EJ  
Tel: 01937 582035 Email: [hospitality@wetherbyracing.co.uk](mailto:hospitality@wetherbyracing.co.uk) [www.wetherbyracing.co.uk](http://www.wetherbyracing.co.uk)

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