



**IN THE HIGH COURT OF JUSTICE  
THE BUSINESS AND PROPERTY COURTS  
OF ENGLAND AND WALES  
BUSINESS LIST (Ch D)**

Case No. BL-2023-000713

BL-2023-000713

**MASTER TEVERSON (sitting in retirement)  
20 APRIL 2024**

**BETWEEN:**

**JOCKEY CLUB RACECOURSES LIMITED**

**Claimant/Applicant**

**and**

- (1) MR DANIEL FRANK PETER KIDBY**
- (2) PERSONS UNKNOWN ENTERING THE AREA DESCRIBED BELOW AS THE “RACE TRACK” ON THE DAY OF A “RACING FIXTURE”, EXCEPT AT “CROSSING POINTS” WITH “AUTHORISATION”, AS DESCRIBED BELOW**
- (3) PERSONS UNKNOWN ENTERING AND/OR REMAINING ON ANY “CROSSING POINTS” WITHOUT “AUTHORISATION” ON THE DAY OF A “RACING FIXTURE”, AS DESCRIBED BELOW**
- (4) PERSONS UNKNOWN ENTERING THE AREA DESCRIBED BELOW AS THE “PARADE RING” WITHOUT “AUTHORISATION” ON THE DAY OF A “RACING FIXTURE”, AS DESCRIBED BELOW**
- (5) PERSONS UNKNOWN ENTERING AND/OR REMAINING ON ANY PART OF THE AREAS DESCRIBED BELOW AS THE “HORSES’ ROUTE TO THE PARADE RING” AND/OR THE “HORSES’ ROUTE TO THE RACE TRACK” WITHOUT “AUTHORISATION” ON THE DAY OF A “RACING FIXTURE”, AS DESCRIBED BELOW**
- (6) PERSONS UNKNOWN INTENTIONALLY OBSTRUCTING THE “HORSE RACES”, AS DESCRIBED BELOW**
- (7) PERSONS UNKNOWN INTENTIONALLY CAUSING ANY OBJECT TO ENTER ONTO AND/OR REMAIN ON THE “RACE TRACK” WITHOUT “AUTHORISATION” ON THE DAY OF A “RACING FIXTURE”, AS DESCRIBED BELOW**
- (8) PERSONS UNKNOWN INTENTIONALLY ENDANGERING ANY PERSON AT THE LOCATION DESCRIBED BELOW AS THE “EPSOM RACECOURSE” ON THE DAY OF A “RACING FIXTURE”, AS DESCRIBED BELOW**
- (9) MR BEN NEWMAN**

**Defendants/Respondents**

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**TOMLIN ORDER**

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**UPON** reading the letter from the Claimant’s solicitors dated 19 April 2024

**AND UPON** the Claimant and the First and Ninth Defendants having agreed to the terms set out in the attached Schedule dated 16 April 2024 (“**the Agreement**”), copies of which are held by the Claimant’s solicitors and by the First and Ninth Defendants, and to the terms of this Order

**AND UPON** the First and Ninth Defendants giving undertakings to the Court as set out in the attached Agreement

**BY CONSENT IT IS ORDERED THAT**

1. All further proceedings in this Claim as between the Claimant and the First and Ninth Defendants respectively, be stayed upon the terms set out in the Agreement, except for the purpose of enforcing those terms.
2. The Claimant and the First and Ninth Defendants shall have permission to apply to the Court to enforce those terms without the need to bring a new claim.
3. There shall be no order as to costs as between the Claimant and the First and Ninth Defendants.
4. This Order shall be served by the Claimant.

**Name and Address of the Claimant's Solicitors**

The Claimant's solicitors are Pinsent Masons LLP, of 30 Crown Place, Earl Street, London, EC2A 4ES; +44 (0) 20 7418 7000.

**SCHEDULE**

Jockey Club Racecourses Limited (“**The Claimant**”), Mr Daniel Kidby (“**the First Defendant**”) and Mr Benjamin Newman (“**the Ninth Defendant**”) agree to the following terms:

1. For the purpose of this Agreement and the undertakings to the Court given by the First and Ninth Defendants as set out below:
  - (1) The “**Act**” means the Epsom and Walton Downs Regulation Act 1984.
  - (2) The “**Byelaws**” means the Byelaws made by The Epsom & Walton Downs Conservators on 18 October 2005, by virtue of s. 11 of the Act.
  - (3) The “**Plan**” means the aerial photographs of the Epsom Racecourse and the markings thereupon, appended to this Agreement.
  - (4) The “**Epsom Racecourse**” means the area where the Claimant holds Racing Fixtures, within the red line marked on the Plan.
  - (5) “**Racing Fixture**” means an Authorised Meeting within the meaning of s. 14 of the Act, being a race meeting held on up to 16 days in any one year at the Epsom Racecourse, including Oaks Day and Derby Day.
  - (6) “**Horse Races**” means any and all horse races taking place on the day of a Racing Fixture.
  - (7) The “**Race Track**” means the area between the crowd barriers on either side of the stretch of land marked with a yellow dotted line, starting at point (C) and ending at point (D) on the Plan.
  - (8) The “**Crossing Points**” mean the 10 points at which members of the public may cross from one side of the Race Track to another with Authorisation, marked in blue on the Plan.
  - (9) “**Authorisation**” means authorisation given to any member of the public to be in a particular area at the Epsom Racecourse at a particular time, whether by a steward, police officer, and/or any agent of Jockey Club Racecourses Limited.
  - (10) The “**Stables**” means the buildings and area where the horses are accommodated before the races, marked at point (A) on the Plan.
  - (11) The “**Parade Ring**” means the area where horses parade ahead of the races, marked at point (B) on the Plan.
  - (12) The “**Horse & Jockey Entrance**” means the point at which horses and jockeys enter the Race Track, marked at point (C) on the Plan.
  - (13) The “**Horses’ Route to the Parade Ring**” means the pathway by which the horses are led from the Stables to the Parade Ring, marked with a yellow dotted line, starting at point (A) and ending at point (B) on the Plan.

- (14) The “**Horses’ Route to the Race Track**” means the route which the horses take from the Parade Ring to the Race Track, marked with a yellow dotted line, starting at point (B) and ending at point (C) on the Plan.
2. The First and Ninth Defendants each give undertakings to the Court that on the day of any Racing Fixture at the Epsom Racecourse, he will not, and will not instruct or encourage anyone else to:
- (1) Enter the Race Track, except at authorised Crossing Points;
  - (2) Enter and/or remain on any Crossing Points without Authorisation;
  - (3) Enter the Parade Ring without Authorisation;
  - (4) Enter and/or remain on any part of the Horses’ Route to the Parade Ring, without Authorisation;
  - (5) Enter and/or remain on any part of the Horses’ Route to the Race Track, without Authorisation;
  - (6) Intentionally obstruct the Horse Races;
  - (7) Intentionally cause any object to enter onto and/or remain on the Race Track without Authorisation; and/or
  - (8) Intentionally endanger any person at the Epsom Racecourse.
3. The undertakings given by the First Defendant set out in paragraph 2 above take effect from the date of this Tomlin Order and will expire after five calendar years.
4. The undertakings given by the Ninth Defendant set out in paragraph 2 above take effect from the conclusion of the disposal hearing, to be listed pursuant to the Order of Mr Justice Roth dated 15 March 2024 (being the time when the Interim Injunction pursuant to the Order of Sir Anthony Mann dated 26 May 2023 will expire, and accordingly, the undertakings given by the Ninth Defendant to the Court, recorded in the Order of Mr Justice Miles dated 13 October 2023, will cease to have effect), and will expire after five calendar years.
5. There be no order as to costs as between the Claimant and either or both of the First and Ninth Defendants in relation to any costs incurred up to and including the date of this Order.