

TERMS AND CONDITIONS OF ENTRY TO HUNTINGDON RACECOURSE

Your Attention is drawn to Annex A, this included important Information and New Terms and Conditions that will apply during the Covid 19 Crisis.

These terms and conditions of entry ("Conditions") apply to all persons entering the racecourse and grounds (Attendee or you) known as Huntingdon Racecourse (the Racecourse). These Conditions are issued by The Jockey Club Racecourses (the Operator or we). Acceptance of these Conditions will result in a legally binding contract between you and the Operator which include the terms of the licence 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 Race Course 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 Horseracing 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.

No food or drink may be brought into the Main Enclosure, A limited amount of alcohol and picnic is allowed in to the Picnic Enclosure.

The following Conditions apply to all Attendees

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.

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 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.

2.4 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.

2.5 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.

2.6 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.

2.7 These Conditions apply in addition to any other terms and conditions imposed on badgeholders, 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.

2.8 No refund shall be given in respect of any unused part of any Ticket.

2.9 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.

2.10 Attendees must ensure that badges are securely attached to their clothing on racedays and visible at all times whilst present at the Racecourse.

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.

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 Stables, 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 Racecourse Office.

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.

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 a 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 in any 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 race track crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the race track other than at an open crossing.

Dress Code

Smart Casual. Smart jeans are allowed however, they must not be be ripped or torn. We kindly ask that you do not wear:

Beach flip flops and trainers (including sports, fashion and plimsolls)
Sportswear (including t-shirts)
Shorts (unless tailored)
Swimwear
Fancy Dress

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.

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.

Food & Drink

No food or drink may be brought into the Main Enclosure, A limited amount of alcohol and picnic is allowed in to the Picnic Enclosure.

Use of Camera, Video, Computer and Telecommunications Equipment

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, 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.

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 to transfer 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 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.

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.

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 any payment in respect of, your, your horse's or your children's inclusion in any such coverage whether produced by the Operator or 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.

Dogs

13.1 Dogs are not permitted on to the Main Enclosure except for those required for disabled assistance.

13.2 Dogs are permitted in to the Picninc Enclosure but 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.

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 ("Loss") except where and only to the extent that any such Loss is caused by our negligence or the negligence of our employees or authorised agents, in which case our total liability in respect of such loss shall not exceed the amount payable and paid under the Operator's insurance policies (if any).

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 14.4 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.

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 owners 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.

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.

In the event of any fixture being abandoned the refund policy is as set out below

No refunds will be given for badges or tickets that are purchased and not required or used other than if racing is abandoned.

Huntingdon Racecourse may abandon racing:-

- (a) where so directed by the Jockey Club, the police or emergency services or their respective servants or agents; or
- (b) in any emergency or other exceptional circumstances beyond the reasonable control of Huntingdon Racecourse.

Racing Only

In the event of racing being abandoned, refunds on badges or tickets will only be paid in the following circumstances:

- (i) Abandonment before completion of the first race – a full refund will be given
- (ii) Abandonment before the completion of the third or feature race, whichever is later – 50% refund will be given
- (iii) Abandonment thereafter - no refund will be given

Refunds cannot be made on race days

To Obtain a refund

(a) If you purchased your tickets/badges/car park labels in advance via the ticket hotline (0344 579 3009), internet or post then you will receive an automatic refund via your original payment method.

(b) If you purchased your tickets/badges/car park labels at Huntingdon Racecourse on the day, please send your tickets/badges to: Huntingdon Racecourse, Thrapston Road, Brampton, Huntingdon, PE28 4NL.

(c) If you purchased your tickets/badges/car park labels in advance directly at Huntingdon Racecourse and not by either of the above methods, then please send your tickets/badges to: Huntingdon Racecourse, Thrapston Road, Brampton, Huntingdon, PE28 4NL.

(d) If you were a hospitality client, please call 01480 453373

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

16.3 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 the Racecourse.

16.4 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.

16.5 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.

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.

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.

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.

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.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS and staff

Scope and Duration of Special Conditions E

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:

the holders of a general betting operating licence; and
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.

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.

Special Conditions for Bookmakers

Definitions

31.1 In these Special Conditions E the following words and expressions shall have the following meanings:

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;

Betting Badge means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse;

Betting Administration Fee means the fee charged by us in respect of the administration and management of the Betting Areas;

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;

Bookmaker Number means the maximum number of Bookmakers (one per position)

who may enter a Betting Area on a raceday;

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 at 31 August 2007.

Identification Card means a valid photographic identification card issued by our Nominated Contractor in accordance with such procedures as our Nominated Contractor may issue from time to time. Identification Papers means:

either:

a copy of the Bookmaker's general betting operating licence; or
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

photographic identification being either a passport, new style driving licence incorporating a photograph; and
a Certificate of Discharge of liabilities from the Horserace Betting Levy Board (or appropriate exemption); and
documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate;

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 at 31 August 2007.

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

Admission to the Betting Areas

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).

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

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

Staff who have paid the admission fee;

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

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

Bookmakers who pay the Betting Administration Fee at the Badge Box; and
the Bookmaker Number for the relevant betting area on that particular raceday.

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.

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:

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
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

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

temporary areas for fixtures not authorised under a Certificate of Approval as at 31 August 2007.

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

Admission to the Betting Areas

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).

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

Bookmakers who have entered into a licence with the Executive or the Racecourse owner (as applicable);
Staff who have paid the admission fee;
Bookmakers who have paid all applicable fees, including the admission fee and hold a valid Betting Badge for that raceday;
Bookmakers who make their Identification Card or Identification Papers available at the Badge Box for inspection on entry to the Racecourse;
Bookmakers who pay the Betting Administration Fee at the Badge Box; and
the Bookmaker Number for the relevant betting area on that particular raceday.

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.

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:

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
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

All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E 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 become liable as a result of any loss or damage which they cause whilst present on the Racecourse; comply with:

The Rules of Racing;

our instructions and the reasonable instructions given by our staff, our officials and the Betting Ring Manager;

all applicable laws and regulations which may apply to on-course bookmaking from time to time and all guidelines and codes of conduct which may be issued pursuant to such laws and regulations;

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.

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.

In particular, all Bookmakers and Staff (where appropriate) must:

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;

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;

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;

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;
ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;
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;
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;
temporary areas for fixtures not authorised under a Certificate of Approval as at 31 August 2007.
Nominated Contractor means the contractor nominated by us from time to time to issue Identification Cards.

Admission to the Betting Areas

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).

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

Bookmakers who have entered into a licence with the Executive or the Racecourse owner (as applicable);
Staff who have paid the admission fee;
Bookmakers who have paid all applicable fees, including the admission fee and hold a valid Betting Badge for that raceday;
Bookmakers who make their Identification Card or Identification Papers available at the Badge Box for inspection on entry to the Racecourse;
Bookmakers who pay the Betting Administration Fee at the Badge Box; and
the Bookmaker Number for the relevant betting area on that particular raceday.

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.

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:

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
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

All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E 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 become liable as a result of any loss or damage which they cause whilst present on the Racecourse; comply with:

The Rules of Racing;

our instructions and the reasonable instructions given by our staff, our officials and the Betting Ring Manager;

all applicable laws and regulations which may apply to on-course bookmaking from time to time and all guidelines and codes of conduct which may be issued pursuant to such laws and regulations;

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.

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.

In particular, all Bookmakers and Staff (where appropriate) must:

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;

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;

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;

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;

ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;

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;

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;

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:

the amount due to the winning customer;
full details of the terms of the bet;
details of the receipt number.

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

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

Identification Cards

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:

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;
a Certificate of Discharge of liabilities from the Horserace Betting Levy Board;
evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as the Executive deems appropriate;
a fee to cover the administrative costs of processing the application and issuing the Identification Card;
any other information or documentation as the Executive considers necessary.

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.

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.

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. 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

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:

has or is likely to commit an offence;
has or is likely to commit a breach of these Special Conditions E;
behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees.

of an Identification Card to provide within a reasonable period upon request:

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;
a Certificate of Discharge of liabilities from the Horserace Betting Levy Board;
evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as the Executive deems appropriate;
a fee to cover the administrative costs of processing the application and issuing the Identification Card;
any other information or documentation as the Executive considers necessary.

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.

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.

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.

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

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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:

has or is likely to commit an offence;
has or is likely to commit a breach of these Special Conditions E;
behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees.

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.

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.

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.

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 E.

Annex A

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ATTEND ANY JOCKEY CLUB RACECOURSE OR ENTER INTO ANY NEW CONTRACT WITH JCR. THESE TERMS TELL YOU ABOUT IMPORTANT INFORMATION AND TERMS THAT WILL APPLY DURING THE COVID 19 CRISIS. IF YOU HAVE ANY CONCERNS OR QUESTIONS, PLEASE CONTACT YOUR APPLICABLE RACECOURSE

1. Application

- a. These Covid T&Cs shall apply to all events (whether racing related or not) that take place on any racecourse owned or operated by JCR after the Effective Date until further notice in writing from JCR.
- b. Where you are a party to an existing JCR Contract entered into prior to the Effective Date, then these Covid Terms shall be treated by the parties as a variation to such JCR Contract.
- c. If there is any inconsistency between any of these Covid T&Cs on the one hand and the terms of your JCR Contract(s) on the other then these Covid T&Cs shall prevail in preference to the terms of your JCR Contract.
- d. Unless explicitly varied by these Covid T&Cs, the terms of your JCR Contract(s) shall continue to apply in full.

2. Interpretation

In these Covid T&Cs references to the terms below shall have the following meaning:

“**BHA**” means the British Horseracing Authority.

“**Code of Conduct**” means the Supplementary Conditions - COVID-19 Code of Conduct which supplements the Terms and Conditions of Entry to all JCR racecourses, the current version of which is appended to these Covid Terms, as amended by JCR from time to time.

“**Covid 19 Reason**” means where the cancellation of a JCR Contract or abandonment of a race, race day or meeting is caused by any Legal Requirement or where JCR, in its absolute discretion, decides that the JCR Contract conference, event or race, race day or meeting either cannot be performed or run safely or is not economically viable.

“**Effective Date**” means 22nd June 2020

“**JCR Contract**” means any contract whatsoever you may have with JCR that governs the supply to you by JCR after the Effective Date of any racecourse entry, facilities, catering or other services whatsoever at any JCR racecourse whether related to racing or otherwise including, without limitation, any of the following contracts: the “General Terms and Conditions of Entry” to each racecourse, entry tickets, boxholder contracts, annual membership agreements and any contract for the provision of hospitality or other conferences or events.

“**JCR**” means Jockey Club Racecourses Limited (Company No: 02909409).

“**Legal Requirements**” shall mean laws, regulatory requirements, government order or any actions, recommendations, guidance, announcements or restrictions whether made by a government body, authority, public health organisation or

other similar official body including the British Horseracing Authority and Public Health England.

“Long Term Contract” means any contract which entitles the contracting party as a minimum to entry into more than one race day or other multi day conference or event at a JCR racecourse.

“You”, “Your” means any person who is a party to a JCR Contract.

3. Supplemental Terms

- a. **Cancellation during Covid 19 crisis.** JCR may, in its absolute discretion, end any JCR Contract at any time by writing to you (including by email or via our websites). JCR shall not be obliged to provide reasons for any such cancellation and save for providing a refund as set out below shall have no other liability or obligation whatsoever to you arising from any such cancellation.
- b. **Refund rights in event of cancellation by JCR where your JCR Contract is for a single day event.** In the event that JCR cancels a JCR Contract in accordance with clause 3 (a) above in respect of a single day event only then:
 - i. it shall provide a refund of any amounts which you have already paid in respect of the applicable JCR Contract less any applicable deduction set out in clause 3 (b) (ii);
 - ii. where the cancellation has been caused by a Covid 19 Reason, then JCR reserves the right to deduct from any such refund an amount equal to what JCR decides, in its absolute discretion, is your reasonable share of any unavoidable costs that JCR has to pay in connection with your JCR Contract or the related event;
 - iii. you shall not be obliged to pay any further amounts in respect of the applicable JCR Contract.
- c. **Refund rights for Long Term Contracts where there is a cancellation of part of a conference or event or an abandonment of a race, race day or meeting by JCR.**
 - i. JCR may, in its absolute discretion, cancel part of a conference or event or abandon any race, race day or race meeting at any time by writing to you (including by email). JCR shall not be obliged to provide reasons for any such cancellation or abandonment and, save for providing a refund as set out below, shall have no other liability or obligation whatsoever to you arising from any such cancellation or abandonment.
 - ii. Where the cancellation of part of a conference or event or the abandonment of any horse race, racing day or meeting by JCR is caused by a Covid 19 Reason then if you are a party to a Long Term Contract JCR shall pay a refund to you in accordance with clause 3 (c) (iii).
 - iii. JCR shall, in its absolute discretion, determine the refund due under clause 3 (c) (ii) taking into account the relative value of the race

days or part of the conference or event which has been cancelled or abandoned against the entire conference or event or, as applicable, all the race days available within the Long Term Contract and your reasonable share of any unavoidable costs that JCR has to pay in connection with the cancelled or abandoned event.

d. JCR's right to amend JCR Contracts.

- i. JCR may, in its absolute discretion, vary any space, facilities, the maximum allowed attendee numbers, any fees or charges or any other term specified in your JCR Contract to reflect changes in or to comply with any applicable Legal Requirements.
- ii. To the extent that any such variation shall cause an increase in the fees or charges payable under your JCR Contract (for example if a larger space is required to safely operate the event in accordance with the Legal Requirements) JCR will write to you to confirm this change ("Change Notice"). You may end this Agreement and request a refund of any fee or charges already paid by providing notice in writing to JCR within 7 days of the date of such Change Notice or if earlier by at least 5 days before the applicable event.
- iii. JCR shall be entitled to deduct from any such refund an amount equal to what JCR decides, in its absolute discretion, is your reasonable share of any unavoidable costs that JCR has to pay in connection with the cancellation of your JCR Contract or the related event.
- iv. IF YOU DO NOT END THE APPLICABLE JCR CONTRACT WITHIN THE TIME SPECIFIED IN CLAUSE 3 (d) (ii) THEN YOU SHALL BE DEEMED TO HAVE ACCEPTED THE CHANGES TO YOUR JCR CONTRACT (INCLUDING ANY INCREASED CHARGES) AS SET OUT IN THE CHANGE NOTICE.
- v. Your rights as set out in this clause 3 (d) shall constitute your sole remedy arising from any variation of your JCR Contract in accordance with this clause and JCR shall have no further liability to you whatsoever arising from any such changes.

e. Customer's right to Cancel

- i. This clause sets out your right to, as applicable, cancel all or part of a JCR Contract in the event that JCR has not exercised any of its rights to cancel or abandon all or part of your JCR Contract. If JCR does exercise any cancellation or abandonment right then this clause shall not apply.
- ii. If you or any other Critical Attendee (defined below) is unable to attend an event covered by your JCR Contract for a Valid Reason (defined below) then you shall be entitled by providing notice in writing to JCR (such notice to include reasonable evidence of the applicable Valid Reason) to elect to either:
 - i) cancel the applicable JCR Contract which involves a single day event only (excluding Long Term Contracts) in full and receive a full refund;

- ii) where your JCR Contract involves a single day event only and you wish it to continue without the applicable Critical Attendee, to vary the JCR Contract to reduce the number of attendees and receive a partial refund, calculated on a pro rata basis by comparing the number of attendees who are unable to attend the event for a Valid Reason by the total number of persons in the contracted party; or
 - iii) where your JCR Contract is a Long Term Contract, to vary that Long Term Contract by the removal of a day(s) and receive a partial refund which will be calculated by JCR, in its absolute discretion, taking into account the relative value of the race day or part of the conference or event which has been removed against the entire conference or event or, as applicable, all the race days available within the Long Term Contract; or
 - iv) instead of requesting a refund, move your booking to a later date or, where you are a party to a Long Term Contract, to vary that contract by replacing the day on which the Critical Attendee(s) cannot attend with an equivalent date in the future selected by JCR.
 - iii. JCR may request you to provide further evidence of any applicable Valid Reason and reserves the right to reject any election made under this clause 3 (e) if JCR believes, acting reasonably, that insufficient evidence of a Valid Reason has been provided.
 - iv. For the purpose of this clause:
 - i) A “Critical Attendee” is either the party to the JCR Contract or, for Group Contracts, the person who is hosting the other attendees to the applicable event;
 - ii) A “Group Contract(s)” is any JCR Contract which provides for the entrance of more than one person to the applicable event.
 - iii) A “Valid Reason” means where you or another Critical Attendee either:
 - a. is incapacitated with Covid 19; or
 - b. have been told to shield or are self-isolating following applicable Legal Requirements.
- f. **Conditions of Entry.** JCR reserves the right to impose such new conditions of entry into its racecourses as it, in its absolute discretion, considers necessary to comply with Legal Requirements, for example JCR may at its discretion undertake health screening prior to your attendance at any racecourse. JCR shall use all reasonable endeavours to inform you of these conditions in advance and reserves the right, without penalty or liability, to refuse entry or to eject you from any racecourse if these conditions are not complied with.

- g. **Social distancing and other Legal Requirements.** It is your responsibility to, and to procure that any attendees that you have invited to any event at a JCR racecourse, act responsibly and in accordance with any Legal Requirements and the Code of Conduct. JCR shall not be liable in any way for any illness or loss whatsoever arising from your failure to comply with this obligation. JCR reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the racecourse any person breaching such Legal Requirements or the Code of Conduct.
- h. **Your responsibilities.** Everyone attending JCR's racecourses has a duty to other event attendees and JCR's staff and contractors and it is your responsibility to ensure that you and, as applicable, your attendees do not attend any event at any JCR racecourse if at the time of the applicable event you or any attendee (or any member of your or their household or support bubble) are experiencing any Covid 19 symptoms as published by the government from time to time or have been told to self-isolate by the NHS test and trace programme or should not attend because of **Legal Requirements**
- i. **Behind closed doors racing.** JCR has the right to refuse entry to you at any event designated as "behind closed doors", unless you have been officially accredited by JCR to attend that event.
- j. **Restricted attendance numbers.** JCR has the right to refuse entry to you at any event where a capacity limit has been set by Legal Requirements and may at its absolute discretion define who can attend that event, if you are denied entry refunds would be calculated as set out in 3 (a) and 3 (b) above.
- k. **Restricted use of the racecourse facilities.** JCR has the right to refuse entry to designated areas or facilities which are closed or where a capacity limit has been set by Legal Requirements or the Code of Conduct.

4. Contact

If you have any questions about these Covid T&Cs please speak to your designated contact or email tandc@thejockeyclub.co.uk.

5 Code of Conduct

SCOPE OF THIS CODE OF CONDUCT

- The following Supplementary Conditions - COVID-19 Code of Conduct (this "**Code of Conduct**") supplements the Terms and Conditions of Entry to the Racecourse, including any applicable Special Conditions (the "**Entry Contract**").
- This Code of Conduct should be read in conjunction with the Entry Contract. However, if any provision in this Code of Conduct conflicts with a provision in the Entry Contract, this Code of Conduct shall take precedence and shall modify the

Entry Contract to the extent necessary to give effect to the relevant provision of this Code of Conduct.

- Unless stated otherwise, any terms used in this Code of Conduct shall have the meanings given to them in the Entry Contract.
- This Code of Conduct will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review this Code of Conduct each time they attend the Racecourse.

1 Code of Conduct

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, this Code of Conduct. Attendees are admitted to the Racecourse strictly subject to this Code of Conduct. 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:

- comply with all current Government requirements and guidance regarding COVID-19;
- comply with any health checks required by the BHA and/or the Operator prior to being given access to the Racecourse;
- observe all social distancing protocols and wear any PPE (such as masks or other face coverings) in accordance with the Government or BHA guidance in place at the time;
- 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.
- 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;
- follow all racecourse signage and the instructions of staff, officials, the police or other emergency services present at the Racecourse at all times;
- only attempt to access those areas for which they are entitled under their Ticket; and
- 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:

- a) comply with any training requirements required by the BHA and/or Operator prior to being given access to the Racecourse;
- b) use, in the correct manner, any PPE identified as appropriate to their role;
- c) wear required accreditation at all times;
- d) 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;
- e) follow the instructions of all members of the Racecourse Executive and BHA Officials (including but not limited to the COVID-19 Officers);
- f) maintain responsibility for disinfection of their own equipment in line with agreed procedures;
- g) comply with all changes to operating procedures relevant to their role; and
- h) leave the Racecourse immediately after the last race, or when the Attendee has completed their duties.

4 Breaches of this Code of Conduct

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

- a) 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;
- b) the BHA Stewards may take regulatory action against the Attendee in line with the powers available to them; and
- c) 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 this Code of Conduct may be unable to attend a fixture at the Racecourse or any other racecourse until further notice.