

## COVID-19 TERMS AND CONDITIONS

**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 22<sup>nd</sup> 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](mailto: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.

We thank you for taking the time to read through this documentation and hope you enjoy your day with us.