

## WINCANTON HOSPITALITY TERMS AND CONDITIONS

**Terms and conditions of entry to racecourse** - Your entry onto the racecourse is also subject to the Terms and Conditions of Entry to Wincanton Racecourse between you and Jockey Club Racecourses Limited ("JCR"). JCR may in its absolute discretion refuse entry onto the Racecourse or eject from the Racecourse. The Terms and Conditions of Entry can be found on the racecourse website.

**Payment of charges** - Payment of all charges shall be due no later than 60 days before the Event. If JCR has not received payment in cleared funds of all charges by this date then JCR shall have the right to terminate this agreement immediately without penalty. You accept that any payment by you in connection with this Event Contract shall signify your consent to the terms of this Event Contract including the Terms and Conditions attached.

**Cancellation by you** - If you wish to cancel this agreement then cancellation charges will apply as set out in condition 9 of the Terms and Conditions document.

**Refunds on cancellation by JCR** - Condition 9 of the Terms and Conditions document also sets out the refund (if any) that you will be entitled to if racing is abandoned for any reason. You may not be entitled to a refund.

**Limitation of JCR's liability** - JCR's liability under this agreement is limited. Please see Condition 13 of the Terms and Conditions overleaf. Catering - All food and beverage orders made by you shall be supplied by Jockey Club Catering in accordance with their terms and conditions as notified to you.

The above terms are a non-exhaustive summary of certain important terms of your contract with JCR only. In the event of any conflict between the above summary and the Terms and Conditions overleaf, the Terms and Conditions shall take precedence.

## **TERMS & CONDITIONS**

### **1. Interpretation In these Terms and Conditions, the following expressions shall (where the context so admits) have the following meanings;**

- 1.1. 'Caterers' shall mean Jockey Club Catering;
- 1.2. JCR' shall mean Jockey Club Racecourses Ltd.
- 1.3. 'Charges' shall mean the fees and expenses payable by the Hirer under this Agreement for the use of the Space and for the Event and for the catering charges and any additional services as set out in the Event Confirmation or otherwise agreed in writing by the Hirer;
- 1.4. 'Space' shall mean the room(s), table(s) or area(s) as specified in the Event Confirmation;
- 1.5. 'Event Services' shall mean the services to be provided by JCR at the Event to the Hirer as set out in the Event Confirmation;
- 1.6. 'Event Contract' shall mean the contract between JCR and the Hirer entered into subject to these Terms and Conditions for the provision of the Event;
- 1.7. 'Minimum Event Number' means the minimum number of attendees described in the Event Confirmation;
- 1.8. 'Confirmed 'Event Attendance' shall mean the final confirmed number of attendees notified by JCR to the Hirer under clause 8.3.1
- 1.9. 'Maximum Event Number shall mean the maximum number of attendees that a Space can accommodate as set out in the Event Confirmation.
- 1.10. 'Hirer' shall mean the company, firm or person to whom JCR supplies the Event Services under the Event Contract;
- 1.11. 'Racecourse' shall mean the racecourse at which the Event will occur as stipulated in the Event Confirmation.

### **2. Use**

- 2.1. The Hirer must not use the Event or the Space for business purposes or any purpose other than hospitality purposes unless the prior written consent of JCR has been obtained. Business purposes shall include, but not be limited to, product or company branding, marketing or product sampling or any other publicity or promotional activity.
- 2.2. The Hirer undertakes that none of the following activities shall occur at the Event or in or around the Space:
  - 2.2.1. any gambling activity which would require an Operating Licence under the Gambling Act 2005; or
  - 2.2.2. any activity which may constitute the provision of spread betting services or any other activity which would require authorisation by the Financial Services Authority;
  - 2.2.3. any activity that would place JCR in breach of any of its regulatory licences or permissions.

### **3. Booking Terms**

- 3.1. This Agreement is between JCR and the Hirer and shall come into effect upon receipt by JCR of the Event Contract duly signed by the Hirer.
- 3.2. The person signing on behalf of the Hirer warrants to JCR that he/she has the authority to do so, failing this he/she will be personally liable under this Agreement.

- 3.3. JCR reserves the right to release the space if confirmation is not received in writing (by receipt of the Event Contract duly signed by the Hirer) within 14 days of issuing the Event Contract.
- 3.4. JCR reserves the right in its absolute discretion to book more than one Event on the same day if it is satisfied that the functions are not mutually exclusive.
- 3.5. The Hirer shall not in any circumstances re hire or purport to re hire the Space to any third party or allow any third party to use the Space or any part thereof.
- 3.6. JCR shall be entitled to change the Space specified in the Event Confirmation to another Space in its absolute discretion without any liability to the Hirer, provided that such substitute Space shall be of a no lesser standard or suitability than the Space specified in the Event Contract.
- 3.7. JCR reserves the right to employ the appropriate level of stewarding/security for the Event that is deemed necessary and the Hirer will be liable for these costs.

#### **4. Catering**

- 4.1. JCR shall provide the catering services to the Hirer at the Event through the Caterers; JCR's official catering company, unless the Hirer is otherwise notified in writing by JCR.
- 4.2. No food, intoxicating liquor or other drinks, except those supplied by the Caterers may be brought into, or consumed, in the Space or at the Event.
- 4.3. In providing bar and catering services JCR and its Caterers withhold the right to refuse to serve intoxicating liquor to customers who are or appear to be intoxicated.

#### **5. Services**

- 5.1. JCR shall perform and provide the Event Services and shall not be required to provide any other or additional services. Any request by the Hirer of JCR to provide such additional services shall be subject to the prior approval in writing of JCR and agreement between the Hirer and JCR as to the level of fees payable.

#### **6. Payment Terms**

- 6.1. A non-refundable deposit of at least 25% of the total Charges, or the deposit amount set out in the payment plan on the first page of the Event Confirmation, shall be payable on receipt of the Event Contract duly signed by the Hirer.
- 6.2. The balance of the Charges calculated using the Minimum Event Number where necessary will be due 60 days before the Event date as set out in the Event Confirmation. Please note, badges and tickets will not be released until the total Charges are settled.
- 6.3. If booking less than 60 days before the Event all Charges will be invoiced immediately and the Hirer will pay such invoice in full within 7 days of date of invoice or immediately if the Event date is within 14 days of booking.
- 6.4. Payment may be made by credit card, cheque or bank transfer. Cheques should be made payable to Jockey Club Racecourses, quoting the invoice number on the reverse of the cheque. Please note that as stated in Clause 6.6, cheques will not be accepted for booking made within 14 days of the Event date.
- 6.5. If booking less than 7 days before the Event all Charges will be invoiced immediately and the Hirer will pay such invoice in full immediately.

- 6.6. In the event that JCR has not received payment in cleared funds of all Charges by the date stated in Clauses 6.2, 6.3 and 6.4, then JCR shall have the right to immediately terminate the Event Contract without penalty on notice in writing to the Hirer. In this event, any deposit that has been paid by the Hirer shall be non-refundable.
- 6.7. JCR will issue a post Event invoice for any additional Charges which JCR and the Hirer have agreed in writing (including by email) that the Hirer will pay for any services not covered in the Event Contract, which the Hirer will pay in full within seven (7) days of the date of that invoice.
- 6.8. Payments should be sent to: Shared Finance Centre, Jockey Club Racecourses, Enterprise House, Central Way, Arle Road, Cheltenham, GL51 8LZ.
- 6.9. Any queries should not delay immediate payment of the outstanding balance. Queries should be referred to JCR within 7 days of receipt of invoice.
- 6.10. Credit Accounts are granted at our absolute discretion. To apply for a credit account JCR requires the Hirer to complete and return an application form at the time of booking for the Hirer's event and pay any deposit(s) as stipulated by us in this Event Contract. The grant of a credit account is subject to credit checks, credit status and where appropriate approval by our credit insurer. Credit accounts may be suspended immediately without notice where credit customers fail to meet agreed credit terms or credit status deteriorates or credit insurance is withdrawn.
- 6.11. All Charges are expressed exclusive of VAT. The Hirer will pay any VAT payable on such Charges (at the then prevailing rate) upon receipt from us of a VAT invoice. All Charges shall be paid without any deduction, set off or withholding.
- 6.12. In the event of any payment under this Event Contract being late, JCR shall be entitled to charge interest on any overdue amount at a rate of 4% (four per cent) above HSBC Bank's interest rate from time to time in force. Interest will be charged daily from the date payment is due to the date of payment (inclusive).
- 6.13. Time for payment of Charges shall be of the essence.

## **7. Agency Bookings**

- 7.1. Any agent who signs the Agreement on behalf of a principal accepts full responsibility under this Agreement (in particular liability for payment of all Charges) unless it states clearly on the Event Contract that it is acting as an agent and sets out the full name and address of the principal on whose behalf they are acting.

## **8. Number of Attendees**

- 8.1. The Hirer shall provide confirmation in writing of the actual number of attendees no later than fourteen (14) days prior to the Event date set out in the Event Confirmation (the "Requested Event Attendance").
- 8.2. If the Requested Event Attendance is less than the Minimum Event Number, then the Charges the Hirer will pay for is the Minimum Event Number;
  - 8.2.1. If this Requested Event Attendance number exceeds the Minimum Event Number then JCR shall assess whether JCR can accept the proposed additional attendees, but JCR shall not be obliged to should this be greater than the Maximum Event Number. JCR therefore recommends that the Hirer advise JCR as early as possible of any proposed additional attendees. If JCR is able to accommodate such additional attendees, JCR will also inform the Hirer of this in writing (the "Confirmed Event Attendance") and any

additional Charges that will apply and the Hirer must confirm in writing (including by email) whether or not the Hirer agrees to such additional Charges. If the Hirer fails to confirm such additional charges within 2 days of being notified of them, it shall be deemed to have accepted those additional charges. Where JCR cannot accommodate such additional attendees or the Hirer does not wish to pay the additional Charges, only the Minimum Event Number of attendees shall be entitled to attend the Event.

- 8.3. Where the number of people wishing to attend the Event is in excess of the Confirmed Event Attendance, JCR shall be entitled to refuse admission to the Event and/or to eject excess attendees, not to provide the Event for such excess attendees and/or to charge Additional Charges for such excess attendees.
- 8.4. Where the number of people wishing to attend the Event is in excess of the Confirmed Event Attendance, JCR shall be entitled to refuse admission to the Event and/or to eject excess attendees, not to provide the Event Services for such excess attendees and/or to charge additional charges for such excess attendees.

## **9. Cancellation**

- 9.1. Subject to the cancellation charges described in clause 9.3 below, cancellation by the Hirer will be deemed effective if notified in writing to the address for the Racecourse set out on the Event Confirmation quoting the contract reference number on the Event Contract.
- 9.2. The date of cancellation shall be the date upon which such notification is received by JCR. Once cancelled the Hirer shall not be entitled to withdraw the cancellation.
- 9.3. JCR's cancellations charges are as follows: The deposit is retained in full in the event of cancellation for any reason. If cancelled more than 28 days before the Event, 50% of the Charges shall be payable within 7 days of the date on which the cancellation notice is sent to JCR by the Hirer. If cancelled less than 28 days before the Event, 100% of the Charges shall be payable within 7 days of the date on which the cancellation notice is sent to JCR by the Hirer.
- 9.4. In the event that the Racing is abandoned the Charges will be dealt with in the following circumstances:
  - 9.4.1. If abandoned before the start of the first race and the Racecourse is closed at JCR's absolute discretion either a full refund of the Charges, or alternatively, a credit in an equal sum to the Charges against any future Event by the Hirer, to be taken within 1 year of the original Event;
  - 9.4.2. If abandoned before the start of racing and the Racecourse remains open and the Hirer attends the Event and takes advantage of any of the services as detailed in the Event Contract 25% of the Charges shall be payable;
  - 9.4.3. If abandoned during racing but before the third or feature race (whichever is the earliest) a 50% refund of the Charges.
  - 9.4.4. If abandoned after the third or main race (whichever is the earliest) 100% of the Charges shall be payable;
- 9.5. If any food or drink has been consumed by the Hirer in the Event, regardless of the circumstances of the abandonment the catering services Charges will be payable in full.
- 9.6. The Agreement can be terminated immediately and without penalty (or obligation to repay any Charges already paid by the Hirer) by JCR giving notice to the Hirer in writing at any time:
  - 9.6.1. Following breach by the Hirer of any of these Terms and Conditions irrespective of materiality;

- 9.6.2. If the Hirer becomes bankrupt, insolvent, ceases to trade, has a receiver appointed or makes any voluntary arrangement with its creditors; or
- 9.6.3. In the event that the Hirer or member of the Hirer's Group participates in or is intending or preparing to participate in or encourages either directly or indirectly any third party on behalf of the Hirer or any member of the Hirer's Group to participate in any activities which JCR in its absolute discretion considers to be Ambush Marketing. For this purpose "Ambush Marketing" shall mean an attempt by the Hirer or any member of the Hirer's Group to associate itself directly or indirectly with any event operated by JCR in order to benefit from the goodwill or prestige of such event, without paying a commercial fee for that benefit. For the purpose of this clause, "Group" means: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company and a reference to holding company or a subsidiary means a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.
- 9.7. JCR shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including (but not limited to) any act of god, war, armed hostilities, act of terrorism, riot, civil commotion, revolution, blockade, embargo, strike, lock out, sit in, industry or trade dispute, fire, explosion, flood, adverse weather, disease, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, interruption or failure off utility including electricity, gas or water or other supply, change of law or regulation or any form of Government official or regulatory prevention including local council regulations and non-performance by suppliers or subcontractors.
- 9.8. JCR shall be entitled to refuse entry to or eject from its property the Hirer and and/or the Hirer's employees, subcontractors, representatives, guests, invitees or other attendees where JCR reasonably consider that the same is in breach of or intends to breach any of the provisions of this Event Contract.
- 9.9. Cancellation of the Agreement shall not: (i) release the parties from any liability or right of action or claim which at the time of such expiry or cancellation has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination; or (ii) affect the coming into force or the continuance in force of any provision hereof which is expressly or by **implication intended to come into or continue in force on or after such expiry or cancellation.**

## **10. Racing With Performances**

- 10.1. Certain Event days may from time to time feature advertised events, such as (without limitation) music performances ("Performances"). JCR hereby gives notice to all persons purchasing tickets incorporating Performances ("Race and Performance Tickets") that Performances may be cancelled in circumstances beyond its control, such as the non-appearance of an artiste advertised to perform. JCR gives no guarantee or warranty that any Performance will take place; nor does JCR give any representation or warranty concerning the nature or quality of any Performance which may be held at the Racecourse.
- 10.2. Except as stated herein, tickets are sold subject to the right of JCR to alter or vary the Performance due to events or circumstances beyond its control without being obliged to refund monies or issue vouchers.

- 10.3. Where racing takes place but a Performance is cancelled JCR may in its absolute discretion (but is not obliged to) refund a proportion of the ticket price which JCR considers appropriate in relation to the cancelled Performance.
- 10.4. Where racing is abandoned and a Performance is cancelled the refund policy set out in section 9 shall apply. In circumstances where a full refund does not apply under section 9 JCR may in its absolute discretion (but is not obliged to) refund a proportion of the ticket price which JCR considers appropriate in relation to the cancelled Performance.
- 10.5. Where racing is abandoned at any time but the Performance takes place the refund policy set out in section 9 shall not apply and no refund will be made or vouchers issued.

## **11. Dress Code**

- 11.1. Certain Event days may from time to time enforce a dress standard; the Hirer must ensure that the Hirer and their guests comply with these standards. JCR have the right to refuse admission or to eject from the Event and the Racecourse any person who fails to comply with these standards. Copies of these are available on request.

## **12. Hirer's Obligations And Liability For Damage**

- 12.1. The Hirer is liable for any damage or loss sustained to any property, equipment, or fixtures or fittings belonging to JCR as a direct result of this Event Contract.
- 12.2. The Hirer is liable for any injury, damage or loss sustained to any property, equipment or fixtures or fittings belonging to the Hirer, any of their agents or persons attending the Event.
- 12.3. The Hirer agrees to comply with and to ensure that all of the Hirer's employees, agents, subcontractors, representatives, guests, invitees or other attendees at the Event comply with the Racecourse's Emergency Procedures and Health and Safety Policy. JCR shall be entitled to update the Racecourse Emergency Procedures and Health and Safety Policy from time to time, to take into account changes in applicable laws and the Hirer agrees to be bound by the terms of any such updates and such revised versions of the Emergency Procedures and Health and Safety Policy which are provided to the Hirer. Copies of which are available on request.
- 12.4. JCR accepts no liability or responsibility for damage or loss sustained to any equipment, personal belongings, money, credit or debit cards, property or fixtures or fittings belonging to Hirer or its employees, contractors, agents, guests or attendees whilst on JCR's property save where such loss or damage arises solely and directly as a result of the negligence of JCR or the negligence of the authorised representatives of JCR.

## **13. Indemnity And Limitation Of Liability**

- 13.1. The Hirer shall indemnify and hold JCR and the Racecourse and their directors, executive members, officers, employees and agents harmless against all or any actions, proceedings, claims, demands, costs, expenses, liabilities, losses, awards and damages of any kind suffered by or brought against JCR or the Racecourse arising directly or indirectly out of or in connection with clauses 12.1, 12.2 or by reason of any act or omission or any breach of this agreement by the Hirer or its employees, contractors, agents, guests or attendees howsoever caused except where such claims, actions, losses, damages, liabilities

and expenses arise solely and directly as a result of the negligence of JCR or the negligence of the authorised representatives of JCR.

13.2. Subject to Clause 13.3, JCR shall not be liable to the Hirer or any third party, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with the Agreement for (a) loss of profits; (b) loss of sales or business; (c) loss of agreements of contracts (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss or damage to goodwill and (g) any indirect or consequential loss.

13.3. Clause 13 does not exclude or limit in any way either party's or the Racecourse's liability for:

13.3.1. Death or personal injury caused by its negligence; or

13.3.2. Fraud or fraudulent misrepresentation; or

13.3.3. Any breach of the obligations implied by section 12 of the sale of goods act 1979 or section 2 of the supply of goods and services act 1982; or

13.3.4. Losses for which it is prohibited by section 7 of the consumer protection act 1987 to limit liability; or

13.3.5. Any other matter for which it would be illegal or unlawful for the applicable party to exclude or attempt to exclude our liability

13.4. The total liability of JCR and the Racecourse to the Hirer and its guests and attendees in respect of all other losses arising under or in connection with the Event Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the charges stated in the Event Contract and any other fees, charges or expenses received by JCR for the relevant Event at the date such action or claim arises.

13.5. The Hirer shall not, and it shall procure that its employees, agents, sub-contractors, representatives, guests, invitees and other attendees shall not act or omit to act in any way which will or may: (i) constitute a breach of applicable laws (including the undertaking of illegal betting or gaming); (ii) cause a nuisance to JCR or any third party; (iii) be an infringement of any licences or rights of JCR, any customer of JCR or any sponsor of any Event organised by JCR; (iv) damage the Event, the Space, any other event organised by JCR or JCR's or the Racecourse's property or any part of it; (v) be damaging to the reputation of JCR or the Racecourse, or (vi) constitute, In JCR's absolute discretion, ambush marketing, or (vii) be immoral, likely to cause upset or offence or be dangerous.

## **14. Media Coverage**

14.1. All attendees including parents with minors are reminded that many races and fixtures are given coverage on television, radio, online and in print, as well as by JCR in its own marketing literature. By entering the Racecourse, attendees shall have no right to object to and hereby give their consent to their inclusion in any such material. Each attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

## **15. Assignment**

15.1. The benefit of this Agreement is personal to the Hirer and not assignable and the rights granted by it may only be exercised by the Hirer.

## **16. Variation**

16.1. No waiver, alteration, variation or addition to:

16.1.1. Event Contract will be effective unless approved in writing by an authorised representative of JCR;

16.1.2. these Terms and Conditions will be effective unless approved in writing by a statutory director or company secretary of JCR.

## **17. Notice**

17.1. Except where provided otherwise, any notice required to be served under this Agreement shall be in writing and sent by fax or first class mail, at the registered office or other address notified by the receiving party, and shall be deemed to have been given, if by fax during the hours of 0900-1700, on the day of the valid transmission receipt (or if outside of such hours the following working day), or if by first class post, the day following that on which it was posted.

## **18. Entire Agreement**

18.1. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

18.2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.

18.3. Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

## **19. Governing Law**

19.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.