

**GENERAL TERMS AND CONDITIONS OF ENTRY TO KEMPTON PARK RACECOURSE**

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Your attention is drawn to Annex D. This includes important information and new Terms and Conditions that will apply during the COVID-19 Crisis.

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## TERMS AND CONDITIONS OF ENTRY TO KEMPTON PARK RACECOURSE – ENTRY CONTRACT

### IMPORTANT – PLEASE READ

- These terms and conditions of entry ("**Conditions**") apply to **all** persons entering the racecourse and grounds (**Attendee** or **you**), as shown on the map in Annex C, known as Kempton Park Racecourse (the **Racecourse**). These conditions are issued by Jockey Club Racecourses (**JCR** or 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.

### DEFINITIONS

"Standard Racedays" (including Festivals) – Days on which Thoroughbred racing run under the rules of racing is the main event focus where other activities are incidental.

"Music/Concert and Racedays" – Afternoon/evening of racing followed by a live music concert on the main stage.

- **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 on the website and at the main reception of the Racecourse Offices.
- 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 re-sale of our tickets without our prior consent may lead to the ticket being void (with no refund) and entry to the ticket-holder being refused. Please see condition 2.
- 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.
- 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 may request you leave the Racecourse.
- You must not bring alcohol into the Racecourse. You can return the items to your car, or we will confiscate and dispose of any alcohol purchased off the premises. Please see Condition 9.

Warning – Prolonged exposure to loud noise may cause damage to your hearing.

**THE FOLLOWING CONDITIONS APPLY TO ALL ATTENDEES.**

a) **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 reasonable steps to bring any Variations to your attention.

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

- 2.1 Badges, Privileged Access Swipe System (PASS) Cards, tickets and other entitlements (each a 'Ticket' for the purposes of these conditions) to enter the Racecourse shall only be purchased or allocated by an authorised source approved by the Operator.
- 2.2 The contract for purchase of a ticket starts once the Operator has confirmed the purchase and ends immediately after the completion of the event for which the ticket was purchased. All purchases are subject to the payment card verification and other security checks and the transaction may be cancelled if it has not passed the Operators verification process.
- 2.3 The attendee agrees not to obtain or attempt to obtain any tickets through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. The Operator reserves the right to cancel any transaction which they reasonably suspect to have been made in breach of these provisions without any notice to you and any and all items purchased as part of such transaction will be void.
- 2.4 The Operator reserves the right to cancel the bookings which we reasonably suspect to have been made fraudulently.
- 2.5 Purchases from the Operator may be subject to a 'per item' handling fee and booking fee.
- 2.6 The price of tickets may vary as it is set according to demand at the time of purchase. You pay the price displayed on our website at the time you make your purchase but the price of a similar ticket may increase or decrease after you have made your purchase. You will not be entitled to a refund if the price of tickets subsequently falls.
- 2.7 Whilst the Operator tries to ensure that all prices on our website are accurate, errors may occur. If an error in the price of the item that is ordered is discovered, the Operator will inform you as soon as possible and give you the option of reconfirming the order at the correct price (and credit or debit your account as applicable) or cancelling the order. If the Operator is unable to contact the purchaser, the order shall be treated as cancelled. If the purchaser chooses to cancel after you have already paid the incorrect price, you will receive a full refund from us.
- 2.8 Once a ticket is purchased, the attendee is not entitled to cancel the purchase.
- 2.9 Advertised start times of events are subject to change.

- 2.10 If the attendee has any special access requirements or concerns about any special effects (for example lighting, sound, audio-visual or pyrotechnic effects) which may be featured at the live music performance, please discuss any such issues before purchasing the Tickets with us by contacting us on our website. The Operator will use reasonable efforts to assist with any such special access requirements or concerns.
- 2.11 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 transaction 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).
- 2.12 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.
- 2.13 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.
- 2.14 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, and/or the police.
- 2.15 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.
- 2.16 These Conditions apply in addition to any other terms and conditions imposed on badge holders, PASS Card holders or other entitlement that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in such other terms and conditions.
- 2.17 No refund shall be given in respect of any unused part of any Ticket (Abandonment details – see Condition 16).
- 2.18 Except for circumstances where we offer you refunds in accordance with Clause 16 we regret that tickets cannot be exchanged or refunded after the purchase.
- 2.19 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.
- 2.20 Attendees must ensure that badges are securely attached to their clothing/bags on racedays and visible at all times whilst present at the Racecourse.
- 2.21 Any person being seen or suspected of purchasing tickets from an unauthorised source – Ticket Touts – will be refused entry into the racecourse.

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

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

### **4 Access**

- 4.1 Permission to enter the Racecourse does not constitute guaranteed entry to the

Racecourse, any particular area of the Racecourse or any Racecourse building 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 information, 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 other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.
- 4.3 Children aged 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 the age of 12 are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances. Children aged between 12 and 16 must get permission from the Clerk of the Course or nominated person before entering the Winners' Enclosure or Parade Ring. They must be accompanied by an adult and must display the relevant badge issued by the Clerk of the Course.
- 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 Transfer Kiosk on selected racedays.
- 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.

## 5 **Conduct of Attendees**

- 5.1 We reserve the right in our absolute discretion at any time 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 time. Failure to do so may result in expulsion from the premises without any refund.
- 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
  - a. Knives, weapons
  - b. Corkscrews or sharp objects
  - c. Hoax items
  - d. Pyrotechnics including laser devices and fireworks

- e. Rope
- f. Megaphones/sound systems, Air Horns
- g. Large flags, banners and selfie sticks that may distract or frighten the horses
- h. Unidentifiable canisters (including smoke canisters or nitrous oxide)
- i. Helium balloons
- j. Glass or ceramic bottles
- k. Drinking glasses
- l. Dishes or glassware
- m. Alcohol, picnics or BBQs
- n. Drugs – illegal substances
- o. Professional filming or photographic equipment
- p. Cans
- q. Furniture in any form, camping stools and other forms of seating not provided by the racecourse
- r. Unauthorised small, unmanned aircraft, aerial systems or vehicles that have not been expressly authorised by the Operator in writing
- s. 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 and/or be deemed a safety risk to the event.

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. Any behaviour which may disrupt or impair the experience of other Attendees;
- b. Climbing fences, stands or any other structures or buildings;
- c. Throwing any object without lawful authority or excuse;
- d. Obstruction of gangways, access ways, exits, entrances, stairways and similar places;
- e. Damaging or defacing Racecourse property and any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing;
- f. Smoking in any designated “No Smoking” areas;
- g. Fancy dress into certain enclosures
- h. Offensive clothing and slogans on the clothing that would be deemed inappropriate to others of different sex, age, race, religious beliefs and political slogans;

5.6 No furniture, including furniture provided by the Racecourse, is allowed to be moved into the front of the live music performance area at any time.

5.7 We reserve the right to designate any and all areas of the Racecourse as “No Smoking” areas. This also includes E-cigarettes and other forms of vapour emitting devices.

5.8 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.

## 6 Dress Code

6.1 We may at our discretion implement a dress code for particular race days, for specific enclosures on race days and/or any other areas of the Racecourse where a particular dress code is required as specified in **Annex A**.

6.2 All Attendees must comply with the dress code for each race day, for each enclosure and/or any other areas of the Racecourse where a dress code may be in force from time

to time.

- 6.3 We reserve the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying.
- 6.4 Attendees must not wear any clothing which may appear partisan or which may cause offence to others.

**7 Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity including Charity Collections**

- 7.1 Only those Attendees who have been given express prior permission by the Operator to trade, advertise, distribute leaflets, charity collect or conduct any other commercial or promotional activities on the Racecourse may do so.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 If any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse (for example, items of clothing) we reserve the right to refuse entry to any Attendee in possession of such material and to confiscate such material from Attendees within the Racecourse.

**8 Betting**

- 8.1 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.
- 8.2 You may place bets with those on-course bookmakers or other properly authorised betting businesses.

**9 Food and Drink**

- 9.1 Picnics are welcome at Kempton Park Racecourse (excluding the Winter Festival) but can only be consumed in the designated area.
- 9.2 Attendees are advised that no alcohol is permitted to be brought onto the premises and any will be confiscated on arrival by a member of the security team.
- 9.3 Anyone with special dietary requirements is advised to contact the Racecourse beforehand to arrange a special dispensation on the ruling.
- 9.4 A reasonable amount of food for young children under 5 years of age and babies is permitted into any enclosure.

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

**YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION 10: Non-compliance with the**

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

- 10.1 You shall not use any device or technology to capture, record, store, transmit or broadcast any data relating to any race, fixture or other race-related activity at the Racecourse, 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, result; 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’.
  - f. Any artist or music performance
- 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 You may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse Wi-Fi where it is made available that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites. The full list of betting websites that the Operator agrees to make available to Attendees through the Racecourse Wi-Fi from time to time will be listed on the webpage that Attendees will be automatically directed to when connecting to the Wi-Fi.
- 10.8 We reserve the right to confiscate any camera, video equipment, mobile telephone, radio and 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 it is in your possession and delete any such content if we believe you have breached or are likely to breach this Clause 10.

10.9 Unless you are an accredited member of the media with permission sought through the Press Office before arrival, you are not allowed to use a 'professional camera' (a camera with a substantial detachable lens) on the Racecourse. Compact digital cameras and mobile phones however are acceptable photographic equipment and are acceptable to use on the Racecourse.

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

11.1 You are not permitted to report on, broadcast or otherwise write any article about a race or fixture at the Racecourse.

11.2 You will need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at the Racecourse.

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

12.1 All Attendees (which for the purpose of this Condition includes horses and Attendees with children) are reminded that many races and fixtures are given coverage on television, radio, 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 promotion of the Racecourse.

12.2 Accordingly, you shall have no right to object to, or demand any payment in respect of, you, 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.

12.3 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.

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

## **13 Dogs**

13.1 Dogs are not permitted in any enclosure except for those required for disabled assistance.

13.2 Where dogs are permitted they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.

13.3 To the extent we are legally able to do so, we reserve the right, if necessary, to force entry into a car to release animals which may be suffering.

## **14 Loss or Damage**

14.1 Any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be liable for any loss, injury or damage, howsoever caused, to any Attendee or their property ("**Loss**") except where and only to the extent that any such Loss is caused by our negligence or the negligence of our employees.

14.2 You must not leave any bags or other items of personal property unattended in the premises. Any personal possessions or other items (including without limitation

clothing, wallets and mobile telephones), which are found in the premises, shall be retained by the premises for a period of 30 days following their discovery. During this period, you may collect any item which belongs to you from the premises upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, the Operator reserves the right to dispose of any such items as it sees fit without any further liability to You (not withstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.

- 14.3 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.
- 14.4 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.
- 14.5 Nothing in these Conditions shall limit or exclude our liability in respect of death or personal injury caused by our own negligence or fraudulent act or omission or for any other liability which cannot by law be excluded or limited.
- 14.6 Nothing in these Conditions shall affect the statutory rights of any Attendee attending the Racecourse as a consumer.
- 14.7 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.
- 14.8 The maximum sum for which the Operator shall be liable for any loss or damage howsoever caused shall be limited to the sum of £50.00.

## 15 **Parking**

- 15.1 All vehicles parked or stored within the Racecourse and any land surrounding the Racecourse owned or controlled by the Operator, are parked at the owners risk and the Operator accepts no responsibility for such vehicles.
- 15.2 All vehicles must be driven with 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.
- 15.3 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 it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

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

- 16.1 Race fixtures and races may be abandoned at any time by the Operator or in accordance with directions from the British Horseracing Authority and any successor body, the police or other emergency services. Fixtures and races may also be delayed or abandoned in other circumstances beyond our reasonable control.
- 16.2 In the event of any fixture being abandoned the refund policy is as set out in Annex B.
- 16.3 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on racedays (see Annex B).
- 16.4 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing.
- 16.5 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.

16.6 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.

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

## **17 Ancillary Events**

17.1 In addition to races, other events (such as live music) may be scheduled to take place at the Racecourse on a raceday (an Ancillary Event).

17.2 Attendees acknowledge that an Ancillary Event may be scheduled to take place outdoors and an Ancillary Event may be delayed, cancelled or re-scheduled at any time by the Operator due to circumstances beyond our reasonable control (including, without limitation, due to adverse weather conditions). Where reasonably necessary, the Operator reserves the right to make alterations to the published programme relating to the Ancillary Event.

17.3 In the event that any Ancillary Event is delayed, cancelled or re-scheduled, the refund policy as set out in Annex B shall apply.

17.4 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on racedays. To obtain a refund Attendees should send their ticket with full address details, within 1 month of the date of the race meeting to: Kempton Park Racecourse, Staines Road East, Sunbury on Thames, Middlesex, TW16 5AQ.

17.5 We give no guarantee that any Ancillary Event will take place. Where an Ancillary Event is cancelled or re-scheduled, where practicable, we will take reasonable steps to notify you using the details you provided us with at the time of purchasing your ticket. However:

- a. We do not guarantee that you will be informed of such cancellation or re-scheduling before the date of the Ancillary Event; and
- b. It is the responsibility of the Attendee to check whether an Ancillary Event has been cancelled or re-scheduled and the date and time of any re-scheduled Ancillary Event.

17.6 Save as set out in these Conditions, we will have no further liability in relation to any cancelled, delayed or re-scheduled Ancillary Event.

## **18 Payment Terms**

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

18.2 We reserve the right to deny entry to any person who has not paid us in full for a ticket, badge or any other form of entry (including hospitality and package).

## **19 Evacuations**

19.1 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 and via

other communication systems.

19.2 Any emergency should be reported immediately to a member of staff at the Racecourse and/or the Racecourse Office.

## 20 **Enforcement**

20.1 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.

## 21 **Law**

21.1 These Conditions shall be governed by the laws of England and Wales/Scotland.

21.2 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/Scotland shall have exclusive jurisdiction.

## 22 **Rewards4Racing**

22.1 All customers of the Operator will, on purchasing a ticket online or through our call centre, automatically (and free of charge) be enrolled in, and have the credit/debit card which they used to purchase the Ticket(s) registered with, our loyalty programme, Rewards4Racing.

22.2 This will allow the Operators' customers to accumulate Reward Points by using their registered card when purchasing tickets online or through the call centre with the Operator, as well as at a number of other high street and online retailers (full details are available at [www.rewards4racing.com](http://www.rewards4racing.com)). We will only be able to add points to your Rewards4Racing account if your orders are paid for by credit/debit card.

22.3 Should a customer of the Operator wish to opt out of Rewards4Racing, they may do so at anytime by emailing Rewards4Racing at [admin@rewards4racing.com](mailto:admin@rewards4racing.com). Full details of the Rewards4Racing loyalty programme and the benefits offered are available on the Rewards4Racing website.

22.4 Rewards4Racing is governed by its own set of Terms and Conditions which are available by visiting [www.rewards4racing.com](http://www.rewards4racing.com).

## 23 **Liability**

23.1 Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk. We will not be liable to you for any loss of enjoyment or wasted expenditure.

23.2 Our liability to you in connection with the event (including, but not limited to, for any cancellation, rescheduling or material change to the event) and the item you have purchased shall be limited to the price paid by you for the item, including any per item service charge but excluding any per order handling fee.

**ANNEX A**  
**Standard Dress Code Description**

Kempton Park Racecourse does not currently publish a formal dress code, but requires Attendees to be appropriately dressed. As a general rule, a smart-casual dress code applies. Fancy dress is permitted as long as it is not deemed offensive and we reserve the right to decline entry should the need arise.

**1 Other information relating to Dress Codes**

- 1.1 The Racecourse may at its discretion implement a dress code for a particular race day, for specific enclosures on race days and/or any other areas of the Racecourse where a particular dress code is required.
- 1.2 All Attendees must comply with the dress code for each race day, for each enclosure and/or any other areas of the Racecourse where a dress code may be in force from time to time.
- 1.3 The Racecourse reserves the right to vary the dress code at its discretion for specific areas on race days and/or any other areas of the Racecourse where a particular dress code is required.
- 1.4 The Racecourse reserves the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying.

**ANNEX B**  
**Abandonment Policy & Refund Procedure**  
**Racecourse Regulations and Notices**

- 1 The Operator may abandon racing;-
  - 1.1 Where so directed by the BHA, the police or emergency services or their respective servants or agents; or
  - 1.2 In any emergency or other exceptional circumstances beyond the reasonable control of the Operator.
  - 1.3 In the event of racing being abandoned, only the face value of the ticket will be refunded and the Operator will not be liable for any further loss of money or expenses incurred.
  - 1.4 The refund policy is only applicable to tickets purchased from our authorised sellers.
  - 1.5 Refunds on tickets purchased will only be paid in the following circumstances –

**Standard Raceday**

- a) Abandonment before completion of the first race – a full refund will be given.
- b) Abandonment before completion of the third or feature race, whichever is later – a 50% refund will be given.
- c) Abandonment thereafter – no refund will be given.

**Music/Concert and Racedays**

In the event that any live music performance on the main stage is abandoned, the following policies will apply –

- **Should racing take place and**
  - a) The live music performance is abandoned or the performance lasts less than 20 minutes, an 80% ticket refund will be applicable of the face value.
  - b) The live music performance is over 20 minutes but under 45 minutes, a 40% ticket refund will be applicable of the face value.
  - c) The live music performance is 45 minutes or over, no refunds will be issued.

- **Should no racing take place and**
  - a) The live music performance is abandoned or the performance lasts less than 20 minutes, a 100% ticket refund will be applicable of the face value.
  - b) The live music performance is over 20 minutes but under 45 minutes, a 50% ticket refund will be applicable of the face value.
  - c) The live music performance is 45 minutes or over, a 20% ticket refund will be applicable of the face value.
- In any event, should the line-up of the band, group or Artist change or a member of the group or Artist does not attend then the Operator will not be liable for ticket refunds, any loss of money and/or expenses incurred.

**Please note - No refunds can be issued on the day.**

To obtain a refund racegoers should follow the procedure below:

- a) If tickets, badges or car park labels were purchased in advance via the ticketing phonenumber, the internet or by post by Debit/Credit Card, an automatic refund will be made to the original payment method.
- b) If tickets, badges or car park labels were purchased in advance by any other means, or your card has expired for any reason, we will contact you regarding your refund.
- c) If tickets, badges or car park labels were purchased on the raceday, attendees should send their ticket with full customer details within 28 days of the date of the race meeting to Kempton Park Racecourse, Staines Road East, Sunbury on Thames, Middlesex, TW16 5AQ.
  - a. Attendees are responsible for ensuring any ticket is returned. The Operator shall not be able to process refunds which are not returned directly to the above office. A refund will then be processed and returned to the customer accordingly.
- d) Hospitality clients should contact us on 01372 477 747 or via [London.hospitality@thejockeyclub.co.uk](mailto:London.hospitality@thejockeyclub.co.uk).
- e) Any queries should always be directed to the Racecourse in the first instance.

### **Annex C**

#### **Kempton Park Racecourse Membership and Season Cards**

- a) Annual badges holders will not receive any refund for any cancellation of live music performances or racedays.
- b) If an event is cancelled, altered or postponed, the Operator will use reasonable endeavours to try to contact the attendee as soon as possible to inform them.
- c) It is the attendees' responsibility to check the website or onsite marketing regularly in the run up to an event to ascertain whether an event has been cancelled or re-scheduled.
- d) The Operator shall not be in breach of the event ticket agreement by virtue of any cancellation, alteration or postponement.
- e) The Operator may make alterations to events which are not material in nature and so, no refunds will be given. A material change is a change which, in the Operator's reasonable opinion, significantly alters an event from its billing at the point of the ticket purchase.

**Annex D**  
**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:

- a. **“BHA”** means the British Horseracing Authority.
- b. **“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.
- c. **“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.
- d. **“Effective Date”** means 22<sup>nd</sup> June 2020
- e. **“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.
- f. **“JCR”** means Jockey Club Racecourses Limited (Company No: 02909409).
- g. **“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.
- h. **“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.
- i. **“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 document and hope you enjoy your day with us.

Kempton Park Racecourse