

RACECOURSE GUIDANCE DOCUMENTS

SAMPLE TERMS AND CONDITIONS OF ENTRY

TERMS AND CONDITIONS OF ENTRY TO TAUNTON RACECOURSE
(ENTRY CONTRACT)

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TERMS AND CONDITIONS OF ENTRY TO TAUNTON 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**), known as Taunton Racecourse (the **Racecourse**). These Conditions are issued by Taunton Racecourse Company Limited (The) (the **Operator** or **we**). Acceptance of these Conditions will result in a legally binding contract between you and the Operator which include the terms of the licence which we have granted to you to enter the Racecourse.
- **It is your responsibility to familiarise yourself with these Conditions.**
- These Conditions may also be referred to as Entry Contract.
- These Conditions apply to all persons entering the Racecourse. If you attend the Racecourse in any capacity other than as a private individual, you must also agree to a set of Special Conditions, which will apply in addition to the Conditions. The Special Conditions are available at the Racecourse Office.
- If you do not understand or have any questions relating to these Conditions or any Special Conditions you should contact the Operator without delay for clarification.
- Every Attendee entering the Racecourse shall be deemed to have accepted all The Rules of Racing and shall do so subject to The Rules of Racing published by the British Horseracing Authority from time to time.
- Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse in accordance with these Conditions.
- Children under the age of 18 years must be accompanied by an adult. Proof of age may be requested and, if so, must be provided.
- The re-sale of Tickets without our prior consent may lead to the Ticket being void (with no refund) and entry to the Ticketholder 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.
- Many races and fixtures are given coverage and made publicly available on television, radio, on the internet and in print and various other forms of media throughout the world. 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/material. If you do not wish to be included in such coverage/material, please do not attend the Racecourse. Please see Condition 12.

- Our liability under these Conditions is limited. Please see Condition 14.
- We reserve the right to search you and your belongings at any time whilst you are at the Racecourse. If you refuse a request to search you or your belongings, we might require you to leave the Racecourse.
- You must not bring alcohol into the Racecourse unless this is specifically permitted by the Operator. We will confiscate and dispose of any alcohol purchased off the premises that is not permitted by the Operator. The following Conditions apply to all Attendees.

1. **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 in order to comply with applicable laws or regulations, or to reflect changes to business practices or the way in which the Racecourse is run (**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 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 or profit-making enterprise whatsoever.

- (b) coupled or bundled with any other product or services or used for any commercial or promotional purpose whatsoever; or
- (c) offered or obtained as a competition prize,

without our consent (which we may withhold in our absolute discretion).

- 2.3 In the event that you are no longer able to attend a raceday for which you have a Ticket (other than a Badge or PASS Card), you may transfer, sell or offer for sale such Ticket at face value.
- 2.4 Any Ticket obtained from an unauthorised provider or in breach of Conditions 2.2 or 2.3 shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Racecourse and the Racecourse reserves the right to not refund any such void Tickets.
- 2.5 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.
- 2.6 Any data provided to the Operator when obtaining Tickets will be managed in line with the Operator's Privacy Policy, which is available here; <https://tauntonracecourse.co.uk/privacy-policy/>
- 2.7 The Operator may retain records of any suspected misuse of Tickets or other documents or entitlements to enter the Racecourse and may share those records with other racecourses and/or the British Horseracing Authority.
- 2.8 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.
- 2.9 These Conditions apply in addition to any other terms and conditions imposed on badgeholders, PASS Card holders or other entitlement that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in such other terms and conditions.
- 2.10 No refund shall be given in respect of any unused part of any Ticket.
- 2.11 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.
- 2.12 [If you decide to leave the Racecourse at any time other than in accordance with official instructions, you may be refused re-entry.]

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

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

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 buildings or facilities. We reserve the right to refuse or condition access to areas of the Racecourse from time to time and on a temporary or permanent basis for safety or other similar legitimate reasons.

4.2 Unless we give specific permission, you are prohibited from entering the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stables, the Judges' Box, the Winners' Enclosure, the Parade Ring, the Press Room, the Racecourse Data Collection Area and any other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.

4.3 Children under the age of 18 must be accompanied by an adult. You are responsible for each child that you bring onto the Racecourse and shall ensure each child complies with these Conditions.

4.4 Children under 12 are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances.

4.5 Your Ticket may restrict access to certain areas of the Racecourse including the various enclosures. Where a Ticket restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday. Transfers will be subject to application at the Racecourse Office.

4.6 No Ticket gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. All such rights are reserved. Any coverage or data made available at the Racecourse is made available for the personal use and consumption of Attendees only and redistribution to any person outside the Racecourse is strictly prohibited.

5. **Conduct of Attendees**

5.1 We reserve the right in our reasonable discretion at any time and without prior notice to refuse admission to or expel and/or ban any Attendee who, in our reasonable opinion:

- (a) has breached or is likely to breach these Conditions.
- (b) has previously been banned from attending the Racecourse.
- (c) has or is likely to commit a criminal offence or otherwise do anything which is unlawful; and/or
- (d) behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees,

and, any ban we may impose may, at our option, relate to the Racecourse and/or any other racecourse in Great Britain and may be temporary or permanent.

- 5.2 You must follow the reasonable written and/or verbal instructions of safety stewards, other staff or officials and the police or other emergency services present at the Racecourse at all times.
- 5.3 In the interests of safety or to check for items you are prohibited from bringing onto the Racecourse, we may request to conduct personal body searches of Attendees and/or search their personal belongings.
- 5.4 We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request.
- 5.5 The following items must not be brought onto the Racecourse: knives, fireworks, smoke canisters, air-horns, drinking glasses, bottles or other glass or similarly breakable containers, cans, poles and any other article that might be used as a weapon and/or may in our reasonable opinion compromise the safety of any person or animal present at the Racecourse. We shall be entitled to refuse entry to or expel and/or ban from the Racecourse any Attendee with such items in their possession.
- 5.6 The following are prohibited on the Racecourse:
 - (a) flags, banners, airhorns, noisemakers, fireworks, smoke canisters and other articles and any behaviour which may distract or frighten the horses.
 - (b) unauthorised small unmanned aircraft, aerial systems, drones, robotic equipment or vehicles that have not been expressly authorised by the Operator in writing.
 - (c) any behaviour which may disrupt or impair the experience of other Attendees, including any threatening behaviour, foul language, racial, homophobic, xenophobic, sexist and other discriminatory abuse or harassment.
 - (d) climbing fences, stands or any other structures or buildings.
 - (e) throwing any object without lawful authority or excuse.
 - (f) obstruction of gangways, access ways, exits, entrances, stairways and similar places.
 - (g) damaging or defacing Racecourse property.
 - (h) smoking (including e-cigarettes) in any designated "No Smoking" areas; and
 - (i) any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing.

- 5.7 We reserve the right to designate any and all areas of the Racecourse as "No Smoking" areas.
- 5.8 From time to time, we may close racetrack crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the racetrack other than at an open crossing.
- 5.9 If you are expelled or banned from the Racecourse for any reason set out in these Conditions, you will not be eligible for any compensation, refund, readmission or other redress.

6. **Dress Code**

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**

7.1 Only those Attendees who have been given express prior permission by the Operator to trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse may do so. Trading, advertising, leafleting and commercial or promotional activities by all other Attendees is strictly prohibited. This prohibition extends to and includes:

- (a) any unauthorised badge, ticket or racecard sellers or hawkers; and
- (b) any person directly or indirectly involved in the collation and/or distribution of any audio, visual, audio-visual coverage of or data relating to any race or fixture at the Racecourse or any other British racecourse which has not been expressly permitted in advance by the Operator.

7.2 We reserve the right to confiscate any equipment, stock or other materials in the possession of any Attendee whilst on the Racecourse who is, or whom we reasonably believe to be, involved in unauthorised trade, advertising, leaflet distribution or other commercial or promotional activities.

7.3 We reserve the right to take such legal action (including where appropriate obtaining injunctive and other relief) against or in respect of any person or entity that is in breach of this Condition 7, who has in the past breached this Condition 7 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 7.

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**

You shall not lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless we give you written permission to do so. You may place bets with those on-course bookmakers or other properly authorised betting businesses.

9. **Food and Drink**

You shall not take any food, drink, glass bottles or glasses onto any part of the Racecourse unless this is specifically permitted by the Operator.

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

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

10.1 Save as expressly permitted by these Conditions (including without limitation by Condition 10.4), you shall not use any device or technology to capture, record, store, transmit or broadcast any footage, data or other material relating to any race, fixture or other race-related activity (including Ancillary Events) at the Racecourse.

10.2 In particular, you must not capture, record, store or transmit (including live stream):

- (a) any pictures of horses preparing for a race – including pre-parade riding, Saddling Boxes and Parade Ring;
- (b) any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring;
- (c) any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV;
- (d) any data relating to any race (either at the Racecourse or any other racecourse) – e.g. odds, Going, colours and colour changes, jockey changes, results; or
- (e) any activities in integrity areas (i.e. areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only'.

10.3 The list in Condition 10.2 is indicative of the types of activity prohibited by Condition 10.1 but that list is not exhaustive (meaning that there may be other activities which would fall within the prohibition in Condition 10.1).

- 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) save in relation to Ancillary Events, 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 is hereby assigned to us by way of present assignment of future rights. 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. You waive any so-called “moral rights” (including rights to be identified as the author, and the right to object to derogatory treatment) that you may have in relation to any such materials.
- 10.6 You acknowledge and agree that racing data as set out in Condition 10.2(d) above constitutes the Operator's (or its licensor's) intellectual property and confidential information and that you must not collect, collate, aggregate, copy, communicate, publish, market, sell, or otherwise use any such data without the Operator's express consent. Attendees should be aware that we, or our authorised representatives, will vigorously prosecute any Attendee who breaches or is likely to breach this Condition.
- 10.7 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.
- 10.8 You may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse wifi that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites.
- 10.9 We reserve the right to confiscate any camera, video equipment, mobile telephone, radio and any telecommunications or other device (including computer similar equipment) and any media or device upon which any audio/visual content or data may be stored that is in your possession and delete any such content if we believe you have breached or are likely to breach this Condition 10.

11. **Journalists, Publishing and Reporting**

You are not permitted to report on, broadcast or otherwise write any article about a race, fixture or Ancillary Event at the Racecourse. You will need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at the Racecourse.

12. **Media Coverage and recording for promotional and security purposes.**

12.1 All Attendees (which for the purposes of this Condition includes Attendees with horses and Attendees with children) are reminded that many races and fixtures are given coverage and made publicly available on television, radio, on the internet and in print and various other forms of media throughout the world. 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, as well as in printed or electronic material consisting of moving and/or still imagery used for the promotion and marketing of the Racecourse and horseracing in general, and for entertainment, editorial and training purposes, by the Operator, its business partners (including Racecourse Media Group (RMG)) and other media organisations. If you do not wish to be included in such coverage or other material, please do not attend the Racecourse.

12.2 Accordingly, you shall have no right to or demand any payment in respect of, your, your horse's or your children's inclusion in any such coverage whether produced by the Operator or by RMG or other third parties authorised by the Operator. Furthermore, by entering the Racecourse you accept (for yourself and on behalf of any children in your care) the passing of still or moving images of you/them to third parties authorised by the Operator (including RMG) for the purposes of the production of printed or electronic material to be used as set out above.

12.3 You acknowledge that, on request, you may be asked to give additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

12.4 You acknowledge that the Racecourse is, by its nature, a public place, and you should have no expectation of privacy as regards your actions and conduct at the Racecourse. If you are identifiable in any coverage or printed or electronic material as a result of your attendance at the Racecourse, the Operator (and/or its business partners, including RMG) will process your personal data in accordance with its, and RMG's, legitimate interests for the purpose of making, exploiting and promoting its, and RMG's, business and the Racecourse. You can learn more about how your personal data will be processed by visiting the Operator's Privacy Policy. RMG's Privacy Policy is accessible here.

12.5 You acknowledge that CCTV recording is in operation throughout the Racecourse and that video and audio footage may be passed on to the police or other enforcement bodies in connection with civil and criminal enforcement.

13. **Dogs**

- 13.1 Dogs (other than assistance dogs) are not permitted on the grandstand side of the course.
- 13.2 Dogs are permitted in the centre course. They must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.
- 13.3 You are advised to make alternative arrangements for dogs prior to arriving at the Racecourse. 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 Nothing in these Conditions shall limit or exclude our liability in respect of death or personal injury caused by our negligence or fraudulent act or omission or for any other liability which cannot by law be excluded or limited.
- 14.2 Nothing in these Conditions shall affect the statutory rights of any Attendee attending the Racecourse as a consumer.
- 14.3 Subject to Conditions 14.1 and 14.2, any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be responsible 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 other breach of duty, or the negligence or other breach of duty of our employees or authorised agents.
- 14.4 If you leave any property at the Racecourse, we will endeavour to retain such property for a period of two months during which time you may contact us to arrange a time to collect it. Any property left unclaimed at the Racecourse for longer than this period will be disposed of.
- 14.5 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 (including, in particular, any horses and children in their care) at all times.
- 14.6 You are responsible for any damage you cause (or a child or horse 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.

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 owner's risk and the Operator accepts no responsibility for such vehicles or their contents.

15.2 All vehicles must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of staff and other officials at the Racecourse. Vehicles must only be driven along routes and parked in areas specifically designated by the Operator. We reserve the right to require that any vehicle be moved, or to move any vehicle, if it is not parked in an area designated by the Operator or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

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

16.1 Race fixtures and races may be abandoned or held behind closed doors 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, abandoned or held behind closed doors in other circumstances beyond our reasonable control.

16.2 Refunds are paid only in the event of an abandonment.

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.

16.4 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing, or racing held behind closed doors, including in respect of any travel or accommodation costs, or any compensation in respect of loss of enjoyment or potential winnings.

16.5 We give no guarantee that any race or race meeting will take place; nor do we give any representation or warranty or make any promises concerning the nature or quality of any race or meeting which may be held at the Racecourse, including which horses or jockeys will be participating.

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, pandemic, epidemic or other circumstances concerning the healthcare or well-being of humans and/or animals.

It is responsibility of the Attendee to check whether a raceday has been cancelled or rescheduled and the date and time or any rescheduled race or raceday. [We will endeavour to provide advance notice and information regarding any cancellations or rescheduling on the Racecourse's website and social media channels.]

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 16.2 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.

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 responsibility of the Attendee to check whether an Ancillary Event has been cancelled or rescheduled and the date and time or any rescheduled 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**

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.

19. **Evacuations**

In the event of an emergency (bomb scare, fire hazard, etc.) all areas must be evacuated. Please listen to announcements over the public address system. Any emergency should be reported immediately to a member of staff at the Racecourse and/or the Racecourse Office.

20. **Enforcement**

If we fail or delay to enforce our rights under these Conditions, this does not mean we cannot or will not choose to do so at a later date.

21. **Law**

These Conditions shall be governed by the laws of England and Wales. In the event of a dispute relating to these Conditions, any contract we have with you or any other claim you may have against the Operator (including in negligence) the courts of England and Wales shall have exclusive jurisdiction.

22. **PART II - SPECIAL CONDITIONS**

23. **SPECIAL CONDITIONS A - PARTICIPANTS IN RACING**

1. **Scope of Special Conditions A**

- 1.1 These Special Conditions A apply to all Attendees who are actually involved in racing at a particular fixture whether as racecourse officials including but not limited to BHA officials, racehorse owners, trainers, jockeys, veterinary or other animal care or welfare professionals, assistants to any of the foregoing, stable staff, drivers or other Attendees fulfilling comparable roles directly related to the business of racing on the relevant day (**Racing Professionals**).
- 1.2 These Special Conditions A apply whether or not a Racing Professional Attendee holds a PASS Card or other entitlement to enter the Racecourse.

2. **Applicable Conditions**

- 2.1 Where your entry to the Racecourse is by PASS Card you must show your PASS Card at the PASS entrance to collect your day badge allocation.
- 2.2 Where appropriate, your PASS Card and/or badge will entitle you to access to the Racecourse's Owners' and Trainers' facilities, the Parade Ring and the Winners' Enclosure. Racing Professionals will be granted access to the different areas of the Racecourse depending upon the role of the relevant Racing Professional, as we determine.
- 2.3 All vehicles, including all vehicles used to transport horses, must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of Racecourse staff and other officials. Vehicles must only be driven along routes and parked in areas specifically designated by us. We reserve the right to require that any vehicle be moved if it is not parked in an area designated by us or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

24. SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES

3. Scope of Special Conditions B

- 3.1 We (and or our duly authorised agents and sub-licensees) may from time to time enter into agreements with third parties under which those third parties, their sub-contractors and licensees are permitted to enter the Racecourse for the purpose of producing still images or audio/visual/data coverage of races and fixtures and/or transmitting, broadcasting or otherwise distributing such coverage from the Racecourse (a **Third Party Media Agreement**). These Special Conditions B apply to all Attendees who are present on the Racecourse under the terms of a Third Party Media Agreement (**Media Attendees**).
- 3.2 These Special Conditions B apply whether or not a Media Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.
- 3.3 Subject to any special conditions that may be agreed in any Third Party Media Agreement all Media Attendees granted access to the Racecourse under these Special Conditions B must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Media Attendee admitted under these Special Conditions B who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

4. Your Rights

- 4.1 Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 10. However, where Media Attendees are present on the Racecourse under the terms of a Third Party Media Agreement it is likely that the scope of the rights which the relevant third party enjoys in respect of, or to produce and exploit, audio/visual/data coverage of races and fixtures will be wider than that permitted under Condition 10.
- 4.2 To the extent that the rights granted under a Third Party Media Agreement are wider than the rights granted under the General Conditions, including (but not limited to) Condition 10, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third Party Media Agreement.
- 4.3 Please note, however, that save where we have expressly agreed otherwise in writing the rights granted a third party under a Third Party Media Agreement will be personal to that third party. Accordingly, Media Attendees' rights to attend the racecourse will be strictly as an employee or

sub-contractor to the relevant third party and Media Attendees will not be entitled to exercise any rights to, or to produce and exploit, audio/visual/data coverage of races and fixtures on their own behalf or for any purpose other than that permitted under the relevant Third Party Media Agreement.

- 4.4 Media Attendees must comply with the terms of any applicable BHA Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA Instructions 5.1 and 5.2.

5. **Third Party Media Agreements to Prevail**

If and to the extent that there is any conflict between these Conditions and the terms of any Third Party Media Agreement, the terms of the Third Party Media Agreement shall prevail.

25. **SPECIAL CONDITIONS C - PHOTOGRAPHERS**

6. **Scope of Special Conditions C**

- 6.1 These Special Conditions C apply to all Attendees who have been granted an express licence by the Racecourse and who hold badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA to take photographs of races, fixtures and other activities on the racecourses (**Photographers' Accreditation**). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee but these Special Conditions C apply to any press badges allocated by this or any successor body empowered by the RCA to do so.

- 6.2 Only those persons who attend the Racecourse holding a valid and subsisting Photographers' Accreditation (**Authorised Photographers**) will be entitled to enter the Racecourse on the basis of these Special Conditions C.

- 6.3 Without prejudice to Condition 6.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

7. **Special Conditions for Holders of Photographers' Accreditation**

- 7.1 In these Special Conditions C the following words and expressions shall have the following meanings:

- 7.1.1 **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.

- 7.1.2 **Newspaper** and **News Magazine** mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.
- 7.1.3 **Photograph** means any still visual image, or information capable of being converted into a still visual image, (whether such still visual image is in physical, negative or digital form or any other form of electronic storage of whatever nature and whether existing now or invented in the future) but shall specifically exclude any moving images, digital sequencing or audio in any form.
- 7.1.4 **Publish** means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).
- 7.2 Authorised Photographers shall produce satisfactory evidence of their Photographer's Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when asked to do so.
- 7.3 All Authorised Photographers granted access to the Racecourse under these Special Conditions C must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions C who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.
- 7.4 Authorised Photographers must wear any form of identification issued by us to identify them as Authorised Photographers and will return any such identification upon request.
- 7.5 Save as we may expressly agree otherwise in writing from time to time, Authorised Photographers must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.
- 7.6 Authorised Photographers will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions C.
- 7.7 Authorised Photographers will only Publish Photographs:
- 7.7.1 in a Newspaper or News Magazine; or
- 7.7.2 as a reproduction on the Internet of an equivalent electronic version (operating under the same or a substantially similar title

or brand name) of any Newspaper or News Magazine in which the Photograph is actually Published. A Photograph must only be made available on the Internet subject to terms which incorporate clear and legally binding provisions prohibiting:

- (a) the reduction of any Photograph to hard copy form; and/or
- (b) the Publication of any Photograph except in order to enable it to be viewed on the relevant Internet website or service.

We acknowledge that Newspaper and News Magazine versions of a Photograph may be published at different times to Internet website versions of the same Photograph and that the different versions may therefore not be identical.

- 7.8 Authorised Photographers must comply with the terms of any applicable BHA Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to Conditions 5.1 and 5.2.

26. **SPECIAL CONDITIONS D - PRESS**

8. **Scope of Special Conditions D**

- 8.1 These Special Conditions D apply to all Attendees except on-course bookmakers' representatives who hold press badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA (**Press Accreditation**). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee but these Special Conditions D apply to any press badges allocated by this or any successor body empowered by the RCA to do so.
- 8.2 Only those persons who attend the Racecourse holding a valid and subsisting Press Accreditation (**Authorised Journalists**) will be entitled to enter the Racecourse on the basis of these Special Conditions D.
- 8.3 Without prejudice to Condition 8.2, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

9. **Special Conditions for Holders of Press Accreditation**

- 9.1 In these Special Conditions D the following words and expressions shall have the following meanings:
 - 9.1.1 **Article** means any composition or fixture report created at the Racecourse about a race or fixture or about any person involved

in any race or fixture, whether for immediate, simultaneous or delayed publication or other distribution.

- 9.1.2 **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- 9.1.3 **Mobile Text Service** means a service, whether free or pay, via which text only (that is, no audio/visual content whatsoever) versions of Articles are distributed using mobile telecommunications technologies such as GPRS and 3G to devices which are capable of two-way communications of data and voice and intended for use while the user is in motion.
- 9.1.4 **Newspaper** and **News Magazine** mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.
- 9.1.5 **Publish** means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).
- 9.2 Authorised Journalists shall produce satisfactory evidence of their Press Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when asked to do so.
- 9.3 All Authorised Journalists granted access to the Racecourse under these Special Conditions D must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions D who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.
- 9.4 Authorised Journalists must wear any form of identification issued by us to identify them as Authorised Journalists and will return any such identification upon request.
- 9.5 Save as we may expressly agree otherwise in writing from time to time, Authorised Journalists must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.
- 9.6 Authorised Journalists will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions D.

- 9.7 Authorised Journalists will only Publish Articles:
- 9.7.1 in a Newspaper or News Magazine; or
 - 9.7.2 as a reproduction on the Internet or a Mobile Text Service of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or News Magazine in which the Article is actually Published. The terms upon which any Article is made available on an Internet website or a Mobile Text Service must incorporate clear and legally binding provisions prohibiting:
 - (a) the reduction of any Article to hard copy form; and/or
 - (b) the Publication of any Article except in order to enable it to be viewed on the relevant Internet website or Mobile Text Service.

We acknowledge that Newspaper and News Magazine versions of an Article may be published at different times to Internet website or Mobile Text Service versions of the same Article and that the different versions may therefore not be identical.

- 9.8 Authorised Journalists will not Publish:
- 9.8.1 "live text coverage" (or similar) of any race or fixture or any other activity at the Racecourse; or
 - 9.8.2 any statistics or other information for commercial exploitation (including but not limited to any of those items of racing data referred to in Condition 10.3).
- 9.9 Authorised Journalists are not permitted to take photographs or make other visual records of any race, fixture or other activity at the Racecourse unless they have also been permitted access to the Racecourse as Authorised Photographers under Special Conditions C or are otherwise permitted to do so under the terms of a Third Party Media Agreement and Special Conditions B.
- 9.10 Authorised Journalists must comply with the terms of any applicable HRA Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA Instructions 5.1 and 5.2.
- 9.11 Authorised Journalists should not use the Press Room or other press facilities when not working. Only Authorised Journalists may enter the press room. No associates or family members may be brought into the Press Room.
- 9.12 Smoking is prohibited in the Press Room.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF

10 Scope and Duration of Special Conditions E

- 10.1 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse. This includes Bookmakers (as defined in paragraph 1.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.
- 10.2 All references to ‘Special Conditions E’ shall include all and any policies and/or procedures referred to in them.
- 10.3 These Special Conditions E shall take effect on 23 October 2023.
- 10.4 We shall provide at least 3 months' notice of our intention to make any material change to these Special Conditions E and before making any such material change shall consult with the Bookmakers. Full details of any material change shall be made available via our Nominated Contractor's website not less than 2 weeks before such material change comes into effect.
- 10.5 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

Bookmakers and Staff

- 10.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:
- 10.6.1 the holders of a general betting operating licence; and
- 10.6.2 any person employed by the holder of a general betting operating licence under a written contract of employment and named on the general betting operating licence of their employer.

For the purposes of these Special Conditions E, this category of Attendees shall be known as **Bookmakers**.

Staff means any employee or other person engaged by a Bookmaker to provide or assist with the carrying out of bookmaking activities on behalf of the Bookmaker, but who does not accept or lay off bets.

- 10.7 These Special Conditions E apply to all Bookmakers and Staff whether or not they hold any other badge, PASS Card or other entitlement to enter the Racecourse.

IMPORTANT NOTE TO BOOKMAKERS

10.8 Nothing in these Special Conditions E:

10.8.1 shall require us to admit to the Racecourse any Bookmaker or Staff who has or in our reasonable opinion is likely to commit an offence, a breach of these Special Conditions E or behave in an unacceptable manner;

10.8.2 shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (inclu

27. **SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS**

10. **Scope of Special Conditions F**

- 10.1 These Special Conditions F apply to all Attendees who are not permitted to enter the Racecourse under any of the other Special Conditions but who have been permitted by the Racecourse to carry on a trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse which would otherwise be prohibited by Condition 7.
- 10.2 Only those Attendees who have been granted express written permission by us to enter the Racecourse on the basis of these Special Conditions F (a **Commercial Authorisation**) shall be entitled to do so (**Authorised Commercial Attendees**). All Attendees wishing to obtain Commercial Authorisation must apply to us well in advance of the date of the fixture on which they wish to carry on a commercial or promotional activity. We shall be entitled to take a reasonable period to assess and respond to any such request and to negotiate and agree the terms of any Commercial Authorisation.
- 10.3 These Special Conditions F apply whether or not an Authorised Commercial Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

11. **Entitlement to Carry on a Trade, Advertise, Distribute Leaflets and Conduct other Commercial or Promotional Activities**

- 11.1 We will grant all Commercial Authorisations in writing. Only written Commercial Authorisations will be valid and binding upon us.
- 11.2 All Authorised Commercial Attendees must produce satisfactory evidence of your Commercial Authorisation upon demand. We reserve the right to refuse entry to, or to expel, any Authorised Commercial Attendee who does not produce such evidence when asked to do so.
- 11.3 All Authorised Commercial Attendees granted access to the Racecourse under these Special Conditions F must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions F who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

- 11.4 Authorised Commercial Attendees must wear any form of identification issued by us to identify them as Authorised Commercial Attendees and will return any such identification upon request.
- 11.5 Authorised Commercial Attendees may only carry on the commercial activity expressly referred to in the relevant Commercial Authorisation and no other commercial activity. We reserve the right to limit the physical areas on the Racecourse where an Authorised Commercial Attendee may carry on commercial activity and to specify the times at which he or she may do so. We further reserve the right to make changes to the scope and other terms of any Commercial Authorisation where reasonably required for the smooth and safe operation of the Racecourse and to minimise disruption or annoyance to other Attendees.
- 11.6 Where we require Authorised Commercial Attendees to do so, you will demonstrate the trade and/or provide samples of the products, leaflets, advertising or other commercial or promotional materials you wish to distribute at the Racecourse. Where we grant a Commercial Authorisation to carry on a particular trade or distribute a particular product or material the relevant Authorised Commercial Attendee will ensure that the actual trade, product or material will conform with any demonstration or sample you have provided to us in advance. We shall be entitled to refuse entry to, or to expel, any Attendee where this requirement is not met. All trades and other commercial or promotional activities carried on at the Racecourse on the terms of any Commercial Authorisation shall be carried on at the risk and liability of the relevant Authorised Commercial Attendee. We shall have no liability for any such trade, commercial or promotional activity. However, we shall be entitled to require an Authorised Commercial Attendee to reimburse us on an indemnity basis for any losses, liabilities, costs, claims or expenses we suffer or incur as a result of or in connection with any trade, commercial or promotional activity carried on by that Authorised Commercial Attendee.

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29. ANNEX

1.1 BHA Instructions Relevant to Media

1. The attention of all Members of the Media is drawn to Condition 5.1 and 5.2:
 - 1.1 Photographers may not position themselves on the racing surface or on or above the take-off or landing side of a fence or hurdle and are to remain on the outside of any running rail and are not to lean over any part of it. In addition, photographers must not stand behind any wing of a fence or hurdle or protrude a camera through any part of a wing.
 - 1.2 Tripods and ladders must not be used before or for 45ft after a fence or hurdle. Camera support spikes may be used but must be behind the line of the running rail upright.
 - 1.3 Photography is not to take place in the saddling boxes, parade ring, weighing room except with permission. This is only to be granted to photographers engaged in specific projects and under no circumstances is photography to take place in the official racecourse stables.
 - 1.4 Photography inside the winners' enclosure is to be restricted to those who are authorised by the Managing Executive.
 - 1.5 With the exception of floodlit meetings, where special permission in specified areas may be granted, the use of flash equipment is not allowed on racecourses. Flash photography of horses when they are on the racing surface must not be permitted.
 - 1.6 Photography of on-going medical or veterinary treatment is not permitted. Specific examples where photography is not considered acceptable, although the list is not exhaustive, include horses or riders undergoing treatment when screens have been erected, the interior of an ambulance when a patient is on board and inside designated treatment areas for both humans and equines.
2. Filming on the Racecourse is subject to contractual arrangements being in place prior to the raceday. Advance contact should be made with the racecourse managing executive to arrange the necessary accreditation.
3. The attention of all television and radio broadcasters is drawn to:
 - 3.1 Filming or radio interviews are not to take place on racedays in the following designated integrity areas without the prior

Section 1.9

permission of The Racecourse: Weighing Room complex, Sampling Unit, Racecourse Stables, Judges' Box, Stewards' Viewing Boxes, The Start.

- 3.2 The siting of television cameras and the activities of broadcasters in all other areas of the Racecourse are matters to be decided by the managing executive, who must always take into account safety, the smooth running of the meeting and ensure compliance with the requirements of paragraphs 3.4 - 3.10 (shown below).
- 3.3 If Racecourse Officials consider that the activities of television crews in these areas are a threat to safety, the smooth running of the meeting or contravene paragraphs 3.4 – 3.10 below they will immediately inform the managing executive who will deal with the situation without delay in line with the requirements in paragraph 3.2.
- 3.4 The proposal to introduce any new type of tracking camera must first be cleared for safety by television companies with the BHA Racing Department.
- 3.5 Tracking cameras must travel no less than ten yards from the side of the course or, if this is impossible no less than 50 yards in front of the leading horse. Vehicles carrying these cameras must be careful to avoid rapid acceleration or deceleration.
- 3.6 Any mobile camera designed to be carried by horse or rider must be authorised by the PJA. A protocol for its use will then be developed by the BHA with racing's associations and the television companies.
- 3.7 Cameras at the start are not to be placed in such position that they will upset the horses or impede the starting procedures.
- 3.8 If cameras are positioned at the winning line, they must be sited so as not to interfere in any way with the photo finish mirror or the integrity cameras, or be attached to the winning post. Where facilities for cameras are limited, the integrity cameras must be given priority.
- 3.9 Broadcast cameras must not restrict the view of the Racecourse Stewards, Officials or integrity cameras.
- 3.10 The siting of any cameras which encroach onto the track is to be agreed beforehand with the Inspector of Courses and the Racecourse.