

TERMS AND CONDITIONS OF ENTRY TO THE RACECOURSE NEWBURY (INCLUDING PITP)

TERMS AND CONDITIONS OF ENTRY TO NEWBURY RACECOURSE
IMPORTANT – PLEASE READ

- These Conditions apply to <u>all</u> persons entering the racecourse and grounds (**Attendees / you**) known as Newbury Racecourse (the **Racecourse**). These Conditions are issued by Newbury Racecourse (the **Executive**). Acceptance of these Conditions will result in a legally binding contract between you and us which include the terms of the licence which we have granted to you to enter the Racecourse.

- **<u>It is your responsibility to familiarise yourself with these Conditions</u>.**

- These Terms and Conditions of Entry (these **Conditions**) consist of the general conditions set out in Part I (**General Conditions including Party in the Paddock Conditions**) and the special conditions set out in Part II (**Special Conditions**).

- The General Conditions apply to all Attendees. Unless an Attendee informs the Executive that permission to enter the Racecourse under one of the categories of Special Condition is required, all Attendees will be admitted on the terms of the General Conditions only. To obtain permission to enter the Racecourse under one or more of the categories of Special Condition an entrant must make a specific request to the Executive. A person will only be regarded as entitled to enter the Racecourse under one or more of the categories of Special Condition where expressly and specifically granted the right to do so by the Executive. Special Conditions for the following classes of attendee can be found in Part II of these Conditions:

    - Participants in Racing / Racing Professionals
    - Media Contractors and Licensees
    - Photographers
    - Press
    - On-Course Bookmakers
    - Contractors, Trades and Exhibitors

- An Attendee may be permitted access to the Racecourse on the basis of more than one of the categories of Special Condition. Each category of Special Condition shall take effect without prejudice to the others.

- If you do not understand or have any questions relating to these Conditions you should contact the Executive without delay for clarification.

- Every Attendee entering the Racecourse shall be deemed to have accepted all The Orders and Rules of Racing and shall do so subject to The Orders and Rules of Racing.

- Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse who is, whom we reasonably believe to be, or whom to the best of our knowledge has in the past been, in breach of these Conditions.

- The use of any device or communications equipment to capture and disseminate audio, visual, audio-visual coverage of and data relating to any race or fixture is strictly regulated by these Conditions. Please see Condition 141.

- Our liability under these Conditions is limited. Please see Condition 15.

GENERAL CONDITIONS

The following General Conditions apply to all Attendees.

1 THE EFFECT OF THESE CONDITIONS AND VARIATIONS

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 Racecourse) shall be deemed to have accepted these Conditions. Attendees are admitted to the Racecourse strictly subject to these Conditions. There are no exceptions.

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.

All Attendees are permitted access to the Racecourse at our discretion and must conduct themselves on the Racecourse in accordance with all reasonable rules, requests and guidelines which we may publish and impose from time to time. We reserve the right to amend and supplement these Conditions by publishing additional and supplementary conditions and guidelines from time to time (Variations). Variations will be effective to vary these Conditions on such basis as we may stipulate and may be of permanent or temporary effect. We will take all reasonable steps to bring any Variations to your attention.

2 BADGES, PASS CARDS AND OTHER ENTITLEMENTS TO ENTER THE RACECOURSE

Admission to the racecourse is by one ticket per person. Not entry will be granted without a ticket. Premier Enclosure customers are required to wear their swing badge at all times and retain their scanned ticket. Grandstand Enclosure customers are required to retain their scanned ticket as proof of entry. Your ticket will state the area you have purchased to enter. Please note that tickets purchased from unofficial sources will be void and therefore not accepted.

Badges, Privileged Access Swipe System (PASS) Cards, tickets and other entitlements to enter the Racecourse are non-transferable. They may not be transferred, sold, offered for sale, coupled or bundled with any other product or services or used for any commercial or promotional purpose whatsoever without our consent (which we may withhold in our absolute discretion). For the avoidance of doubt, only badges, PASS Cards, tickets and other entitlements to enter the Racecourse which are purchased from a supplier authorised by the Executive will be valid. Any Attendee holding any badge, PASS Card, ticket or other entitlement purchased from an unauthorised supplier may be refused entry to the Racecourse.

All badges, PASS Cards, tickets and other entitlements issued by us or on our behalf shall remain our property at all times. We reserve the right to require the immediate return of all badges, PASS Cards or tickets at any time.

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 badge (of any type), PASS Card or other ticket, document or entitlement to enter the Racecourse.

We are entitled to impose these Conditions of entry on badgeholders, PASS Card holders and all other Attendees in addition to any terms and conditions to which a badge, PASS Card or other entitlement may have been issued or granted. Holders of badges, PASS Cards or other entitlement may only enter the

Racecourse subject to these Conditions. In the event of any inconsistency between these Conditions and any terms and conditions upon which any badge, PASS Card or other entitlement has been issued these Conditions will prevail.

No refund shall be given in respect of any unused part of any badge or other entitlement.

Any Attendee (including any member) holding any badge, PASS Card, ticket or other entitlement will be admitted only on presentation of the relevant badge, PASS Card, ticket or other entitlement. Any Attendee who fails to bring his or her badge, PASS Card, ticket or other evidence of entitlement to a fixture will only be admitted on payment of the full daily admission price for the relevant enclosure (if any) applicable on the day.

Attendees must ensure that badges are securely attached to their clothing on racedays and visible at all times and otherwise show badges, PASS Cards, tickets and other entitlements to officials at any time upon request.

3 LOST OR STOLEN BADGES AND TICKETS

Newbury Racecourse will not post out duplicate tickets to protect our customers against ticket fraud. Duplicate tickets will need to be collected on the day in person, whereby formal ID will be required. Please inform our Racing Sales team prior to the day should you require duplicate tickets to be arranged. Please ensure great care is taken of your ticket/s once you are on course, for security reasons we are unable to re-print or replace tickets if your ticket is lost, stolen or misplaced. A new ticket would be required to be purchased at the full published price.

We accept no responsibility for lost or stolen badges, PASS Cards, tickets or other entitlements. The Racecourse has no obligation to replace a lost or stolen badge, PASS Card, ticket or other entitlement. In the event that we decide to replace a lost or stolen badge, PASS Card, ticket or other entitlement we may charge a fee to do so.

4 ACCESS

Permission to enter the Racecourse does not constitute guaranteed entry to 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.

Unless we give specific permission (either in the Special Conditions or otherwise from time to time) Attendees 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 Racecourse Data Collection Area and any other areas marked private or to which we may restrict access from time to time.

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

No badge, PASS Card, ticket or other entitlement guarantees access to the Racecourse or any area of the Racecourse.

The badge, PASS Card, ticket or other entitlement to entry issued to an Attendee may restrict access to certain areas of the Racecourse including the various enclosures. Where a badge, PASS Card or other entitlement 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.

No badge, PASS Card or other entitlement gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. 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

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

5.1.1 has breached or is likely to breach these Conditions and any Variation (as described in Condition 1.3);

5.1.2 has or is likely to commit an offence or otherwise do anything which is unlawful; and/or

5.1.3 behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees.

All Attendees must follow the reasonable written and/or verbal instructions of Racecourse safety stewards, other staff and officials and the police or other emergency services at all times.

We reserve the right to require any Attendee to leave the Racecourse, or to remove an Attendee from the Racecourse, without giving a reason.

In the interests of safety 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.

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 public safety. Any Attendee in possession of such items will be refused entry to the Racecourse or expelled.

The following are prohibited on the Racecourse:

5.1.4 flags, banners and other articles and any behaviour which may distract or frighten the horses;

5.1.5 any behaviour which may disrupt or impair the experience of other Attendees;

5.1.6 climbing fences, stands or any other structures or buildings;

5.1.7 throwing any object without lawful authority or excuse;

5.1.8 obstruction of gangways, access ways, exits, entrances, stairways and similar places;

5.1.9 damaging or defacing Racecourse property; and

5.1.10 smoking in any designated "No Smoking" are**as.**

We reserve the right to designate any and all areas of the Racecourse as "No-Smoking" Areas from time to time.

From time to time we will 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

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 [•]. 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. 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.

6.1.1 Annual Members Areas - Annual Members are reminded that gentlemen are required to wear a jacket and trousers.

6.1.2 Premier Enclosure, Hospitality Areas and Hennessy Restaurant - Racegoers are asked to wear smart attire. Gentlemen are asked to wear a collared shirt, although a tie is not essential. Smart denim is acceptable as long as there are no rips or tears and long, tailored shorts are acceptable in summer. No sportswear, T-shirts, vests, sports/supporters shirts, tracksuits or trainers are permitted.

6.1.3 Grandstand Enclosure – Racegoers are asked to dress smartly. Denim, T-shirts and smart shorts are acceptable, but no bare tops, vests or tracksuits please.

7 CHALLENGE 25

The Racecourse Newbury operates a Challenge 25 and wrist banding policy in all areas. Racegoers who appear to look under 25 years of age will be unable to purchase alcohol without a wristband; these are redeemable at the racecourse with either a valid passport, driving licence or pass card. We advise obtaining a wristband upon arrival. TRN reserves the right to refuse service of alcohol.

8 DRUGS

We reserve the right to refuse you entry to and/or eject you from the Racecourse in reasonable circumstances including without limitation for health and safety or licensing reasons; you behave in a manner which has or is likely to affect the enjoyment of other persons at the Racecourse; if you are found in possession or any prohibited item or substance; if in our reasonable opinion you are acting under the influence of alcohol or drugs; if you fail, when required, to produce proof of identify or age; or if your ticket is void.

9 CRIME PREVENTION

All valuable items should be kept with you at all times. Do not leave them unattended.

10 SEARCHING

It is a condition of entry to the Racecourse that each spectator shall allow all bags and containers of any description in the possession to be made available for

searching by a steward at the point of entry to the Racecourse and at any time thereafter.

11 UNAUTHORISED TRADING, ADVERTISING, LEAFLETING AND OTHER COMMERCIAL OR PROMOTIONAL ACTIVITY

Only those Attendees who have been given express prior permission by us 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:

11.1.1 any unauthorised badge, ticket or racecard sellers or hawkers; and

11.1.2 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 us.

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.

We reserve the right to take such legal action (including where appropriate obtaining injunctive and other relief) against or in respect of any person who is in breach of this Condition 11, who has in the past breached this Condition 11 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 11.

Where any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse including but not limited to 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.

12 BETTING

No Attendee may lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless specifically entitled to do so by us. This does not prohibit Attendees placing bets with those on-course bookmakers or other properly authorised betting businesses.

13 FOOD AND DRINK

Attendees are prohibited from taking food, drink, glass bottles and glasses onto any part of the Racecourse except for any areas where this is specifically permitted by us, however you may picnic by your car.

14 USE OF CAMERA, VIDEO, COMPUTER AND TELECOMMUNICATIONS EQUIPMENT

Please note: Non-compliance with the following provisions may constitute a serious breach of these Conditions, as a result of which we may have the right to cancel and withdraw any badge, PASS Card, tickets or other entitlements issued to you. 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.

Save as expressly permitted by these General Conditions and any Special Conditions, no Attendee may use any device, technology or communications system to capture, record, store, broadcast, transmit, make available or otherwise disseminate by digital or any other means any still (including photographic), audio, visual, audio-visual coverage or record of, or any data available at the Racecourse relating to, any race or any fixture at the Racecourse or any other British racecourse. The prohibition shall extend to any coverage or record in any form (including audio/visual and data) of any activity occurring on the Racecourse in addition to the running of any race itself including, without limitation, all activities involving the preparation of any horse or jockey for any race, the parading of any horse in the Parade Ring, any activity in the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stable, the Judges' Box, the Winners' Enclosure and the Racecourse Data Collection Area.

Subject to the following Conditions, Attendees may use devices to capture still images (but not moving images or any audio) in the form of photographs or similar (Stills) for private and domestic use only. The following Conditions apply:

14.1.1 Photography on the racing surface is strictly forbidden.

14.1.2 Flash photography is also strictly forbidden.

14.1.3 Attendees shall use Stills for private and domestic purposes only and no other purposes. In particular, no Attendee shall sell, licence, assign, syndicate, distribute or otherwise exploit or make available any Still for gain, profit or any commercial purpose whatsoever, nor shall any Attendee permit any person to do so on his or her behalf.

Save as expressly permitted by any Special Condition no Attendee may use any mobile telephone, computer or other device or telecommunications equipment or system to capture, store and/or distribute (whether by way of speech or the electronic transmission of any data in any form) any data or information concerning or relating to any race, fixture or other race-related activity at the Racecourse including but without limitation, and by way of example only, any information relating to runners and riders, conditions (including going and weather conditions), silk colours, weights, changes to racecards, betting odds (including on-course betting odds and other betting related information), starting information, in-race information, race results and the results of any enquiry.

By accepting these Conditions you agree that all copyright and other intellectual property rights in any unauthorised Still, audio, visual, audio-visual coverage or collation of data shall be assigned to us. To the extent that 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 from time to time to give effect to such assignment.

Save as expressly permitted by any Special Condition Attendees may 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.

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 where it has been in the possession or under the control of any Attendee who has breached or is likely to breach this Condition 14 or any person associated with such an Attendee.

15 JOURNALISTS, PUBLISHING AND REPORTING

Without prejudice to Condition 11, other than persons specifically admitted to the Racecourse on the basis of Special Conditions B and/or D (where appropriate) all other Attendees are prohibited from doing those things permitted by Special Conditions D including and extending to the publication, broadcast or distribution by any other means of any composition, report or other material. The prohibition in this Condition 11 applies irrespective of the means of publication, broadcast, distribution and whether or not such means is specifically referred to in Special Conditions D.

16 MEDIA COVERAGE

All Attendees are reminded that many races and fixtures are given coverage on television, radio and in print and various other forms of media. By entering the Racecourse Attendees are accepting they may appear in such coverage. Accordingly, Attendees shall have no right to object to their inclusion in any such coverage. Each Attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

17 DOGS

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

Where dogs are permitted they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse. Water is available at the main reception.

We strongly recommend that guests do not bring their animals and leave them in the car. On a day where the temperature can reach 22 deg C/72 deg F outside, the temperature inside a car can soar to 47 deg/117 deg F within 60 minutes (RSPCA). We brief our card park attendants to be vigilant of animals being brought on site and should we see the animals in distress the vehicle will be reported to the RSPCA and potentially the Police, who reserve the right to force entry into any car to release an animal suffering.

18 LOSS OR DAMAGE

Any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. The Racecourse accepts no responsibility for the theft or other loss or damage to Attendees' property.

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.

Subject to Conditions, we shall not be liable for any direct loss arising out of any breach by us of these Conditions where such loss was not reasonably foreseeable by us; nor shall we have any 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.

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.

Nothing in these Conditions shall affect the statutory rights of any Attendee attending a race meeting as a consumer.

19 PARKING

All parking is free of charge at The Racecourse Newbury. Coaches will be parked in the Grandstand car park and Blue Badge parking is available upon arrival at the course, please have your blue badge on display. Cars can be left overnight is certain car parks only, please check on your arrival and vehicles are left at owner's risk.

All vehicles parked or stored within the Racecourse are parked at the owners risk and the Racecourse accepts no responsibility for such vehicles.

20 ABANDONED OR DELAYED RACING AND OTHER EVENTS AFFECTING RACING

Race fixtures and races may be abandoned at any time in accordance with directions from the Horse Racing Authority and any successor body, the police or other emergency services. Fixtures and races may also be delayed or abandoned in other exceptional circumstances beyond our reasonable control.

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

The racecourse managing executive may abandon or delay any race meeting or race at any time where so directed by The Jockey Club, the police or any other emergency services or their respective servants or agents or in any emergency or other exceptional circumstances beyond the reasonable control of the racecourse managing executive.

- Any delays or abandonment in racing will be announced via the public address system.
- In the event of racing being abandoned, refunds on badges or tickets purchased will only be paid in the following circumstances:
    - Abandonment before completion of the first race – full refund
    - Abandonment before completion of the third race – 50% refund
    - Abandonment thereafter – no refund
    - Full racecard or racecard cover will be required in order for a refund to be processed.
    - Refunds cannot be made on racedays. To obtain a refund racegoers should send their badge/ ticket with full address details, within [10] days of the date of the race meeting to:

Newbury Racecourse Plc, The Racecourse, Newbury, Berkshire RG14 7NZ

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

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.

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.

21 PAYMENT TERMS

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

22 EVACUATIONS

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

23 ENFORCEMENT

We will use our discretion in deciding when to enforce these Conditions. The nature and complexity of racecourse operations means that we are unlikely to enforce these Conditions in every instance in which there is a breach. However, notwithstanding this we nonetheless reserve the right to enforce (without limitation whether by taking practical steps and/or bringing legal proceedings) in every instance where we deem it appropriate. No failure or delay to enforce, or decision by us not to enforce, should be construed as a waiver of our right to do so.

24 LAW

These Conditions shall be governed by the laws of England and Wales In the event of a dispute relating to these Conditions the courts of both England and Scotland shall have jurisdiction.

25 ZERO TOLERANCE

We want our visitors to be able to make the most of the racing experience at Newbury, and ask all racegoers to ensure that their actions, whether in bars or in open areas, do not affect the enjoyment of others. In instances where groups or individuals demonstrate behaviour which is considered likely to be unacceptable to the majority, they will be ejected from the course without question. We thank you in anticipation for your cooperation in helping us to maintain a safe and secure environment in which everyone can enjoy racing at its best.

26 RESTAURANT CARD SAFE SYSTEM

The Racecourse Newbury politely informs customers that all restaurant bills must be settled in full before departure on the day of dining. Upon arrival at your table in the restaurant, your waiting team will politely request that you secure a valid credit card with us to be kept in the Cardssafe system; further information www.cardssafe.com. We reserve the right to process payment on the credit card left with us in the event of non payment.

Party in the Paddock Terms and Conditions of Entry

All bookings require full pre-payment at time of booking, we regret we are unable to confirm any bookings without full payment. Bookings are non-refundable and non-transferable.

Abandonment Policy

In the event of racing being abandoned refunds will be paid as follows:
Entry Tickets
a) abandonment before completion of the first race – Full refund
b) abandonment before completion of the third race – 50% refund
c) abandonment thereafter – No refund

Special Offers & Discounted Tickets

For special offers and discounted tickets, the face value price of the ticket will be refunded:
a) abandonment before completion of the first race – Full refund
b) abandonment before completion of the third race – 50% refund
c) abandonment thereafter – No refund
Entry Packages
Entry ticket and vouchers* (*drink vouchers & racecard voucher or front cover of racecard if voucher has not been redeemed) ONLY returned items will be refunded as follows:
a) abandonment before completion of the first race – Full refund
b) abandonment before completion of the third race – 50% refund
c) abandonment thereafter – No refund.

Complimentary Tickets

Complimentary tickets will be transferred to another raceday at the discretion of the Managing Director

Racecards

a) abandonment before completion of the first race – Full refund
b) abandonment between the first and third race – 50% refund
c) abandonment thereafter – No refund

Full racecard or racecard cover will be required in order for refund to be processed

Members

Newbury Racecourse Members are not entitled to a refund if a race fixture is abandoned at any stage

Hospitality Boxes, The Hennessy & Racegoers Restaurant

In the event of racing being abandoned refunds on Hospitality Boxes, The Hennessy and Racegoers Restaurant packages purchased will be paid as follows:

a) Abandon before the 1st race and before lunch has been taken – Full Refund
b) Abandoned before the 1st race but if lunch has been taken – 50% Refund
c) Abandoned between 1st and 3rd race – 25% Refund
d) Abandoned after 3rd race – No Refund

Clients are also given the opportunity to transfer to an alternative raceday within the calendar year and use the balance against the new booking if they wish to do so.

Refund Application Process

Clients will need to follow the below procedure in order for a refund to be completed:

Racegoers should send a covering letter and their tickets, vouchers and racecards/racecard covers to:
Newbury Racecourse plc, The Racecourse, Newbury, Berkshire RG14 7NZ
Please mark the envelope clearly with REFUND in order to avoid any delays
Depending on the size of the raceday, refunds will take between 7-14 working days
Cash CANNOT be refunded on the day

Addendum

RITA ORA
During the booking process you will have the option to pay a ticket facility fee which will GUARANTEE you a full refund should musical acts advertised as 'Party in the Paddock' not appear.

For non guaranteed tickets, all other terms and conditions of our abandonment policy stand

a) In the event that racing abandons but the PITP concert proceeds - £11.00 inc vat compensation will be paid per ticket including combined golden circle tickets.
b) In the event that PITP concert does not appear, £11.00 inc vat compensation will be paid per ticket and £21.00 for Golden Circle tickets holders

MEATLOAF
During the booking process you will have the option to pay a ticket/restaurant & hospitality facility fee which will GUARANTEE you a full refund should musical acts advertised as 'Party in the Paddock' not appear.

For non guaranteed tickets, all other terms and conditions of our abandonment policy stand

a) In the event that racing abandons but the PITP concert proceeds - £15.00 inc vat compensation will be paid per ticket including combined golden circle tickets.
b) In the event that PITP concert does not appear, £15.00 inc vat compensation will be paid per ticket and £35.00 for Golden Circle tickets holders

Admission
Admission to racecourse is by one ticket per person (children also require a ticket prior to the day) to each enclosure. This must be brought with you on the day in order to gain entry. No entry will be granted without a ticket. On arrival to the course and throughout your day, please ensure your ticket is worn at all times.
Your ticket will state the area you have purchased to enter – Premier and Grandstand Enclosures (Combined Enclosure may apply for selected dates). In accordance with our terms and conditions please note that tickets purchased from unofficial sources will be void and therefore not accepted for admission.

Lost/Misplaced Tickets
Newbury Racecourse will not post out duplicate tickets. This is for our customers own security to protect them against ticket fraud. Duplicate tickets will need to be collected on the day in person, whereby formal ID will be required. Please inform our Racing Sales team prior to the day should you require duplicate tickets to be arranged.
Please ensure great care is taken of your ticket/s once you are on course. Due to security reasons we are unable to re-print or replace tickets if your ticket is lost, stolen or misplaced. A new ticket would be required to be purchased at the full published price.

Special Offers & Group Discounts - All special offers and group discounts must be booked seven full days prior to the raceday.

Entry Packages
Racing & Punters packages are not applicable to our Party in the paddock events, however our Flutter Package will be available on both a pre-sale and on the day, subject to availability.

Concert Refund (Applicable to 8.6.13 ONLY)
Should parents wish to bring their child racing and not stay for the Party in the Paddock concert, Newbury Racecourse will refund the full cost of the child's ticket. Refunds will be allocated to customers who leave via the Premier or Grandstand exits no later than 15 minutes after the last race. You will need to surrender your ticket on exist and the refund will be issued in cash.

Restaurant Bookings
All restaurant bookings require full pre-payment at time of booking, we regret we are unable to confirm bookings without full payment. Restaurant bookings are non-refundable however can be transferred, subject to availability if cancelled at least five working days prior to raceday.
Cancellations must be placed in writing or via email to info@racecoursenewbury.co.uk. If you wish to transfer your booking availability will be checked, but not guaranteed. Should you select a date in an alternative price bracket the difference will be charged or refunded accordingly.
During the booking process you will have the option to pay a ticket facility fee which will GUARANTEE you a full refund should musical acts advertised as 'Party in the Paddock' not appear.

Dress Code: Premier Enclosure, Hospitality & The Hennessy
Racegoers are encouraged to wear smart attire; gentlemen are asked to wear a collared shirt, although a tie is not essential. Smart denim* and long, tailored shorts are acceptable. No sports shorts, T-shirts, vests, sports/supporter shirts, tracksuits or sportswear (including trainers) are permitted. *No rips or tears

Dress Code: Grandstand Enclosure & Racegoers Restaurant Racegoers are encouraged to dress smartly. Smart denim* and long, tailored shorts are acceptable, however no sports shorts, vests, sports/supporter shirts or tracksuits are permitted. *No rips or tears

Dress Code: Combined Enclosure (Applicable to 8.6.13 ONLY)
Racegoers are encouraged to wear smart attire. Smart denim* and long, tailored shorts are acceptable. No sports shorts, vests, sports/supporter shirts, tracksuits or sportswear are permitted. *No rips or tears
There is no dress code for children under the age of 12 years in all enclosures. Please ensure your guests are aware of our dress code in order to avoid embarrassment on the day. Newbury Racecourse plc reserve the right to refuse admission to anyone who is considered inappropriately dressed.

Food & Drink Food & drink is not permitted into either the Premier or Grandstand enclosures, however you may picnic by your car.

Challenge 25
Newbury Racecourse operates a Challenge 25 and wrist banding policy in all areas. Racegoers lucky enough to look under 25 will unable to purchase alcohol without a wristband, these are redeemable at the racecourse with either a valid passport, driving license or pass card. We advise obtaining your wristband upon arrival. Newbury Racecourse reserves the right to refuse service of alcohol.

Searching
It is a condition of entry to the Racecourse that each spectator shall allow all bags and containers of any description in their possession to be made available for searching by a steward at the point of entry to the Racecourse and at any time thereafter.
Mandatory bag searches will take place upon entry to the ground and are a condition of entry. No alcohol or food, other than for medical conditions may be brought into the Racecourse. In addition, no glass bottles or cans, even those containing water or soft drinks, can be brought into the ground. The complete ban on the importation of alcohol will also apply to members' areas and all tickets are purchased on this understanding. Entry to the venue will not be permitted to persons bearing dangerous weapons, fireworks / explosives, smoke canisters, incendiary devices, flares, klaxons, megaphones and compressed air or gas operated horns, whistles, drums or musical instruments, balls, frisbees and similar items, non - accredited

equipment, mace compressed gas containers or any other objects or items which may be offensive, disruptive, dangerous or likely to infringe on any party's safety or security.
Flags or banners containing poles or sticks and banners that could severely restrict the view of or be construed as offensive to other spectators are not permitted. Abusive behaviour, foul or abusive language or the throwing of any article will not be tolerated under any circumstances.
The Racecourse reserves the right to eject spectators who are in breach of these terms and conditions.

Drugs
We reserve the right to refuse you entry to and/or eject you from the Racecourse in reasonable circumstances including without limitation for health and safety or licensing reasons; you behave in a manner which has or is likely to affect the enjoyment of other persons at the Racecourse; if you are found in possession of any prohibited item or substance; if in our reasonable opinion you are acting under the influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; or if your ticket is void.

Racecard
The content of the racecard is for information only and, as far as is reasonably practical, are accurate at the time of going to press. Newbury Racecourse plc reserves the right to amend the programme due to unforeseen circumstances.

The White Room
The exclusive after party in the Hampshire Stand operates a strictly over 18's policy, applicable from after the last race. The challenge 25 and wrist banding policy also apply for the consumption of alcohol. Newbury Racecourse reserves the right to refuse entry to those under the influence of alcohol.

Betting Manager
The Betting Manager is situated in the Nursery Lawn area adjacent to the portacabins. Customers of the Boards and Rails bookmakers should check their itemised tickets immediately on receipt, as mistakes cannot be rectified after the "off". Customers are reminded to retain all betting tickets until after the weigh-in, as immediate payment will be made only on production of the original ticket. All tickets will remain valid for one month.

Communications
The use of all types of communication equipment is strictly controlled at all racecourses. Members of the public may not use two-way radios, scanning receivers etc., for any purpose. Mobile telephones may not be used in or near any designated betting area, or for off-course betting purposes. Further details are available from the racecourse office.

Dogs
Racegoers are reminded that dogs are not allowed on site, with the exception of registered guide dogs. Water is available at the main reception. We strongly recommend guests do not bring their animals and leave them in the car. On a day where the temperature can reach 22°C/72°F outside, the temperature inside a car can soar to 47°C/117°F within 60 minutes (RSPCA). We brief our car park attendants to be vigilant of animals being brought on site and should we see animals in distress the vehicle will be reported to the RSPCA and potentially the Police, who reserve the right to force entry into any car to release an animal suffering.

First Aid
There are two First Aid Centres on the racecourse. One is in the Grandstand Enclosure adjacent to the Silver Ring entrance. The other can be found in the Premier Enclosure at the Main Entrance.

Horse Welfare
The welfare of horse and jockey is our top priority. We do everything we can to minimise the chances of horses incurring an injury. A team of veterinary surgeons is present at every meeting ensuring the safety of the horse. It is our policy to erect green screens around any

horse requiring veterinary attention. These provide privacy and a calm environment for the vets and connections while the horse is attended to.

Photography
Our Official Photographer is Gavin James. Should you wish to purchase photos he can be contacted on 01672 515587. At the majority of our meetings the official racecourse photographer will be taking crowd scenes for use in our promotional and marketing material. If you do not wish your photograph to be taken, please make the photographer aware. Whilst photography on the track is strictly forbidden racegoers may take photographs for private use from within the enclosures: flashes are not allowed. Press and commercial photographers should apply to the racecourse press office on 01635 40015 at least 7 days before the meeting for accreditation. The attention of all press and professional racing photographers is drawn to the jockey club instruction no. HRAGI5.2.

Raceday Videos
Racetech can supply videos or DVD's of races run today and at previous meetings. Please call them directly on 0208 9473333 to place your order.

Seats
Please note there is no allocated seats for our Party in the Paddock events and no areas may be reserved. Racegoers are not permitted to bring in their own chairs or viewing steps on site for viewing of the concert.

Stable Lad Recognition
Newbury Racecourse is pleased to announce that for all Grade and Group races held here, the lad or girl in charge of the winning horse will receive a memento as recognition of their hard work.

Winning Tote Tickets
All winning tickets not claimed on course can be redeemed by returning your winning ticket to: Douglas House, Tote Park, Chapel Lane, Wigan, WN3 4HS

Zero Tolerance
We want our visitors to be able to make the most of the racing experience at Newbury, and ask all racegoers to ensure that their actions, whether in bars or in open areas, do not affect the enjoyment of others. In instances where groups or individuals demonstrate behaviour which is considered likely to be unacceptable to the majority, they will be ejected from the course without question. We thank you in anticipation for your co-operation in helping us to maintain a safe and secure environment in which everyone can enjoy racing at its best.For more information contact info@newbury-racecourse.co.uk

PART II - SPECIAL CONDITIONS

The following Special Conditions apply only to certain classes of Attendee. Most Attendees will not fall within any of the categories covered by the following Special Conditions. Attendees will only be required to comply with, and will only be entitled to any of the rights and privileges set out in, the following Special Conditions where specifically and expressly admitted to the Racecourse on the basis of one or more of the categories of Special Condition. An Attendee may, however, be admitted on the basis of more than one of the relevant categories.

SPECIAL CONDITIONS A - PARTICIPANTS IN RACING

Scope of Special Conditions A

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 BHB and HRA 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**).

These Special Conditions A apply whether or not a Racing Professional Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

Applicable Conditions

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.

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.

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.

SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES

Scope of Special Conditions B

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**). These Special Conditions B apply whether or not a Media Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

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.

Your Rights

Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 14. 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 14.

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 14, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third Party Media Agreement.

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.

Media Attendees 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 HRA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

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.

SPECIAL CONDITIONS C - PHOTOGRAPHERS

Scope of Special Conditions C

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.

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.

Without prejudice to Condition 0, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

Special Conditions for Holders of Photographers' Accreditation

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

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

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.

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.

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).

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.

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.

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.

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.

Authorised Photographers will not do any of those things prohibited by Condition 14 save as expressly permitted by these Special Conditions C.

Authorised Photographers will only Publish Photographs:

in a Newspaper or News Magazine; or

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:

the reduction of any Photograph to hard copy form; and/or

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.

Authorised Photographers 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 HRA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

SPECIAL CONDITIONS D - PRESS

Scope of Special Conditions D

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.

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.

Without prejudice to Condition 0, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

Special Conditions for Holders of Press Accreditation

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

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.

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

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.

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.

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).

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.

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.

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.

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.

Authorised Journalists will not do any of those things prohibited by Condition 14 save as expressly permitted by these Special Conditions D.

Authorised Journalists will only Publish Articles:

in a Newspaper or News Magazine; or

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:

the reduction of any Article to hard copy form; and/or

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.

Authorised Journalists will not Publish:

"live text coverage" (or similar) of any race or fixture or any other activity at the Racecourse; or

any statistics or other information for commercial exploitation (including but not limited to any of those items of racing data referred to in Condition 0).

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.

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 HRA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

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.

Smoking is prohibited in the Press Room.

Effective from 1 July 2008

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF

30. Scope and Duration of Special Conditions E

30.1 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 30.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.

30.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.

30.3 We give notice that these Special Conditions E shall automatically cease to have effect on 31 August 2012. On 1 September 2012 a new set of Special Conditions E which shall replace and supersede these Special Conditions E shall come into effect. It is our intention that the new Special Conditions E shall allow the Racecourse to allocate all positions in all betting areas at its sole discretion. This paragraph terminates these Special Conditions E and, therefore, no further notice shall be required to effect such termination whether under paragraph 30.4 (which applies only to changes to these Special Conditions E) or otherwise.

30.4 We agree that we shall provide at least 3 months notice of our intention to make any material change to these Special Conditions E. Full details of any material change shall be made available via our Nominated Contractor's website not less than 2 weeks before such material change comes into effect.

30.5 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

Bookmakers and Staff

30.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:

30.6.1 the holders of a general betting operating licence; and

30.6.2 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.

30.7 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

30.8 Nothing in these Special Conditions E

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

30.8.2 shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (including the Existing Betting Ring) to the exclusion of us or any others who are from time to time entitled.

30.9 We draw to Bookmakers attention the provisions of Special Conditions 30.20 and 30.21 below regarding positions within Betting Areas.

Special Conditions for Bookmakers

Definitions

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

30.10.1 **Betting Area** means any area of the Racecourse that we have designated as a betting area or we otherwise make available to Bookmakers to carry out bookmaking activities from time to time.

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

30.10.3 **Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Existing Betting Ring.

30.10.4 **Betting Ring Manager** means our authorised representative or contractor responsible for ensuring the proper and orderly admission and conduct of Bookmakers and Staff in the Existing Betting Ring.

30.10.5 **Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter an Existing Betting Ring on a raceday.

30.10.6 **Existing Betting Ring** means any Betting Area established and in use on or prior to 31 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as at 31 August 2007.

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

30.10.8 **Identification Papers** means:

(a) either:

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

(ii) in the case of an employee of a Bookmaker who wishes to accept bets, a copy of the employer's general betting operating licence or, in the case of a large scale operator, a staff identification card; or

(iii) such evidence as we may require from time to time in the case of any Bookmaker who has continuation rights under the Gambling Act 2005 but has yet to receive their general betting operating licence from the Gambling Commission;

and

(b) photographic identification being either a passport or new style driving licence incorporating a photograph; and

(c) a Certificate of Discharge of liabilities from the Horserace Betting Levy Board (or appropriate exemption); and

(d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate.

30.10.9 **New Betting Area** means any Betting Area established on or after 1 September 2007 which includes temporary areas for fixtures not authorised under a Certificate of Approval as at 31 August 2007.

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

Admission to the Betting Areas

30.11 Bookmakers may only receive and take bets in those areas of the Racecourse that we have designated as Betting Areas. Any Bookmaker who takes or receives bets or whom we reasonably believe is likely to take or receive bets in any other part of the Racecourse without our prior approval shall be refused entry or ejected from the Racecourse (as appropriate).

30.12 Entry to the Existing Betting Ring at the Racecourse shall be limited to:

30.12.1 Staff who have paid the admission fee;

30.12.2 Bookmakers who have paid the admission fee and hold a valid Betting Badge for that raceday;

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

30.12.4 Bookmakers who pay the Betting Administration Fee at the Badge Box; and

30.12.5 the Bookmaker Number for the relevant betting area on that particular raceday.

30.13 Any Bookmaker shall be permitted to apply to the Nominated Contractor for an Identification Card in accordance with the Racecourse's procedures, as amended from time to time.

30.14 The Bookmaker Number for each Existing Betting Ring shall be decided by us and the Bookmaker Number for the same Existing Betting Ring may vary on different racedays. Wereserve the right to vary the Bookmaker Number for each and every Existing Betting Ring as we see fit.

30.15 In addition to our rights to refuse entry to or expel any Attendee under the General Conditions, we reserve the right to refuse entry to or to expel:

30.15.1 any Bookmaker who fails to present or make available for inspection their Identification Card or Identification Papers when requested to do so by us, our officials or the Betting Ring Manager; or

30.15.2 any Bookmaker or Staff who has breached, or whom we, our officials or the Betting Ring Manager reasonably believe is likely to breach, any of these Special Conditions E in any other way. This may include circumstances where a Bookmaker of Staff has been refused entry to, expelled from or been subject to any other action by another racecourse because of a breach or likelihood of breach of Special Conditions E.

Positions within Existing Betting Rings

30.16 Layout of Existing Betting Rings will be determined by us in consultation with the Betting Ring Manager from time to time.

30.17 Positions in Existing betting Rings will be allocated by the Betting Ring Manager in accordance with the policies and procedures notified by the RCA (acting on our behalf) to the Betting Ring Manager from time to time. Details of these policies and procedures will be available to Bookmakers on our Nominated Contractor's website.

30.18 The allocation of positions by the Betting Ring Manager on any raceday shall be final and
binding and we shall not have any liability to any Bookmaker (or Staff, where applicable) for any loss, damage or harm suffered as result of any allocation of positions or other decision by the Betting Ring Manager.

30.19 The allocation of positions in and conduct of New Betting Areas will be entirely at our discretion.

30.20 Nothing in these Special Conditions E shall confer any right upon a Bookmaker to be allocated a particular position within the Existing Betting Rings.

30.21 Nothing in these Special Conditions E nor any acts or omissions of the Betting Ring Manager shall or shall be deemed to create any proprietary rights or any other rights whatsoever in any position or right to be allocated a position.

Conduct in the Betting Areas

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

30.22.1 hold and maintain comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they become liable as a result of any loss or damage which they cause whilst present on the Racecourse;

30.22.2 comply with:

(a) The Orders and Rules of Racing;

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

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

(d) provide to the Racecourse all and any information as the Racecourse may request relating to the bookmaking activities carried out by or on behalf of the Bookmaker on the Racecourse within 14 days of any such request.

30.23.3 not indulge in or be associated in any way with any practice that has, or might have, the effect of distorting artificially the betting market or starting price for any race whether by false prices on any horse or any other means.

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

30.24.1 price up the odds on offer at least ten minutes before the scheduled time of a race on which he or she proposes to bet;

30.24.2 conduct bookmaking activities from a stand and equipment (including display boards) known as a joint that is compliant with the specification agreed by the RCA and Federation of Racecourse Bookmakers from time to time;

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

30.24.4 keep equipment used in the course of his or her business (including the joint and surrounding areas in clean, tidy and safe condition, free from clutter. All boxes not stored in the joint must be removed from the betting are at least thirty minutes before the scheduled time of the first race;

30.24.5 ensure that umbrellas used by the Bookmaker and his or her Staff are lowered at or before the start of any race and that umbrellas are kept lowered until the last horse racing has passed the winning post unless agreed otherwise by our official or nominated representative;

30.24.6 conduct his or herself and ensure that his or her Staff conduct themselves in a proper and seemly manner at all times and conduct business with customers and other authorised personnel in a polite and helpful manner; and

30.24.7 comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday.

30.25 No Bookmaker shall dismantle his or her joint or leave the Betting Area until ten minutes after the weighed-in signal has been given in respect of any race on which he or she has an unsettled cash claim in respect of any bet at any Meeting. If, following that period, the Bookmaker has an unsettled cash claim outstanding he or she shall leave with the Betting Ring Manager:

30.25.1 the amount due to the winning customer;

30.25.2 full details of the terms of the bet;

30.25.3 details of the receipt number.

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

Identification Cards

30.27 Neither the Racecourse or any Nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Racecourse's opinion fails to

satisfy such criteria as either the Racecourse or our Nominated Contractor set out in its application procedures from time to time. The Racecourse and our nominated contractor may impose such conditions as we consider fair and reasonable. The Racecourse and our Nominated Contractor may require any application for an Identification Card to be accompanied by and/or require the holder of an Identification Card to provide within a reasonable period upon request:

30.27.1 evidence of the applicant's identity and compliance with section 92 Gambling Act 2005 which may include a general betting operating licence, passport, driving licence or such other documentation as the Racecourse deems appropriate;

30.27.2 a Certificate of Discharge of liabilities from the Horserace Betting Levy Board;

30.27.3 evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as the Racecourse deems appropriate;

20.27.4 a fee to cover the administrative costs of processing the application and issuing the identification Card;

20.27.5 any other information or documentation as the Racecourse considers necessary.

30.28 Identification Cards are non-transferable and may not be sold, offered for sale or otherwise transferred to any other person. Identification Cards remain the property of Racecourse at all times and the Racecourse reserves the right to require the immediate return of Identification Cards.

30.29 In the event that an Identification Card is lost or stolen the Bookmaker must notify our nominated contractor immediately of such loss or theft. Neither our nominated Contractor or the Racecourse have any obligation to automatically replace any lost or stolen Identification Card and may require the Bookmaker to submit a new application. If our nominated Contractor or the Racecourse decides to replace a lost or stolen Identification Card it may charge a fee to do so.

Mobile Telephones and Telecommunications

30.30 Use by Bookmakers of any telecommunications systems, computers or other electronic devices whether in connection with the business of bookmaking or for any other purpose and in particular for accessing and/or transacting with online or telephone betting exchanges, must be notified to the Racecourse badge box personnel on each raceday. This requirement for notification extends to the use of any third party or public wired, wireless or other electronic communications network and is not limited to online or telephone betting exchanges. Bookmakers shall not use telecommunications systems, computers or other electronic devices except as notified to us. If we have any commercial concern with a notified use, the Bookmaker shall discuss such use with us in good faith.

30.31 Any Bookmaker who uses telecommunications systems, computers or other electronic devices on the Racecourse must comply with any monitoring or inspection of the use of such devices carried out by us or our officials.

Breach of Special Conditions E

30.32 In addition to our rights to expel Attendees under the General Conditions of Entry, we reserve the right to expel from the Racecourse any Bookmaker or Staff who:

30.32.1 has or is likely to commit an offence;

30.32.2 has or is likely to commit a breach of these Special Conditions E;

30.32.3 behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees.

30.33 If the Racecourse expels a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of Staff which gave the Racecourse a right to expel or refuse entry to a Bookmaker, we shall, at our sole discretion, decide whether any action shall be taken against the Bookmaker or member of Staff. Such action may include a restriction prohibiting the Bookmaker or member of Staff from entering the Racecourse and/or Betting Area either indefinitely or for such period of time as we deem appropriate.

30.34 Bookmakers shall be fully liable and responsible for the conduct and actions of their Staff. Any breach of the General Conditions or these Special Conditions E by any Staff engaged by a Bookmaker shall be treated and be liable to incur the same penalties as if it were a breach by the Bookmaker him or herself.

30.35 We shall not have any liability or responsibility for any loss, damage or any other harm suffered or incurred by any Bookmaker or Staff arising from the admission, non-admission or expulsion of any Bookmaker or Staff from the Racecourse or the Betting Area.

30.36 Any failure or delay by us, our officials or our Betting Ring Manager to insist upon strict observance of these Special Conditions E or to exercise our rights under these Special Conditions E or at law shall not be construed as a waiver of our rights and shall not prevent us from exercising any of our rights under these Special Conditions E.

SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS

Scope of Special Conditions F

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 11.

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.

These Special Conditions F apply whether or not an Authorised Commercial Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

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

We will grant all Commercial Authorisations in writing. Only written Commercial Authorisations will be valid and binding upon us.

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.

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.
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.
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.
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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ANNEX

HRA Instructions Relevant to Media

- The attention of all Members of the Media is drawn to the HRA Instruction No. 5.2(2), namely:

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.

- 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.
- The attention of all television and radio broadcasters is drawn to the HRA Instruction No. 5.1, namely:

3.1 Filming or radio interviews are not to take place on racedays in the following designated integrity areas without the prior permission of The Jockey Club: Weighing Room complex, Sampling Unit, Racecourse Stables, Judges' Box, Stewards' Viewing Boxes, The Start.

3.2 The sitting 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 Jockey Club 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 9-16 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 Jockey Club 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 Jockey Club. A protocol for its use will then be developed by the Jockey Club 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 photofinish 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, Jockey Club Officials or integrity cameras.

3.10 The sitting of any cameras which encroach onto the track is to be agreed beforehand with the Inspector of Courses and the Racecourse Department.

- **Annex to Part 6**
- **DRESS CODE**

- **Annual Members Areas**

Annual Members are reminded that gentlemen are required to wear a shirt and tie or a polo neck. Smart attire is expected at all times. Jeans, sportswear and shorts are not permitted. Annual Members guests must adhere to the dress code.

- **Premier Enclosure**

Racegoers are encouraged to wear smart attire, although a tie is not essential for gentlemen, it is preferred.
NO jeans, shorts, T-shirts, vests, tracksuits or sportswear (including trainers) are permitted in the Premier Enclosure.
Grandstand Enclosure

Racegoers within the Grandstand Enclosure are encouraged to dress smartly. Smart shorts and jeans are acceptable, but no bare tops, vests or tracksuits please.

- **Hennessy Restaurant and Racegoers Restaurant**

Smart dress is encouraged in both these areas.

- **Picnic Enclosure**

There is no dress code in this area

- **Sunday Race Meetings**

There is no dress code at these meetings in any enclosure, apart from the Annual Members facilities.

There is no dress code for children under 12.

Newbury Racecourse plc reserve the right to refuse admission to anyone who is considered inappropriately dressed.