

## Terms & Conditions

### Chester Racecourse and Bangor-on-Dee Racecourse

**ALL BADGES, CAR PARK LABELS AND HOSPITALITY PACKAGES ARE SOLD SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:-**

**1. These Terms**

All persons purchasing tickets or badges and/or visiting the Racecourse are admitted subject to the regulations and to the rules of racing set out in these Terms. If you don't understand, or have any questions relating to these Terms, please contact the Company.

**2. Definitions used in these Terms**

“Company” means Chester Race Company, our details are set out at the end of these Terms;

“Customer” means the purchaser of Tickets and/or (in respect of Part 2) an attendee at the Racecourse;

“Ticket” means any ticket, badge car park pass, hospitality badge and Privileged Access Swipe System (PASS) cards;

“Racecourse” means, as appropriate the Chester Racecourse, Chester CH1 2LY or the Bangor-on-Dee Racecourse, Overton Rd, Bangor-on-Dee, Wrexham LL13 0DA and includes all surrounding land, facilities and car parks owned or controlled by the Company;

### **PART 1 PURCHASE OF TICKETS**

**3. Our Contract**

3.1 The Company cannot guarantee the validity of Tickets purchased anywhere other than via the Company or authorised agents or resellers. If in doubt, please check with us.

3.2 Tickets remain the property of the Company at all times. Tickets are not transferable and shall not be offered for sale in the course of business, coupled or bundled with any other product or service or for commercial or promotional purposes or offered as part of a competition prize without the prior consent of the Company (acting in its sole discretion). Any Ticket issued in breach of this clause is void and the Company may refuse entry or eject anyone from the Racecourse without refund and may take legal action.

3.3 Tickets are not for sale to under 18s.

3.4 For non-hospitality/business orders, acceptance of an order by a Customer will take place when the Company confirms on the call (for telephone sales) or emails the Customer to confirm acceptance (for website sales). At which point a contract will come into existence between the Customer and the Company.

3.5 If the Company is unable to accept an order (e.g. payment is declined), the Company will inform the Customer at the point of the booking and not charge the Customer for the Ticket.

3.6 Hospitality orders or an order by a business Customer require entry into a contract. A provisional booking will be made and the Company shall send out the details of the booking with the relevant terms either by email format or a contract format. The Customer must confirm acceptance of the booking details within 7 days or the provisional booking will expire. Acceptance will occur when the Customer has indicated acceptance of the booking. This can be done e.g. by sending a written confirmation such as an email, telephoning us to confirm or by sending a deposit/full payment (as applicable), or (in the case of a contract document) by signing and returning the document. Once accepted, a contract is in effect and the Customer and Company are bound by

its terms, provided that until the Company receives the deposit or full payment (as required in the booking details) in full and cleared funds it may cancel the booking and contract without liability.

- 3.7 If the Customer wishes to make a change to the Ticket the Customer has ordered the Customer should contact the Company as soon as possible. The Company will confirm if the change is possible, or not. If it is possible the Company will let the Customer know about any price changes (which may include cancellation fees) or anything else required as a result of the requested change. The Customer can then confirm if they still wish to go ahead with the change.

#### **4. Providing the Tickets**

- 4.1 During the order process the Company will let the Customer know how and when the Company will provide the Tickets. Any delivery costs will be set out during the order process and are displayed on the website. Delivery of Tickets is usually by Royal Mail special delivery. Please see clause 16.6, and contact us if Tickets are not received.

- 4.2 If the Customer has asked to collect the Tickets from the Racecourse the Customer can collect them at any time during our working hours as set out on our website.

- 4.3 The Company may need certain information from customers to supply the Tickets. If the Customer does not provide this information within a reasonable time of request, or gives incomplete or incorrect information, the Company may end the contract. The Company will not be responsible for supplying the products late or not supplying any part of them if this is caused by the Customer not giving us the information the Company need within a reasonable time.

#### **5. Price and Payment**

- 5.1 The price of the Ticket (which includes VAT) will be the price indicated when the Customer places their order. The Company reserves the right to charge VAT (or any other applicable tax/levy) on any other services supplied including sponsorship and corporate hospitality.

- 5.2 Unless otherwise agreed by the Company, the Customer must pay for the Tickets upon ordering. Where the Company agrees to invoice the Customer for Tickets, payment must be received no later than 7 days after the date of the order (30 days for hospitality orders). Notwithstanding the foregoing, all Tickets must be paid for no later than 14 days prior to the date of event to which the order relates (including invoiced orders and hospitality). No Tickets will be despatched or made available for collection until payment is received in full. Payment upon ordering is required if the relevant event takes place within 30 days of the order.

- 5.3 It is always possible that, despite our best efforts, some of the Tickets the Company sell may be incorrectly priced. The Company uses reasonable care to check prices are correct before accepting an order so that, where the Ticket's correct price at the order date is less than our stated price, the Company will charge the lower amount. If the Ticket's correct price at the order date is higher than the price stated to the Customer, the Company will contact the Customer for instructions before the Company accepts the order. If the Company accepts and processes the order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customers as a mispricing, the Company may end the contract, refund the Customer and require the return of any Tickets issued.

#### **6. Rights to End the Contract**

- 6.1 If what the Customer has bought is misdescribed the Customer may have a legal right to end the contract and get a replacement or some or all of their money back.

- 6.2 If any of the issues at 6.2 a) – c) happen, the Customer may end the contract immediately on notice and the Company will refund the Customer in full for unused Tickets (provided a race meeting has not occurred) and the Customer may also be entitled to compensation. The reasons are:

- a) The Company has told the Customer about a change to a Ticket or to these Terms which the Customer does not agree to (but not a change to a race meeting itself, see clause 17);
- b) The Company has told the Customer about an error in the price or description of the race meeting for which the Customer has ordered a Ticket and the Customer does not wish to proceed;

c) The Customer has a legal right to end the contract because of something the Company has done wrong.

6.3 No other cancellation of Tickets and/or related hospitality bookings will be considered once a booking has been processed, unless the race meeting is abandoned (see clause 16) or as otherwise permitted under these Terms. Requests for cancellations and refunds due to extraordinary circumstances may be considered and reviewed on an individual basis. Non-attendance at a race meeting by a Customer shall not be grounds for a refund.

## 7. **How to End the Contract With Us**

7.1 To end the contract, please contact the Company using the contact details at the end of these Terms. Where promised, the Company will refund the price paid for Tickets including delivery costs, by the method the Customer used for payment within 14 days. However, the Customer must return the Tickets and the Company may make deductions from the price where the Company is entitled to do so. The Company will make any refunds due to the Customer as soon as possible.

7.2 Refunds, other than those covered by clause 6, 10.7, 17.2 and 16 will not be considered. Cancellation of hospitality bookings cannot be considered once a booking has been processed.

7.3 Hospitality badges are sold on the understanding that no money in respect of the unused badges will be reimbursed.

## 8. **Our Rights to End the Contract**

The Company may end the contract at any time by writing to the Customer if the Customer does not make payment when it is due in accordance with clause 5.2 and the Customer still does not make payment within 10 days of the Company reminding the Customer that payment is due or the race meeting occurs. The Company may also end the contract where set out in these Terms.

## 9. **Personal Information**

9.1 The Company will use the personal information the Customer provides to the Company to supply the Tickets to the Customer, undertake any service the Tickets provide entitlement to, to process the payment for the Tickets, and (if the Customer agreed) to this during the order process, to give the Customer information about similar products that the Company provides, but the Customer may stop receiving this at any time by contacting us. Please see further details in our Privacy Policy

9.2 All personal data shall be recorded for as long as required on the Chester Race Company Ltd Database. This database is owned and used solely by the Chester Race Company Group, which comprises Chester Race Company Limited which owns and controls both Chester Racecourse and Bangor on Dee Racecourse.

9.3 **The Company will only give your personal information to third parties where the law either requires or allows us to do so, or where you have given us consent to do so (either during the order process or otherwise).**

## **PART 2 CHESTER RACECOURSE REGULATIONS AND NOTICES**

### 10. **General**

10.1 Entry into, and the right to remain within the Racecourse is subject to the following Terms. By entering into the Racecourse, all attendees (hereafter referred to as the Customer) accepts and enters a legally binding contract with the Company to enter and remain at the Racecourse for the duration of the race meeting or event on the following Terms and any supplementary rules, guidelines and requests the Company may publish and impose from time to time. These Terms apply whether or not the Customer paid for, or has been issued with, a Ticket or other permission to enter the Racecourse.

10.2 Entry to, and the right to remain in, the Racecourse is at the Company's sole discretion at all times. The Company reserves the right to refuse admission to and/or to remove from the Racecourse, in its absolute discretion and without giving any reasons, any person.

- 10.3 The Company may refuse admission/remove any person failing to comply with any of these Terms, any person whose presence is (in the Company's absolute discretion) undesirable, any person who is unruly, a source of danger, offence or annoyance, anyone who has or is likely to commit a criminal offence, or anyone who has previously been refused access to and/or removed from the Racecourse. The Company shall have no obligation to give any reason.
- 10.4 Every Customer entering the Racecourse shall be deemed to have accepted all of The Rules of Racing as published by the British Horseracing Authority from time to time. A copy may be provided by the Company upon request.
- 10.5 The Company reserves the right to search or conduct a number of searches of Customer's baggage or vehicles at any time while at the Racecourse. Refusal to permit a search may result in being required to leave the Racecourse.
- 10.6 Permission to enter the Racecourse does not guarantee entry to the Racecourse or any particular area within it. Where badges, car park labels or hospitality packages are sold for a specified area of the Racecourse, the Company will use reasonable endeavours to ensure the specified area is available for use at the specified time. If however the specified area cannot be used for reasons not within the control of the Company then the Company shall be entitled to offer a reasonable alternative. If no alternative is offered by the Company the customer will be entitled to a full refund as per clause 6.2.1.
- 10.7 Tickets may provide or restrict access to certain areas of, or enclosures in, the Racecourse. Transfers between enclosures may be possible on the day, subject to availability.
- 10.8 The Company may retain records of any suspected misuse of Tickets or other documents and any serious misbehaviours of any Customer and share them with other racecourses, the Police and the British Horse Racing Authority.
- 10.9 In the case of emergency, or if a fire alarm is activated, all attendees of the Racecourse must follow the instructions given by the PA system, the stewards, the police, the Company's staff or as displayed on the digital screens.

## 11. **Conduct**

### 11.1 **PLEASE NOTE:** The following rules and regulations apply to all attendees:

- a) **Badges:** must be securely attached to Customers (or their possessions) on race days and must be visible at all times when at the Racecourse. All Tickets must be shown to the Company or its employees and agents on demand. Failure to display may result in paying the full price admission to the relevant enclosure/stand for that day or removal from the Racecourse.
- b) **Dress Code:** Customers in the County Stand and Winning Post enclosure are required to observe a strict dress code. Gentlemen are required to wear a suit jacket, collar and tie. Ladies are required to wear smart dress. No jeans or tracksuits are allowed. These standards of dress also apply to patrons in all hospitality and restaurant facilities. Shorts, sportswear and trainers will not be permitted in Tattersalls. Novelty clothing (i.e. fancy dress) is not permitted in the County Stand, Tattersalls and Winning Post, the Company has sole discretion whether something constitutes fancy dress. If clothing is deemed to be offensive or inappropriate in any way the Company has the right to prevent the wearer from coming into the Racecourse. Branded / promotional clothing is not allowed on the course.
- c) The climbing of fences, stands and any other buildings is forbidden. Trespassing on the racetrack, except at designated crossing points, is disallowed at all times.
- d) Please observe the designated no drinking areas. Food and alcoholic beverages cannot be brought into any Racecourse enclosure, except the Open Course and car park picnic area (please see the rules in the Appendix).
- e) All attendees under the age of 18 must be accompanied by an adult. Children under the age of 18 are admitted free of charge in the general enclosures on race days provided they are accompanied by a responsible adult, however a child attending a hospitality area will attract a charge. No person under the age of 18 is permitted in the Winning Post enclosure at any time.

- f) Gambling and the consumption of alcoholic beverages by Racegoers under the age of 18 are strictly prohibited.
- g) Cigarettes (including e-cigarettes) shall not be used in designated 'no smoking' areas of the Racecourse.
- h) The use of drones or similar is strictly prohibited at or over the Racecourse.
- i) Flags, banners and other articles and any behaviour such as drunkenness, drug use or dealing, abusive conduct, singing or shouting which may constitute an annoyance to spectators or distract or frighten the horses are prohibited. The Company may advertise a list of prohibited articles, which Customers must adhere to.
- j) Items used for any marketing or promotional activity (howsoever used, whether official or unofficial) whether for personal, charitable commercial or political concerns is not permitted without prior written authorisation by the Company.
- k) No dogs are allowed anywhere on the Racecourse (with the exception of aid dogs) and must not be left in vehicles.

Any person failing to comply with the above rules, or any reasonable instructions from a steward, member of Racecourse staff, the police or any member of the emergency services may be ejected from the Racecourse.

## 12. Photography, Phones and Other Mobile Communications Devices

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

- 12.1 Customers shall not use any device or technology to capture, record, store, transmit or broadcast any data relating to any race, fixture or other race-related activity at the Racecourse, unless expressly permitted to do so by clause 12.2 below .
- 12.2 Customers may use mobile devices and point-and-shoot or compact cameras to capture images for your own private and domestic use (but shall not use professional level photography or filming equipment). The Company may specify areas of the Racecourse, or events, that must not be recorded in anyway. The following rules apply:
  - a) photography on the racing surface is strictly forbidden;
  - b) flash photography is **strictly forbidden**; and
  - c) you must not allow a third party to use such images for any commercial purpose and must notify the Company immediately if you become aware of any unauthorised use of those images.
- 12.3 The Customer agrees that all copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data shall be assigned to the Company on creation. If these Conditions are not sufficient to give effect to this assignment the Customer will do all such things and execute all such documents as the Company may require to transfer ownership of those rights to the Company.
- 12.4 Unless specifically permitted by these Terms, Customers 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.
- 12.5 Customers may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse Wi-Fi that is generally made available to Customers by the Company, for the purpose of accessing, and making full use of, certain betting websites. The full list of betting websites that the Company agrees to make available to Customers through the

Racecourse Wi-Fi from time to time will be listed on the webpage that Customers will be automatically directed to when connecting to the Wi-Fi. If such Wi-Fi activates are permitted on that raceday.

12.6 Amateur photographers with professional equipment (being anything more than the items noted in clause 12.2) shall contact the Company prior to entry onto the Racecourse for permission and may be required to enter into a further agreement.

12.7 The Company reserves the right to confiscate any equipment or device (including mobile phones, cameras or other devices) used in connection with photography or videography and storage of such audio/visual content or data that is in a Customer's possession and delete any such content if the Company believes the Customer has breached or is likely to breach this clause 12.

### 13. **Media, Professional Photographers and Traders**

13.1 No Customer is permitted to report on, broadcast or otherwise write any article about a race or fixture at the Racecourse. The Customer will need to enter into a supplementary agreement with the Company if they wish to undertake any press or associated activities at the Racecourse.

13.2 All commercial and professional photographers must have obtained express permission to enter the Racecourse and capture images. All such photographers shall comply with such additional terms we may require, and/or with the RCA Press Badge Conditions (<http://www.britishracecourses.org/assets/1854/RCA%20Press%20Badge%20Conditions%202016%20FINAL.pdf>) and the British Horseracing Authority General Instruction 5.2 (<http://www.britishhorseracing.com/wp-content/uploads/2014/03/Binder5.pdf>), and provide satisfactory evidence of holding sufficient public liability insurance prior to arrival.

13.3 All traders and other persons wishing to undertake commercial activities in the Racecourse require prior written permission of the Company, and may be subject to additional terms and conditions. The Company may expel and/or confiscate equipment, stock or other materials in the possession of any one carrying out unauthorised activities.

13.4 It is a condition of entry that only individuals possessing a valid betting badge and occupying an authorised pitch are entitled to lay bets. Anyone contravening this condition will be evicted. Additional terms apply to individuals seeking authorisation to lay bets at the Racecourse.

### 14. **Media Coverage and Promotional Activities**

14.1 The Customer acknowledges that many races and events are given coverage by the media (including, but not limited to, print media, television and other broadcast media and digital media). In addition the Racecourse may use photography and other recordings for promotional purposes (including, but not limited to, promotion in print media, television and other broadcast media, promotional material, social media and online or other digital media). Customers, their children and/or horses may appear in such coverage and/or material. Customers shall have no right to object 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 Customer or by third parties authorised by the Company.

14.2 By entering the Racecourse, Customers consent (for yourself and on behalf of any under 18's in your care) to the passing of still or moving images of you/them to third parties authorised by the Company for the purposes of the production of material to be used solely for the promotion of the Racecourse. On request, the Customer will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

### 15. **Our Responsibility for Loss or Damage Suffered By You**

15.1 Any property brought onto the Racecourse by a Customer is done so at the risk of the Customer.

15.2 Customers accept that due to their nature, race meetings are not without risk. Customers must remain vigilant and exercise a reasonable degree of caution and care for themselves and others around them at all times.

15.3 The Company shall have no liability for any loss, injury or damage to Customers or their property save where such loss or damage arises due to the negligence of the Company, its agents or

employees. Subject to clause 15.4, if the Company is responsible for loss, injury or damage suffered by the Customer or their property which is a foreseeable result of our negligence, the Company's total liability shall not in any circumstances exceed £1,000.

- 15.4 The Company does not exclude or limit in any way our liability to the Customer where it would be unlawful to do so including liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 15.5 Nothing in these Terms affects the statutory rights of any Customer attending the Racecourse as a consumer.
- 15.6 If the Customer is a commercial entity or business, the Company has no liability to the Customer for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, costs or expenses or any other indirect or consequential loss, whether foreseeable or not.

## 16. **Abandonment and Lost Tickets**

- 16.1 In the event of abandonment before the race day, the Company will offer a full refund on all Ticket costs. Alternatively, the Customer may either (a) transfer their Ticket to a later event or (b), where the race day is rearranged, to the rearranged event. The Company will use reasonable endeavours to inform customers of the cancellation prior to the event.
- 16.2 In the event of abandonment on the race day up to the 'Weighed-In' of the first race, the Company will offer a full refund on all Ticket costs and car parking costs. Alternatively, the Customer may reclaim their parking costs and either (a) transfer their Ticket to a later event or (b), where the race day is rearranged, to the rearranged event.
- 16.3 In the event of abandonment on the race day after the 'Weighed-In' of the first race up to the 'Weighed-In' of the third race or nominated feature race (whichever is later) there will be a 50% refund of Ticket and car parking costs. In the event of abandonment thereafter there will be no refunds.
- 16.4 No cash returns will be paid on the day. All refunds to be administered by post. Where the Customer is entitled to any refund for abandonment, the Customer must:
  - a) Make a note of the reference numbers of all Ticket and car park labels.
  - b) Send the Tickets and/or labels along with a covering letter stating the full name and address of the sender and if different from that of the sender, the full name and address of the purchaser of the Tickets or labels to the Company at the address below. To be valid, requests for refunds must be received in writing within one month of the date of the abandoned race day. The Company shall have no responsibility or liability of any nature in respect of any refund request received after that time.
- 16.5 In the event of abandonment at any time on the day of racing, there will be no refund or price reduction in respect of Box, Room or Chalet hire charges or other hospitality charges save where either: a) the Company agrees otherwise, or b) the cause of the abandonment prevents the safe use of facility during the period of hire.
- 16.6 Lost or stolen Tickets will not be replaced. Replacements must be purchased from the company. If after race day a lost Ticket is found, the Customer may submit it for a refund as per the above process. Provided the Ticket has not been used, a refund will be provided.

## 17. **Entertainment**

- 17.1 Where entertainment or hospitality is provided, Customers accept upon entry to the Racecourse that hosts may use humour or humorous anecdotal stories to entertain. Such humour may arise out of direct references to individual members of the audience or out of references to matters which are sensitive to certain members of the audience. Except where such references are discriminatory under the law, the Customer accepts such humour as part of the condition of entry and the Company has no liability in respect of any hurt feelings, anguish, distress, indignation or alleged discrimination in respect of any Customer.

- 17.2 Certain racing days may feature advertised events such as (but not limited to) specific feature races (hereafter for this clause “races”) or music performances. Such races or performances may be cancelled due to circumstances outside of the Company’s control of the Company. There is no guarantee that any such race or performance shall take place nor any representation or warranty is made as to the nature or quality of such race or performance. The Company is not obliged to refund or exchange Tickets due to any alteration or cancellation of a specific race or performance, however the Company may issue partial refunds of Ticket prices where the Company (in its sole discretion) considers it appropriate to do so.
18. **Other Important Terms**
- 18.1 All vehicles parked or stored at the Racecourse are parked at the owner’s risk and the Company accepts no responsibility for such vehicles. Drivers must be driven with utmost care at the Racecourse and drivers must adhere to all written and verbal instructions, directions and signs. The Company reserves the right to require any vehicle be moved, or to move the vehicle, if it is not parked in an appropriate designated area or if it obstructs the smooth operation of the Racecourse or causes a hazard. Parking or setting down on the side is prohibited other than at official car parks.
- 18.2 This contract is between the Customer and the Company. No other person has right to enforce its terms. The Company may transfer our rights and obligations under these terms to another organisation. The Customer may only transfer the Customer’s rights or obligations under these terms to another person if the Company agrees to this in writing.
- 18.3 If any court or relevant authority decides that any part of this Contract is unlawful, the remaining paragraphs will remain in full force and effect.
- 18.4 No failure or delay to enforce the Company’s rights under these Terms should be construed as a waiver of the Company’s rights under the Terms.
- 18.5 These Terms are governed by English law and the courts of England and Wales shall have exclusive jurisdiction, save that where a Customer is a consumer and lives in a different country within the UK, the Customer may instead elect to bring legal proceedings in either in the country where they live or the English and Welsh courts.
- 18.6 Lost property enquiries should be made to the Box Office. Lost children should be reported to the stewards or to the police.

**Chester Racecourse and Bangor-on-Dee Racecourse are owned and operated by Chester Race Company Limited, a company registered in England with company number 00037600 with a registered address of The Racecourse, Chester, Cheshire, CH1 2LY.**

**For general admission ticket matters please contact the box office on 01244 304610. For hospitality related matters please contact the hospitality sales team on 01244 304631.**

## Appendix

### Open Course and Car Park Picnic Rules

Subject always to the discretion of the Company:-

- Customers may bring food and soft drinks in sealed plastic containers onto the Open Course.
- Customers can bring a picnic, with a moderate amount of alcohol to accompany it, into the designated Car Park Picnic Area. However, this area cannot be accessed on foot, or by taxi.
- All alcohol must be consumed or left in the Car Park Picnic Area before entering the Open Course.
- Bag and vehicle checks will be in operation:
  - at the entrance to the Open Course
  - at the entrance of the Car Park/ Picnic Area
  - Gates 9 (Nuns Rd) & 10 (Castle Bend).
- The Company will refuse entry to anyone carrying alcohol on foot and reserves the right to ask anyone attempting to bring alcohol onto the Open Course to leave.
- The Company will refuse entry to anyone bringing more than a moderate amount of alcohol (in the Company's sole determination) into the Car Park Picnic Area of the Open Course and reserves the right to ask anyone concealing more, to leave
- .