## **Terms & Conditions**

Chester Racecourse and Bangor-on-Dee Racecourse

All tickets, badges, annual memberships, car park labels and hospitality packages are sold subject to the following terms and conditions. These terms and conditions are published and maintained on our Company website www.chester-races.com
For the avoidance of doubt and in the case of discrepancy between Terms and Conditions published on the Company's website from time to time and any issued hard copy of the Terms and Conditions, the Terms and Conditions on the Company Website shall prevail.

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 fin respect of Part 2I an attendee at the Racecourse:
Ticket' means any licket, badge, car park pass, hospitality badge and Philieged Access Swipe System (PASS) cards:
"Racecourse' means, as appropriate the Chester Racecourse, Chester CHI 2IY or the Bangor-on-Dee Racecourse, Overton Rd, Bangor-on-Dee, Wexham LI13 ODA and includes all surrounding land, facilities and car parks owned or controlled by the Company;

### PART 1 PURCHASE OF TICKETS

### 3. 3.1

Our Contract
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.
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.
Tickets are not for sale to under 18s.
For non-hospitality/business orders, acceptance of an order by a Customer will take place when the Company confirms on the call (for telephor sales) or emails the Customer to confirm acceptance (for website sales). At which point a contract will come into existence between the Custom and the Commany 3.2

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- assels 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 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.

  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. 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 a paylicable), 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 a payling and or contract that the Company as soon as possible. The Company will confirm if the change is possible, in the Company as soon as possible. The Company will confirm if the change 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 a dated with the change.

  Providing the Tickets
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- iding the Tickets

  gith order process the Company will let the Customer know how and when the Company will provide the Tickets.

  Company may need certain information from customers to supply the Tickets. If the Customer does not provide this information within a nable time of request, or gives incomplete or incorrect information, the Company may end the contract. The Company will not be onsible 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 pany need within a reasonable time.

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- responsible for supplying the products late or not supplying any perconstitutions.

  Price and Payment

  The cand Payment

  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.

  Unless otherwise agreed by the Company, the Customer must say for the Tickets upon ordering. Where the Company agrees to invoice the Customer for Tickets, payment must be received no later than 14 days prior to the date of event to which the order relates (including invoice 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 50 days of the order.

  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 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 unmistakeable and could reasonably have been recognised by the Customers as a mispricing, the Company way and the contract, refund the Customer and require the return of any Tickets issued.

  Rights to find the Contract

  If what the Customer has bought is misdescribed the Customer may have a legal right to end the Contract and de a replacement or some or all of their money back. 5.3

- 6. 6.1
- If what the Customer has bought is misdescribed the Customer may nave a legal right to end the contract and get a reprocurence of some of their money back.
  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. 6.2
- Interduced increase provided a face ineeding has not occurred and the customer may also be entired to Compensation.

  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 listeff, 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.

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- How to End the Contract With Us
  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.
  Refunds, other than those covered by clause 6, 107, 172 and 16 will not be considered. Cancellation of hospitality bookings cannot be
  considered noce a booking has been processed.
  Hospitality badges are sold on the understanding that no money in respect of the unused badges will be reimbursed.
  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 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.

  Personal Information 7.2

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- When stables of the course in the Company may also end the contract where set out in these terms.

  Personal Information

  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 Privary Policy and personal related as shall be recorded for a stong as required on the Chester Race Company Ltd Database. This database is owned and used solely by the Chester Race Lorengany Corollary Company Corollary (in the Customer and Stables) and the Company Corollary (in the Customer and Company Corollary Corollary) and the Company Corollary (in the Customer and Corollary Corollary) and the Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and the Customer and Corollary (in the Customer and Corollary) and Corollary (in the Cus 9.2
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### PART 2 CHESTER RACECOURSE REGULATIONS AND NOTICES

- General
  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.
  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. Entry will be denied to any person who is introdicated or under the influence of drugs.

  The Company may refuse admission/remove any person falling to comply with any of these Terms, any person whose presence is (in the Company is about the discretion undersiable, 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.

  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.

  The Company reserves the right to search a customer or conduct a number of searches of their bagagge or vehicles at any time whits at the Racecourse. The company reserves the right to use search dogs.
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- reaccourse. Netural to permit a search may result in a customer being requested to leave the Nacccourse. In ecompany reservers me right to use search dogs.

  Permission to enter the Racccourse does not guarantee entry to the Racccourse or any particular area within it. Where begind laber as rospitality packages are sold for a specified area of the Racccourse, the Company will use reasonable endeavours to ensure the specified area available for use at the specified lime. 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 laternative. If no alternative is offered by the Company the ustomer will be entitled to a full refund as per clause 6.2.1.

  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.

  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.

  In the case of emergency, or if a fine alarmis activated, all attendees of the Racceourse must follow the instructions given by the PA system, the stewards, the police, the Company's staff or as displayed on the digital screens. 10.6
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- the stewards, the police, the Company's staff or as displayed on the digital screens.

  11. Conduct

  11. PLEAS 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. In 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) There is a specific dress code in each enclosure which must be compiled with. Please refer to the dress code guidance online at www.chester-races.com/dresscode for the full details. Novelty clothing (i.e. fancy dress) is not permitted in any area other than the Dee Enclosure and Open Course. The Company has sole discretion whether something constitutes fancy dress. No clothing should be deemed offensive or inappropriate in any way. Branded / promotional clothing is not allowed on the course. The Company reserves the right to refuse entry to any person not adhering to the appropriate dress code.

  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 food and drink areas. Food can only be brought into the Open Course and Car Park Picnic Area.

  Definition of 'moderate' can be found on the Chester Racecourse website. Soft drinks can only be brought into the open course and Car Park Picnic Area.
- Definition of moderate can be found on the Chester Racecourse website. Soft drinks can only be brought into the open course and Car Park Picric Kange of 18 are admitted free of charge in the general enclosures on race days provided they are accompanied by a Chromoship state. The definition of a responsible adult is at the Company's discretion at all times. A child attending a hospitality area will attact 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 Raceppose under the age of 18 are strictly prohibited. Not abiding by this condition will lead to the removal of both the under 18 year old and the responsible adult.

  (g) Cigarettes fincilluding e-cigarettes) shall not be used in designated in o mowing areas of the Racecourse.

  (g) Cigarettes fincilluding e-cigarettes) shall not be used in designated in o mowing areas of the Racecourse.

  (g) 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.

  (g) Items used for any marketing or promotional activity flowscoeur used, whether official or unofficial whether for personal, charitable commercial or political concerns is not permitted without prior withten authorisation by the Commercial or political concerns from the exception of aid doogs and must not be left in webicles. Any person failing to comply with the above utiles, or any marketing or permitted without prior withten authorisation by the Communications be elected from the Racecourse.

  (g) Photography, Phones and Other Mobile Communications Devices

  YOUR ATTENTION IS PARTICULARIY DRAWN TO THIS CONDITION. Non-compliance with the following provisions will constitute a serious breach of these Permiss, as a result of which we shall have the right t

- not use professional level photography or filming equipment). The Company Website shall prevail.

  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.

  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 wild oal such things and execute all such documents is the Company are require to transfer ownership of those rights to the Company. Unless specifically permitted by these Ferms, 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.

  Customers may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse Wi-Fil that is generally made available to Customers by the Company (or 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 to the Racevorse with professional equipment (being anything more than the items noted in clause 12.2) shall contact the Company prior to entry not the Racecourse to permission and may be required to enter into a further agreement.

  The Company reserves the right to consticate any equipment to reject (including mobile phones cameras or other devices) used in connection with photography and storage of such 12.6

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- 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 fithey wish to undertake any press or associated activities at the Racecourse.

  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 (Intrp.//www.britishracecourses orgaseste/1854/RCA/20Press/2064/RCA/2074/RCA/20Press/2064/RCA/20Press/2064/RCA/20Press/2064/RCA/2074/RCA/
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- 12.5 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.
   13.6 Abandonment and Lost Tickets
   14.6 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 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.
   14.5 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 on the race will be not 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.

    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 to) the cause of the abandonment prevents the safe use of facility during the period of hire.

    In respect of annual memberships and abandonments at Chester or Bangor-on-Dee, the customer recognises that abandonments of some fixtures are possible and that the annual membership confers other benefits during the period of membership freciprocals, discounts and offers). As such, any refunds in respect of abandonments is at the full discretion of the company.

    Lost or stolen Tickets will not be replaced. Replacements must be purchased from the Box Office. 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.

    Entertainment

- Entertainment
  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 August Customer accepts such humour as part of the condition of entry and the Company has no liability in respect of any fustored distress, indipation or allegad discrimination in respect of any fustored.
  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 shape cancelled due to circumstances outside of the Company's control of the Company. There is no guarantee that any such race or performance shape for or the control of the contr
- to do so.

  Other Important Terms
  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 adhree 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 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 office.
- ca r parks.

  22. 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 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 Term 18.5 These Terms are governed by finglish 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 whe they live or the English and Welsh courts.
- 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, CHI 2/LY. For general admission licket matters please contact the box office on 01244 304611. For hospitality related matters please contact the hospitality sales team on 10244 304651.

# We are committed to providing a high quality service to all our clients and customers. When something goes wrong, we need you to tell us about it This will help us to improve our standards.

- If you speak to us about your complaint we will try to resolve it on the spot. We will confirm with you what the problem is and how you would like it resolved. We will try to resolve the problem We will check to see if you are happy with the resolution.

If your complaint needs more investigation, or we receive it in writing

- We will send you a letter acknowledging receipt within three days of us receiving the complaint enclosing a copy of this procedure. We will then investigate your complaint. This will normally involve passing your complaint to the relevant department Manager, who will review your matter and speak to the member of staff involved if applicable. We will send you a detailed written reply to your complaint including suggestions for resolving the matter, within 21 days of sending you the
- acknowledgement letter
  At this stage, if you are still not satisfied, you should contact us again and we will arrange for another unconnected manager to review the
- decision.

  We will write to you within 14 days of receiving your request for a review, confirming our final position on your complaint and explaining

- 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 pictinic, 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/ Picni Gates 9 (Nuns Rd) & 10 (Castle Bend)
- The Company may refuse entry or eject anyone who fails to comply with the current Open Course and Car Park Picnic Rules

- DISP YOUR)
  To give you reassurance when booking, any customer who purchases a ticket for a future fixture will be entitled to a transfer or full refund in the event it is cancelled due to the pandemic. If a customer is required by law to be in self-isolation at the time of the event and can provide relevan proof they will be entitled to a transfer to another fixture, subject to availability. Fixtures may be subject to change and we will advise of any relevant changes in a timely manner.