



# ASCOT HOSPITALITY CONSUMER TERMS & CONDITIONS

## 1 Definitions

1.1 In these Conditions, unless the context otherwise requires:

**“Additional Fees”** means those fees payable by the Customer in addition to the Fee in relation to the Hospitality Package (including in relation to Services to be provided by Ascot) including those set out in Conditions 4.7 and 4.8;

**“Agreement”** means this Agreement which consists of these Conditions, the Booking Form, the Deposit Invoice and any other documents agreed in writing between Ascot and the Customer in relation to the Hospitality Package;

**“Ascot”** means Ascot Racecourse Limited;

**“Booking Form”** means the document setting out the details of the Hospitality Package that shall be sent to the Customer at the same time as this Agreement, an example of which is set out at Schedule 1;

**“Business Day”** means a day other than Saturday, Sunday or a public holiday in England;

**“Business Hours”** means between 9am and 5pm on a Business Day;

**“Car Park Labels”** means the passes that will be supplied at a ratio of 1 pass per two guests (unless otherwise agreed) for a designated car park;

**“Caterer”** means Ascot’s appointed caterer, currently 1711 By Ascot (Sodexo), Rhubarb, and Smart and Creative Events;

**“Catering Service”** means any service provided to the Customer by Ascot’s appointed Caterer, including the supply of food and beverages;

**“Common Parts”** means those roads, paths, and other common areas of the Racecourse, the use of which is necessary for obtaining access to and egress from the Event Space;

**“Conditions”** means the terms and conditions contained in this Schedule 3;

**“Conditions of Entry”** means The General Terms and Conditions of the Racecourse, including conditions of entry, which are posted from time to time at the Racecourse and at

[www.ascot.co.uk/tcs-page/introduction](http://www.ascot.co.uk/tcs-page/introduction)

**“Customer”** means the individual, company, or other organisation on whose behalf the booking for the Hospitality Package is made by the Booking Contact or Host and who is party to this Agreement;

**“Deposit Invoice”** means the document at Schedule 2 setting out the Fee and payment schedule;

**“Dress Code”** means the rules relating to dress as published from time to time by Ascot, the details of which can be found at [www.ascot.co.uk/what-to-wear/what-to-wear](http://www.ascot.co.uk/what-to-wear/what-to-wear);

**“Event Space”** means the rooms, locations, or the area of land within the Racecourse as described on the Booking Form which are to be made available to the Customer (in whole or in part) in which the Hospitality Package will be provided;

**“Fee”** means the sums payable to Ascot in consideration of the Hospitality Package as detailed in Condition 4 and includes any Additional Fees;

**“Guest”** means any person attending the Hospitality Package and any individual engaged by the Customer to provide services in relation to the Hospitality Package at the Racecourse other than Ascot or the Caterer;

**“Hospitality Package”** means the Event Space and the Services that Ascot shall provide to the Customer in return for payment of the Fee;

**“Maximum Capacity”** means the maximum capacity for the Event Space as shall be notified to the Customer by Ascot at the time of booking;

**“Prohibited Items”** means those items which may not be brought onto the Racecourse as set out in the Event Manual and which includes knives, fireworks, smoke canisters, air-horns, drinking glasses, bottles or other glass or similarly breakable containers, cans, flags, banners, and other similar articles, poles, laser pens or pointers, helium balloons and any other article that might be used as a weapon and/or may in Ascot’s reasonable opinion compromise public safety, cause damage to property or disrupt the enjoyment

of the Hospitality Package for others or disrupt the operation or enjoyment of any other event at the Racecourse;

**“Racecourse”** means the land owned by Ascot Racecourse Limited, known as Ascot Racecourse and which includes the Event Space and Common Parts;

**“Services”** means the supply by Ascot of security, duty management, any catering, room service, furniture, décor, staff, and any other supply services as set out in the Booking Form or otherwise required for the proper and safe operation of the Hospitality Package;

**“VAT”** means Value Added Tax or any similar tax in force from time to time.

**1.2** The headings in these Conditions are inserted only for convenience and shall not affect their construction.

**1.3** Where appropriate, words importing the male, female or neutral genders shall include the other genders and words denoting a singular number only shall include the plural and vice versa.

**1.4** Any reference to a Condition shall be construed as a reference to one of these Conditions.

**1.5** If there is any inconsistency between the Conditions, the Booking Form priority shall be given first to the Conditions, then to the Booking Form (upon its acceptance in accordance with Condition 2.4 of these Conditions)

**1.6** In these Conditions the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

## **2 Booking**

**2.1** If the Customer wishes to book the Hospitality Package the Customer will provide to Ascot details to be entered into a Booking Form together with such additional information Ascot reasonably requires.

**2.2** Ascot will notify the Customer in writing if it approves of the Hospitality Package as set out in the Booking Form, by providing to the Customer a copy of this Agreement with the Booking Form. This shall be Ascot's offer to the Customer.

**2.3** No less than 14 days before the date of the Hospitality Package, Ascot will send the Booking Form to the Customer. The Booking Form is part of the Agreement and contains further details about the Hospitality Package and the Services to be provided by Ascot, including the number of Guests and any dietary requirements.

**2.4** The booking of the Hospitality Package will only be confirmed and accepted by receipt by Ascot of the signed Agreement and the receipt, in cleared funds of the first instalment of the Fee due under the Deposit Invoice within 10 days of the Booking Form and Agreement being sent to the Customer. Until such a time the first instalment of the Fee is paid, Ascot shall have no obligations to Customer and shall be able to withdraw its offer at any time.

## **3 Grant of Rights**

**3.1** In consideration of the payment by the Customer to Ascot of the Fee and any other sums due under this Agreement, Ascot shall:

(a) grant to the Customer a personal licence to occupy the Event Space and to access the Event Space through the Common Parts on the date(s) and time(s) set out in the Booking Form; and

(b) provide the Services as detailed in the Booking Form, on the Conditions set out in this Agreement.

**3.2** Ascot grants to you, subject to availability, the right to purchase Additional Badges and Additional Car Parking Passes for each Raceday on dates which the Hospitality Package is booked at a price and on terms and conditions to be agreed between you and Ascot on a case-by-case basis. For the avoidance of doubt, notwithstanding the ability to purchase Additional Badges, the Maximum Capacity of the Event Space remains as stated by Ascot at the time of booking.

**3.3** The Customer acknowledges and agrees that it shall not provide any services itself (in whole or part), nor shall it appoint or allow any third party to provide any Services as part of the Hospitality Package or access any part of the Racecourse without obtaining prior written consent from Ascot.

**3.4** Ascot's consent may be given or withheld in its absolute discretion and may be granted on a conditional basis.

**3.5** The Customer shall:

(a) promptly provide to Ascot all information which Ascot may reasonably require to enable it to perform the Services;

(b) provide to Ascot corrected and/or additional information as necessary if it becomes aware that it has supplied incorrect or insufficient information;

(c) provide all reasonable assistance for Ascot to perform its obligations under the Agreement; and

(d) not hinder, delay or otherwise prevent Ascot's performance of the Services.

Ascot shall not be liable for any failure to perform its obligations or providing the Services where this is as a result of a breach by the Customer of this Agreement.

**3.6** Nothing in this Agreement shall grant any lease, tenancy or any other equitable or beneficial interest in the whole or any part of the Racecourse.

**3.7** Any rights not expressly provided for in this Agreement are reserved to Ascot.

#### **4 Payment**

**4.1** The Fee for the Hospitality Package shall be calculated in accordance with the cost of the Hospitality Package at the date of the Hospitality Package being provided not at the date when the Agreement was entered into.

**4.2** The Deposit Invoice detailing the Fee, payment schedule and methods of payment, will be included as part of the Agreement.

**4.3** Generally, the Customer shall pay the Fee for the Hospitality Package as follows:

(a) 25% of the Fee at the time of making the booking or immediately on receipt of the Deposit Invoice (whichever is earlier); and

(b) the balance of the Fee by no later than 90 days prior to the date of the Hospitality Package being provided.

**4.4** If the Agreement is accepted for a date which is less than 90 days prior to the date of the Hospitality Package, the Customer shall pay the full Fee at the time of making the booking or immediately on receipt of the Deposit Invoice (whichever is earlier).

**4.5** If the number of Guests that actually attend the Hospitality Package is less than the number of Guests specified on the Booking Form, then Ascot will charge the Customer for the number of Guests on the Booking Form.

**4.6** Ascot's prior written approval is required if the Customer wants to increase the number of Guests attending the Hospitality Package. The Customer acknowledges that the Event Space has a Maximum Capacity which cannot be exceeded. If the number of Guests that attend the Hospitality Package is greater than the number of Guests specified on the Booking Form at the time it is accepted, then Ascot shall charge the Customer for the actual number of Guests attending the Hospitality Package. Ascot shall issue an invoice to the Customer for the additional charges which shall be payable by the Customer to Ascot by no later than 14 days after the date of the invoice, or if such notification is less than 14 days prior to the date of the Hospitality Package, payment for such additional charges shall be made immediately.

**4.7** The Customer will pay to Ascot Additional Fees in respect linen hire, equipment hire, utility supply and other costs based on specific requirements of the Customer as set out in the Booking Form such costs shall be paid, in full, no later than 21 days prior to the date of the Hospitality Package.

**4.8** Where, in Ascot's reasonable opinion, it believes that any additional staff are required for any Hospitality Package (for example as a result of any increase in the anticipated number of Guests or change in the nature of the Hospitality Package) it shall notify the Customer and shall use reasonable endeavours to provide such staff. The Customer shall pay the Additional Fees for the provision of such additional staff within 2 days of the Hospitality Package.

**4.9** The time of payment of the Fee and any Additional Fees shall be of the essence. If the Customer fails to make payment of the Fee or Additional Fees or any other sums payable in accordance with the payment terms set out in these Conditions and the Deposit Invoice, this shall be deemed to be cancellation of the Hospitality Package by the Customer and the provisions of Condition 10 shall apply.

**4.10** All Fees and other sums set out in this Agreement are expressed exclusive of VAT. All Fees and costs must be paid without any deduction, set off or withholding. VAT invoices are only issued upon receipt of payment in accordance with these Conditions.

**4.11** If any payment under this Agreement is late, Ascot shall be entitled to charge interest on any overdue amount at a rate of 4% above Barclay's Bank interest rate from time to time in force. Interest will be charged daily from the date of payment is due to the date payment is received (inclusive).

**4.12** Unless, within 5 Business Days of the date of receipt of an invoice from Ascot for any sum due under the Agreement, the Customer has notified Ascot that it disputes whether amounts contained in such invoice are properly due, it shall be deemed to have accepted that the sums stated as payable are properly due and to have waived all its rights to subsequently dispute whether those sums are due.

## **5 Ascot's Obligations**

**5.1** Ascot warrants, represents and undertakes that:

- (a) it has the authority to enter into this Agreement, to perform its obligations, and to grant the Customer the rights set out in Condition 3; and
- (b) the person executing this Agreement for and on behalf of Ascot is a duly authorised representative of Ascot and has the capacity to execute this Agreement for and on behalf of Ascot.

## **6 Customer's Obligations**

**6.1** The Customer warrants, represents and undertakes that:

- (a) It has the authority and capacity to enter this Agreement and to observe the obligations imposed on it under this Agreement; or
- (b) the person executing this Agreement for and on behalf of the Customer is a duly authorised representative and has the unconditional capacity to execute and deliver this Agreement for and on behalf of the Customer;
- (c) it shall obtain Ascot's prior written consent before hiring any services for the Hospitality Package if the Customer does not intend these to be provided by Ascot or the Caterer as part of the Services as set out in the Booking Form;
- (d) where relevant any equipment which is brought onto the Racecourse shall have an up to date portable appliance test and the Customer shall provide evidence that such testing has been undertaken on request;
- (e) it shall ensure the Maximum Capacity for the Event Space shall not be exceeded at any time;
- (f) it shall ensure the orderly conduct of Guests attending the Hospitality Package and shall ensure that no Prohibited Items shall be brought into the Racecourse by the Customer or any Guest;
- (g) unless otherwise agreed in writing by Ascot, Guests shall not be permitted to consume any food or drink within the Racecourse except for that supplied by Ascot or the Caterer as part of the Services;
- (h) it shall comply with, and shall procure that all Guests comply with all rules, regulations, safety announcements and any reasonable instructions given by Ascot or its representatives prior to, during, or after the Hospitality Package;
- (i) on Racedays, Guests must adhere to the Dress Code and are not permitted to produce or take any photographs, film or other recordings for any commercial purpose;
- (j) it shall not introduce, attempt to introduce, or permit the introduction of any signage or other publicity material into the Event Space or onto the Racecourse, other than signs or notices which may be required under any applicable law or regulation, without Ascot's prior written consent;
- (k) any Guests will only use the designated parking areas within the Common Parts that Ascot has supplied Car Parking Labels for. Ascot shall not be liable for loss or damage to cars (or their contents) parked at the Racecourse;
- (l) it shall keep the Event Space, Common Parts and Racecourse clean, tidy and clear of rubbish and debris;
- (m) it shall not, and shall procure that Guests do not, use the Event Space or Common Parts in such a way as to cause, in Ascot's opinion, any offence, nuisance, damage, annoyance, interference, inconvenience or disturbance, to the enjoyment, comfort or safety of any other users of the Racecourse or any neighbouring property, or use it in such a way that would amount to committing any illegal act;
- (o) it shall make good at its own expense, any damage to the Racecourse including the Event Space, Common Parts, any furniture and/or fixtures, any grassed areas or hard surface car parking areas of the Racecourse attributable to: any act or omission by the Customer and/or any Guests (fair wear and tear excepted); or by any third parties making deliveries for the Hospitality Package to the Racecourse. If the Customer does not make good such damage within 7 days of the said damage having occurred (or, if later, of Ascot notifying the Customer of such damage and requiring its remedy), Ascot shall be entitled absolutely at its own discretion to rectify any such damage, which costs the Customer will pay on receipt of an invoice. The Customer will indemnify Ascot on demand against any costs, damages and expenses incurred by Ascot in making good the said damage on the Customer's behalf.
- (o) the Hospitality Package shall finish on time and all Guests shall have left the Racecourse within 30 minutes of bars and restaurants closing. The Customer hereby indemnifies Ascot for any costs, losses, damages, claims, liabilities, proceedings, demands, awards or expenses incurred on account of any failure to vacate the Event Space, the Common Parts and/or the Racecourse on time;
- (p) it shall not use or access any part of the Racecourse other than the Event Space and relevant Common Parts and shall not in any way restrict the access of Ascot or any other guests to any Common Parts;

(q)it is responsible for the acts or omissions of the Guests at the Racecourse. It shall draw these Conditions to the attention of each Guest; and

(r)it shall procure that Guests uphold the good name, image and reputation of Ascot at all times and shall not make any defamatory or derogatory statements or engage in conduct which is likely to damage or bring into disrepute the name and/or image and/or reputation of Ascot or the Racecourse.

## **7Restrictions**

**7.1**Ascot and its authorised representatives may, without prejudice to any other rights and remedies it may have, remove Guests from the Event Space and/or Racecourse if, in Ascot's opinion, they are in breach of any provision of this Agreement. In addition, the Customer acknowledges that Ascot reserves the right to refuse entry to any Guest, or to remove any Guest from the Event Space or Racecourse, temporarily or permanently, if Ascot reasonably believes that such individual is or has committed an offence, is intoxicated or if granted entry will be disruptive to the enjoyment, comfort and/or safety of others or will otherwise not comply with these Conditions.

**7.2**Ascot does not provide facilities for the storage of materials, goods, supplies or other items at the Racecourse. If any materials, goods, supplies or other items are delivered, held or stored at the Racecourse on the Customers behalf by Ascot this should be by prior arrangement only and such materials, goods, supplies and/or other items shall be stored at the Customers sole risk. Subject to Condition 11.2, Ascot shall not be liable for any loss or damage howsoever caused to such items.

**7.3**Access to the Event Space outside of the date of the Hospitality Package shall require Ascot's prior written consent:

(a)if you require access to the Event Space outside of the date of the Hospitality Package, you must give Ascot a minimum of 48 hours' notice. Ascot has the right to refuse access outside of the date of the Hospitality Package at its discretion.

(b)If you need to arrange a delivery to the Racecourse, you must provide Ascot with a minimum of 48 hours' notice of delivery (provided that no delivery will be accepted on or 48 hours prior to a Raceday). You shall be responsible for complying with reasonable instructions of Ascot in relation to such delivery. Ascot cannot be responsible for any deliveries made to the Racecourse on your behalf.

**7.4**After the date of the Hospitality Package if the Customer fails to remove any property from the Racecourse:

(a)Ascot shall be entitled to remove and store such property; and

(b)the Customer will indemnify Ascot on demand against any costs and expenses incurred by Ascot in the removal and storage of the property and any damage caused as a result of its removal from the Racecourse; and

(c)if after 30 days of the property being removed and stored the Customer has not made satisfactory arrangements to collect the property, Ascot shall consider that it has been abandoned and shall have the right to sell or destroy the property in such manner as Ascot sees fit. If the property is sold the Customer will be entitled to any proceeds of the sale after deductions have been made for the costs of removal of the property from the Event Space, any damage caused as a result of removal and storage, and any expenses incurred in connection with the sale of the property.

**7.5**If the Customer wishes to change the Services, the Hospitality Package or the nature or content of the Hospitality Package detailed on the Booking Form after the date of the Agreement, then the Customer must notify Ascot in writing as soon as possible. Ascot will notify the Customer if it is able to accommodate these changes and/or if these changes give rise to any change in the Fee and/or any Additional Fees. Any changes to a Hospitality Package will be confirmed by Ascot in writing. The Customer will be required to pay for any changes to the Fee and any Additional Fees resulting from the changes to the Hospitality Package on demand. Ascot is unable to accommodate any changes to dietary requirements received with less than 14 days' notice.

## **8Design, Decoration and Alterations to the Event Space**

**8.1**The Customer shall be entitled to decorate the Event Space with the prior written consent of Ascot, provided that no damage or alteration is caused to the structure of the Event Space and it is returned to its original state after the date of the Hospitality Package.

**8.2**The Customer shall not possess or use any Prohibited Items (including bottled gas) in the Event Space or on the Racecourse. Any gas or electrical appliance installed or introduced for use by the Customer or their Guests must have prior approval from Ascot.

## **9 Cancellation by the Customer**

**9.1** Any cancellation of a Hospitality Package by the Customer must be by notice in writing to Ascot and comply with Condition 18.

**9.2** Without prejudice to any other rights and remedies Ascot may have, if the Customer cancels the Hospitality Package, Ascot will refund (or Customer will pay to the extent not already paid) the Fees as follows:

(a) if cancelled 90 or fewer days before the date of the Hospitality Package, then Ascot will retain (or be paid) 100% of the Fees and refund any Additional Fees; or

(b) if cancelled more than 90 days before the date of the Hospitality Package, then Ascot will retain (or be paid) 25% of the Fees and refund any Additional Fees.

**9.3** Notwithstanding Condition 9.2, if Ascot has incurred or committed to any fees or expenses in connection with the Hospitality Package, such fees and/or expenses will be deducted from any Fees to be refunded to the Customer or if insufficient Fees are held by Ascot, Ascot shall charge the Customer for such Fees and/or expenses which will be due payable immediately on receipt of an invoice.

## **10 Cancellation by Ascot**

**10.1** Ascot shall be entitled to cancel the Hospitality Package at any time 90 days prior to the Hospitality Package or, as a result of a Force Majeure Event, less than 90 days prior to the Hospitality Package by notice in writing to the Customer. Where Ascot cancels the Hospitality Package, Ascot shall, at its discretion either:

(a) use its reasonable endeavours to provide an alternative Event Space and/or date for the Hospitality Package; or

(b) if an alternative is not available, refund in full all Fees paid by the Customer less any fees or expense Ascot has incurred or committed to in connection with the Hospitality Package.

**10.2** Ascot may cancel the Hospitality Package immediately by notice in writing to the Customer, without prejudice to any other rights or remedies Ascot may have, if:

(a) the Customer becomes bankrupt or insolvent or enters into liquidation or receivership or is subject to an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or part of its assets or makes a composition with its creditors or suffers any judgment to be executed in relation to any of its property or assets; or

(b) the Customer commits a material breach of the Agreement and (where such breach is capable of being remedied) shall have failed to remedy the same within 10 days of receiving a notice specifying the breach and requiring its remedy; or

(c) the Customer fails to pay any instalment of the Fee or any Additional Fees in accordance with this Agreement.

**10.3** If the Hospitality Package is booked in conjunction with a race meeting and that race meeting is cancelled prior to the commencement of the Hospitality Package, Ascot may at its discretion (whether or not on request of the Customer) cancel the Hospitality Package. If Ascot cancels the Hospitality Package because of a race meeting cancellation then the provisions of Condition 10.1 shall apply. Ascot will not cancel (or agree to any request to cancel) such Hospitality Package after Ascot has started to provide the Services (which includes buying and/or preparing food and beverages for the Hospitality Package and setting up the Event Space) and all costs incurred with the provision of the Services shall be charged in full to the Customer. The Customer shall have no rights to cancel the Hospitality Package as a result of the cancellation of a race meeting.

## **11 Liability**

**11.1** Subject to Condition 11.2, the Customer acknowledges that Ascot shall have no liability whatsoever in contract, tort (including negligence), breach of statutory duty or otherwise for any: indirect; economic; incidental; special; exemplary; or consequential loss or damage suffered by the Customer in relation to this Agreement even if Ascot has been advised of the possibility of such damages or losses. For these purposes consequential loss shall include all loss of profit, opportunity, anticipated profit, anticipated revenue, business and/or goodwill.

**11.2** Nothing in this Agreement shall limit Ascot's liability for any personal injury to or death of any of the Customer's Guests or the Customer caused directly by a deliberate or negligent act or omission on the part of Ascot; for Ascot's breach of statutory duty or for Ascot's fraud or fraudulent misrepresentation.

**11.3** Subject to Condition 11.2, Ascot shall not in any event be liable to return monies received or pay compensation or damages to the Customer, Guests or any third party (for whatever reason such

compensation or damages may be due) in excess of the amount of Fees paid to Ascot at the date such action or claim arises.

## **12 Indemnity**

**12.1** You shall fully indemnify and shall keep indemnified on demand Ascot, its directors, executive members, officers, employees and agents against all or any actions, proceedings, claims, demands, costs, expenses, liabilities, losses, awards and damages of any kind arising by reason or consequence of any act or omission of the Customer and/or any Guests or by reason or consequence of any breach or non-performance of any of the representations, warranties, undertakings or obligations on the Customer's part contained in this Agreement howsoever caused except where such claims, actions, losses, damages, liabilities and expenses arise directly as a result of Ascot's negligence or the negligence of Ascot's authorised representatives.

## **13 Force Majeure**

**13.1** Save in respect of any payment obligations of the Customer, neither party shall be liable for its inability to perform any obligation under this Agreement where such performance is impossible, impracticable or infeasible and is directly caused by a "Force Majeure Event" which shall include; civil war, riot, revolution, act(s) of terrorism, sabotage, storm, earthquake, flood, explosion, fire, labour disputes or strikes (other than of their respective workforce), epidemic, pandemic, Royal demise, royal succession or national mourning, any laws, rules, regulations, instructions or guidance from any relevant authority (including relevant safety advisory groups, licensing authorities or governing bodies), or by any other cause not within the reasonable control of the party claiming to be affected.

**13.2** In relation to a Force Majeure Event the parties shall:

- (a) notify the other party as soon as it becomes aware that any Force Majeure Event will, or may, affect its ability to perform any of its obligations under this Agreement;
- (b) use reasonable endeavours to minimise the effect of any Force Majeure Event on the performance of its obligations under this Agreement; and
- (c) discuss with the other party in good faith alternative methods to meet its obligations under this Agreement.

**13.3** Where due to a Force Majeure Event the Maximum Capacity of the Event Space (and as a result the number of Guests able to attend the Event Space) are significantly reduced, the Customer shall be entitled to cancel the Hospitality Package, by giving to Ascot no less than 14 days' notice in writing and, Ascot shall, at its discretion either:

- (a) use its reasonable endeavours to provide an alternative Event Space and/or date for the Hospitality Package; or
- (b) if an alternative is not available, refund in full all Fees paid by the Customer less any fees or expense Ascot has incurred or committed to in connection with the Hospitality Package.
- (c) If Customer gives to Ascot less than 14 days' notice but more than 48 hours' notice, any refund of Fees or Additional Fees shall be at Ascot's absolute discretion.

## **14 Assignment and Subcontracting**

**14.1** This Agreement relating to the licence to occupy the Event Space and be provided with the Services as part of the Hospitality Package is personal to the Customer and the Customer shall not be entitled to assign or transfer the Agreement, whether in whole or in part, without the prior written consent of Ascot.

**14.2** The Customer acknowledges that Ascot shall be entitled to sub-contract the Services in whole or in part under this Agreement.

## **15 Entire Agreement**

**15.1** This Agreement sets out the entire agreement and understanding between the parties and supersedes any previous agreements and arrangements between them with regard to such transactions. The Customer acknowledges that in entering into this Agreement, it has not relied on any statements or representations of Ascot not incorporated into this Agreement. The Customer irrevocably and unconditionally waives any right it may have to claim damages and/or rescind this Agreement by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in this Agreement.

**15.2** Any conditions or warranties whether express or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise howsoever as to the care and

skill with which Ascot shall provide the Services are expressly excluded by these Conditions to the fullest extent permitted by law.

**15.3**No variation of the Agreement shall be effective unless in writing and executed by or on behalf of each of the parties. Any legal costs that Ascot incurs in relation to any proposed or incorporated variation shall be payable by the Customer.

## **16 Waiver**

**16.1**No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

**16.2**The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

## **17 Intellectual Property**

**17.1**All content in or on Ascot's website and brochures including pictures, designs, logos and text ("Content") is owned by or licensed to Ascot. The Content is protected by copyright and other laws and the Customer shall not use nor permit or authorise the use of such Content other than as permitted by Ascot in writing.

**17.2**The Customer may not refer to the Event Space or the Racecourse or use Ascot's trade marks or other intellectual property rights in any publication or advertisement or otherwise without Ascot's prior written approval. If Ascot gives such approval, notwithstanding any additional terms stipulated by Ascot in respect of such use, the Customer will submit copies of any publication or advertisement incorporating such rights or referring to the Event Space or Racecourse for Ascot's written approval prior to publication or distribution. Customer will immediately on request of Ascot, stop its use of (and withdraw from circulation) any materials which include any Content.

## **18 Notices**

**18.1**All notices including any request for variation of the Services by the Customer should be made in writing and sent by post or email to the below addresses:

(a)By post: Steve Doyle, Ascot Racecourse, Ascot, Berkshire, SL5 7JX

(b)By email: [hospitality@ascot.co.uk](mailto:hospitality@ascot.co.uk)

**18.2**A notice shall be deemed to have been received:

(a)if delivered by hand within Business Hours then when so delivered or, if delivered by hand outside Business Hours, at the start of the next Business Day;

(b)if sent by first class recorded delivery post on a Business Day, at 9.00 am on the second Business Day after posting; or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day after posting.

(c)If sent by email within Business Hours then at the time the email is received or, if sent outside of Business Hours then the beginning of Business Hours on the next Business Day.

**18.3**In proving service of a notice, it shall be sufficient to prove as relevant that delivery was made, that the envelope containing the notice was properly addressed and posted, the email was sent (as evidenced by a delivery receipt and read receipt).

## **19 Relationship between Parties**

Nothing in these Conditions shall be deemed to constitute or imply a partnership, joint venture, or relationship of agent or employee, or tenant and landlord between the parties for any purpose whatsoever.

## **20 Third Party Rights**

No person who is not a party to the Agreement is entitled to enforce any of its terms (including any Conditions), whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **21 Severability**

The parties intend each of these Conditions to be severable and distinct from the others. If a Condition is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of these Conditions shall not be affected.

## **22 Data**



Any personal data received from the Customer pursuant to this Agreement shall be handled and processed in accordance with Ascot's privacy policy. A copy of Ascot's privacy policy notice can be found at: [www.ascot.co.uk/ascot-policies/privacy-policy](http://www.ascot.co.uk/ascot-policies/privacy-policy)

### **23 Governing Law and Jurisdiction**

The Agreement and these Conditions are governed by, and shall be interpreted in accordance with, English law and each party irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with the Agreement.