

ASCOT HOSPITALITY - CONSUMER TERMS & CONDITIONS

1. DEFINITIONS

1.1 In these Conditions, unless the context otherwise requires:

“**ARL**” means Ascot Racecourse Limited

“**Booking**” means the Customer's booking for the Event as detailed in the Booking Form

“**Booking Form**” means the document confirming the Customer’s requirements for the Event which incorporates these Conditions

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

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

“**Charges**” means the sums which the Customer has agreed to pay to ARL in respect of his/her Booking

“**Conditions**” means the terms and conditions contained in this document

“**Contract**” means the contract for the supply of Services by ARL to the Customer comprising these Conditions and the Booking Form

“**Customer**” means the company or other organisation by or on whose behalf the Booking is made for the Event

“**Event**” means the event specified in the Booking Form being a day on which horseracing is held at the Racecourse including, but not limited to, the Royal Meeting

“**Guest**” means any person attending the Event as part of the Customer’s Booking

“**Racecourse**” means all areas of Ascot Racecourse including car parks and official hospitality areas such as the Grandstand

“**Royal Meeting**” means the Royal Meeting known as Royal Ascot, held annually at the Racecourse.

“**Services**” means the supply of food and drink and/or any catering and/or other services agreed between the parties as set out in the Booking Form

“**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 neuter 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, and the Booking Form, priority shall be given first to the Conditions, then to the Booking Form

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. GENERAL

2.1 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any quotation, letter or other communication between ARL and the Customer and the provisions of these Conditions shall prevail unless expressly varied in writing and signed by a director on ARL's behalf.

2.2 No variation to the Booking Form shall be binding unless expressly agreed to in writing by ARL and signed on its behalf.

2.3 The rights provided in these Conditions are cumulative and shall not be deemed exclusive of any other rights to which either party may be entitled under the Contract or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise.

2.4 The Customer shall bring these Conditions to the attention of any Guests prior to the completion of purchase of the Booking.

2.5 The Customer shall (and shall ensure its Guests shall):

- not use the whole or any part of the Racecourse for any business purpose other than entertainment or hospitality;**
- not display any branding, signage or other commercial identification at the Racecourse or undertake any product sampling or any other publicity or promotional activity at the Racecourse;**
- not use the Racecourse or access to the Racecourse for the purpose of bookmaking;**
- not bring any food or drinks into the Racecourse unless purchased from a caterer at the Racecourse;**
- not use the Racecourse in such a way as to cause (in ARL's opinion) any offence, nuisance, damage, disturbance, annoyance, interference or inconvenience to ARL or to any other users of the Racecourse. ARL may, without prejudice to any other rights and remedies that ARL may have, remove the Customer and/or any Guest that ARL believes are behaving in such a way from the Racecourse and/or the Event. In addition, the Customer acknowledges that ARL reserves the right to refuse entry to the Customer and/or any Guest, or to remove the Customer and/or any Guest from the Racecourse and/or the Event, temporarily or permanently if ARL reasonably believes that such individual is intoxicated or if granted entry will be disruptive to the enjoyment, comfort and/or safety of others or will commit an offence or will otherwise not comply with these Conditions; and**
- comply with any dress code for the Event.**

2.6 For the safety of Guests and others, the Customer must follow all reasonable directions given to it by ARL or ARL's agents at the Racecourse.

2.7 Access to the Racecourse is subject to any terms and conditions set out with the badges and the rules of the Racecourse.

2.8 No part of the Booking (including but not limited to any badges) may be sold, transferred, exchanged or used as a giveaway or used as a prize or as part of any sales promotion.

3. Charges and payment

3.1 A pro-forma invoice, detailing the Charges and ways to pay, will be sent to the Customer by ARL with the Booking Form for the Booking which is to be signed by the Customer. Payment of the pro-forma invoice is due at the time the Booking is made. Once ARL have received the signed Booking Form from

the Customer and payment for the Booking in full, in cleared funds, ARL will confirm the Booking by return. Until the Booking Form is returned signed by the Customer and full payment in cleared funds has been received by ARL in relation to the Booking, the Booking shall be conditional and ARL shall be entitled to terminate the Contract and shall be under no obligation to provide you with the Booking or any part of it. VAT invoices are only issued upon receipt of payment in accordance with these Conditions.

3.2 If the number of Guests that attend the Event is less than the number of Guests specified in the Booking Form then ARL will charge the Customer for the number of Guests on the Booking Form.

3.3 If the number of Guests that attend the Event is greater than the number of Guests specified in the Booking Form then ARL will charge the Customer for the actual number of Guests attending the Event. ARL's written approval prior to the Event is required for any number of Guests which is more than the Guests specified on the Booking Form as there may be restrictions on the number of Guests that can be accommodated. If the number of Guests that attend the Event is greater than the number specified in the Booking Form, ARL shall issue an invoice to the Customer for the additional charges which shall be payable by the Customer to ARL by no later than fourteen (14) days after the date of invoice, or if such notification is less than fourteen (14) days prior to the Event, payment of such additional charges shall be made immediately.

3.4 The Charges for the Event will be immediately due and payable in cleared funds (without right of set-off, counterclaim or other deduction) and, except as set out in clause 3.3 in relation to any additional Guests, shall be payable in full on the date of the Booking or, if earlier, the date set out on the Booking invoice.

3.5 The time of payment of any and/or all Charges shall be of the essence in the Contract. If the Customer fails to make a payment of the Charges in accordance with these payment terms, then ARL may cancel the Booking and the failure to pay in accordance with these Conditions shall be construed as a cancellation by the Customer and the provisions of clause 5.3 shall apply.

3.6 All Charges exclude VAT unless stated otherwise.

3.7 If, within five (5) days of the date of an invoice from ARL, the Customer has not notified ARL 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.

4. CHANGES TO THE CHARGES

4.1 ARL shall publish price lists on an annual basis. The Charges for the Booking are the Charges set out in the price list that is in effect on the date of the Event not the price list that is in effect on the date the Booking was made.

4.2 ARL will make reasonable efforts to provide accurate information on the Charges. In some circumstances, a Booking may be made which is outside of the period covered by ARL's current price list. If this is the case, then ARL will advise the Customer when the price list that covers the Event becomes available.

5. CANCELLATION BY THE CUSTOMER

5.1 Any cancellation of a Booking must be by notice in writing by either party to the other and any refund (if any applicable) in accordance with clause 5.3 of these Conditions, of Charges by ARL shall be confirmed in such notice.

5.2 Subject to the provisions of this clause 5.2, the Customer may cancel its Booking within seven (7) days of the date on which it sent the Booking Form to ARL and ARL will refund any Charges that have been

paid in full. However, if the Booking is made less than ninety (90) days before the date of the Event then this clause will not apply and ARL will refund the Charges as set out in clause 5.3 below.

5.3 Without prejudice to any other rights and remedies ARL may have, subject to clause 5.2 if the Customer cancels the Booking then ARL will refund the Charges as set out below:

- (a) if the Customer cancels more than 91 days (inclusive) before the Event then ARL will retain 25% of the Charges and refund the balance of Charges paid; or
- (b) if the Customer cancels less than 90 days (inclusive) before the Event then ARL will retain (or the Customer will be liable to pay ARL) all of the Charges.

6. Cancellation by ARL

6.1 If the Event, or any part of a Customer's Booking is cancelled then ARL shall at its discretion, use its reasonable endeavours to substitute an alternative for that Booking, or part of that Booking. If an alternative is not available then ARL will reimburse any Charges paid in respect of the Booking. Please note if the race meeting cancellation occurs after ARL has started to provide the Services at the Event then the provisions of this clause 6.1 shall not apply and all Charges shall be retained by ARL.

7. INABILITY TO PROVIDE AN ASPECT OF THE SERVICES

7.1 If, for any reason ARL is unable to supply a part of the Services specified on the Booking Form, ARL shall notify the Customer as soon as possible. Where reasonably practicable, ARL shall replace the particular part of the Services with one of at least equal standard and value at no additional cost to the Customer. If it is not reasonably practicable for ARL to replace the part of the Service then ARL shall refund in full all sums paid by the Customer that relate to that part of the Services.

8. VARIATIONS

8.1 If the Customer wishes to change the Services detailed on the Booking Form after the date that the Booking is made, then the Customer must notify ARL in writing as soon as possible. ARL will notify the Customer if ARL is able to accommodate these changes and/or if they give rise to additional costs. Any changes to a Booking must be confirmed by ARL in writing. The Customer will have to pay for any additional costs resulting from the changes to the Booking, such charges being payable on confirmation of the variation by ARL.

8.2 ARL reserves the right not to vary the Contract.

9. LIABILITY

9.1 Nothing in this Contract shall be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including death or personal injury caused directly by such party's deliberate or negligent act or omission or breach of statutory duty.

9.2 Subject to clause 9.1, ARL shall not in any event be liable to return monies received or pay compensation or damages to a Customer or any third party (for whatever reason such compensation or damages may be due) in excess of the amounts paid to ARL for each Booking under the Booking Form.

9.3 Subject to clause 9.1, ARL shall not be liable to the Customer and any third party in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising in connection with this Contract for:

•economic loss of any kind whatsoever;

- loss of profit, business contracts, revenues or anticipated profit, savings or damage to the Customer's reputation or goodwill or special loss;**
- indirect, incidental, exemplary or consequential loss or damage; or**
- (d) to the extent that any loss is caused wholly or partly by breach of any Condition by the Customer including any breach caused by a third party.**

9.4 In respect of any event that gives rise to a claim under this Contract or otherwise howsoever arising, the Customer agrees to notify ARL within 14 Business Days of the event giving rise to the claim and ARL shall not otherwise be liable.

9.5 The Customer agrees that before bringing a claim for the same against ARL, the Customer shall use its best endeavours to recover losses, claims, demands or expenses incurred by it from its insurers instead of ARL and to the extent that it is successful in recovering such sums from its insurers ARL shall not be liable to the Customer.

10. INDEMNITY

The Customer shall indemnify and keep indemnified ARL for all loss of or damage to property at the Racecourse and ARL's expenses, costs and claims in respect of the same suffered or incurred by ARL (in whole or in part) during or as a result of the Event arising from or caused by (whether directly or indirectly) the acts or omissions of the Customer or any Guest.

11. FORCE MAJEURE

Neither party shall be liable for its inability to perform any obligation under this Contract where such inability is caused by civil war, riot, revolution, act(s) of terrorism, sabotage, storm, earthquake, flood, explosion, fire labour disputes or strikes, act(s) of government or by any other cause not within the reasonable control of the party claiming to be affected. Nothing in this clause shall affect any obligation on a Customer to make any payment to ARL.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 The Customer shall not be entitled to assign or transfer the Contract, whether in whole or in part, without the prior written consent of ARL.

12.2 For the avoidance of doubt, ARL shall be entitled to assign and/or sub-contract the Services in whole or in part.

13. ENTIRE AGREEMENT

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

13.2 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 ARL shall provide the Services are expressly negated by these Conditions to the fullest extent permitted by law.

13.3 No variation of the Contract shall be effective unless in writing and executed by or on behalf of each of the parties.

14. WAIVER

Delay in exercising, or a failure to exercise, any right or remedy in connection with the Contract shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy, or the exercise of any other right or remedy. A waiver of a breach of the Contract shall not constitute a waiver of any subsequent breach.

15. INTELLECTUAL PROPERTY

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

16. NOTICES

16.1 All notices including any request for variation of the Services by the Customer, should be made in writing and sent by post to the address of the other party shown on the Booking Form.

16.2 A notice shall be deemed to have been received:
if delivered by hand within Business Hours when so delivered or, if delivered by hand outside Business Hours, at the start of the next Business Day;

- 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.

16.3 In proving service of a notice, it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted.

16.4 E-mail or fax notice shall not be valid for the purposes of these Conditions.

17. RELATIONSHIP BETWEEN PARTIES

Nothing in these Conditions shall constitute or be deemed to constitute a partnership or other form of joint venture between the parties or constitute or be deemed to constitute either party the agent or employee of the other for any purpose whatsoever.

18. THIRD PARTY RIGHTS

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

19. 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.

20. GOVERNING LAW AND JURISDICTION

The Contract 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 Contract