



**TERMS & CONDITIONS OF ENTRY TO
FAKENHAM RACECOURSE**

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IMPORTANT – PLEASE READ

These Conditions apply to all persons entering the racecourse and grounds (**Attendees / You**) known as Fakenham Racecourse (the Racecourse). These Conditions are issued by Fakenham Racecourse Limited (the **Executive/Us/We**). Acceptance of these Conditions will result in a legally binding contract between you and us which include the terms of the licence which we have tied to you to enter the Racecourse.

It is your responsibility to familiarise yourself with these Conditions.

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

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

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

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

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

Every Attendee entering the Racecourse shall be deemed to have accepted all The Orders and Rules of Racing and shall do so subject to The Orders and Rules of Racing as distributed by the British Horse Racing Authority as amended or updated from time to time.

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

The use of any device or communications equipment to capture and disseminate audio, visual, audio-visual coverage of and data relating to any race or fixture is strictly regulated by these Conditions. Please see Condition 13.

Our liability under these Conditions is limited. Please see Condition 7.

GENERAL CONDITIONS

The following General Conditions apply to all Attendees.

1. THE EFFECT OF THESE CONDITIONS AND VARIATIONS

All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Executive) shall be deemed to have accepted these Conditions. Attendees are admitted to the Racecourse strictly subject to these Conditions. There are no exceptions.

Whilst these Conditions are intended to be comprehensive, Attendees are admitted to the Racecourse on the basis that they will comply with both the letter and the spirit of these Conditions.

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

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

Admission to the Racecourse is by one ticket per person. Not entry will be granted without a ticket. Annual Member Enclosure customers are required to wear their swing badge at all times. Grandstand & Paddock Enclosure customers are required to have their badges on display once they have exchanged them from their e-ticket or at purchased at the gate. Your ticket will state the area you have purchased to enter.

Tickets purchased from unofficial sources will be void and therefore not accepted. Prices of tickets may vary from time to time. Should the Price of your ticket change following completion of your purchase the Executive is not obligated to issue a refund.

Should the Executive believe that the purchase of a ticket has been obtained by fraudulent means, then the Executive reserves the right to declare the ticket as void. Any person attempting to use such void ticket will be removed from the Racecourse, denied a refund and may be subject to legal action.

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

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

These Conditions apply to all Attendees irrespective of whether or not an Attendee has paid for admission and whether or not an Attendee has been issued with a badge (of any type), PASS Card or other ticket, document or entitlement to enter the Racecourse.

We are entitled to impose these Conditions of entry on badge holders, PASS Card holders and all other Attendees in addition to any terms and conditions to which a badge, PASS Card or other entitlement may have been issued or granted. Holders of badges, PASS Cards or other entitlement may only enter the Racecourse subject to these Conditions. In the event of any inconsistency between these Conditions and any terms and conditions upon which any badge, PASS Card or other entitlement has been issued these Conditions will prevail.

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

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

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

The Executive may pass on records detailing misuse of tickets to the British Horse Racing Authority and store such records for a period of time compliant with relevant Data Protection Regulations within the EU and UK.

3. LOST OR STOLEN BADGES AND TICKETS

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

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

4. ACCESS

Permission to enter the Racecourse does not constitute guaranteed entry to any particular area of the Racecourse or any Racecourse buildings or facilities. We reserve the right to refuse or condition access to areas of the Racecourse from time to time and on a temporary or permanent basis.

Unless we give specific permission (either in the Special Conditions or otherwise from time to time) Attendees are prohibited from entering the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stables, the Judges' Box, the Winners' Enclosure, the Parade Ring, the Racecourse Data Collection Area and any other areas marked private or to which we may restrict access from time to time.

Children under 12 are not allowed to enter the Parade Ring in any circumstances. Any children under the age of [16/18] must be accompanied by an adult unless permitted otherwise by the Executive.

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

The badge, PASS Card, ticket or other entitlement to entry issued to an Attendee may restrict access to certain areas of the Racecourse including the various enclosures. Where a badge, PASS Card or other entitlement restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday. Transfers will be subject to application at the Transfer Kiosk.

No badge, PASS Card or other entitlement gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. Any coverage or data made available at the Racecourse is made available for the personal use and consumption of Attendees only and redistribution to any person outside the Racecourse is strictly prohibited.

5. CONDUCT OF ATTENDEES

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

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

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

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

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

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

In the interests of safety we may request to conduct personal body searches of Attendees and/or search their personal belongings. We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request.

The following items must not be brought onto the Racecourse: knives, fireworks, smoke canisters, air-horns, drinking glasses, bottles or other glass or similarly breakable containers, cans, poles and any other article that might be used as a weapon and/or may in our reasonable opinion compromise public safety. Any Attendee in possession of such items will be refused entry to the Racecourse or expelled.

The following are prohibited on the Racecourse, including but not limited to:

5.1.4 flags, banners, any other articles or conduct of any behaviour which may distract or frighten the horses.

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

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

5.1.7 throwing any object without lawful authority or excuse;

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

5.1.9 damaging or defacing Racecourse property; and

5.1.10 smoking in any designated "No Smoking" areas.

5.1.11 any item or behaviour excluded elsewhere in the Conditions.

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

From time to time we will close race track crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the race track other than at an open crossing.

6. DRESS CODE

We may at our discretion implement a dress code for particular race days, for specific enclosures on race days and/or any other areas of the Racecourse where a particular dress code is required. All Attendees must comply with any applicable dress code for each race day, for each enclosure and/or any other areas of the Racecourse where a dress code may be in force from time to time. We reserve the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying. For general access to the Racecourse, our dress code is Smart Casual, but we always advise to wear weather appropriate clothing due to the nature of the seasons. It is advisable to have an umbrella if the weather is poor as there are limited sheltered areas.

7. DRUGS

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

8. CRIME PREVENTION

All valuable items should be kept with you at all times and should not be left unattended. The Executive shall not be held liable for any criminal activity exercised by another Attendee.

9. SEARCHING

It is a condition of entry to the Racecourse that each spectator shall allow all bags and containers of any description in the possession to be made available for searching by a steward at the point of entry to the Racecourse and at any time thereafter.

Mandatory bag searches will take place upon entry to the ground and are a condition of entry. No alcohol or food, other than for medical conditions may be brought into the Racecourse. In addition, no glass bottles or cans, even those containing water or soft drinks, can be brought into the ground. The complete ban on the importation of alcohol will also apply to members' areas and all tickets are purchased on this understanding. Entry to the venue will not be permitted to persons bearing dangerous weapons, fireworks / explosives, smoke canisters, incendiary devices, flares, klaxons, megaphones and compressed air or gas operated horns, whistles, drums or musical instruments, balls, Frisbees and similar items, non - accredited equipment, mace compressed gas containers or any other objects or items which may be offensive, disruptive, dangerous or likely to infringe on any party's safety or security.

10. UNAUTHORISED TRADING, ADVERTISING, LEAFLETING AND OTHER COMMERCIAL OR PROMOTIONAL ACTIVITY

Only those Attendees who have been given express authorisation in advance by the Executive to trade advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse may do so. Trading, advertising, leafleting and commercial or promotional activities by all other Attendees is strictly prohibited. This prohibition extends to and includes, but is not limited to:

10.1 Any unauthorised badge, ticket or race card sellers or hawkers; and

10.2 any person directly or indirectly involved in the collation and/or distribution of any audio, visual audio-visual coverage of or any data relating to any race or fixture at the Racecourse or any other British racecourse which has not been expressly permitted in advance by us.

We reserve the right to confiscate any equipment, stock or other materials at any time in the possession of any Attendee whilst on the Racecourse who is, or whom we reasonably believe to be, involved in unauthorised trade, advertising, leaflet distribution or other commercial or promotional activities.

We reserve the right to take such legal action (including where appropriate obtaining injunctive and other relief) against or in respect of any person who is in breach of this Condition 10, who has in the past breached this Condition 10 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 10.

Where any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse including but not limited to items of clothing, we reserve the right to refuse entry to any Attendee in possession of such material and to confiscate such material from Attendees within the Racecourse. It is within the Executive's right to dispose of any confiscated items or material after a reasonable period of time and as the Executive sees fit.

11. BETTING

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

12. FOOD AND DRINK

Attendees are prohibited from taking food, drink, glass bottles and glasses onto any part of the Racecourse except for any areas where this is specifically permitted by us, however you may picnic by your car. Any dietary requirements should be arranged with the Racecourse in advance.

13. USE OF CAMERA, VIDEO, COMPUTER AND TELECOMMUNICATIONS EQUIPMENT

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION 13. Please note: Non-compliance with the following provisions may constitute a serious breach of these Conditions, as a result of which we may have the right to cancel and withdraw any badge, PASS Card, tickets or other entitlements issued to you. Use of cameras, video equipment, laptop and other computer equipment, mobile telephones and other telecommunications devices at the Racecourse is strictly controlled and limited. You are not permitted to make any commercial use of any audio/visual coverage, still images or data relating to racing at the Racecourse.

Save as expressly permitted by these Conditions (including without limitation by Condition 10.4), you shall not use any device or technology to capture, record, store, transmit or broadcast any footage, data or other material relating to any race, fixture or other race-related activity (including Ancillary Events) at the Racecourse.

In particular, you must not capture, record, store or transmit (including live stream):

- any pictures of horses preparing for a race – including pre-parade riding, Saddling Boxes and Parade Ring;
- any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring;
- any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV;
- any data relating to any race (either at the Racecourse or any other racecourse) – e.g. odds, Going, colours and colour changes, jockey changes, results; or
- any activities in integrity areas (i.e. areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only'.

The list is indicative of the types of activity prohibited but that list is not exhaustive (meaning that there may be other activities which would fall within the prohibition in Condition 13.

You may use mobile devices and point-and-shoot or compact cameras to capture images for your own private and domestic use (but you shall not use professional level photography or filming equipment).

The following rules apply:

- photography on the racing surface is strictly forbidden;
- save in relation to Ancillary Events, flash photography is strictly forbidden; and
- you must not allow a third party to use such images for any commercial purpose and will notify the Operator immediately if you become aware of any unauthorised use of those images.

You agree that all copyright and other intellectual property rights in any unauthorised still, audio, visual, audio-visual coverage or other data is hereby assigned to us by way of present assignment of future rights. If these Conditions are not sufficient to give effect to this assignment you will do all such things and execute all such documents as we may require to transfer ownership of those rights to the Operator. You waive any so-called "moral rights" (including rights to be identified as the author, and the right to object to derogatory treatment) that you may have in relation to any such materials.

You acknowledge and agree that racing data as set out in Condition - above constitutes the Operator's (or its licensor's) intellectual property and confidential information and that you must not collect, collate, aggregate, copy, communicate, publish, market, sell, or otherwise use any such data without the Operator's express consent. Attendees should be aware that we, or our authorised representatives, will vigorously prosecute any Attendee who breaches or is likely to breach this Condition.

Save as expressly permitted by any Special Condition Attendees may not use mobile telephones or any other communications device whilst on the Racecourse to communicate with anyone outside the Racecourse for the purpose of or in connection with any betting.

You may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse wifi that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites. The full list of betting websites that the Operator agrees to make available to Attendees through the Racecourse wifi from time to time will be listed on the webpage that Attendees will be automatically directed to when connecting to the wifi.

We reserve the right to confiscate any camera, video equipment, mobile telephone, radio and any telecommunications or other device (including computer similar equipment) and any media or device upon which any audio/visual content or data may be stored where it has been in the possession or

under the control of any Attendee who has breached or is likely to breach this Condition 13 or any person associated with such an Attendee.

14. JOURNALISTS, PUBLISHING AND REPORTING

Without prejudice to Condition 10, and other than persons specifically admitted to the Racecourse on the basis of Special Conditions B and/or D (where appropriate) all other Attendees are prohibited from doing those things permitted by Special Conditions D including and extending to the publication, broadcast or distribution by any other means of any composition, report or other material. The prohibition in this Condition 14 applies irrespective of the means of publication, broadcast, distribution and whether or not such means is specifically referred to in Special Conditions D.

15. MEDIA COVERAGE AND RECORDING FOR PROMOTIONAL AND SECURITY PURPOSES

All Attendees (which for the purposes of this Condition includes Attendees with children) are reminded that many races and fixtures are given coverage and made publicly available on television, radio, on the internet and in print and various other forms of media throughout the world. By entering the Racecourse you accept (for yourself and on behalf of any horse or children in your care) that you/they may appear in such coverage, as well as in printed or electronic material consisting of moving and/or still imagery used for the promotion and marketing of the Racecourse and horseracing in general, and for entertainment, editorial and training purposes, by the Operator, its business partners (including Racecourse Media Group (RMG)) and other media organisations. If you do not wish to be included in such coverage or other material, please do not attend the Racecourse.

Accordingly, you shall have no right 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 Operator or by RMG or other third parties authorised by the Operator. Furthermore, by entering the Racecourse you accept (for yourself and on behalf of any children in your care) the passing of still or moving images of you/them to third parties authorised by the Operator (including RMG) for the purposes of the production of printed or electronic material to be used as set out above.

You acknowledge that, on request, you may be asked to give additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

You acknowledge that the Racecourse is, by its nature, a public place, and you should have no expectation of privacy as regards your actions and conduct at the Racecourse. If you are identifiable in any coverage or printed or electronic material as a result of your attendance at the Racecourse, the Operator (and/or its business partners, including RMG) will process your personal data in accordance with its, and RMG's, legitimate interests for the purpose of making, exploiting and promoting its, and RMG's, business and the Racecourse. You can learn more about how your personal data will be processed by visiting the Operator's Privacy

Policy(<https://www.fakenhamracecourse.co.uk/contact/privacy-policy/>) .

RMG Privacy Policy is accessible here (<https://www.racecoursemediagroup.com/privacy-policy/>)

You acknowledge that CCTV recording is in operation throughout the Racecourse and that video and audio footage may be passed on to the police or other enforcement bodies in connection with civil and criminal enforcement.

16. DOGS

Well behaved dogs are permitted at the Racecourse, other than in areas specifically excluded by the Racecourse.

Where dogs are permitted they must be kept on short leads at all times and must not be allowed to foul anywhere on the Racecourse. Dogs are not allowed in any indoor restaurants, bars, buildings, grandstand stepping or crowded area.

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

17. LOSS OR DAMAGE

Nothing in these Conditions shall limit or exclude our liability in respect of death or personal injury caused by our negligence or fraudulent act or omission or for any other liability which cannot by law be excluded or limited.

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

Subject to Conditions 0 and 0, any property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be responsible for any loss, injury or damage, howsoever caused, to any Attendee or their property ("**Loss**") except where and only to the extent that any such Loss is caused by our negligence or other breach of duty, or the negligence or other breach of duty of our employees or authorised agents.

If you leave any property at the Racecourse we will endeavour to retain such property for a period of [three] months during which time you may contact us to arrange a time to collect it. Any property left unclaimed at the Racecourse for longer than this period will be disposed of

Attendees must accept that, by its very nature, attending race meetings is not without risk. Attendees must therefore remain vigilant and exercise a reasonable degree of caution and care for themselves and those around them (including any children in their care) at all times.

You are responsible for any damage you cause (or a child or horse in your care causes) to the Racecourse, any fixtures and fittings or goods or equipment owned by or in the possession of the Operator at the Racecourse and for any damage caused to the property of any other person or business present at the Racecourse.

18. PARKING

All parking except in the Member Enclosure is free of charge at Fakenham Racecourse. Blue Badge parking is available upon arrival at the course, please have your blue badge on display.

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

Drivers must comply with any instructions, limitations or notices given or present at the Racecourse and must avoid causing any obstruction or hazard.

19. ABANDONED OR DELAYED RACING AND OTHER EVENTS AFFECTING RACING

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

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

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

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

Fakenham Racecourse, The Racecourse, Fakenham, Norfolk NR21 7NY

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

We give no guarantee that any race or race meeting will take place; nor do we give any representation or warranty concerning the nature or quality of any race or meeting which may be held at the Racecourse.

The Executive may in their discretion inform Attendees of any cancellation, alteration or delay. However, it is the Attendee's responsibility to check the public address system for any changes to the relevant event.

The Executive may make non-material alteration to events without the need to notify Attendees, and shall not be obligated to issue any refund.

Save as provided above, we shall not be liable to any Attendee if and to the extent that any failure or omission by us results from any event beyond our reasonable control such as, but not limited to, war, acts of terrorism, civil disturbance, any order or act of a governmental or regulatory body, fire, flood, severe adverse weather conditions, labour dispute, lock-out, disease, epidemic or other circumstances concerning the healthcare or well-being of humans and/or animals.

20. PAYMENT TERMS

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

21. EVACUATIONS

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

22. ENFORCEMENT

The exercise of the Conditions is at the discretion of the Executive and the Executive explicitly reserves the right to enforce (without limitation whether by taking practical steps and/or bringing legal proceedings) in every instance where we deem it appropriate to enforce any Conditions as the Executive sees fit. No failure or delay to enforce, or decision by us not to enforce, should be construed as a waiver of our right to do so.

23. GOVERNING LAW AND JURISDICTION

These Conditions and any claim or dispute arising out of or in connection thereto shall be governed by the laws of England and Wales. Each party agrees that the courts of both England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions, and any other Conditions that the Executive has in place from time to time.

24. ZERO TOLERANCE

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

25. RESTAURANT BOOKINGS

Fakenham Racecourse politely informs customers that all restaurant bills must be settled in full before departure on the day of dining.

TERMS AND CONDITIONS OF ENTRY FOR PARTY

ADMISSION

Admission to racecourse is by one ticket per person to each enclosure (children aged 17 and under does not require tickets). This must be brought with you on the day in order to gain entry. No entry will be granted without a ticket. On arrival to the course and throughout your day, please ensure your ticket is worn at all times.

Your ticket will state the area you have purchased to enter – Members and Grandstand & Paddock or Course Enclosure. In accordance with our full Conditions please note that tickets purchased from unofficial sources will be void and therefore not accepted for admission.

LOST/MISPLACED TICKETS

Fakenham Racecourse will not post out duplicate tickets. This is for our customers own security to protect them against ticket fraud. Duplicate tickets will need to be collected on the day in person, whereby formal ID will be required. Please inform our Racing Sales team prior to the day should you require duplicate tickets to be arranged.

Please ensure great care is taken of your ticket/s once you are on course. Due to security reasons we are unable to re-print or replace tickets if your ticket is lost, stolen or misplaced. A new ticket would be required to be purchased at the full published price.

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

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

RESTAURANT BOOKINGS

All restaurant bookings require full pre-payment at time of booking, we regret we are unable to confirm bookings without full payment. Restaurant bookings are non-refundable however can be transferred, subject to availability if cancelled at least five working days prior to raceday.

Cancellations must be placed in writing or via email to trudi@fakenhamracecourse.co.uk. If you wish to transfer your booking availability will be checked, but not guaranteed. Should you select a date in an alternative price bracket the difference will be charged or refunded accordingly.

SEARCHING

It is a condition of entry to the Racecourse that each spectator shall allow all bags and containers of any description in their possession to be made available for searching by a steward at the point of entry to the Racecourse and at any time thereafter.

Mandatory bag searches will take place upon entry to the ground and are a condition of entry. Unless provided for elsewhere, no alcohol or food, other than for medical conditions may be brought into the Racecourse. In addition, no glass bottles or cans, even those containing water or soft drinks, can be brought into the ground. The complete ban on the importation of alcohol will also apply to members' areas and all tickets are purchased on this understanding. Entry to the venue will not be permitted to persons bearing dangerous weapons, fireworks / explosives, smoke canisters, incendiary devices,

flares, klaxons, megaphones and compressed air or gas operated horns, whistles, drums or musical instruments, balls, Frisbees and similar items, non - accredited equipment, mace compressed gas containers or any other objects or items which may be offensive, disruptive, dangerous or likely to infringe on any party's safety or security.

Flags or banners containing poles or sticks and banners that could severely restrict the view of or be construed as offensive to other spectators are not permitted. Abusive behaviour, foul or abusive language or the throwing of any article will not be tolerated under any circumstances. The Racecourse reserves the right to eject spectators who are in breach of these terms and conditions.

DRUGS

We reserve the right to refuse you entry to and/or eject you from the Racecourse in reasonable circumstances including without limitation for health and safety or licensing reasons; you behave

in a manner which has or is likely to affect the enjoyment of other persons at the Racecourse; if you are found in possession of any prohibited item or substance; if in our reasonable opinion you are acting under the influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; or if your ticket is void.

RACECARD

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

COMMUNICATIONS

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

DOGS

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

FIRST AID

There is a First Aid Centre at the Entrance of the Grandstand & Paddock Enclosure and at the Medical Centre in the Weigh In Room.

HORSE WELFARE

The welfare of horse and jockey is our top priority. We do everything we can to minimise the chances of horses incurring an injury. A team of veterinary surgeons is present at every meeting ensuring the safety of the horse. It is our policy to erect green screens around any horse requiring veterinary attention. These provide privacy and a calm environment for the vets and connections while the horse is attended to.

PHOTOGRAPHY

Our Official Photographer is Adrian Judd of Leaderboard Photography. Should you wish to purchase photos he can be contacted on 07979 334732. At the majority of our meetings the official racecourse photographer will be taking crowd scenes for use in our promotional and marketing material. If you do not wish your photograph to be taken, please make the photographer aware. Whilst photography on the track is strictly forbidden racegoers may take photographs for private use from within the enclosures: flashes are not allowed. Press and commercial photographers should apply to the racecourse press office on 01328 862388 at least 7 days before the meeting for accreditation.

RACEDAY VIDEOS

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

SEATS

Please note there is no allocated seats for our events (except Firth Restaurant) and no areas may be reserved. Racegoers are not permitted to bring in their own chairs or viewing steps on site for viewing of the races.

ZERO TOLERANCE

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

ABANDONMENT POLICY SPECIFIC FOR RACING

In the event of racing being abandoned refunds for the racing part of the ticket will be paid as follows:

Entry Tickets

- a) abandonment before completion of the first race – Full refund; following this
- b) abandonment before completion of the third race – 50% refund ; following this

Special Offers & Discounted Tickets

For special offers and discounted tickets, the face value price of the ticket will be refunded:

- a) abandonment before completion of the first race – Full refund; following this
- b) abandonment before completion of the third race – 50% refund; following this
- c) abandonment thereafter – No refund.

Entry Packages

Entry ticket and vouchers* (*drink vouchers & racecard voucher or front cover of racecard if voucher has not been redeemed) ONLY returned items will be refunded as follows:

- a) abandonment before completion of the first race – Full refund; following this
- b) abandonment before completion of the third race – 50% refund; following this
- c) abandonment thereafter – No refund.

Complimentary Tickets

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

Racecards

- a) abandonment before completion of the first race – Full refund; following this
 - b) abandonment between the first and third race – 50% refund; following this
 - c) abandonment thereafter – No refund.
- Full racecard or racecard cover will be required in order for refund to be processed.

Members

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

Hospitality Boxes and Firth Restaurant

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

- a) Abandon before the 1st race and before lunch has been taken – Full Refund; following this

- b) Abandoned before the 1st race but if lunch has been taken – 50% Refund; following this
- c) Abandoned between 1st and 3rd race – 25% Refund; following this
- d) Abandoned after 3rd race – No Refund

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

Refund Application Process

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

Racegoers should send a covering letter and their tickets, vouchers and racecards/racecard covers to:

Fakenham Racecourse, The Racecourse, Fakenham, Norfolk NR21 7NY

Please mark the envelope clearly with REFUND in order to avoid any delays. Depending on the size of the raceday, refunds will take between 7-14 working days Cash CANNOT be refunded on the day.

PART II - SPECIAL CONDITIONS

The following Special Conditions apply only to certain classes of Attendee.

Attendees will only be required to comply with, and will only be entitled to any of the rights and privileges set out in, the following Special Conditions where specifically and expressly admitted to the Racecourse on the basis of one or more of the categories of Special Condition. An Attendee may, however, be admitted on the basis of more than one of the relevant categories.

In the absence of any provision under the Special Conditions, the Conditions shall apply where the Special Conditions are silent.

SPECIAL CONDITIONS A - PARTICIPANTS IN RACING

Scope of Special Conditions A

These Special Conditions A apply to all Attendees who are actually involved in racing at a particular fixture whether as racecourse officials, including but not limited to BHB and HRA officials, racehorse owners, trainers, jockeys, veterinary or other animal care, or welfare professionals, assistants to any of the foregoing, stable staff, drivers or other Attendees fulfilling comparable roles directly related to the business of racing on the relevant day (Racing Professionals).

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

Applicable Conditions

Should your entry to the Racecourse be by PASS Card you must show your PASS Card at the PASS entrance to collect your day badge allocation.

Where appropriate, your PASS Card and/or badge will entitle you to access to the Racecourse's owners' and trainers' facilities, the Parade Ring. Racing Professionals will be granted access to the different areas of the Racecourse depending upon the role of the relevant Racing Professional, as determined and instructed by the Executive from time to time as the Executive sees fit. .

All vehicles, including all vehicles used to transport horses must be driven with the utmost care whilst on the Racecourse and all vehicle drivers must comply with all instructions of Racecourse staff and other officials. Vehicles must only be driven along routes and parked in areas specifically designated by us. We reserve the right to require that any vehicle be moved if it is not parked in an area designated by us or if it is otherwise obstructing the smooth operation of the Racecourse or represents a safety hazard.

SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES

Scope of Special Conditions B

We (and or our duly authorised agents and sub-licensees) may from time to time enter into agreements with third parties under which those third parties, their sub-contractors and licensees are permitted to enter the Racecourse for the purpose of producing still images or audio/visual/data coverage of races and fixtures and/or transmitting, broadcasting or otherwise distributing such coverage from the Racecourse (a Third Party Media Agreement). These Special Conditions B apply to all Attendees who are present on the Racecourse under the terms of a Third Party Media Agreement (Media Attendees).

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

Subject to any special conditions that may be agreed in any Third Party Media Agreement all Media Attendees granted access to the Racecourse under these Special Conditions B must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Media Attendee admitted under these Special Conditions B who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

Your Rights

Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 13. However, where Media Attendees are present on the Racecourse under the terms of a Third Party Media Agreement it is likely that the scope of the rights which the relevant third party enjoys in respect of, or to produce and exploit, audio/visual/data coverage of races and fixtures will be wider than that permitted under Condition 13.

To the extent that the rights granted under a Third Party Media Agreement are wider than the rights granted under the General Conditions, including (but not limited to) Condition 134, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third Party Media Agreement.

Please note, however, that save where we have expressly agreed otherwise in writing the rights granted to a third party under a Third Party Media Agreement will be personal to that third party. Accordingly, Media Attendees' rights to attend the racecourse will be strictly as an employee or sub-contractor to the relevant third party and Media Attendees will not be entitled to exercise any rights to, or to produce and exploit, audio/visual/data coverage of races and fixtures on their own behalf or for any purpose other than that permitted under the relevant Third Party Media Agreement.

Media Attendees must comply with the terms of any applicable HRA Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to HRA Instructions

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

If and to the extent that there is any conflict between these Conditions and the terms of any Third Party Media Agreement, the terms of the Third Party Media Agreement shall prevail.

SPECIAL CONDITIONS C - PHOTOGRAPHERS

Scope of Special Conditions C

These Special Conditions C apply to all Attendees who have been granted an express licence by the Racecourse and who hold badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA to take photographs of races, fixtures and other activities on the racecourses (Photographers' Accreditation). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee but these Special Conditions C apply to any press badges allocated by this or any successor body empowered by the RCA to do so.

Only those persons who attend the Racecourse holding a valid and subsisting Photographers' Accreditation (Authorised Photographers) will be entitled to enter the Racecourse on the basis of these Special Conditions C.

Without prejudice to Condition 10, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

Special Conditions for Holders of Photographers' Accreditation

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

Internet means the global network of computer systems using TCP/IP protocols known as the World Wide Web.

Newspaper and News Magazine mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.

Photograph means any still visual image, or information capable of being converted into a still visual image, (whether such still visual image is in physical, negative or digital form or any other form of electronic storage of whatever nature and whether existing now or invented in the future) but shall specifically exclude any moving images, digital sequencing or audio in any form.

Publish means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).

Authorised Photographers shall produce satisfactory evidence of their Photographer's Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when requested to do so.

All Authorised Photographers granted access to the Racecourse under these Special Conditions C must hold and maintain, and any such employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions C who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

Authorised Photographers must wear any form of identification issued by us to identify them as Authorised Photographers and will return any such identification upon request.

Save as when expressly agreed otherwise in writing from time to time, Authorised Photographers must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.

Authorised Photographers will not do any of those things prohibited by Condition 13 save as expressly permitted by these Special Conditions C.

Authorised Photographers will only Publish Photographs: in a Newspaper or News Magazine; or

as a reproduction on the Internet of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or News Magazine in which the

Photograph is actually Published. A Photograph must only be made available on the Internet subject to terms which incorporate clear and legally binding provisions prohibiting:

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

the Publication of any Photograph except in order to enable it to be viewed on the relevant Internet website or service.

We acknowledge that Newspaper and News Magazine versions of a Photograph may be published at different times to Internet website versions of the same Photograph and that the different versions may therefore not be identical.

Authorised Photographers must comply with the terms of any applicable HRA Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to HRA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

SPECIAL CONDITIONS D - PRESS

Scope of Special Conditions D

These Special Conditions D apply to all Attendees, except on-course bookmakers' representatives, who hold press badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA (Press Accreditation). At the time of publication of these Conditions this function is performed by the RCA/HWPA Press Liaison Committee but these Special Conditions D apply to any press badges allocated by this or any successor body empowered by the RCA to do so.

Only those persons who attend the Racecourse holding a valid and subsisting Press Accreditation (Authorised Journalists) will be entitled to enter the Racecourse on the basis of these Special Conditions D.

Without prejudice to Condition 10, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

Special Conditions for Holders of Press Accreditation

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

Article means any composition or fixture report created at the Racecourse about a race or fixture or about any person involved in any race or fixture, whether for immediate, simultaneous or delayed publication or other distribution.

Internet means the global network of computer systems using TCP/IP protocols known as the World Wide Web.

Mobile Text Service means a service, whether free or pay, via which text only (that is, no audio/visual content whatsoever) versions of Articles are distributed using mobile telecommunications technologies such as GPRS and 3G to devices which are capable of two-way communications of data and voice and intended for use while the user is in motion.

Newspaper and News Magazine mean, respectively, a newspaper or magazine published and distributed in printed paper format but specifically excluding any "one off", special or commemorative edition or supplement and newspaper or magazine based on a specific racecourse.

Publish means to use, reproduce, distribute, store or communicate to any person in any form (whether in hard or electronic copy, whether permanent or transient and whether existing now or invented in the future).

Authorised Journalists shall produce satisfactory evidence of their Press Accreditation upon demand. We reserve the right to refuse entry to, or to expel, any Attendee who does not produce such evidence when requested to do so.

All Authorised Journalists granted access to the Racecourse under these Special Conditions D must hold and maintain, and any such employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions D who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

Authorised Journalists must wear any form of identification issued by us to identify them as Authorised Journalists and will return any such identification upon request.

Save as when expressly agreed otherwise in writing from time to time, Authorised Journalists must not wear any form of branded clothing or otherwise participate in any promotional or other commercial activity on the Racecourse.

Authorised Journalists will not do any of those things prohibited by Condition 13 save as expressly permitted by these Special Conditions D.

Authorised Journalists will only Publish Articles: in a Newspaper or News Magazine; or

as a reproduction on the Internet or a Mobile Text Service of an equivalent electronic version (operating under the same or a substantially similar title or brand name) of any Newspaper or

News Magazine in which the Article is actually Published. The terms upon which any Article is made available on an Internet website or a Mobile Text Service must incorporate clear and legally binding provisions prohibiting:

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

the Publication of any Article except in order to enable it to be viewed on the relevant Internet website or Mobile Text Service.

We acknowledge that Newspaper and News Magazine versions of an Article may be published at different times to Internet website or Mobile Text Service versions of the same Article and that the different versions may therefore not be identical.

Authorised Journalists will not Publish:

"live text coverage" (or similar) of any race or fixture or any other activity at the Racecourse; or any statistics or other information for commercial exploitation (including but not limited to any of those items of racing data referred to in Condition 10).

Authorised Journalists are not permitted to take photographs or make other visual records of any race, fixture or other activity at the Racecourse unless they have also been permitted access to the Racecourse as Authorised Photographers under Special Conditions C or are otherwise permitted to do so under the terms of a Third Party Media Agreement and Special Conditions B. Authorised Journalists must comply with the terms of any applicable HRA Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to HRA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

Authorised Journalists should not use the Press Room or other press facilities when not working. Only Authorised Journalists may enter the press room. No associates or family members may be brought into the Press Room.

Smoking is prohibited in the Press Room.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF

1 Scope and Duration of Special Conditions E

- 1.1 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse. This includes Bookmakers (as defined in paragraph 1.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.
- 1.2 All references to ‘Special Conditions E’ shall include all and any policies and/or procedures referred to in them.
- 1.3 These Special Conditions E shall take effect on 23 October 2023.
- 1.4 We shall provide at least 3 months' notice of our intention to make any material change to these Special Conditions E and before making any such material change shall consult with the Bookmakers. Full details of any material change shall be made available via our Nominated Contractor’s website not less than 2 weeks before such material change comes into effect.
- 1.5 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

Bookmakers and Staff

- 1.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:
- 1.6.1 the holders of a general betting operating licence; and
- 1.6.2 any person employed by the holder of a general betting operating licence under a written contract of employment and named on the general betting operating licence of their employer.

For the purposes of these Special Conditions E, this category of Attendees shall be known as **Bookmakers**.

Staff means any employee or other person engaged by a Bookmaker to provide or assist with the carrying out of bookmaking activities on behalf of the Bookmaker, but who does not accept or lay off bets.

- 1.7 These Special Conditions E apply to all Bookmakers and Staff whether or not they hold any other badge, PASS Card or other entitlement to enter the Racecourse.

IMPORTANT NOTE TO BOOKMAKERS

- 1.8 Nothing in these Special Conditions E:
- 1.8.1 shall require us to admit to the Racecourse any Bookmaker or Staff who has or in our reasonable opinion is likely to commit an offence, a breach of these Special Conditions E or behave in an unacceptable manner;
 - 1.8.2 shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (including the Existing Betting Ring) to the exclusion of us or any others who are from time to time entitled.

2 Special Conditions for Bookmakers

Definitions

- 2.1 In these Special Conditions E the following words and expressions shall have the following meanings:
- 2.1.1 **Betting Area** means any area of the Racecourse that we have designated as a betting area or we otherwise make available to Bookmakers to carry out bookmaking activities from time to time;
 - 2.1.2 **Betting Badge** means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse;
 - 2.1.3 **Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Betting Areas;
 - 2.1.4 **Betting Ring Manager** means our authorised representative or contractor responsible for ensuring the proper and orderly admission and conduct of Bookmakers and Staff in the Betting Areas;
 - 2.1.5 **Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter a Betting Area on a raceday;
 - 2.1.6 **Existing Betting Ring** means any Betting Area established and in use on or prior to 31 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as at 31 August 2007.
 - 2.1.7 **Identification Card** means a valid photographic identification card issued by our Nominated Contractor in accordance with such procedures as our Nominated Contractor may issue from time to time.
 - 2.1.8 **Identification Papers** means:
 - (a) either:
 - (i) a copy of the Bookmaker's general betting operating licence; or

- (ii) in the case of an employee of a Bookmaker who wishes to accept bets, a copy of the employer's general betting operating licence or, in the case of a large scale operator, a staff identification card; or
- (b) photographic identification being either a passport, new style driving licence incorporating a photograph; and
- (c) if applicable to that Bookmaker, a Certificate of Discharge of liabilities (or equivalent exemption recognised by the Gambling Commission) from the Horserace Betting Levy Board or the appropriate issuing institution from time to time; and
- (d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate;

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

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

Admission to the Betting Areas

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

2.3 Entry to any Betting Area at a Racecourse shall be limited to:

2.3.1 Bookmakers who have entered into a licence with the Executive or the Racecourse owner (as applicable);

2.3.2 Staff who have paid the admission fee. Metal admittance badges may not be used unless by prior arrangement with Fakenham Racecourse;

2.3.3 Bookmakers who have paid all applicable fees, including the admission fee and hold a valid Betting Badge (which must be displayed if required) for that raceday. Metal admittance badges may not be used to obtain a reduction in the Betting Badge fee, unless by prior arrangement with Fakenham Racecourse;

2.3.4 Bookmakers who make their Identification Card or Identification Papers available for inspection on entry to the Racecourse;

2.3.5 Bookmakers who pay the Betting Administration Fee; and

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

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

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

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

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

Conduct in the Betting Areas

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

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

2.6.2 comply with:

(a) The Rules of Racing;

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

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

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

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

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

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

- 2.7.2 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) a notice stating that bets will not be accepted from any person under the age of 18 years;
- 2.7.3 have in place and implement a 'Think 25' age verification policy;
- 2.7.4 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) the place terms if betting each-way;
- 2.7.5 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) a fair exchange rate if accepting and/or paying out bets in differing currencies;
- 2.7.6 have in place and implement a policy for age verification;
- 2.7.7 conduct bookmaking activities from a stand and equipment (including display boards) known as a joint that is compliant with the specification agreed by the RCA and NAB, ARB and RBA from time to time;
- 2.7.8 ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;
- 2.7.9 keep equipment used in the course of his or her business (including the joint and surrounding areas) in a clean, tidy and safe condition, free from clutter. All boxes not stored in the joint must be removed from the betting area at least thirty minutes before the scheduled time of the first race;
- 2.7.10 ensure that umbrellas used by the Bookmaker and his or her Staff are lowered at or before the start of any race and that umbrellas are kept lowered until the last horse racing has passed the winning post unless agreed otherwise by our official or nominated representative;
- 2.7.11 conduct his or herself and ensure that his or her Staff conduct themselves in a proper and seemly manner at all times and conduct business with customers and other authorised personnel in a polite and helpful manner; and
- 2.7.12 comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday.
- 2.7.13 where accepting each-way bets, ensure the terms shall be or shall be better, i.e. more favourable to the customer, than:
 - (a) for races with fewer than 3 runners – all to win;
 - (b) for races with 3 or 4 runners – all to win. Where a bookmaker wishes to depart from this default position he may offer place terms for 3 or 4 runners this must be at 1/5 odds a place 1-2;
 - (c) for races with 5-7 runners (inclusive) – 1/4 odds on place 1-2;
 - (d) for races with 8 or more runners – 1/5 odds on place 1-2-3;

- (e) for handicap races with 12-15 runners (inclusive) – 1/4 odds on place 1-2-3;
- (f) for handicap races with 16-21 runners (inclusive) 1/5 odds on place 1-2-3-4; and
- (g) for handicap races with 22 or more runners – 1/4 odds on place 1-2-3-4,

and shall comply with Condition 2.7.2 above regarding the prominent display of terms.

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

2.8.1 the amount due to the winning customer;

2.8.2 full details of the terms of the bet;

2.8.3 details of the receipt number.

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

2.10 Unless otherwise displayed prominently, all Bookmakers shall use Tattersalls Committee or the Independent Betting Adjudication Service (IBAS) as their independent third party dispute resolution service.

Identification Cards

2.11 Neither the Executive nor any Nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Executive's opinion fails to satisfy such criteria as either the Executive or our Nominated Contractor set out in its application procedures from time to time. The Executive and our Nominated Contractor may impose such conditions as we consider fair and reasonable. The Executive and our Nominated Contractor may require any application for an Identification Card to be accompanied by and/or require the holder of an Identification Card to provide within a reasonable period upon request:

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

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

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

- 2.11.4 a fee to cover the administrative costs of processing the application and issuing the Identification Card;
- 2.11.5 any other information or documentation as the Executive considers necessary.
- 2.12 Identification Cards are non-transferrable and may not be sold, offered for sale or otherwise transferred to any person. Identification Cards remain the property of the Executive at all times and the Executive reserves the right to require the immediate return of Identification Cards.
- 2.13 If an Identification Card is lost or stolen the Bookmaker must notify our Nominated Contractor immediately of such loss or theft. Neither our Nominated Contractor nor the Executive have any obligation to automatically replace any lost or stolen Identification Card and may require the Bookmaker to submit a new application. If our Nominated Contractor or the Executive decides to replace a lost or stolen Identification Card it may charge a fee to do so.
- 2.14 The Bookmaker acknowledges and agrees that the Bookmaker is responsible for ensuring that it holds a valid general betting operating licence from the Gambling Commission authorising the Bookmaker's activities on the Racecourse.
- 2.15 Notwithstanding Special Condition 2.14, the Bookmaker shall promptly notify the Executive in writing upon becoming aware of any fact or event that affects the status of the Bookmaker's general betting operating licence. This would include a change to the corporate status of the Bookmaker (for example, converting from a partnership to a company, from a sole trader to a partnership or company, or vice versa). In addition, the bookmaker shall promptly notify the Executive in writing of a change to the Bookmaker's trading name or a change of the Bookmaker's trading address.

Breach of Special Conditions E

- 2.16 In addition to our rights to remove Attendees under the General Conditions of Entry, we reserve the right to remove from the Racecourse any Bookmaker or Staff who:
 - 2.16.1 has or is likely to commit an offence;
 - 2.16.2 has or is likely to commit a breach of these Special Conditions E;
 - 2.16.3 behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees.
 - 2.16.4 behaves or is likely to behave in any manner which the Racecourse considers to be harmful to the integrity, proper operation, good reputation or interests of the Racecourses and/or horseracing in Great Britain.
- 2.17 If the Executive removes a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of staff which gave the Executive a right to remove or refuse entry to a Bookmaker, we shall, at our sole discretion, decide whether any action shall be taken against the Bookmaker or member of Staff. Such action may include a restriction prohibiting the Bookmaker or member of Staff from entering

the Racecourse and/or Betting Area either indefinitely or for such period of time as we deem appropriate.

- 2.18 Bookmakers shall be fully liable and responsible for the conduct and actions of their Staff. Any breach of the General Conditions or these Special Conditions E by any Staff engaged by a Bookmaker shall be treated and be liable to incur the same penalties as if it were a breach by the Bookmaker him or herself.
- 2.19 We shall not have any liability or responsibility for any loss, damage or any other harm suffered or incurred by any Bookmaker or Staff arising from the admission, non-admission or expulsion of any Bookmaker or Staff from the Racecourse or the Betting Area.
- 2.20 Any failure or delay by us, our officials or our Betting Ring Manager to insist upon strict observance of these Special Conditions E or to exercise our rights under these Special Conditions E or at law shall not be construed as a waiver of our rights and shall not prevent us from exercising any of our rights under these Special Conditions E.

SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS

Scope of Special Conditions F

These Special Conditions F apply to all Attendees who are not permitted to enter the Racecourse under any of the other Special Conditions but who have been permitted by the Racecourse to carry on a trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse which would otherwise be prohibited by Condition 10.

Only those Attendees who have been granted express written permission by us to enter the Racecourse on the basis of these Special Conditions F (a Commercial Authorisation) shall be entitled to do so (Authorised Commercial Attendees). All Attendees wishing to obtain Commercial Authorisation must apply to do so with substantial notice in advance of the date of the fixture on which they wish to carry on a commercial or promotional activity. We shall be entitled to take assess and respond to any such request and to negotiate and agree the terms of any Commercial Authorisation within a reasonable period before the date of such fixture.

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

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

Valid Commercial Authorisations are granted only in writing by the Executive in advance of the relevant fixture. For the avoidance no verbal agreements of such kind will be binding on the parties.

All Authorised Commercial Attendees must produce satisfactory evidence of your Commercial Authorisation upon demand. We reserve the right to refuse entry to, or to expel, any Authorised Commercial Attendee who does not produce such evidence when required to do so.

All Authorised Commercial Attendees granted access to the Racecourse under these Special Conditions F must hold and maintain, or their employers must hold and maintain, comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they may become liable as a result of any loss or damage which they cause whilst present on the Racecourse. We reserve the right to refuse entry to, or to expel, any Attendee admitted under these Special Conditions F who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

Authorised Commercial Attendees must wear any form of identification issued by us to identify them as Authorised Commercial Attendees and will return any such identification upon request. Authorised Commercial Attendees may only carry on the commercial activity and material in respect thereof expressly referred to in the relevant written Commercial Authorisation. Any unauthorised material can render the written Commercial Authorisation as null and void subject to the Executive's review. We reserve the right to limit the physical areas on the Racecourse where an Authorised Commercial Attendee may carry on commercial activity and to specify the times at which he or she may do so. We further reserve the right to make changes to the scope and other terms of any Commercial Authorisation where reasonably required for the smooth and safe operation of the Racecourse and to minimise disruption or annoyance to other Attendees.

Where we require Authorised Commercial Attendees to do so, you will demonstrate the trade and/or provide samples of the products, leaflets, advertising or other commercial or promotional materials you wish to distribute at the Racecourse. Where we grant a Commercial Authorisation to carry on a particular trade or distribute a particular product or material the relevant Authorised Commercial Attendee will ensure that the actual trade, product or material will conform with any demonstration or

sample you have provided to us in advance. We shall be entitled to refuse entry to, or to expel, any Attendee where this requirement is not met.

All trades and other commercial or promotional activities carried on at the Racecourse on the terms of any Commercial Authorisation shall be carried on at the risk and liability of the relevant Authorised Commercial Attendee. We shall have no liability for any such trade, commercial or promotional activity. However, we shall be entitled to require an Authorised Commercial Attendee to reimburse us on an indemnity basis for any losses, liabilities, costs, claims or expenses we suffer or incur as a result of or in connection with any trade, commercial or promotional activity carried on by that Authorised Commercial Attendee.

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ANNEX

HRA Instructions Relevant to Media

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

1.1 Photographers may not position themselves on the racing surface or on or above the take-off or landing side of a fence or hurdle and are to remain on the outside of any running rail and are not to lean over any part of it. In addition, photographers must not stand behind any wing of a fence or hurdle or protrude a camera through any part of a wing.

1.2 Tripods and ladders must not be used before or for 45ft after a fence or hurdle. Camera support spikes may be used but must be behind the line of the running rail upright.

1.3 Photography is not to take place in the saddling boxes, parade ring, weighing room except with permission. This is only to be granted to photographers engaged in specific projects and under no circumstances is photography to take place in the official racecourse stables.

1.4 Photography inside the winners' enclosure is to be restricted to those who are authorised by the Managing Executive.

1.5 With the exception of floodlit meetings, where special permission in specified areas may be granted, the use of flash equipment is not allowed on racecourses. Flash photography of horses when they are on the racing surface must not be permitted.

1.6 Photography of on-going medical or veterinary treatment is not permitted. Specific examples where photography is not considered acceptable, although the list is not exhaustive, include horses or riders undergoing treatment when screens have been erected, the interior of an ambulance when a patient is on board and inside designated treatment areas for both humans and equines.

Filming on the Racecourse is subject to contractual arrangements being in place prior to the raceday. Advance contact should be made with the racecourse managing executive to arrange the necessary accreditation.

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

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

3.2 The sitting of television cameras and the activities of broadcasters in all other areas of the Racecourse are matters to be decided by the managing executive, who must always take into account safety, the smooth running of the meeting and ensure compliance with the requirements of paragraphs 3.4 - 3.10 (shown below).

3.3 If Jockey Club Officials consider that the activities of television crews in these areas are a threat to safety, the smooth running of the meeting or contravene paragraphs 9-16 below they will immediately inform the managing executive who will deal with the situation without delay in line with the requirements in paragraph 3.2.

3.4 The proposal to introduce any new type of tracking camera must first be cleared for safety by television companies with the Jockey Club Racing Department.

3.5 Tracking cameras must travel no less than ten yards from the side of the course or, if this is impossible no less than 50 yards in front of the leading horse. Vehicles carrying these cameras must be careful to avoid rapid acceleration or deceleration.

3.6 Any mobile camera designed to be carried by horse or rider must be authorised by the Jockey Club. A protocol for its use will then be developed by the Jockey Club with racing's associations and the television companies.

3.7 Cameras at the start are not to be placed in such position that they will upset the horses or impede the starting procedures.

3.8 If cameras are positioned at the winning line, they must be sited so as not to interfere in any way with the photofinish mirror or the integrity cameras, or be attached to the winning post. Where facilities for cameras are limited, the integrity cameras must be given priority.

3.9 Broadcast cameras must not restrict the view of the Racecourse Stewards, Jockey Club Officials or integrity cameras.

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

Annex to Part 6

DRESS

Racegoers are encouraged to wear smart casual attire. Weather appropriate clothing and shoes are recommended.

There is no dress code for children under 12.

Fakenham Racecourse reserves the right to refuse admission to anyone who is considered inappropriately dressed.