

RACECOURSE GUIDANCE DOCUMENTS
SAMPLE TERMS AND CONDITIONS OF ENTRY
SPECIAL TERMS AND CONDITIONS OF ENTRY

CONTENTS

Clause	Name	Page number
	<u>SPECIAL CONDITIONS A - PARTICIPANTS IN RACING</u>	<u>3</u>
21.	<u>Scope of Special Conditions A</u>	<u>3</u>
22.	<u>Applicable Conditions</u>	<u>3</u>
	<u>SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES</u>	<u>5</u>
23.	<u>Scope of Special Conditions B</u>	<u>5</u>
24.	<u>Your Rights</u>	<u>5</u>
25.	<u>Third Party Media Agreements to Prevail</u>	<u>6</u>
	<u>SPECIAL CONDITIONS C - PHOTOGRAPHERS</u>	<u>7</u>
26.	<u>Scope of Special Conditions C</u>	<u>7</u>
27.	<u>Special Conditions for Holders of Photographers' Accreditation</u>	<u>7</u>
	<u>SPECIAL CONDITIONS D - PRESS</u>	<u>10</u>
28.	<u>Scope of Special Conditions D</u>	<u>10</u>
29.	<u>Special Conditions for Holders of Press Accreditation</u>	<u>10</u>
	<u>SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS and staff</u>	<u>13</u>
30.	<u>Scope and Duration of Special Conditions E</u>	<u>13</u>
31.	<u>Special Conditions for Bookmakers</u>	<u>14</u>
	<u>SPECIAL CONDITIONS F - CONTRACTORS, TRADES AND EXHIBITORS</u>	<u>21</u>
32.	<u>Scope of Special Conditions F</u>	<u>21</u>
33.	<u>Entitlement to Carry on a Trade, Advertise, Distribute Leaflets and Conduct other Commercial or Promotional Activities</u>	<u>21</u>
	<u>ANNEX</u>	<u>23</u>
	<u>BHA Instructions Relevant to Media</u>	<u>23</u>



ADDITIONAL TERMS AND CONDITIONS OF ENTRY TO BATH RACECOURSE

The following Special Conditions apply in addition to the Conditions to certain categories of Attendee. Most Attendees will not fall within any of the categories covered by the following Special Conditions. 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. The provisions of these Special Conditions shall apply in preference to the relevant provisions of the Conditions. If a provision in these Special Conditions conflicts with a provision in the Conditions, these Special Conditions shall modify the Conditions solely to the extent necessary to give effect to the relevant Special Condition(s).

arenaracingcompany.co.uk

3rd Floor, Millbank Tower, 21-24 Millbank, London, SW1P 4QP **T:** 0207 802 5120 **F:** 0207 821 5225 **E:** info@arenaracingcompany.co.uk

Arena Racing Company includes Bath, Brighton, Chepstow, Doncaster, Ffos Las, Fontwell Park, Great Yarmouth, Lingfield Park Resort, Newcastle, Royal Windsor, Sedgefield, Southwell, Uttoxeter, Wolverhampton and Worcester Racecourses.

SPECIAL CONDITIONS A - PARTICIPANTS IN RACING

1. Scope of Special Conditions A

- 1.1 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 British Horseracing Authority officials, racehorse owners, trainers, jockeys, medical professionals, 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**).
- 1.2 These Special Conditions A apply whether or not a Racing Professional Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

2. Applicable Conditions

- 2.1 Where your entry to the Racecourse is by PASS Card you must show your PASS Card at the PASS entrance to collect your day badge allocation, which is non-transferable.
- 2.2 Where appropriate, your PASS Card and/or badge will entitle you to access to the owners' and trainers' facilities at the Racecourse, the Parade Ring and the Winners' Enclosure. Racing Professionals will be granted access to the different areas of the Racecourse depending upon the role of the relevant Racing Professional, as we determine.
- 2.3 All Attendees (which for the purposes of this condition also includes horses) are reminded that many races and fixtures are given coverage on television, radio and in print and various other forms of media. By entering the Racecourse Attendees are accepting they and/or their horse(s) may appear in such coverage which may also include printed or electronic material used for the promotion of the Racecourse.
- 2.4 Accordingly, Attendees shall have no right to object to, or demand any payment in respect of, their and/or their horse(s) inclusion in any such coverage whether produced by the Executive or by third parties authorised by the Executive. Furthermore by entering the Racecourse each Attendee consents to the passing of still or moving images of them to third parties authorised by the Executive for the purposes of the production of printed or electronic material to be used solely for the promotion of the Racecourse.
- 2.5 Each Attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage (if any) without request for payment or imposing any other conditions.

- 2.6 All Racing Professionals granted access to the Racecourse under these Special Conditions A 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 A who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

SPECIAL CONDITIONS B - MEDIA CONTRACTORS AND LICENSEES

3. Scope of Special Conditions B

- 3.1 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 or for purpose(s) equal or similar to those permitted by a Third Party Media Agreement (**Media Attendees**).
- 3.2 These Special Conditions B apply whether or not a Media Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.
- 3.3 Subject to any special conditions that may be agreed in any Third Party Media Agreement or Racecourse accreditation 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.

4. **Your Rights**

- 4.1 Ordinarily the rights which Attendees have to produce audio/visual/data coverage of races and fixtures is limited under Condition 10. 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 10.
- 4.2 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 10, Media Attendees will be entitled to exercise and exploit those rights granted to the third party under the relevant Third Party Media Agreement.
- 4.3 Please note, however, that save where we have expressly agreed otherwise in writing the rights granted 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.
- 4.4 Media Attendees must comply with the terms of any applicable British Horseracing Authority Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA General Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.

5. **Third Party Media Agreements to Prevail**

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

6. Scope of Special Conditions C

- 6.1 These Special Conditions C apply to all Attendees who have been granted an express licence by the Executive 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.
- 6.2 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.
- 6.3 Without prejudice to Condition 6.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

7. Special Conditions for Holders of Photographers' Accreditation

- 7.1 In these Special Conditions C the following words and expressions shall have the following meanings:
- (a) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- (b) **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.
- (c) **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.
- (d) **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).

- 7.2 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 asked to do so.
- 7.3 All Authorised Photographers granted access to the Racecourse under these Special Conditions C 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 C who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.
- 7.4 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.
- 7.5 Save as we may expressly agree 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.
- 7.6 Authorised Photographers will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions C.
- 7.7 Authorised Photographers will only Publish Photographs:
- (a) in a Newspaper or News Magazine or other relevant websites approved by the Executive in writing; or
 - (b) 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:
 - (i) the reduction of any Photograph to hard copy form; and/or
 - (ii) 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.

- 7.8 Authorised Photographers must comply with the terms of any applicable British Horseracing Authority Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA General Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.
- 7.9 Authorised Photographers may not attach cameras to any marker posts (including winning post and furlong markers).

SPECIAL CONDITIONS D - PRESS

8. Scope of Special Conditions D

- 8.1 These Special Conditions D apply to all Attendees who hold press accreditation from the Executive or press badges or other entitlements to enter British racecourses allocated by or on behalf of the RCA other than on-course bookmakers' representatives (**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.
- 8.2 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.
- 8.3 Without prejudice to Condition 8.2, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

9. **Special Conditions for Holders of Press Accreditation**

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

- (a) **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.
- (b) **Internet** means the global network of computer systems using TCP/IP protocols known as the world wide web.
- (c) **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.
- (d) **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.
- (e) **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).

9.2 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 asked to do so.

9.3 All Authorised Journalists granted access to the Racecourse under these Special Conditions D 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 D who does not produce satisfactory evidence of such insurance on demand or within such period as we may determine.

- 9.4 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.
- 9.5 Save as we may expressly agree 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.
- 9.6 Authorised Journalists will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions D.
- 9.7 Authorised Journalists will only Publish Articles:
- (a) in a Newspaper or News Magazine or other relevant websites approved by the Executive in writing; or
 - (b) 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:
 - (i) the reduction of any Article to hard copy form; and/or
 - (ii) 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.

- 9.8 Authorised Journalists will not Publish

any statistics or other information for commercial exploitation as a data service (including but not limited to any of those items of racing data referred to in Conditions 10.1 and 10.2).

- 9.9 Authorised Journalists are not permitted to take photographs in any area that would otherwise require photographers accreditation, nor, live stream or make other audio/visual records of any race, fixture or other activity on any area of 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.

- 9.10 Authorised Journalists must comply with the terms of any applicable BHA General Instructions which may be relevant to their activities on the Racecourse. Particular attention is drawn to BHA Instructions 5.1 and 5.2(2) which are set out in the Annex to these Conditions.
- 9.11 Authorised Journalists can only use the Press Room or other press facilities when working. Only Authorised Journalists may enter the press room. No associates or family members may be brought into the Press Room.

SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF

30 Scope and Duration of Special Conditions E

- 30.1 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 30.6 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.
- 30.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.
- 30.3 These Special Conditions E shall take effect on 1 September 2017.
- 30.4 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.
- 30.5 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

- 30.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:
- 30.6.1 the holders of a general betting operating licence; and
- 30.6.2 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.

- 30.7 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

- 30.8 Nothing in these Special Conditions E:

30.8.1 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;

30.8.2 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.

31 Special Conditions for Bookmakers

Definitions

- 31.1 In these Special Conditions E the following words and expressions shall have the following meanings:

31.1.1 **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;



arenaracingcompany.co.uk

3rd Floor, Millbank Tower, 21-24 Millbank, London, SW1P 4QP **T:** 0207 802 5120 **F:** 0207 821 5225 **E:** info@arenaracingcompany.co.uk

Arena Racing Company includes Bath, Brighton, Chepstow, Doncaster, Ffos Las, Fontwell Park, Great Yarmouth, Lingfield Park Resort, Newcastle, Royal Windsor, Sedgfield, Southwell, Uttoxeter, Wolverhampton and Worcester Racecourses.

