



# CHESTER

**IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ATTEND CHESTER RACECOURSE OR ENTER INTO ANY NEW CONTRACT WITH CHESTER RACE COMPANY LTD (CRC). THESE TERMS TELL YOU ABOUT IMPORTANT INFORMATION AND TERMS THAT WILL APPLY DURING THE COVID 19 CRISIS. IF YOU HAVE ANY CONCERNS OR QUESTIONS, PLEASE CONTACT CHESTER RACE COMPANY**

## COVID-19 Appendix

### SUMMARY

#### COVID19 Terms and Conditions / Code of Conduct.

**All attendees must adhere to the Racecourse additional COVID-19 terms.**

- **Conditions of Entry** – outlining we may request all attendees take rapid test prior to entry and any rules set by the BHA. Entry may be subject to a specified time slot to ensure social distancing (plus any other Government guidelines at the time) can be maintain.
- **Social distancing and other Legal Requirements** – observe all social distancing protocols in accordance with the Government guidelines at the time.
- **Your responsibilities** – do not attend if you have symptoms / or should be self-isolating. Maintain personal hygiene. Wear face mask in accordance with the Government or BHA (British Horse Racing Association) guidance in place at the time; follow all racecourse signage and the instructions of staff, officials, the police, or other emergency services present at the Racecourse at all times.
- **Restricted attendance numbers** – allows us the right to reduce / cap capacities based on government guidelines in place at the time.
- **Restricted use of the racecourse facilities** – right to restrict movements and close facilities due to capped numbers. Only attempt to access those areas for which they are entitled under their Ticket; and
- **Comply with the Rules of Racing.**

Ticket and Hospitality purchasers have the right to transfer their ticket to another person's – any persons attending on a transferred ticket must adhere to CRC standard Terms and Conditions and additional COVID-19 terms.

Should you or a group attendee be unable to attend due to a valid reason, '**valid reason**' being.

- Are incapacitated with COVID-19.

- Have been told to shield or are self-isolating following applicable Legal Requirements.

Written notification, which must include evidence/documentation outlining the valid reason should be submitted to CRC prior to the event date.

The person or persons unable to attend due to a **'valid reason'** will be offered the option to transfer to another 2021 fixture or receive a full refund to the value of the ticket purchase price, less any booking/postage fees.

## **FULL TERMS & CONDITIONS** (COVID-19 Appendix)

### 1. Application

- a. These COVID-19 T&Cs shall apply to all events (whether racing related or not) that take place on Chester Racecourse and Bangor-on-Dee Racecourse after the Effective Date until further notice in writing from Chester Race Company Ltd.
- b. Where you are a party to an existing Chester Race Company Ltd Contract entered into prior to the Effective Date, then these COVID-19 Terms shall be treated by the parties as a variation to such CRC contract.
- c. If there is any inconsistency between any of these COVID-19 T&Cs on the one hand the terms of your CRC Contract(s) on the other then these COVID-19 T&Cs shall prevail in preference to the terms of your CRC Contract.
- d. Unless explicitly varied by these COVID-19 T&Cs, the terms of your CRC Contract(s) shall continue to apply in full.

### 2. Interpretation

In these COVID-19 T&Cs references to the terms below shall have the following meaning:

**"BHA"** means the British Horseracing Authority.

**"Code of Conduct"** means the Supplementary Conditions - COVID-19 Code of Conduct which supplements the Terms and Conditions of Entry to all CRC racecourses, the current version of which is appended to these Covid Terms, as amended by CRC from time to time.

**"COVID-19 Reason"** means where the cancellation of a CRC Contract or abandonment of a race, race day or meeting is caused by any Legal Requirement or where CRC, in its absolute discretion, decides that the CRC Contract conference, event or race, race day or meeting either cannot be performed or run safely or is not economically viable.

**"Effective Date"** means 1<sup>st</sup> January 2021.

**"CRC Contract"** means any contract whatsoever you may have with CRC that governs the supply to you by CRC after the Effective Date of any racecourse entry, facilities, catering or other services whatsoever at any CRC racecourse whether related to racing or otherwise including, without limitation, any of the following contracts: the "General Terms and Conditions of Entry" to each racecourse, entry tickets, and any contract for the provision of hospitality or other conferences or events.

**"CRC"** means Chester Race Company Limited (Company No: 00037600).

**"Legal Requirements"** shall mean laws, regulatory requirements, government order or any

actions, recommendations, guidance, announcements, or restrictions whether made by a government body, authority, public health organisation or other similar official body including the British Horseracing Authority and Public Health England.

**“Long Term Contract”** means any contract which entitles the contracting party as a minimum to entry into more than one race day or other multi day conference or event at a CRC racecourse.

**“You”, “Your”** means any person who is a party to a CRC Contract.

### 3. Supplemental Terms

- a. **Cancellation during COVID-19 crisis.** CRC may, in its absolute discretion, end any CRC Contract at any time by writing to you (including by email or via our websites). CRC shall not be obliged to provide reasons for any such cancellation and save for providing a refund as set out below shall have no other liability or obligation whatsoever to you arising from any such cancellation.
- b. **Refund rights in event of cancellation by CRC where your CRC Contract is for a single day event.** In the event that CRC cancels a CRC Contract in accordance with clause 3 (a) above in respect of a single day event only then:
  - i. it shall provide a refund of any amounts which you have already paid in respect of the applicable CRC Contract less any applicable deduction set out in clause 3 (b) (ii);
  - ii. where the cancellation has been caused by a COVID-19 Reason, then CRC reserves the right to deduct from any such refund an amount equal to what CRC decides, in its absolute discretion, is your reasonable share of any unavoidable costs that CRC has to pay in connection with your CRC Contract or the related event;
  - iii. you shall not be obliged to pay any further amounts in respect of the applicable CRC Contract.
- c. **Refund rights for Long Term Contracts where there is a cancellation of part of a conference or event or an abandonment of a race, race day or meeting by CRC.**
  - i. CRC may, in its absolute discretion, cancel part of a conference or event or abandon any race, race day or race meeting at any time by writing to you (including by email). CRC shall not be obliged to provide reasons for any such cancellation or abandonment and, save for providing a refund as set out below, shall have no other liability or obligation whatsoever to you arising from any such cancellation or abandonment.
  - ii. Where the cancellation of part of a conference or event or the abandonment of any horse race, racing day or meeting by CRC is caused by a COVID-19 Reason then if you are a party to a Long-Term Contract CRC shall pay a refund to you in accordance with clause 3 (c) (iii).
  - iii. CRC shall, in its absolute discretion, determine the refund due under clause 3 (c) (ii) taking into account the relative value of the race days or part of the conference or event which has been cancelled or abandoned against the entire conference or event or, as applicable, all the race days available within the Long-Term Contract and your reasonable share of any unavoidable costs that CRC has to pay in connection with the cancelled or abandoned event.
- d. **CRC’s right to amend CRC Contracts.**

- i. CRC may, in its absolute discretion, vary any space, facilities, the maximum allowed attendee numbers, any fees or charges or any other term specified in your CRC Contract to reflect changes in or to comply with any applicable Legal Requirements.
- ii. To the extent that any such variation shall cause an increase in the fees or charges payable under your CRC Contract (for example if a larger space is required to safely operate the event in accordance with the Legal Requirements) CRC will write to you to confirm this change ("Change Notice"). You may end this Agreement and request a refund of any fee or charges already paid by providing notice in writing to CRC within 7 days of the date of such Change Notice or if earlier by at least 5 days before the applicable event.
- iii. CRC shall be entitled to deduct from any such refund an amount equal to what CRC decides, in its absolute discretion, is your reasonable share of any unavoidable costs that CRC must pay in connection with the cancellation of your CRC Contract or the related event.
- iv. IF YOU DO NOT END THE APPLICABLE CRC CONTRACT WITHIN THE TIME SPECIFIED IN CLAUSE 3 (d) (ii) THEN YOU SHALL BE DEEMED TO HAVE ACCEPTED THE CHANGES TO YOUR CRC CONTRACT (INCLUDING ANY INCREASED CHARGES) AS SET OUT IN THE CHANGE NOTICE.
- v. Your rights as set out in this clause 3 (d) shall constitute your sole remedy arising from any variation of your CRC Contract in accordance with this clause and CRC shall have no further liability to you whatsoever arising from any such changes.

**e. Customer's right to Cancel**

- i. This clause sets out your right to, as applicable, cancel all or part of a CRC Contract if CRC has not exercised any of its rights to cancel or abandon all or part of your CRC Contract. If CRC does exercise any cancellation or abandonment right, then this clause shall not apply.
- ii. If you or an attendee within your group is unable to attend an event covered by your CRC Contract for a Valid Reason (defined below) then you shall be entitled by providing notice in writing to CRC (such notice to include reasonable evidence of the applicable Valid Reason) to elect to either:
  - i) Transfer to an alternative 2021 fixture.
  - ii) Receive a full refund, less any booking/postage fees.
- iii. CRC may request you to provide further evidence of any applicable Valid Reason and reserves the right to reject any election made under this clause 3 (e) if CRC believes, acting reasonably, that insufficient evidence of a Valid Reason has been provided.

A "Valid Reason" means where an attendee either:

- a. is incapacitated with COVID-19; or
- b. have been told to shield or are self-isolating following applicable Legal Requirements.

**f. Conditions of Entry.**

CRC reserves the right to impose such new conditions of entry into its racecourses as it, in its absolute discretion, considers necessary to comply with Legal Requirements, for example CRC may at its discretion undertake health screening prior to your attendance at any racecourse. CRC shall use all reasonable endeavours to inform you of these conditions in

advance and reserves the right, without penalty or liability, to refuse entry or to eject you from any racecourse if these conditions are not complied with.

**g. Social distancing and other Legal Requirements.**

It is your responsibility to, and to procure that any attendees that you have invited to any event at a CRC racecourse, act responsibly and in accordance with any Legal Requirements and the Code of Conduct. CRC shall not be liable in any way for any illness or loss whatsoever arising from your failure to comply with this obligation. CRC reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from the racecourse any person breaching such Legal Requirements or the Code of Conduct.

**h. Your responsibilities.**

Everyone attending CRC's racecourses has a duty to other event attendees and CRC's staff and contractors and it is your responsibility to ensure that you and, as applicable, your attendees do not attend any event at any CRC racecourse if at the time of the applicable event you or any attendee (or any member of your or their household or support bubble) are experiencing any COVID-19 symptoms as published by the government from time to time or have been told to self-isolate by the NHS test and trace programme or should not attend because of Legal Requirements

**i. Behind closed doors racing.**

CRC has the right to refuse entry to you at any event designated as "behind closed doors" unless you have been officially accredited by CRC to attend that event.

**j. Restricted attendance numbers.**

CRC has the right to refuse entry to you at any event where a capacity limit has been set by Legal Requirements and may at its absolute discretion define who can attend that event, if you are denied entry refunds would be calculated as set out in 3 (a) and 3 (b) above.

**k. Restricted use of the racecourse facilities.**

CRC has the right to refuse entry to designated areas or facilities which are closed or where a capacity limit has been set by Legal Requirements or the Code of Conduct.

**4. Contact**

If you have any questions about these COVID-19 Terms & Conditions please speak to your designated contact or email [enquiries@chester-races.com](mailto:enquiries@chester-races.com).

**5 Code of Conduct**

**SCOPE OF THIS CODE OF CONDUCT**

- The following Supplementary Conditions - COVID-19 Code of Conduct (this "Code of Conduct") supplements the Terms and Conditions of Entry to the Racecourse, including any applicable Special Conditions (the "Entry Contract").

- This Code of Conduct should be read in conjunction with the Entry Contract. However, if any provision in this Code of Conduct conflicts with a provision in the Entry Contract, this Code of Conduct shall take precedence and shall modify the Entry Contract to the extent necessary to give effect to the relevant provision of this Code of Conduct.
- Unless stated otherwise, any terms used in this Code of Conduct shall have the meanings given to them in the Entry Contract.
- This Code of Conduct will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review this Code of Conduct each time they attend the Racecourse.

## **1 Code of Conduct**

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 Operator) shall be deemed to have accepted, and agree to comply with, this Code of Conduct. Attendees are admitted to the Racecourse strictly subject to this Code of Conduct. There are no exceptions.

## **2 All Attendees**

2.1 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 Operator) shall:

- comply with all current Government requirements and guidance regarding COVID-19;
- comply with any health checks required by the BHA and/or the Operator prior to being given access to the Racecourse;
- observe all social distancing protocols and wear any PPE (such as masks or other face coverings) in accordance with the Government or BHA guidance in place at the time;
- maintain personal hygiene including, but not limited to, by regularly washing their hands, using hand sanitiser, avoiding touching their face and observing coughing and tissue etiquette.
- only use any hand sanitiser, disinfectant wipes or other personal hygiene products made available at the Racecourse for the purpose for which they have been provided and shall not remove these from the locations in which they are provided;
- follow all racecourse signage and the instructions of staff, officials, the police or other emergency services present at the Racecourse at all times;
- only attempt to access those areas for which they are entitled under their Ticket; and
- comply with the Rules of Racing.

## **3 Attendees Entering the Racecourse other than as a Private Individual**

3.1 In addition to complying with Section 2, 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 Operator) in any capacity other than as a private individual, shall:

- a) comply with any training requirements required by the BHA and/or Operator prior to being given access to the Racecourse;
- b) use, in the correct manner, any PPE identified as appropriate to their role;
- c) wear required accreditation at all times;

- d) only attempt to access those areas of the Racecourse for which they are accredited and, in any event, the Attendee shall not enter any area of the Racecourse unless reasonably necessary for fulfilment of their role;
- e) follow the instructions of all members of the Racecourse Executive and BHA Officials (including but not limited to the COVID-19 Officers);
- f) maintain responsibility for disinfection of their own equipment in line with agreed procedures;
- g) comply with all changes to operating procedures relevant to their role; and
- h) leave the Racecourse immediately after the last race, or when the Attendee has completed their duties.

#### **4 Breaches of this Code of Conduct**

4.1 Any breach of this Code of Conduct will be reported to the Operator and the BHA Stewards. There will be a zero-tolerance approach to breaches of this Code of Conduct. In the event of any breach by an Attendee, in addition to any applicable sanctions set out in the Entry Contract:

- a) the Operator (with the full support of the Racecourse Managing Executive and BHA Stewards) may immediately remove the Attendee from the Racecourse, regardless of the Attendee's role or status;
- b) the BHA Stewards may take regulatory action against the Attendee in line with the powers available to them; and
- c) the Attendee acknowledges that they may be liable to sanction from their employer or any organisation that is responsible for them.

4.2 Any individual who is ejected from the Racecourse for breaching this Code of Conduct may be unable to attend a fixture at the Racecourse or any other racecourse until further notice.

We thank you for taking the time to read through this documentation and hope you enjoy your day with us.

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