SPECIAL TERMS AND CONDITIONS OF ENTRY TO HEREFORD RACECOURSE

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ADDITIONAL TERMS AND CONDITIONS OF ENTRY TO HEREFORD 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).

If a provision in these Special Conditions conflicts with a provision in any Racecourse-specific Special Conditions, the terms of the Racecourse-specific Special Conditions shall prevail.

SPECIAL CONDITIONS A - PARTICIPANTS IN RACING

23. Scope of Special Conditions A

23.1 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**).

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

24. Applicable Conditions

24.1 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.

24.2 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.

24.3 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.

24.4 Accordingly, Attendees shall have no right to demand any payment in respect of, their and/or their horse(s) inclusion in any such coverage whether produced by the Operator or by third parties authorised by the Operator. Furthermore, by entering the Racecourse each Attendee accepts the passing of still or moving images of them to third parties authorised by the Operator for the purposes of the production of printed or electronic material to be used solely for the promotion of the Racecourse in line with our privacy policy, which is available from Operator’s website and from the Racecourse website.

24.5 Each Attendee 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.

24.6 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

25. **Scope of Special Conditions B**

25.1 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"**).

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

25.3 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.

26. **Your Rights**

26.1 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 Media Attendee 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.

26.2 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 them under the relevant Third Party Media Agreement.

26.3 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 Media Attendee. 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.

26.4 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.

27. **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

28. Scope of Special Conditions C

28.1 These Special Conditions C apply to all Attendees who have been granted an express licence by the Operator 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.

28.2 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.

28.3 Without prejudice to Condition 28.2, these Special Conditions C apply whether or not an Authorised Photographer holds a badge, PASS Card or other entitlement to enter the Racecourse.

29. Special Conditions for Holders of Photographers' Accreditation

29.1 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).

29.2 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.

29.3 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.

29.4 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.

29.5 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.

29.6 Authorised Photographers will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions C.

29.7 Authorised Photographers will only Publish Photographs:

(a) in a Newspaper or News Magazine or other relevant websites approved by the Operator 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.

29.8 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 reproduced in the Annex to these Conditions.

29.9 Authorised Photographers may not attach cameras to any marker posts (including winning post and furlong markers).

SPECIAL CONDITIONS D - PRESS

30. Scope of Special Conditions D

30.1 These Special Conditions D apply to all Attendees who hold press accreditation from the Operator 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.

30.2 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.

30.3 Without prejudice to Condition 30.2, these Special Conditions D apply whether or not an Authorised Press Attendee holds a badge, PASS Card or other entitlement to enter the Racecourse.

31. Special Conditions for Holders of Press Accreditation

31.1 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).

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 Authorised Journalists will not do any of those things prohibited by Condition 10 save as expressly permitted by these Special Conditions D.

31.7 Authorised Journalists will only Publish Articles:

(a) in a Newspaper or News Magazine or other relevant websites approved by the Operator 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.

31.8 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 10.1and 10.2).

31.9 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.

31.10 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.

31.11 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

32. Scope and Duration of Special Conditions E

32.1 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 32.6 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 or any person supplying services to Bookmakers.

32.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.

32.3 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.

32.4 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

32.5 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:

(a) the holders of a general betting operating licence; and

(b) 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.

32.6 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

32.7 Nothing in these Special Conditions E:

(a) 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;

(b) 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.

33. **Special Conditions for Bookmakers**

DEFINITIONS

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

a) **"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;

b) **"Betting Badge"** means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse;

c) **"Betting Administration Fee"** means the fee charged by us in respect of the administration and management of the Betting Areas;

d) **"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;

e) **"Bookmaker Number"** means the maximum number of Bookmakers (one per position) who may enter a Betting Area on a raceday;

f) **"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;

g) **"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;

h) **"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;

i) **"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.

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

ADMISSION TO THE BETTING AREAS

33.2 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).

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

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

b) Staff who have paid the admission fee. Metal admittance badges may not be used unless by prior arrangement with the racecourse;

c) 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 the racecourse;

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

e) Bookmakers who pay the Betting Administration Fee; and

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

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

33.5 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:

a) 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

b) 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

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

a) 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;

b) 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 Operator all and any information as the Operator 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.

c) 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.

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

a) 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;

b) 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;

c) 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;

d) 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;

e) have in place and implement procedures to ensure that any card payment machines used will not accept credit card payments;

f) have in place and implement a policy for age verification;

g) 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;

h) ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;

i) 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;

j) 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;

k) 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;

l) not consume alcohol at any time whilst conducting bookmaking activities;

m) comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday;

n) 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 33.7b) and c) above regarding the prominent display of terms;

33.8 ensure all betting slips provided to customers include correct details for the nominated contractor, who should be contacted in relation to unsettled bets; and

a.

33.9 ensure that, where CCTV or other such recording device is in use by the Bookmaker, appropriate signage is prominently displayed (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) and that a supporting privacy policy is in place and implemented.

33.10 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:

a) the amount due to the winning customer;

b) full details of the terms of the bet;

c) details of the receipt number.

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

33.12 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

33.13 Neither the Operator nor any Nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Operator's opinion fails to satisfy such criteria as either the Operator or our Nominated Contractor set out in its application procedures from time to time. The Operator and our Nominated Contractor may impose such conditions as we consider fair and reasonable. The Operator 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:

a) 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 Operator deems appropriate;

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

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

d) a fee to cover the administrative costs of processing the application and issuing the Identification Card;

e) any other information or documentation as the Operator considers necessary.

33.14 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 Operator at all times and the Operator reserves the right to require the immediate return of Identification Cards.

33.15 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 Operator 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 Operator decides to replace a lost or stolen Identification Card it may charge a fee to do so.

33.16 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.

33.17 Notwithstanding Special Condition 33.16, the Bookmaker shall promptly notify the Operator 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 Operator 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

33.18 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:

a) has or is likely to commit an offence;

b) has or is likely to commit a breach of these Special Conditions E;

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

d) 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.

33.19 If the Operator removes a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of staff which gave the Operator 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.

33.20 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.

33.21 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.

33.22 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

34. Scope of Special Conditions F

34.1 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 Operator 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 7.

34.2 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 us well 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 a reasonable period to assess and respond to any such request and to negotiate and agree the terms of any Commercial Authorisation.

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

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

35.1 We will grant all Commercial Authorisations in writing. Only written Commercial Authorisations will be valid and binding upon us.

35.2 All Authorised Commercial Attendees must produce satisfactory evidence of the 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 asked to do so.

35.3 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.

35.4 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.

35.5 Authorised Commercial Attendees may only carry on the commercial activity expressly referred to in the relevant Commercial Authorisation and no other commercial activity. 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.

35.6 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.

35.7 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

BHA Instructions Relevant to Media

1. The attention of all Members of the Media is drawn to the **BHA 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

   Note: For Jump Racing the surface is deemed as the course in use for the particular race (for example, the hurdles or chase course). This also includes any bypass of a hurdle or fence, whether it is in use or not. For Flat racing, all photographers must be behind a running rail.

   1.2 Photographers must not stand behind any wing of a fence or hurdle or protrude a camera through any part of a wing or stand between a double rail.

   1.3 No remote cameras are to be attached to any wing or a fence or hurdle

   1.4 The positioning of any remote cameras immediately adjacent to the take-off or landing side of a fence or hurdle is only permissible on the outside wing and where there is sufficient angle on the wing so that as runners approach the obstacle the position of remote cameras is completely obscured.

      i) Remote cameras may be positioned on the take-off side of a fence on the outside of the wing adjacent to the take-off board providing the camera lens does not protrude through any part of the wing and must be secured by means of a sub-surface ground spike or a flexible ground support which must not exceed a height of 24 inches.

      ii) Remote cameras may be positioned on the landing side of a fence (not hurdle) within and no further than six inches from the base of the fence frame. Where advertising hoardings are in situ permission must be obtained from the racecourse as to remote camera positions.

      iii) No rigid camera supports in excess of seven inches above ground level are permitted

   1.5 Tripods and ladders must not be used before or for 30 yards after a fence or hurdle on the side of the rail marking the layby of that fence or hurdle. The tope step/platform of the ladder must not be higher than the running rail;

   1.6 For Flat racing, ladders can only be used after the winning post (except in areas open to the public) and behind a double running rail or five yards back from a single running rail;

   1.7 Photographers using a ladder must remain static on the ladder until all runners have gone past the site of the ladder;

1.8 Camera support spikes and mini-tripods may be used but must be behind the line of the running rail upright.

1.9 Photography inside the winners' enclosure is to be restricted to those who are authorised by the Racecourse Association or Managing Operator (unless other accreditation arrangements are in place);

1.10 Photography is not to take place in the saddling boxes or the parade ring except with permission from the Managing Operator.

1.11 Photography is not to take place in the Weighing Room, except with permission from the BHA. Photography is not to take place in the Official Racecourse Stables, except with prior permission from the BHA. Such permission will only be granted in exceptional circumstances. Permission will not be granted for requests made on the day of racing;

1.12 Flash photography of horses is not permitted. Flash photography may be allowed in specific areas or in adverse light conditions, with permission of the Racecourse Operator;

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.

2. The above instructions may be supplemented at individual racecourses by any special additional instructions as considered necessary to safeguard riders and horses before, during and after races, and particularly before and after fences and hurdles.

Any dispensations to these rules require written permission from the Racecourse Operator and Inspector of Courses (if available) in advance.

3. The attention of all television and radio broadcasters is drawn to the **BHA 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 BHA:

- Weighing Room complex (to include Weighing Room, Stewards' Room and Jockeys' Changing Rooms). However, if the Managing Operator agrees, a mini-camera with an effects microphone may be installed in the Weighing Room itself without permission of the BHA, providing that the Stipendiary Steward and the Clerk of the Scales are informed beforehand,

- Sampling Unit,

- Racecourse Stables (once BHA's security provision is in force),

- Judges' Box,
- Stewards' Viewing Boxes,
- The Start.

3.2 If broadcasters wish to use any of these areas for filming etc., racecourses should refer broadcasters to the Communications and Promotions Department at BHA's Head Office (telephone no: 020 7152 0162), who will inform both the racecourse and the appropriate BHA Officials of the decision. Officials will not allow filming to take place in designated integrity areas unless authorised beforehand by the PR Department. If an urgent situation requires it, this authority may be obtained on the day by telephone.

3.3 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 Operator, who must always take into account safety, the smooth running of the meeting and ensure compliance with the requirements of paragraphs 3.5 - 3.12 (shown below).

3.4 If BHA 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 3.5-3.12 below they will immediately inform the Managing Operator who will deal with the situation without delay in line with the requirements in paragraph 3.3. Such activities would include:

- Distracting horses or riders whilst racing or on the way to the start,
- Prejudicing safety in the Parade Ring, Winners Enclosure or between these areas and the racecourse,
- Holding up jockeys before the start of a race, or delaying them unduly from returning to weigh in,

Note: These examples are not exhaustive, and other circumstance may pose a threat to safety or the smooth running of the meeting.

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

3.6 Also in the interests of safety, 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.

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

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

3.9 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. They must also not be attached to either the winning post or any marker post. Where facilities for cameras are limited, the integrity cameras must be given priority.

3.10 Broadcast cameras must not restrict the view of the Racecourse Stewards, BHA Officials or integrity cameras.

3.11 The sitting of any cameras which encroach onto the track (for example overhead or in a fence etc) is to be agreed beforehand with the Inspector of Courses and the Racecourse Department.

3.12 Filming of ongoing medical or veterinary treatment is not permitted. Specific examples where filming is not considered acceptable, although the list in 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 without prior permission from the Communications Department.