Pontefract Racecourse Additional Terms and Conditions of Entry Relating to Private Facilities

1 <u>Effect of these Conditions</u>

- 1.1 These conditions ("Additional Conditions") relate to all persons (attendees) who book or otherwise use any Private Facilities at Pontefract Racecourse ("the Racecourse")
- 1.2 They constitute a "variation" as defined in Para 1.3 of part 1
 General Conditions ("General Conditions") of the Terms and
 Conditions of entry to the Racecourse which apply to all Attendees.
 Copies of the General Conditions are available from:-
 - 1.2.1 The Racecourse web site www.pontefract-races.co.uk
 - 1.2.2 The Racecourse Administration Office on request
- 1.3 If there is any conflict between these Additional Conditions and the General Conditions, these Additional Conditions apply.
- 1.4 If you book our Private Facilities you will be agreeing to abide by and to accept that all attendees using our Private Facilities abide by the General Conditions and these Additional Conditions.

2 Application

These Additional Conditions apply to anyone booking and/or using any of our Private Facilities, ("the Facilities") namely:-

- 2.1 All boxes in the Dalby Stand including the extension built in 2007/8
- 2.2 The Pipalong Room
- 2.3 Any Marguee being used by Attendees

3 Access to Racecourse

- 3.1 All facility Badges admit to all areas to which Premier Enclosure Badges (formerly called Club) admit.
- 3.2 The "turnstiles" open at:
 - 12 noon for a midweek afternoon race meeting
 - 4.30pm for an evening meeting

- 11.30am for a Sunday race meeting.

If you wish to use the Facilities which you have booked prior to this time you must make prior arrangements with our Private Facilities Manager.

3.3 All attendees must vacate the Racecourse no later than one hour after the last race.

4 Access To Facilities

- 4.1 No Attendee will be admitted to any Facility unless they have the appropriate badge
- 4.2 "Metal Badges" (e.g. Annual Members Badges) do not admit
- 4.3 Admission is to the specific Facilities for which the badges have been booked
- 4.4 Access is not allowed to any other Facilities (i.e. you cannot go into any Box other than the one allocated to you)

5 Access To Enclosures

All Facility Badges admit to all areas of the Racecourse to which Premier Enclosure Badges (formerly called Club) admit.

6 Food and Drink

- 6.1 All Catering on the Racecourse is franchised to CGC Event Caterers Ltd of Supreme House, Lotherton Way, Garforth Industrial Estate, Garforth, Leeds, LS25 2JY 0113 2876387
- 6.2 No Attendee is permitted to:
 - 6.2.1 Bring any food or drink into the Racecourse
 - 6.2.2 Arrange for any other third party to do so
- 6.3 All food and drink must be consumed in the Facility. It's <u>not</u> permitted to take food and drink out of the Facilities into e.g. the Corridors or other parts of the Racecourse

7 Terms of Payment

- 7.1 A deposit of £300 plus VAT will be required to secure any Facility other than on a Friday night race meeting or on Ladies Day when a deposit of £500 plus VAT will be required.
- Until this is paid we reserve the right to take a reservation from anyone else who pays a deposit on the Facility in question.
 - 7.2 You must provide our Private Facilities Manager with your anticipated numbers not less than six weeks prior to the event. You

- will be invoiced on this number and payment is required within 14 days of the date of the invoice.
- 7.3 Unless you amend the numbers in the meantime badges will be sent to you for this number approximately 14 days before the event.
- 7.4 If you increase the numbers you must pay for the additional badges at the time they are ordered.
- 7.5 You must provide our Private Facilities Manager with your final numbers by 12 noon not less than two working days before the event. This means:-

Day Of Meeting Final No's by 12 noon

Monday Wednesday
Tuesday Thursday
Wednesday Friday
Thursday Monday

Friday Tuesday

Sunday Wednesday

- 7.6 You will be charged for food and All Inclusive Packages on the numbers notified in accordance with 7.5 regardless of the numbers who attend (because food will have been purchased and staff ordered)
- 7.7A refund will be given on our admission badges which are returned to the Private Facilities Manager before the first race on the day on which you attend.
 - 8 Refund and Charging Policy on Cancellations by you
 - 8.1 If you cancel not less than six weeks prior to the event there will be no charge and any monies paid will be refunded.
 - 8.2 If you cancel in the period between six weeks and two weeks prior to the event then:-
 - 8.2.1 The cost of the Facility remains payable and if paid will not be refunded unless we obtain another booking for that Facility which we will try to do.
 - 8.2.2 There will be no charge for badges, food or drink any monies paid will be refunded.
 - 8.3 If you cancel within the period of two weeks prior to the event but more than two working days before then:
 - 8.3.1 The amount paid for the badges will be refunded.
 - 8.3.2 The amount paid for the Facility will not be refunded unless we obtain another booking for that Facility which we will try to do.
 - 8.3.3 25% of the charge for food will be payable to cover the cost of the food which will have been ordered.

- 8.4 If you cancel within 2 working days of the event then:
 - 8.4.1 The amount paid for badges will be refundable.
 - 8.4.2 There will be no refund on the cost of the Facility or food.

9 Refund & Charging Policy in the Event of Abandonment

In the event that racing is abandoned for any reason the following terms will apply:-

- 9.1 If racing is abandoned more than 48 hours before the day on which you have reserved Facilities then there will be no charge for Facilities, badges or food and any monies paid will be refunded.
- 9.2 If racing is abandoned within 48 hours of the day on which you have reserved Facilities then there will be no charge for the Facilities or badges and any monies paid in respect will be refunded.
- 9.3 If racing is abandoned within 48 hours but before 10.30am when racing is due to take place in an afternoon or 2.30pm when racing is due to take place on an evening 25% of the charge for food will be payable (to cover the cost) unless you reserve Facilities for a similar number of people on another day within 14 days of the abandonment.
- 9.4 If racing is abandoned after 10.30am on any day when racing is due to take place in an afternoon, or 2.30pm when racing is due to take place on an evening then the full meal service will be provided and there will be no refund on the cost.

10 Dress Code

The Dress Code in the Premier enclosure (which includes ALL boxes) is smart casual – no scruffy jeans, sportswear, shorts or trainers.

11 Right To Refuse Admission

We reserve the right to refuse admission to or expel any Attendee (without refunding payment) who in the opinion of the Racecourse Management is:-

- 11.1Inappropriately dressed
- 11.2Intoxicated
- 11.3Causing a nuisance to other Attendees
- 11.4Otherwise in breach of the General Conditions or these Additional Conditions.

12 <u>Use Of Facilities</u>

Unless you obtain our prior agreement no Attendee may: 12.1 Affix anything to any part of the Racecourse (including any Facility) 12.2 Install any telecommunications or other electronic equipment

13 Disabled Facilities

Information on disabled facilities is available on our website <u>www.pontefract-races.co.uk</u>

14 Children

- 14.1Children under 18 accompanied by an adult are admitted free of charge
- 14.2There is no catering charge for children between 0 to 3 years. Fifty percent of the adult price is charge for 4 to 10 years and full charge thereafter.
- 14.3 Any person who brings anyone under the age of 18 years to the Racecourse will be held to be fully responsible for their actions and behaviour.