RACECOURSE GUIDANCE DOCUMENTS

TERMS & CONDITIONS OF ENTRY

TERMS & CONDITIONS OF ENTRY TO HAMILTON PARK (ENTRY CONTRACT)

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TERMS AND CONDITIONS OF ENTRY TO HAMILTON PARK RACECOURSE *(ENTRY CONTRACT)*

IMPORTANT - PLEASE READ

- These terms and conditions of entry ("**Conditions**") apply to all persons entering the racecourse and grounds (**Attendee** or **you**) known as ***Hamilton Park Racecourse*** (the **Racecourse**). A map of the grounds can be viewed here https://hamilton-park.co.uk/resort-map/. These Conditions are issued by The Hamilton Park Racecourse Company Ltd (the **Operator** or **we**). Acceptance of these Conditions will result in a legally binding contract between you and the Operator which include the terms of the licence which we have granted to you to enter the Racecourse.

- **It is your responsibility to familiarise yourself with these Conditions.**

- These Conditions may also be referred to as Entry Contract.

    - These Conditions apply to all persons entering the Racecourse. If you attend the Racecourse as a Bookmaker and/or Bookmaker's staff, you must also agree to a set of Special Conditions, which will apply in addition to the Conditions. The Special Conditions are available at www.hamilton-park.co.uk.

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

- Every Attendee entering the Racecourse shall be deemed to have accepted all The Rules of Racing and shall do so subject to The Rules of Racing published by the British Horseracing Authority from time to time which can be viewed at https://www.britishhorseracing.com/regulation/rules-guides/

- Entry to the Racecourse shall be at our discretion. We reserve the right to refuse entry to or expel any person from the Racecourse in accordance with these Conditions.

- Children under the age of 18 years old must be accompanied by an adult with a valid admission ticket. Proof of age may be requested and, if so, must be provided. The paying adult is responsible for each child that is brought onto the Racecourse and shall ensure each child complies with these conditions. If attendees aged between 16 – 17 are unaccompanied, they will be charged the student price upon arrival. For some fixtures, complimentary under-18 tickets will not be available, under-18s may attend these events but must purchase a full-price adult ticket.

- The re-sale of Tickets without our prior consent may lead to the Ticket being void (with no refund) and entry to the Ticket-holder being refused. Please see Condition 2.

- The use of recording or communications equipment (e.g. cameras, video cameras, mobile phones, tablets and laptops) is strictly regulated by these Conditions. You must not use or make available any photograph, video footage or any other race data for commercial purposes (whether or not you receive payment in return). Please see Condition 10.

- Many races and fixtures are given coverage and made publicly available on television, radio, on the internet and in print and various other forms of media throughout the world. By entering the Racecourse you accept (for yourself and on behalf of any horse or children in your care) that you/they may appear in such coverage/material. If you do not wish to be included in such coverage/material, please do not attend the Racecourse. Please see Condition 13.

- Our liability under these Conditions is limited. Please see Condition 15.

- We reserve the right to search you and your belongings at any time whilst you are at the Racecourse. If you refuse a request to search you or your belongings, we might require you to leave the Racecourse.

- You must not bring alcohol into the Racecourse, unless this is specifically permitted by the Operator. We will confiscate and dispose of any alcohol purchased off the premises that is not permitted by the Operator.

THE FOLLOWING CONDITIONS APPLY TO ALL ATTENDEES.

1. The Effect of these Conditions and Variations

1.1 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 be deemed to have accepted these Conditions. Attendees are admitted to the Racecourse strictly subject to these Conditions. There are no exceptions.

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

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

2. Badges, PASS Cards and Other Entitlements to Enter the Racecourse

2.1 Badges, Privileged Access Swipe System (**PASS**) Cards, tickets and other entitlements (each a 'Ticket' for the purposes of these Conditions) to enter the Racecourse shall only be purchased or allocated by an authorised source approved by the Operator.

2.2 Badges and PASS Cards are non-transferable. All other Tickets shall not be:

(a) transferred, sold or offered for sale:
  (i) if prohibited by law;
  (ii) to anyone under the age of 18; or
  (iii) in the course of any business or profit-making enterprise whatsoever;

(b) coupled or bundled with any other product or services or used for any commercial or promotional purpose whatsoever; or

(c) offered or obtained as a competition prize,

without our consent (which we may withhold in our absolute discretion).

2.3 In the event that you are no longer able to attend a raceday for which you have a Ticket (other than a Badge or PASS Card), you may transfer such Ticket to a friend or family member, provided that you are contactable on the raceday in the event that we need to confirm any information with you.

2.4 Any Ticket obtained from an unauthorised provider or in breach of Condition 2.2 or 2.3 shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Racecourse without refund and Racecourse reserves the right to not refund any such void Tickets.

2.5 All Tickets issued by the Operator or on its behalf shall remain the Operator's property at all times. We reserve the right to require the immediate return of a Ticket at any time.

2.6 Any data provided to the Operator when obtaining Tickets will be managed in line with the Operator's Privacy Policy, which is available at https://hamilton-park.co.uk/data-protection-and-privacy/

2.7 The Operator may retain records of any suspected misuse of Tickets or other documents or entitlements to enter the Racecourse and may share those records with other racecourses and/or the British Horseracing Authority.

2.8 These Conditions apply to all Attendees irrespective of whether or not an Attendee has paid for admission and whether or not an Attendee has been issued with a Ticket or other document or entitlement to enter the Racecourse.

2.9 These Conditions apply in addition to any other terms and conditions imposed on badgeholders, PASS Card holders or other entitlement that may have been issued or granted. These Conditions shall apply in preference to any conflicting provisions in such other terms and conditions.

2.10 No refund shall be given in respect of any unused part of any Ticket.

2.11 You must show your Ticket to the Operator on demand. If you fail to bring your Ticket to a fixture, you will have to pay the full daily admission price for the relevant enclosure (if any) applicable on the day.

2.12 Attendees must ensure that badges, where in use, are securely attached to their clothing on racedays and visible at all times whilst present at the Racecourse.

3. Lost or Stolen Badges and Tickets

We accept no responsibility for lost or stolen Tickets. We are not obliged to replace lost or stolen Tickets. If we decide to replace a lost or stolen Ticket we may charge a replacement fee to you.

4. Access

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

4.2 Unless we give specific permission, you are prohibited from entering the Weighing Room, the Stewards' Room, the Sampling Unit, the Racecourse Stables, the Judges' Box, the Winners' Enclosure, the Parade Ring, the Press Room, Owners & Trainers Facilities, Hospitality Areas and any other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.

4.3 Children under the age of 18 years old must be accompanied by an adult with a valid admission ticket. Proof of age may be requested and, if so, must be provided. The paying adult is responsible for each child that is brought onto the Racecourse and shall ensure each child complies with these conditions. If attendees aged between 16 – 17 are unaccompanied, they will be charged the student price upon arrival.

4.4 Complimentary under-18 tickets may not be available for selected events. Under-18s may attend these events but must purchase a full-price adult ticket.

4.5 Children under 12 are not allowed to enter the Winners' Enclosure or the Parade Ring under any circumstances.

4.6 Your Ticket may restrict access to certain areas of the Racecourse including the various enclosures. Where a Ticket restricts access to some or all enclosures, transfers between enclosures may be possible on a raceday. Transfers will be subject to application at the racecourse office.

4.7 No Ticket gives any Attendee any right to receive, use or exploit any racing data, audio, visual or audio-visual coverage of any race or fixture. All such rights are reserved. Any coverage or data made available at the Racecourse is made available for the personal use and consumption of Attendees only and redistribution to any person outside the Racecourse is strictly prohibited.

5. Conduct of Attendees

5.1 We reserve the right in our reasonable discretion at any time and without prior notice to refuse admission to or expel and/or ban any Attendee who, in our reasonable opinion:

(a) has breached or is likely to breach these Conditions;

(b) has previously been banned from attending the Racecourse;

(c) has or is likely to commit a criminal offence or otherwise do anything which is unlawful; and/or

(d) behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees,

and, any ban we may impose may, at our option, relate to the Racecourse and/or any other racecourse in Great Britain and may be temporary or permanent.

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

5.3 In the interests of safety or to check for items you are prohibited from bringing onto the Racecourse, we may request to conduct personal body searches of Attendees and/or search their personal belongings. We shall be entitled to refuse entry to or expel from the Racecourse any Attendee who refuses to comply with such a request.

5.4 The following items must not be brought onto the Racecourse: knives, fireworks, smoke canisters, air-horns, drinking glasses, bottles or other glass or similarly breakable containers, cans, poles and any other article that might be used as a weapon and/or may in our reasonable opinion compromise the safety of any person or animal present at the Racecourse. We shall be entitled to refuse entry to or expel and/or ban from the Racecourse any Attendee with such items in their possession.

5.5 The following are prohibited on the Racecourse:

(a) flags, banners, airhorns, noisemakers, fireworks, smoke canisters and other articles and any behaviour which may distract or frighten the horses;

(b) unauthorised small unmanned aircraft, aerial systems, drones, robotic equipment or vehicles that have not been expressly authorised by the Operator in writing;

(c) any behaviour which may disrupt or impair the experience of other Attendees, including any threatening behaviour, foul language, racial, homophobic, xenophobic, sexist and other discriminatory abuse or harassment;

(d) climbing fences, stands or any other structures or buildings;

(e) throwing any object without lawful authority or excuse;

(f) obstruction of gangways, access ways, exits, entrances, stairways and similar places;

(g) damaging or defacing Racecourse property;

(h) smoking, including e-cigarettes in any designated "No Smoking" areas; and

(i) any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing.

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

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

5.8 If you are expelled or banned from the Racecourse for any reason set out in these Conditions, you will not be eligible for any compensation, refund, readmission or other redress.

6. Dress Code

There is no formal dress code in operation at the Racecourse, however football colours are discouraged at all times. We may at our discretion implement a dress code for particular race days, for specific enclosures on race days and/or any other areas of the Racecourse where a particular dress code is required. All Attendees must comply with the dress code for each race day, for each enclosure and/or any other areas of the Racecourse where a dress code may be in force from time to time. We reserve the right to refuse an Attendee access to any area of the Racecourse where a dress code is in force with which the Attendee is not complying.

Attendees must not wear any clothing which may cause offence to others.

7. Unauthorised Trading, Advertising, Leafleting and other Commercial or Promotional Activity

7.1 Only those Attendees who have been given express prior permission by the Operator to trade, advertise, distribute leaflets or conduct any other commercial or promotional activities on the Racecourse may do so. Trading, advertising, leafleting and commercial or promotional activities by all other Attendees is strictly prohibited. This prohibition extends to and includes:

(a) any unauthorised badge, ticket or race card sellers or hawkers; and

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

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

7.3 We reserve the right to take such legal action (including where appropriate obtaining injunctive and other relief) against or in respect of any person or entity that is in breach of this Condition 7, who has in the past breached this Condition 7 (or any equivalent prior provision) or whom we reasonably believe will breach this Condition 7.

7.4 If any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside the Racecourse (for example, items of clothing) we reserve the right to refuse entry to any Attendee in possession of such material and to confiscate such material from Attendees within the Racecourse.

8. **Betting**

You shall not lay bets or otherwise conduct any betting or gaming business whilst on the Racecourse unless we give you written permission to do so. You may place bets with those on-course bookmakers or other properly authorised betting businesses.

9. **Food and Drink**

Attendees are prohibited from taking food, drink including but not limited to alcohol, glass bottles and glasses onto any part of the Racecourse except for any areas where this is specifically permitted by us. Bar closing time is one hour after the last race unless advertised as otherwise.

10. **Use of Camera, Video, Computer and Telecommunications Equipment**

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION 10: Non-compliance with the following provisions will constitute a serious breach of these Conditions, as a result of which we shall have the right to cancel and withdraw any Ticket or other entitlements issued to you and eject you from the Racecourse. Use of cameras, video equipment, laptop and other computer equipment, mobile telephones and other telecommunications devices at the Racecourse is strictly controlled and limited. You are not permitted to make any commercial use of any audio/visual coverage, still images or data relating to racing and/or Ancillary Events at the Racecourse.

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

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

(a) any pictures of horses preparing for a race – including pre-parade riding, Saddling Boxes and Parade Ring;

(b) any pictures of jockeys preparing for a race – including Weighing Room and Parade Ring;

(c) any race (either at the Racecourse or any other racecourse) – this includes either "live" or pictures from the on-course CCTV;

(d) any data relating to any race (either at the Racecourse or any other racecourse) – e.g. odds, Going, colours and colour changes, jockey changes, results; or

(e) any activities in integrity areas (i.e. areas with limited access to BHA Officials and designated staff at the Racecourse) – including Weighing Room, Judges Box, Stables and any area signed 'officials only'.

10.3 The list in Condition 10.2 is indicative of the types of activity prohibited by Condition 10.1 but that list is not exhaustive (meaning that there may be other activities which would fall within the prohibition in Condition 10.1).

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

(a) photography on the racing surface is strictly forbidden;

(b) flash photography is strictly forbidden; and

(c) you must not allow a third party to use such images for any commercial purpose and will notify the Operator immediately if you become aware of any unauthorised use of those images.

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

10.6 You acknowledge and agree that racing data as set out in Condition 10.2(d) above constitutes the Operator's (or its licensor's) intellectual property and confidential information and that you must not collect, collate, aggregate, copy, communicate, publish, market, sell. or otherwise use any such data without the Operator's express consent. Attendees should be aware that we, or our authorised representatives, will vigorously prosecute any Attendee who breaches or is likely to breach this Condition.

10.7 Unless specifically permitted by these Conditions, you shall not use mobile telephones or any other communications device whilst on the Racecourse to communicate with anyone outside the Racecourse for the purpose of or in connection with any betting.

10.8 You may use mobile telephones or any other communications device whilst on the Racecourse to connect to the Racecourse wi-fi that is generally made available to Attendees by the Operator, for the purpose of accessing, and making full use of, certain betting websites. The full list of betting websites that the Operator agrees to make available to Attendees through the Racecourse wi-fi from time to time will be listed on the webpage that Attendees will be automatically directed to when connecting to the wi-fi. Use of the Racecourse wi-fi will be subject to the conditions outlined in Condition 11.

10.9 We reserve the right to confiscate any camera, video equipment, mobile telephone, radio and any telecommunications or other device (including computer similar equipment) and any media or device upon which any audio/visual content or data may

be stored that is in your possession and delete any such content if we believe you have breached or are likely to breach this Condition 10.

11. **Racecourse Wi-fi Scope of Service and Conditions of use.**

The provision of Wireless Internet Access is provided for patrons of the Racecourse and at the discretion of Hamilton Park Racecourse

11.1 We reserve the right to restrict access to domains and applications as We see fit and offer no guarantee of service or provision of coverage.

11.2 Appropriate Use of the Guest Wireless Network

The Public Wireless Internet Access provided by Hamilton Park Racecourse is for use by racegoers and guests of the Racecourse only. Wireless Internet Access is provided on an "on request" basis and We do not warrant that this service will be uninterrupted or error-free.

11.3 The Public Wireless Network only allows standard web traffic to a limited number of sites including official betting partners.

11.4 Users of the Hamilton Park Racecourse Public Wireless service should use the service lawfully, respectfully and responsibly, and in accordance with this agreement. The Public Wireless Network must not be used to:

- Engage in any criminal activity;
- Attempt to gain or gain unauthorised access to any computer system of Hamilton Park Racecourse or any other organisation;
- Generate or disseminate chain letters or SPAM email;
- Transmit unlawful, harassing or threatening messages;
- Generate, transmit or store profanity or material that is either sexually explicit, illegal (including child pornography) or any material that may be considered offensive for ethnic, gender-based or other reasons;
- Access or download material from or post messages to sites of "poor taste", including but not limited to sites of a sexual nature; ;
- Create, execute, forward or introduce any computer code designed to self-replicate, damage or otherwise impede the performance of any computer's memory, storage, operating system or software.
- Download large files in excess of 50MB
- Connect devices such as portable media players (e.g.iPods) or digital cameras.

11.5 The Public Wireless Network is isolated from the Hamilton Park Racecourse Corporate Network.

11.6 We reserve the right to monitor and intercept electronic communications on the Public Wireless Network, whether created for business or personal purposes, at any time. The

service is monitored by Hamilton Park Racecourse for quality control purposes, to detect abuse of the service and to detect or prevent breaches of this agreement.

11.7 We will use all means at its disposal to track and monitor internet usage in order to ensure the integrity and proper use of the service.

11.8 By accessing and using Wireless Internet Access provided by Hamilton Park Racecourse, you should be aware that there are security, privacy, and confidentiality risks inherent in wireless communications and technology, and Hamilton Park Racecourse does not make any assurances or warranties relating to such risks.

11.9 By using Wireless Internet Access provided by Hamilton Park Racecourse, you agree that Hamilton Park Racecourse is not liable for any costs or damages arising from use of this service. Unauthorised use of this service may subject you to criminal prosecution and penalties.

12. Journalists, Publishing and Reporting

You are not permitted to report on, broadcast or otherwise write any article about a race or fixture or Ancillary Event at the Racecourse. You will need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at the Racecourse.

13. Media Coverage and recording for promotional and security purposes

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

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

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

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

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

14. Dogs

14.1 Dogs (other than assistance dogs) are not permitted in any enclosure.

14.2 Where dogs are permitted they must be kept on leads at all times and must not be allowed to foul anywhere on the Racecourse.

14.3 You are advised to make alternative arrangements for dogs prior to arriving at the Racecourse. To the extent we are legally able to do so, we reserve the right, if necessary, to force entry into a vehicle to release animals which may be suffering.

15. Loss or Damage

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

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

15.3 Subject to Conditions 15.1 and 15.2, property brought onto the Racecourse by an Attendee remains at all times at the entire risk of the Attendee. We will not be responsible for any loss, injury or damage, howsoever caused, to any Attendee or their property ("**Loss**") except where and only to the extent that any such Loss is caused by our negligence or other breach of duty, or the negligence or other breach of duty of our employees or authorised agents.

15.4 If you leave any property at the Racecourse we will endeavour to retain such property for a period of three months during which time you may contact us to arrange a time to

collect it. Any property left unclaimed at the Racecourse for longer than this period will be disposed of.

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

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

16. Parking

16.1 All vehicles parked or stored within the Racecourse and any land surrounding the Racecourse owned or controlled by the Operator are parked at the owner's risk and the Operator accepts no responsibility for such vehicles or their contents.

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

17. Abandoned or Delayed Racing and Other Events Affecting Raceday

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

17.2 In the event of racing being abandoned, refunds on badges and tickets purchased will be paid in the following circumstances:

- Abandonment before completion of the first race – full refund:
- Abandonment before completion of the third race – 50% refund:
- Abandonment thereafter – no refund.

In the event that racing is abandoned but ancillary entertainment such as live music goes ahead, customers will not be entitled to a refund. In addition to attendance at any such event, we reserve the right to offer complimentary admission to another raceday.

All refunds must be claimed within 28 days of the race meeting. To obtain a refund, please follow the link to our online refund form. For tickets purchased on the day of the race fixture then please contact the office for further instructions. All refunds will be administered after the event by post.

17.3 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on racedays. To obtain a refund, please contact the racecourse office via email on enquiries@hamilton-park.co.uk. Refunds must be claimed within 28 days of the race meeting.

17.4 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed racing, or racing held behind closed doors, including in respect of any travel or accommodation costs, or any compensation in respect of loss of enjoyment or potential winnings.

17.5 We give no guarantee that any race or race meeting will take place; nor do we give any representation or warranty or make any promises concerning the nature or quality of any race or meeting which may be held at the Racecourse, including which horses or jockeys will be participating.

17.6 We reserve the right to amend or cancel any ancillary raceday entertainment without notice. In the event of ancillary raceday entertainment changing, customers will not be entitled to a refund.

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

17.8 It is responsibility of the Attendee to check whether a raceday has been cancelled or rescheduled and the date and time or any rescheduled race or raceday. We will endeavour to provide advance notice and information regarding any cancellations or rescheduling on the Racecourse's website.

18. Ancillary Events

18.1 In addition to races, other events (such as live music) may be scheduled to take place at the Racecourse on a raceday (an "Ancillary Event").

18.2 Attendees acknowledge that an Ancillary Event may be scheduled to take place outdoors and an Ancillary Event may be delayed, cancelled or re-scheduled at any time by the Operator due to circumstances beyond our reasonable control (including, without limitation due to adverse weather conditions). Where reasonably necessary, the Operator reserves the right to make alterations to the published programme relating to the Ancillary Event.

18.3 In the event that any Ancillary Event is delayed, cancelled or re-scheduled, the refund policy as set out in condition 17 shall apply.

18.4 We give no guarantee that any Ancillary Event will take place. Where an Ancillary Event is cancelled or re-scheduled, where practicable, we will take reasonable steps to notify you using the details you provided us with at the time of purchasing your Ticket. However:

(a) we do not guarantee that you will be informed of such cancellation or re-scheduling before the date of the Ancillary Event; and

(b) it is responsibility of the Attendee to check whether an Ancillary Event has been cancelled or rescheduled and the date and time or any rescheduled Ancillary Event.

18.5 Save as set out in these Conditions, we will have no further liability in relation to any cancelled, delayed or re-scheduled Ancillary Event.

19. Payment Terms

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

20. Evacuations

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

21. Enforcement

If we fail or delay to enforce our rights under these Conditions, this does not mean we cannot or will not choose to do so at a later date.

22. Law

These Conditions shall be governed by the laws of Scotland. In the event of a dispute relating to these Conditions, any contract we have with you or any other claim you may have against the Operator (including in negligence) the courts of Scotland shall have exclusive jurisdiction.