

**First Impressions Racing Group (“FIRG”)**  
**CUSTOMER TERMS AND CONDITIONS FOR THE SALE OF HOSPITALITY  
PACKAGES ASSOCIATED WITH OWNING A RACEHORSE FOR THE DAY**

These terms and conditions, and the Booking Confirmation (which is usually sent by email), form the agreement between the Customer, and FIRG for the provision of a Hospitality Package associated with Owning a Racehorse for a Day.

Any terms defined in the Booking Confirmation and used in these terms and conditions shall have the meanings attributed to them in the Booking Confirmation. References to the masculine shall include to the feminine, neuter and vice versa.

### **1. Booking Confirmation**

1.1 When the Customer places a booking it shall be considered provisional until the Customer receives a **Booking Proposal** email from FIRG, containing the details of his or her booking and a copy of these terms and conditions. **The terms and conditions will deem to have been read and accepted by the customer on the making of a payment.**

1.2 A deposit of forty per cent (40%) (“the Deposit”) of the total package price is required to secure the Customer’s booking save that any bookings made within 3 weeks of a race day will require payment of 100% of the total package price in order to secure the booking and is, subject to Clause 3.1, non-refundable.

1.3 The Customer acknowledges that the availability of a Hospitality Package cannot be guaranteed and a booking will be subject to availability at the time the Notification of Booking and the Deposit is received by FIRG.

1.4 A booking shall only be considered confirmed and this contract shall only become effective upon the issue by FIRG of a “Booking Confirmation” form. FIRG (at its discretion) may issue the Booking Confirmation by email, post or facsimile.

### **2. Payment Terms**

2.1 Subject to Clause 2.2 below the balance of the total Hospitality Package price (“Total Price”) (including any VAT due) must be paid at least three (3) weeks prior to the race day.

2.2 If the booking is made within three (3) Weeks of the race date, the Total Price (including VAT) must be paid by bank transfer or as otherwise agreed by FIRG at the time of booking.

2.3 If payment of the Total Price is not made in full in accordance with Clause 2.1 and Clause 2.2 above, FIRG reserves the right to cancel the booking and retain all (or, at its absolute discretion, part) of the Deposit unless it has managed to cancel the Hospitality Package with the racecourse at no cost, in which event FIRG shall refund the Total Price in full less an administration charge as set out in Clause 3.

2.4 FIRG reserves the right not to release documents, passes, badges or Hospitality Tickets unless payment has been received in full.

2.5 All prices are exclusive of VAT (unless otherwise stated) which is payable in addition by the Customer.

### **3. Cancellations by the Customer**

3.1 The Customer must notify FIRG in writing (e-mail) if he wishes to cancel his booking of the Hospitality Package and the Customer shall compensate FIRG for any direct damage or loss suffered by it as a result of the cancellation. FIRG shall use its reasonable endeavours to cancel the booking with the racecourse, but where it cannot do so, reserves the right to charge the following cancellation fees:

<b>Cancellation Notice</b>	<b>Fee</b>
Cancellation more than three (3) weeks before the Race Date	40% of the Total Price
Cancellation less than three (3) weeks before the Race Date	100% of the Total Price

3.2 In the event that the cancelled Hospitality Package is accepted by the racecourse, FIRG shall be entitled to retain a handling fee of ten per cent (10%) of the Total Price and the balance shall be refunded to the Customer.

#### **4. Tickets and Passes**

4.1 Subject to payment of the Total Price having been received by FIRG, FIRG shall send to the Customer at least one (1) week prior to the race a Hospitality Ticket for each Guest, in accordance with the details as notified by the Customer or shall retain such Hospitality Tickets for collection on the Race Date, as arranged between the customer and FIRG. Owners and Trainers badgers will be collected by each guest from the Owners and Trainers entrance to the racecourse, unless alternative arrangements are made. Names of all guests will be required by FIRG prior to the race day.

4.2 The Customer shall be responsible for distributing the Hospitality Tickets to the Guests. A person may not be admitted to the Hospitality Facility without a valid Hospitality Ticket. No liability is accepted by FIRG in the event that a Guest is denied entry to the Hospitality Facility or any other part of the racecourse as a result of the Customer's or any Guest's failure to comply with this Agreement.

4.3 The Customer shall be responsible for the acts and omissions of himself and his Guests while at the racecourse and shall ensure that his Guests comply with the Hospitality Rules and Regulations at all times.

4.4 The Customer agrees to provide FIRG with a dietary requirements list, including details of any food allergies, the name and contact number of the Customer's nominated "Host", the names of the Customer's Guests, and any other relevant information at least one (1) week prior to the Race Date.

4.5 FIRG will pass on details of any dietary requirements to the caterers at the racecourse. However, FIRG does not guarantee that any of the food or drink products served at the racecourse are free from nuts, wheat, lactose or any other allergens.

#### **5. Changes/Cancellation by FIRG prior to the day**

5.1 If the package is cancelled by FIRG before the day due to circumstances beyond their control, FIRG will arrange to re-book the participant at a mutually agreed time. FIRG cannot be held liable for any costs including (but not limited to) travel expenses or pre-booked accommodation costs incurred by the participant in the event of a cancellation and FIRG's total liability for any claim shall be limited to the price paid for the package.

5.2 In the event that FIRG is obliged to make any material change to the Hospitality Facility to be provided at the racecourse or cancel them for any reason, FIRG will use its reasonable endeavours to ensure that alternative arrangements are offered which are of at least equal or a superior standard.

#### **6. Cancellation of Racing during the Day**

6.1 The Customer acknowledges that FIRG cannot guarantee that:

- a) racing will take place on the race date or,
- b) racing may not be interrupted, suspended or cancelled partway through the race meeting.

6.2 The Customer acknowledges that:

(a) the commencement and/or duration of any race meeting is dependent upon the weather and other factors that are outside the control of FIRG; but

(b) the hospitality facilities at the racecourse are not dependent upon the weather on the race date and, subject to Clause 6.3, will be available for use irrespective of whether racing is interrupted, suspended or cancelled part way through the meeting.

6.3 The Customer agrees that no refund will be made for the hospitality package in circumstances stated in Clause 6.1(a) and 6.1(b).

6.4 For the purpose of this clause, factors outside of FIRG's control shall include any event which FIRG could not, even with all due care, foresee or avoid including (without limitation) war and threat of war, civil strife, terrorist activity, natural or nuclear disaster, fire, industrial dispute, epidemic, pestilence, power failure or adverse weather.

## **7. Horses**

7.1 The customer will have no rights concerning the ownership of the horse used in this package. All horses will remain in the ownership of FIRG at all times.

7.2 Horses can suffer injuries travelling to and prior to racing. In addition ground conditions can change prior to racing that may affect the horse's ability to take part in the planned race. The customer accepts that this can occur and should this happen it would not affect the hospitality package, which will remain in place. However a partial refund for the horse element of the package may be made entirely at the discretion of FIRG. However no responsibility will be accepted for any loss/distress financial or otherwise in such circumstances.

## **8. Feedback**

8.1 We welcome your feedback of the day. If you encounter a problem on the day, please immediately bring it to the attention of the hospitality host or FIRG at the racecourse so that they have a chance to put matters right.

8.2 If you have attempted resolution but the problem was not resolved on the day, please e-mail us within a week of the hospitality/race day with the details, including who you spoke to on the day. We will be happy to take the matter up, investigate and respond to you.

## **9. Liability**

9.1 Subject to Clause 9.4, FIRG shall not be liable to the Customer in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement for (a) any loss of revenues, loss of profits, loss of business or anticipated savings, loss of goodwill and/or reputation or loss arising out of business interruption (whether such losses are direct or indirect) or (b) any indirect or consequential loss or damage.

9.2 Subject to Clause 9.4, FIRG shall not be liable for:

(a) any injury whatsoever to the Customer or his Guests, nor for any loss or damage to or theft of their property howsoever such injury, loss or damage may be caused; or

(b) any damage, loss, delay or expense incurred by the Customer owing to any event beyond FIRG's control as defined in Clause 6.3. FIRG's total liability if such an event arises shall be to use reasonable endeavours to make alternative arrangements, including rearrange the hospitality for another race meeting (if applicable, notwithstanding Clause 6.4) at the next best alternative date or providing alternative hospitality facilities at the racecourse pursuant to Clause 5.2.

9.3 The Customer shall be responsible and reimburse FIRG for any loss, damage, costs and expenses (including, without limitation, loss of profits), that the Customer or his Guests cause,

whether within the Hospitality Facility or elsewhere within the racecourse. In the event that the Customer causes such damage or loss, FIRG shall be entitled to invoice the Customer and the Customer shall pay such invoice immediately.

9.4 Nothing within this Agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence or for any loss, damage, costs and expenses caused by an act of fraud or which may not lawfully be excluded.

## **10. General**

10.1 These terms and conditions, the Booking Confirmation and the Hospitality Rules and Regulations shall be incorporated into the Agreement between FIRG and the Customer.

10.2 The Customer shall not assign, transfer or sell the Hospitality Package or tickets to any third party.

10.3 This Agreement (and any documents referred to in these Terms and Conditions) sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement. The Customer acknowledges that he has entered into this Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this Agreement and, save as expressly set out in this Agreement, FIRG shall have no liability in respect of any representation, warranty or promise made prior to the date of this Agreement unless such representative, warranty or promise was made fraudulently.

10.4 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, be left at, or sent by first class post or facsimile to FIRG's Office details of which are given in the Booking Confirmation.

10.5 No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

10.6 No failure or delay by FIRG to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

10.7 No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

10.8 This Agreement shall be governed by the laws of England and Wales and each of the parties irrevocably submits to the exclusive.