

First Impressions Racing Group (“FIRG”) TERMS AND CONDITIONS FOR OWNING A RACEHORSE FOR THE DAY

The placing of an order constitutes your acceptance of FIRG Terms & Conditions of trading but does not constitute the creation of a contract. FIRG reserves the right to decline to process an order for any reason whatsoever. The contract is between you and FIRG, once the order has been processed and your payment received.

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 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 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 as set out in Clause 3.

2.4 FIRG reserves the right not to release any documents, passes, or badges 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 and the Customer shall compensate FIRG for any direct damage, costs or loss suffered by it as a result of the cancellation.

Cancellation Notice	Fee
Cancellation more than one (1) week before the Race Date and before Part One of the experience	Nil % of the Total Price
Cancellation more than one (1) week before the Race Date, but after Part One of the experience	15% of the Total Price
Cancellation less than one (1) week but before two (2) days of the Race Date	20% of the Total Price
Cancellation less than two (2) days before the Race Date	100% of the Total Price

3.2 In the event that the cancellation is accepted by FIRG the balance, after the deduction of the above charges, as shown in Clause 3.1 will be refunded to the Customer.

4. Jockey

4.1 The Customer acknowledges that FIRG will do their utmost to meet your request of a particular jockey(s), but where the jockey is not available or, it is not in the best interest of the horse, the customer accepts that the trainer will make the final decision.

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 date and 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 experience.

6. Cancellation of racing during the day

6.1 The Customer acknowledges that the commencement and/or duration of any race meeting is dependent upon the weather and other factors that are outside the control of FIRG.

6.2 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 or adverse weather.

6.3 If for any of the above reasons, as stated in clauses 6.1 & 6.2, racing is interrupted, suspended or cancelled partway through the meeting, before or after the horse has run, the customer will accept that this can occur and no refund for the experience will be made. 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 racing being cancelled.

7. Owners and Trainers Badges

7.1 A list of all names attending the experience will be given to FIRG on the Booking Proposal Form. Any amendments to that list must be received by FIRG at least 2 days before the date of the race meeting. The owners and trainers badges are collected from the "Owners and Trainers" entrance on the day of the races.

7.2 Each person must wear the owners and trainers badge at all times and the customer will accept that entrance to some parts of the course may be stopped if the badge is missing.

7.3 No liability is accepted by FIRG in the event that a Guest is denied entry to any part of the racecourse as a result of the Customer's or any Guest's failure to comply with Clause 7.2.

7.4 The Customer shall be responsible at all times for the conduct of his/her guests and shall also be responsible for the acts and submissions of himself and his guests whilst at the racecourse, ensuring his guest comply with the racecourse rules and regulations.

8. Horses

8.1 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.

8.2 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 refund 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.

9. Feedback

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

9.2 If you have attempted resolution but the problem was not resolved on the day, please e-mail us within a week of the 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.

10. Liability

10.1 Subject to Clause 10.4, 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.

10.2 Subject to Clause 10.4, 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 6.2. FIRG's total liability if such an event arises shall be to use reasonable endeavours to make alternative arrangements for another race meeting (if applicable, notwithstanding Clause 6.3 where no refund will be made) at the next best alternative date

10.3 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 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.

10.4 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.

11. General

11.1 These terms and conditions, the Booking Confirmation shall be incorporated into the Agreement between FIRG and the Customer.

11.2 The Customer shall not assign the experience to any third party.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

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