

**GENERAL TERMS AND CONDITIONS OF ENTRY TO THE BLENHEIM PALACE INTERNATIONAL HORSE
TRIALS PRESENTED BY THE JOCKEY CLUB**

(ENTRY CONTRACT)

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**TERMS AND CONDITIONS OF ENTRY TO THE BLENHEIM PALACE INTERNATIONAL
HORSE TRIALS PRESENTED BY THE JOCKEY CLUB
(ENTRY CONTRACT)**

IMPORTANT – PLEASE READ

- These terms and conditions of entry ("**Conditions**") apply to **all** persons ("**Attendee**" or "**you**") entering the Blenheim Palace International Horse Trials and grounds (known as "**BPIHT**"). These Conditions are issued by Jockey Club Racecourses (**JCR** or 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 BPIHT.
- **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 BPIHT. If you attend BPIHT in any capacity other than as a private individual, you must also agree to a set of Special Conditions, which will apply in addition to the Conditions. The Special Conditions are available on the website.
- 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 BPIHT shall be deemed to have accepted all rules and regulations published by Blenheim Palace and/or the Operator.
- Entry to BPIHT shall be at our discretion. We reserve the right to refuse entry to or expel any person from BPIHT in accordance with these Conditions.
- Children under the age of 18 years must be accompanied by an adult.
- 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 trials competition data for commercial purposes (whether or not you receive payment in return). Please see Condition 10.
- Our liability under these Conditions is limited. Please see Condition 14.
- We reserve the right to search you and your belongings at any time whilst you are at BPIHT. If you refuse a request to search you or your belongings, we might require you to leave BPIHT.
- Where alcohol may be brought on site as part of a picnic. The picnic must be substantial and the alcohol must be in line with the size of the group. Alcohol is limited to half a 750ml bottle of wine, champagne or Prosecco per person or four cans of beer, cider or pre-mixed aperitifs. Spirits or similar will not be allowed at BPIHT.

The following Conditions apply to all Attendees:-

1. The Effect of these Conditions and Variations

- 1.1 All Attendees who enter BPIHT (including all surrounding land, car parks, camp sites and camping areas, 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 BPIHT strictly subject to these Conditions. There are no exceptions.
- 1.2 Whilst these Conditions are intended to be comprehensive, Attendees are admitted to BPIHT 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 BPIHT at our discretion and must conduct themselves at BPIHT 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 ("**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 reasonable steps to bring any Variations to your attention.

2. Badges and Other Entitlements to Enter BPIHT

- 2.1 Badges, tickets (including e-tickets) and other entitlements (each a "**Ticket**" for the purposes of these Conditions) to enter BPIHT shall only be purchased or allocated by an authorised source approved by the Operator.
- 2.2 The contract for purchase of a Ticket starts once the Operator has confirmed the purchase and ends immediately after the completion of the event for which the ticket was purchased. All purchases are subject to payment card verification and other security checks and the transaction may be cancelled if it has not passed the Operator's verification process.
- 2.3 The Attendee agrees not to obtain or attempt to obtain any Tickets through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. The Operator reserves the right to cancel any transaction which they reasonably suspect to have been made in breach of these provisions without any notice to you and any and all items including Tickets purchased as part of such transaction will be void.
- 2.4 The Operator reserves the right to cancel bookings which we reasonably suspect to have been made fraudulently.
- 2.5 Purchases from the Operator may be subject to a "per item" handling fee and booking fee.
- 2.6 The price of Tickets may vary as it is set according to demand at the time of purchase. You pay the price displayed on our website at the time you make your purchase but the price of similar Tickets may increase or decrease after you have made your purchase. You will not be entitled to a refund if the price of Tickets subsequently falls.
- 2.7 Whilst the Operator tries to ensure that all prices on our website are accurate, errors may occur. If an error in the price of the item that is ordered is discovered, the Operator we will inform you as soon as possible and give you the option of reconfirming the order at the correct price (and credit or debit your account as applicable) or cancelling the order. If the Operator is unable to contact the purchaser, the order shall be treated as cancelled. If the purchaser chooses to cancel after you have already paid the incorrect price, you will receive a full refund from us.
- 2.8 Once a Ticket is purchased the Attendee is not entitled to cancel the purchase.
- 2.9 Advertised start times of events are subject to change.
- 2.10 If the Attendee has any special access requirements or concerns about any special effects (for example lighting, sound, audio-visual or pyrotechnic effects), please discuss any such issues before purchasing the Tickets with us by contacting 0344 5793019. The Operator will use reasonable efforts to assist with any such special access requirements or concerns.
- 2.11 Badges 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 transaction 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).
- 2.12 Any Ticket obtained in breach of Condition 2.11 shall be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, BPIHT without refund and may be subject to legal action.
- 2.13 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.
- 2.14 The Operator may retain records of any suspected misuse of Tickets or other documents or entitlements to enter BPIHT and may share those records with the police or other relevant authorities.
- 2.15 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 BPIHT.
- 2.16 These Conditions apply in addition to any other terms and conditions imposed on badge 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.
- 2.17 No refund shall be given in respect of any unused part of any Ticket.
- 2.18 Except for circumstances where we offer you refunds in accordance with Condition 16 or any Annex, we regret that Tickets cannot be exchanged or refunded after purchase.
- 2.19 You must show your Ticket to the Operator on demand. If you fail to bring your Ticket to a trials competition day, you will have to pay the full daily admission price for the relevant enclosure (if any) applicable on the day.
- 2.20 Attendees must ensure that badges are securely attached to their clothing/bags and visible at all times whilst present at BPIHT.
- 2.21 Any persons being seen or suspected of purchasing Tickets from an unauthorised source – such as Ticket Touts – will be refused entry into BPIHT.

3. Lost or Stolen Badges and Tickets

- 3.1 We accept no responsibility for lost or stolen Tickets. We are not obliged to replace lost or stolen Tickets.
- 3.2 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 BPIHT does not constitute guaranteed entry to BPIHT, any particular area of BPIHT or any specific building or facilities. We reserve the right to refuse or condition access to areas of BPIHT from time to time and on a temporary or permanent basis.
- 4.2 Unless we give specific information, you are prohibited from entering the stables area and any and other areas marked private, 'officials only', or to which we may otherwise restrict access from time to time.
- 4.3 Children aged under the age of 18 must be accompanied by a full paying responsible adult (18 or over). You are responsible for each child that you bring to BPIHT and shall ensure each child complies with these Conditions.
- 4.4 Your Ticket may entitle you to access only certain areas of BPIHT and may, therefore, restrict access to certain other areas of BPIHT including the various enclosures and hospitality areas. Where a Ticket restricts access to some or all

enclosures and hospitality areas, transfers between enclosures may be possible on the day of attendance. Transfers will be subject to application at the Information Desk.

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

5. Conduct of Attendees

- 5.1 We reserve the right in our absolute discretion at any time without prior notice to refuse admission to or expel and/or ban any Attendee who, in our opinion:
- a. has breached or is likely to breach these Conditions;
 - b. has or is likely to commit a criminal offence or otherwise do anything which is unlawful;
 - c. behaves or is likely to behave in an unacceptable or unruly manner or in a manner likely to cause offence to other Attendees; and/or
 - d. is abusive in any form towards the staff of the Operator or BPIHT.
- 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 BPIHT at all times. Failure to do so may result in expulsion from BPIHT without any refund.
- 5.3 In the interests of safety, or to check for items you are prohibited from bringing to BPIHT, 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 BPIHT any Attendee who refuses to comply with such a request.
- 5.4 The following items must not be brought to BPIHT:
- a) Knives, weapons;
 - b) Corkscrews or sharp objects;
 - c) Hoax items;
 - d) Pyrotechnics including laser devices, flares and fireworks;
 - e) Rope;
 - f) Megaphones/sound systems or air horns;
 - g) Large flags/banners/selfie sticks;
 - h) Unidentifiable canisters (including smoke canisters or nitrous oxide);
 - i) Helium balloons;
 - j) BBQs;
 - k) Professional filming or photographic equipment; and
 - l) 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 BPIHT, and/or be deemed a safety risk to the event.

We shall be entitled to refuse entry to or expel and/or ban from BPIHT any Attendee with such items in their possession.

- 5.5 The following are prohibited at BPIHT:
- a) Flags, banners and other articles and any behaviour which may distract or frighten the horses;
 - b) Unauthorised small unmanned aircraft, drones, aerial systems 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;

- 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 BPIHT property;
 - h) Any item which may be used for any marketing or promotional activity whatsoever which has not been expressly authorised by the Operator in writing;
 - i) Smoking or using e-cigarettes in any designated "No Smoking" areas;
 - j) Fancy dress unless within certain authorised enclosures and subject always to Condition 5.5(k), below;
 - k) Offensive clothing and slogans on the clothing that would be deemed inappropriate to others of different sex, age, race, religious beliefs and political slogans;
 - l) Non medicinal drugs, narcotics and other illegal substances; and
 - m) Cycling once within the BPIHT site. Attendees are encouraged to cycle to BPIHT but must dismount when within the BPIHT site.
- 5.6 All internal areas of BPIHT are "No Smoking" areas. Smoking and E-cigarettes may be used in permitted outdoor areas only and are not permitted in any indoor area of BPIHT.
- 5.7 From time to time, we may close crossings for safety reasons. Attendees are prohibited from attempting to cross any closed crossing or attempting to cross the competition areas other than at an open crossing.

6. Dress Code

- 6.1 We may at our discretion implement a dress code for particular trials competition days, for specific enclosures on trials competition days and/or any other areas of BPIHT where a particular dress code is required.
- 6.2 All Attendees must comply with the dress code for each trials competition day, for each enclosure and/or any other areas of BPIHT where a dress code may be in force from time to time.
- 6.3 We reserve the right to refuse an Attendee access to any area of BPIHT where a dress code is in force with which the Attendee is not complying.
- 6.4 Attendees must not wear any clothing which may appear partisan or which may cause offence to others.

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

- 7.1 Only those Attendees who have been given express prior permission by the Operator to trade, advertise, distribute leaflets, charity collect or conduct any other commercial or promotional activities at BPIHT may do so.
- 7.2 Trading, advertising, leafleting and commercial or promotional activities by all other Attendees is strictly prohibited. This prohibition extends to and includes –
- a) Any unauthorised Ticket 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 trials competition which has not been expressly permitted in advance by the Operator.
- 7.3 We reserve the right to confiscate any equipment, stock or other materials in the possession of any Attendee whilst at BPIHT who is, or whom we reasonably believe to be involved in unauthorised trade, advertising, leaflet distribution or

- other commercial or promotional activities.
- 7.4 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.
- 7.5 If any unauthorised advertising or other sponsorship, promotional or marketing material is distributed to Attendees outside BPIHT (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 BPIHT.

8. Betting

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

9. Food and Drink

- 9.1 Attendees are permitted to bring picnics to BPIHT which are to be consumed within the designated picnic area(s).
- 9.2 Anyone with special dietary requirements is advised to contact us beforehand to arrange a special dispensation on the ruling.
- 9.3 All bottles/cartons including soft drinks, where allowed must be sealed on entry to the premises. Unsealed bottles will be refused entry or swapped for a sealed bottle of water.
- 9.4 We encourage the use of picnic rugs and allow Attendees to bring a reasonable number of tables, chairs, gazebos or other items of furniture to BPIHT to enjoy a picnic in proximity to your vehicle.
- 9.5 Barbecues are not permitted at BPIHT.

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 BPIHT. Use of cameras, video equipment, laptop and other computer equipment, mobile telephones and other telecommunications devices at BPIHT 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 BPIHT.

- 10.1 You shall not use any device or technology to capture, record, store, transmit or broadcast any data relating to any trials competition-related activity at BPIHT, unless you are expressly permitted to do so by Condition 10.4.
- 10.2 In particular, you must not capture, record, store transmit (including live stream):
- a) Any pictures of horses preparing for a trials competition – including but not limited to pre-parade riding, Saddling boxes and Parade Ring as relevant;
 - b) Any pictures of riders preparing for a trials competition – including but not limited to Weighing Room and Parade Ring as relevant;

- c) Any trials competition at BPIHT – this includes either “live” or pictures from the on-course CCTV;
 - d) Any data relating to any trials competition – e.g. odds, results, etc;
 - e) Any activities in integrity areas (i.e. areas with limited access to the Operator, the International Federation for Equestrian Sports (the “FEI”) and designated staff at BPIHT) – including but not limited to Weighing Room, Judges Box, Stables and any area signed ‘officials only’ as relevant; or
 - f) Any artist or other performance.
- 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.
- 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 trials competition 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 shall be assigned to us on creation. 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.
- 10.6 Unless specifically permitted by these Conditions, you shall not use mobile telephones or any other communications device whilst at BPIHT to communicate with anyone outside BPIHT for the purpose of or in connection with any betting.
- 10.7 You may use mobile telephones or any other communications device whilst at BPIHT to connect to the BPIHT Wi-Fi where it is generally made available to Attendees by the Operator.
- 10.8 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.
- 10.9 Unless you are an accredited member of the media with permission sought through the Press Office before arrival, you are not allowed to use a ‘professional’ camera (i.e. one with a substantial detachable lens) at BPIHT. Compact digital cameras and mobile phones however are acceptable photographic equipment and are acceptable to use at BPIHT.

11. Journalists, Publishing and Reporting

- 11.1 You are not permitted to report on, broadcast or otherwise write any article about BPIHT.
- 11.2 You will need to enter into a supplementary agreement with the Operator if you wish to undertake any press or associated activities at BPIHT.

12. Media Coverage and recording for promotional purposes

- 12.1 All Attendees (which for the purpose of this Condition includes horses and Attendees with children) are reminded that many trials competitions are given coverage on television, radio, in print and various other forms of media. By

- entering BPIHT you accept (for yourself and on behalf of any horse or children in your care) that you/they may appear in such coverage which may also include printed or electronic material used for promotion of BPIHT.
- 12.2 Accordingly, you shall have no right to object to, or demand any payment in respect of, you, your horse's or your children's inclusion in any such coverage whether produced by the Operator or by third parties authorised by the Operator.
- 12.3 Furthermore by entering BPIHT you consent (for yourself and on behalf of any children in your care) to the passing of still or moving images of you/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 BPIHT.
- 12.4 You acknowledge that, on request, you will give an 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. Dogs

- 13.1 Dogs are permitted at BPIHT provided that they must be kept on leads at all times and must not be allowed to foul anywhere at BPIHT. Dog owners must immediately clear up any fouling by their dog. We reserve the right to require any Attendee to leave BPIHT as a result of any failure to comply with this clause 13.1.
- 13.2 To the extent we are legally able to do so, we reserve the right, if necessary, to force entry into a car to release animals which may be suffering.

14. Loss, Damage and Liability

- 14.1 Any property brought to BPIHT by an Attendee remains at all times at the entire risk of the Attendee. We will not be liable 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 the negligence of our employees.
- 14.2 You must not leave any bags or other items of personal property unattended at BPIHT. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found at BPIHT, shall be retained for a period of 30 days following their discovery. During this period You may collect any item which belongs to You upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item that has not been collected by You, the Operator reserves the right to dispose of any such items as it sees fit without any further liability to You (not withstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.
- 14.3 Attendees must accept that, by its very nature, attending horse trials competitions is not without risk. Attendees must therefore remain vigilant and exercise a reasonable degree of caution and care for themselves and those around them at all times.
- 14.4 Subject to Conditions 14.5 and 14.6, we shall have no liability for any indirect or consequential loss, damage, costs or expenses, any loss of profits, loss of opportunity or loss of revenue whether foreseeable or not.
- 14.5 Nothing in these Conditions shall limit or exclude our liability in respect of death or personal injury caused by our own negligence or fraudulent act or omission or for any other liability which cannot by law be excluded or limited.
- 14.6 Nothing in these Conditions shall affect the statutory rights of any Attendee attending BPIHT as a consumer.
- 14.7 You are responsible for any damage you cause (or a child or dog in your care

- causes) to BPIHT, any fixtures and fittings or goods or equipment owned by or in the possession of the Operator at BPIHT and for any damage caused to the property of any other person or business present at BPIHT, including Blenheim Palace itself.
- 14.8 Personal arrangements including travel, accommodation or hospitality relating to the event which have been arranged by you are at your own risk. We will not be liable to you for any loss of enjoyment or wasted expenditure.
- 14.9 Our maximum liability to you in connection with the event (including, but not limited to, for any cancellation, rescheduling or material change to the event) and the item you have purchased, howsoever caused, shall be limited to the greater of:
- (a) the price paid by you for the item, including any per item service charge and including any per order handling fee; or
 - (b) £500.

15. Parking & Camping

- 15.1 All vehicles parked or stored at BPIHT, including any camp site or camping areas, and any land surrounding BPIHT managed by the Operator, are parked and stored at the owner's risk and the Operator accepts no responsibility for such vehicles.
- 15.2 All vehicles must be driven with utmost care whilst at BPIHT and all vehicle drivers must comply with all instructions of staff and other officials at BPIHT. Vehicles must only be driven along routes and parked in areas specifically designated by the Operator.
- 15.3 Where the Attendee has purchased a ticket or tickets allowing use of the camp site or camping areas at BPIHT, the Attendee shall follow all instructions of staff and other officials at BPIHT and shall comply with all rules and requirements of the camp site and camping areas as provided by the Operator or as otherwise notified to the Attendee. Any Attendee who has not purchased such a ticket are not permitted to enter the camp site or camping areas.
- 15.4 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 it is otherwise obstructing the smooth operation of BPIHT or represents a safety hazard.

16. Abandoned or Delayed Trials Competitions and Other Events Affecting Trials Competitions

- 16.1 Trials competitions may be abandoned at any time by the Operator or in accordance with directions from FEI and any successor body, the police or other emergency services. Trials competitions may also be delayed or abandoned in other circumstances beyond our reasonable control.
- 16.2 In the event of any trials competition being abandoned the refund policy is as set out in Annex A.
- 16.3 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on trials competition days (see Annex A).
- 16.4 Save as set out in these Conditions, we will have no further liability in relation to any abandoned or delayed trials competitions.
- 16.5 We give no guarantee that any trials competitions will take place; nor do we give any representation or warranty concerning the nature or quality of any trials competitions which may be held at BPIHT.
- 16.6 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, epidemic or other circumstances concerning the healthcare or well-being of humans and/or animals.

- 16.7 It is the responsibility of the Attendee to check whether trials competitions have been cancelled or rescheduled and the date and time of any rescheduled trials competitions.

17. Ancillary Events

- 17.1 In addition to trials competitions, other events may be scheduled to take place at BPIHT on a trials competition day (an "**Ancillary Event**").
- 17.2 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.
- 17.3 In the event that any Ancillary Event is delayed, cancelled or re-scheduled, the refund policy as set out in Annex A shall apply.
- 17.4 In the event that a refund is due to an Attendee pursuant to the Operator's refund policy, refunds cannot be made on competition days. To obtain a refund Attendees should send their Ticket with full address details, within 1 month of the trials competition date to the Operator.
- 17.5 We give no guarantee that any Ancillary Event will take place. Where an Ancillary Event is cancelled or rescheduled, 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 the responsibility of the Attendee to check whether an Ancillary Event has been cancelled or rescheduled and the date and time of any rescheduled Ancillary Event.
- 17.6 Save as set out in these Conditions, we will have no further liability in relation to any cancelled, delayed or re-scheduled Ancillary Event.

18. Payment Terms

- 18.1 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.
- 18.2 We reserve the right to deny entry to any person who has not paid us in full for a Ticket, badge or any other form of entry (including hospitality and package).

19. Evacuations

- 19.1 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 and via other communication systems.
- 19.2 Any emergency should be reported immediately to a member of staff.

20. Enforcement

20.1 No failure or delay to enforce our rights under these Conditions, should be construed as a waiver of the Operator's right to do so.

21. Law

21.1 These Conditions shall be governed by the laws of England and Wales/Scotland.

21.2 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 England and Wales/Scotland shall have exclusive jurisdiction.

**Annex A:
Abandonment Policy & Refund Procedure**

BPIHT Regulations and Notices

- 1 The Operator may abandon trials competitions;-
 - 1.1 Where so directed by British Eventing, the police or emergency services or their respective servants or agents; or
 - 1.2 In any emergency or other exceptional circumstances beyond the reasonable control of the Operator
 - 1.3 In the event of trials competitions being abandoned, only the face value of the Ticket will be refunded and the Operator will not be liable for any further loss of money or expenses incurred.
 - 1.4 The Refund policy is only applicable to Tickets purchased from our authorised sellers.
 - 1.5 Refunds on badges or Tickets purchased will only be paid in the following circumstances:

Standard Competition Day

- (a) Abandonment before first competitor competes: a full refund will be given
- (b) Abandonment before 1pm: a 50% refund will be given
- (c) Abandonment thereafter: no refund will be given

Where the Attendee has purchased multi-day tickets, refunds will be applied on a pro-rata basis to days affected by an abandonment only. No refund will be due in respect of the ticket value for any unaffected day.

No refunds can be issued on the day.

Where the Operator has agreed to a refund, in order to obtain this, Attendees should follow the procedure below:

- a. If Tickets, badges or car park/camping labels were purchased in advance via the ticket hotline, the internet or by post, by Debit/Credit Card an automatic refund will be made to the original payment method.
- b. If Tickets, badges or car park/camping labels were purchased in advance by any other means, or your card has expired for any reason, we will contact you regarding your refund.
- c. If Tickets, badges or car park/camping labels were purchased on the same day as their use, in order to obtain a refund Attendees should send their Ticket to the Operator with full customer contact details within 28 days of the date of use
- d. A refund will then be processed and returned to the customer accordingly.
- e. Hospitality clients should contact us on the number provided to them.
- f. Any queries should always be directed to the Operator in the first instance.

**Annex B:
COVID-19 Code of Conduct**

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ATTEND BPIHT OR ENTER INTO ANY NEW CONTRACT WITH JCR. THESE TERMS TELL YOU ABOUT IMPORTANT INFORMATION AND TERMS THAT WILL APPLY DURING THE COVID 19 CRISIS. IF YOU HAVE ANY CONCERNS OR QUESTIONS, PLEASE CONTACT JCR

1. Application

- a. These Covid T&Cs shall apply to all events (whether trials competition related or not) operated by JCR that take place at BPIHT after the Effective Date until further notice in writing from JCR.
- b. Where you are a party to an existing JCR Contract entered into prior to the Effective Date, then these Covid Terms shall be treated by the parties as a variation to such JCR Contract.
- c. If there is any inconsistency between any of these Covid T&Cs on the one hand and the terms of your JCR Contract(s) on the other then these Covid T&Cs shall prevail in preference to the terms of your JCR Contract.
- d. Unless explicitly varied by these Covid T&Cs, the terms of your JCR Contract(s) shall continue to apply in full.

2. Interpretation

In these Covid T&Cs references to the terms below shall have the following meaning:

"Code of Conduct" means the Supplementary Conditions - COVID-19 Code of Conduct which supplements the Terms and Conditions of Entry to the BPIHT presented by The Jockey Club, the current version of which is appended to these Covid Terms, as amended by JCR from time to time.

"Covid 19 Reason" means where the cancellation of a JCR Contract or abandonment of a trials competition, trials competition day or meeting is caused by any Legal Requirement or where JCR, in its absolute discretion, decides that the JCR Contract conference, event or trials competition, trials competition day or meeting either cannot be performed or run safely or is not economically viable.

"Effective Date" means 28 April 2021.

"FEI" means the International Federation for Equestrian Sports.

"JCR Contract" means any contract whatsoever you may have with JCR that governs the supply to you by JCR after the Effective Date of any entry to BPIHT, facilities, catering or other services whatsoever at BPIHT whether related to trials competitions or otherwise including, without limitation, any of the following contracts: the "General Terms and Conditions of Entry" to BPIHT, entry tickets, and any contract for the provision of hospitality or other conferences or events.

"JCR" means Jockey Club Racecourses Limited (Company No: 02909409).

"Legal Requirements" shall mean laws, regulatory requirements, government order or any actions, recommendations, guidance, announcements or restrictions whether made by a government body, authority, public health organisation or other similar official body including the FEI and Public Health England.

"Long Term Contract" means any contract which entitles the contracting party as a minimum to entry into more than one trials competition day or other multi day conference or event at BPIHT.

"You", "Your" means any person who is a party to a JCR Contract.

3. Supplemental Terms

- a. **Cancellation during Covid 19 crisis.** JCR may, in its absolute discretion, end any JCR Contract at any time by writing to you (including by email or via our websites). JCR shall not be obliged to provide reasons for any such cancellation and save for providing a refund as set out below shall have no other liability or obligation whatsoever to you arising from any such cancellation.
- b. **Refund rights in event of cancellation by JCR where your JCR Contract is for a single day event.** In the event that JCR cancels a JCR Contract in accordance with clause 3 (a) above in respect of a single day event only then:
 - i. it shall provide a refund of any amounts which you have already paid in respect of the applicable JCR Contract less any applicable deduction set out in clause 3 (b) (ii);
 - ii. where the cancellation has been caused by a Covid 19 Reason, then JCR reserves the right to deduct from any such refund an amount equal to what JCR decides, in its absolute discretion, is your reasonable share of any unavoidable costs that JCR has to pay in connection with your JCR Contract or the related event;
 - iii. you shall not be obliged to pay any further amounts in respect of the applicable JCR Contract.
- c. **Refund rights for Long Term Contracts where there is a cancellation of part of a conference or event or an abandonment of a trials competition, trials competition day or meeting by JCR.**
 - i. JCR may, in its absolute discretion, cancel part of a conference or event or abandon any trials competition, trials competition day or meeting at any time by writing to you (including by email). JCR shall not be obliged to provide reasons for any such cancellation or abandonment and, save for providing a refund as set out below, shall have no other liability or obligation whatsoever to you arising from any such cancellation or abandonment.
 - ii. Where the cancellation of part of a conference or event or the abandonment of any trials competition, trials competition day or meeting by JCR is caused by a Covid 19 Reason then if you are a party to a Long Term Contract JCR shall pay a refund to you in accordance with clause 3 (c) (iii).
 - iii. JCR shall, in its absolute discretion, determine the refund due under clause 3 (c) (ii) taking into account the relative value of the trials competition days or part of the conference or event which has been cancelled or abandoned against the entire conference or event or, as applicable, all the trials competition days available within the Long Term Contract and your reasonable share of any unavoidable costs that JCR has to pay in connection with the cancelled or abandoned event.
- d. **JCR's right to amend JCR Contracts.**
 - i. JCR may, in its absolute discretion, vary any space, facilities, the maximum allowed attendee numbers, any fees or charges or any other term specified in your JCR Contract to reflect changes in or to comply with any applicable Legal Requirements.
 - ii. To the extent that any such variation shall cause an increase in the fees or charges payable under your JCR Contract (for example if a larger space is required to safely operate the event in accordance with the Legal Requirements) JCR will write to you to confirm this change

("Change Notice"). You may end this Agreement and request a refund of any fee or charges already paid by providing notice in writing to JCR within 7 days of the date of such Change Notice or if earlier by at least 5 days before the applicable event.

- iii. JCR shall be entitled to deduct from any such refund an amount equal to what JCR decides, in its absolute discretion, is your reasonable share of any unavoidable costs that JCR has to pay in connection with the cancellation of your JCR Contract or the related event.
- iv. IF YOU DO NOT END THE APPLICABLE JCR CONTRACT WITHIN THE TIME SPECIFIED IN CLAUSE 3 (d) (ii) THEN YOU SHALL BE DEEMED TO HAVE ACCEPTED THE CHANGES TO YOUR JCR CONTRACT (INCLUDING ANY INCREASED CHARGES) AS SET OUT IN THE CHANGE NOTICE.
- v. Your rights as set out in this clause 3 (d) shall constitute your sole remedy arising from any variation of your JCR Contract in accordance with this clause and JCR shall have no further liability to you whatsoever arising from any such changes.

e. Customer's right to Cancel

- i. This clause sets out your right to, as applicable, cancel all or part of a JCR Contract in the event that JCR has not exercised any of its rights to cancel or abandon all or part of your JCR Contract. If JCR does exercise any cancellation or abandonment right then this clause shall not apply.
- ii. If you or any other Critical Attendee (defined below) is unable to attend an event covered by your JCR Contract for a Valid Reason (defined below) then you shall be entitled by providing notice in writing to JCR (such notice to include reasonable evidence of the applicable Valid Reason) to elect to either:
 - i) cancel the applicable JCR Contract which involves a single day event only (excluding Long Term Contracts) in full and receive a full refund;
 - ii) where your JCR Contract involves a single day event only and you wish it to continue without the applicable Critical Attendee, to vary the JCR Contract to reduce the number of attendees and receive a partial refund, calculated on a pro rata basis by comparing the number of attendees who are unable to attend the event for a Valid Reason by the total number of persons in the contracted party; or
 - iii) where your JCR Contract is a Long Term Contract, to vary that Long Term Contract by the removal of a day(s) and receive a partial refund which will be calculated by JCR, in its absolute discretion, taking into account the relative value of the trials competition day or part of the conference or event which has been removed against the entire conference or event or, as applicable, all the trials competition days available within the Long Term Contract; or
 - iv) instead of requesting a refund, move your booking to a later date or, where you are a party to a Long Term Contract, to vary that contract by replacing the day on which the Critical Attendee(s) cannot attend with an equivalent date in the future selected by JCR.
- iii. JCR may request you to provide further evidence of any applicable Valid Reason and reserves the right to reject any election made under this

clause 3 (e) if JCR believes, acting reasonably, that insufficient evidence of a Valid Reason has been provided.

- iv. For the purpose of this clause:
 - i) A "Critical Attendee" is either the party to the JCR Contract or, for Group Contracts, the person who is hosting the other attendees to the applicable event;
 - ii) A "Group Contract(s)" is any JCR Contract which provides for the entrance of more than one person to the applicable event.
 - iii) A "Valid Reason" means where you or another Critical Attendee either:
 - a. is incapacitated with Covid 19; or
 - b. have been told to shield or are self-isolating following applicable Legal Requirements.
- f. **Conditions of Entry.** JCR reserves the right to impose such new conditions of entry into BPIHT as it, in its absolute discretion, considers necessary to comply with Legal Requirements, for example JCR may at its discretion undertake health screening prior to your attendance at BPIHT. JCR shall use all reasonable endeavours to inform you of these conditions in advance and reserves the right, without penalty or liability, to refuse entry or to eject you from BPIHT if these conditions are not complied with.
- g. **Social distancing and other Legal Requirements.** It is your responsibility to, and to procure that any Attendees that you have invited to any event at BPIHT, act responsibly and in accordance with any Legal Requirements and the Code of Conduct. JCR shall not be liable in any way for any illness or loss whatsoever arising from your failure to comply with this obligation. JCR reserves the right, in its absolute discretion and without penalty or liability, to deny entry to or eject from BPIHT any person breaching such Legal Requirements or the Code of Conduct.
- h. **Your responsibilities.** Everyone attending BPIHT has a duty to other event Attendees and JCR's staff and contractors and it is your responsibility to ensure that you and, as applicable, your Attendees do not attend any event at BPIHT if at the time of the applicable event you or any Attendee (or any member of your or their household or support bubble) are experiencing any Covid 19 symptoms as published by the government from time to time or have been told to self-isolate by the NHS test and trace programme or should not attend because of **Legal Requirements**
- i. **Behind closed doors competition.** JCR has the right to refuse entry to you at any event designated as "behind closed doors", unless you have been officially accredited by JCR to attend that event.
- j. **Restricted attendance numbers.** JCR has the right to refuse entry to you at any event where a capacity limit has been set by Legal Requirements and may at its absolute discretion define who can attend that event, if you are denied entry refunds would be calculated as set out in 3 (a) and 3 (b) above.
- k. **Restricted use of the facilities at BPIHT.** JCR has the right to refuse entry to designated areas or facilities which are closed or where a capacity limit has been set by Legal Requirements or the Code of Conduct.

4. Contact

If you have any questions about these Covid T&Cs please speak to your designated contact or email tandc@thejockeyclub.co.uk.

5. Code of Conduct.

SCOPE OF THIS CODE OF CONDUCT

- The following Supplementary Conditions - COVID-19 Code of Conduct (this "**Code of Conduct**") supplements the Terms and Conditions of Entry to the Blenheim Palace International Horse Trials presented by The Jockey Club, including any applicable Special Conditions (the "**Entry Contract**").
- This Code of Conduct should be read in conjunction with the Entry Contract. However, if any provision in this Code of Conduct conflicts with a provision in the Entry Contract, this Code of Conduct shall take precedence and shall modify the Entry Contract to the extent necessary to give effect to the relevant provision of this Code of Conduct.
- Unless stated otherwise, any terms used in this Code of Conduct shall have the meanings given to them in the Entry Contract.
- This Code of Conduct will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review this Code of Conduct each time they attend BPIHT.

COVID 19 Code of Conduct

It is important to us to protect the health and wellbeing of *all* attendees. We ask you to come BPIHT with us in that same spirit.

As part of the latest government advice and to protect everyone's health in light of the ongoing COVID 19 public health situation, we will require contact information and consent to our health code of conduct from everyone who visits BPIHT before they arrive, whether you're a visitor, guest, official, member of stable staff or a participant everyone will need to provide consent in advance. If you are the lead organiser or booker for your day with us, your guests accompanying you must also individually and directly consent with us in advance of their arrival.

This advance information will be used to plan for on the day operations at BPIHT and for track and trace or localised lockdown should it be required. *We ask you not to come to BPIHT if you feel unwell or are displaying symptoms of Covid 19. Non-compliance would result in a risk to public health and as such, non-compliance means you will not be granted access to BPIHT.*

Data will only be held in accordance with applicable law and will be removed after 21 days if you do not opt in to remain in contact with us.

For your own safety and that of your fellow attendees, you must observe and consent to the following before entering BPIHT:

- *It is against the law to attend in a party or gather as a group of more than permitted by the Legal Requirements from time to time.*
- You must not attend if you:
 - have any Covid-19 symptoms (fever, cough, loss or changed sense of smell)

- receive a positive Covid-19 test result
 - are required to self-isolate for travel or NHS contact and trace reasons
- Carry out your own personal health assessment and make sure that you are fit and well to attend, considering your own age, health status and clinical vulnerability.
- Check your travel arrangements are in place to travel to and from BPIHT you are visiting, refer to the latest guidance from public transport providers. We encourage spectators to walk or cycle to the event, where possible, failing which spectators are encouraged to use private transport.
- Know where your entry point is and, if an entry time is specified on your ticket, arrive in good time to go through all the necessary entry procedures (health questionnaire, identity validation, ticket check, bag search etc).
- Your temperature may be taken on entry.
- Ensure you maintain good hand hygiene at all times, use the hand sanitiser dispensers provided around the venue and avoid touching your face or any unnecessary surfaces.
- You must wear a face covering in all public covered areas, when not eating or drinking and especially when queueing, visiting toilets, walking along corridors etc.
- At all times and in all parts of BPIHT, you must observe 2m social distancing or 1m+ with mitigation with people not from your household or support bubble. Avoid hugs, handshakes and any contact with people not in your household or support bubble.
- Avoid face to face contact with others, when moving past other spectators, turn your back if you need to pass others.
- Do not mix with other people not in your household or support bubble.
- Avoid shouting, singing or celebrating as this increases the transmission risk.
- Follow all signage and instructions of stewards, staff or officials at all times.
- Make sure all walkways, corridors and doorways etc are clear before you walk through and do not stand in gangways or circulation routes.
- Do not enter any area if there is insufficient space to socially distance.
- Do not try to access other areas of BPIHT that your ticket does not allow you entry to.
- Minimise the amount of time spent indoors.
- Observe respiratory etiquette and always cover your mouth if needing to cough or sneeze.
- All payments inside the venue are contactless.