

EVENT CONTRACT AND TERMS & CONDITIONS

Terms & Conditions

These terms and conditions apply to all agreements for the supply of Motorsport and Racecourse Hospitality and for group accommodation, conferences, activity days, weddings, functions, exhibitions, golf days and other events supplied by Goodwood at its Venues to the exclusion of all other terms and conditions, including any which the Client may purport to apply or which may appear in any promotional literature.

In these conditions, the following terms have the following defined meanings. Other terms are defined when they are first used;

“Additional Items” means food, beverages, incidentals or other goods or services not provided for in the Agreement but which are made available upon request of the Client or the Client’s employees, sub-contractors, guests or delegates;

“Agreement” means the written agreement (for either Hospitality bookings, Venues bookings, or Motor Circuit bookings or all of them) made between Goodwood and the Client comprising the booking form and schedules and these terms and conditions;

“Booking” means the booking made under the Agreement between the parties, being either a booking for Hospitality, a Venues booking, a Motor Circuit booking or a booking for all of them;

“Client” or “Account” means the person, firm or company contracting with Goodwood and/or responsible for commissioning and payment of the Event;

“Deposit” means any initial deposit payment to secure the Booking (if required);

“Event” means the hospitality, event, activity or function specified in the Agreement;

“Contracted Number” means the anticipated number of guests notified by the Client to Goodwood, upon which the booking fee is calculated;

“Force Majeure reason” means a result of causes beyond a party’s reasonable control including (but not limited to) fire, floods, communicable disease, death of the Monarch, civil unrest, terrorism, strikes, delays in transportation, failure in utilities or services or inability to obtain any necessary information or consent from any authority;

“Goodwood” means the Goodwood contracting company named in the Agreement.

“Goodwood Company” means a group undertaking (as such term is defined in Sections 1161 and 1162 of the Companies Act 2006) of the Goodwood Estate Company Ltd;

“Hospitality” means all hospitality offered at the motorsport events (including but not limited to the Festival of Speed and Goodwood Revival) and at Goodwood Racecourse (including Glorious Goodwood, Race Days and non-race day events);

“Total Charge” means the total cost of the Event, to include the cost based on the Contracted Number (or any greater number subsequently notified by the Client to Goodwood) and any additional costs shown in the summary of charges in the Agreement;

“Working Days” means Monday to Friday, excluding Bank and Public holidays;

“Venues” means Goodwood House, the Goodwood Hotel, The Kennels, the Downs and Park Golf Courses, the Motor Circuit and buildings at the Goodwood Motor Circuit, Cass Sculpture Park, Hound Lodge, Goodwood Estate, temporary venues and any other venues owned by Goodwood other than the Racecourse.

Terms applicable only to Hospitality bookings

1. Bookings

1.1 All Bookings are provisional and non-binding until the Agreement has been signed by or on behalf of both parties. Upon execution of the Agreement all and any payments set out in the Agreement will become due and payable in accordance with the payment terms set out in the Agreement.

1.2 All Hospitality Bookings are subject to Goodwood’s event ticketing terms and conditions set out at <http://shop.goodwood.com/pages/terms-and-conditions>.

2. Payment

2.1. All prices quoted are exclusive of VAT unless otherwise stated.

2.2 Unless otherwise stated in the Agreement full payment of the Total Charge will be required upon execution of the Agreement.

2.3 Payment is due for all amounts as specified in the invoice and without set off or deduction. Any queries should not delay immediate payment of the outstanding balance. Queries must be referred to the finance department within seven days of receipt of invoice.

2.4 No allowance or refund can be made for any booked items set out in the Agreement schedules which are not actually taken up.

2.5 Payment must be made in GBP Sterling by cheque drawn on a UK clearing bank, a direct bank transfer or by provision of a valid authority to debit a credit or charge card. Cleared funds must be provided by the due date. Payments made by cheque drawn on a UK clearing bank must be made at least two weeks prior to the due date.

2.6 Time shall be of the essence for all payment obligations under this Agreement.

2.7 If any payment due under this Agreement is not received by the due date, Goodwood reserves the right to charge interest and administration fees pursuant to the Late Payment of Commercial Debts Regulations 2002.

2.8 Credit card payments may incur a handling fee of up to 1.9% of the total payments made (including VAT). There is no surcharge for payments made by debit card.

2.9 The Client shall be responsible for and shall pay for any Additional Items which shall be payable immediately at the Event when they are incurred. Any Additional Items which remain unpaid after the Event shall be invoiced by Goodwood and shall be paid by the Client within seven days of the date of invoice. Goodwood shall be entitled to request authorisation in respect of any Additional Items incurred by any employees, guests or delegates of the Client.

Cancellation by the Client

3.1 If the Client wishes to cancel the booking, this must be advised to Goodwood verbally in the first instance followed by written notice of cancellation to Goodwood's registered office ("the Cancellation Notice"). Notice of cancellation shall be effective, final and binding on the Working Day on which the Cancellation Notice is received. Any Cancellation Notice received out of the hours of 9.00am and 5.00pm shall be deemed to be received on the next Working Day.

3.2 Any postponement or part cancellation of any Event shall be considered as a full cancellation under this Clause 3.

3.3 Upon cancellation of a booking, Goodwood will charge a cancellation fee ("the Cancellation Fee"). The Cancellation Fee shall be a percentage of the Total Charge which will be calculated according to the number of clear days (excluding the date of receipt of the Cancellation Notice and the date of the Event) between the Cancellation Notice and the Event, as follows:

| | |
|--------------------|------|
| More than 12 weeks | 40% |
| Less than 12 weeks | 100% |

3.4 The Cancellation Fee payable under this Clause 3 is a genuine pre-estimate of the loss Goodwood will incur arising out of a cancellation. The actual losses incurred by Goodwood may be greater or less than the Cancellation Fee, which is payable whether or not Goodwood finds alternative business in respect of the cancellation.

3.5 In addition to the Cancellation Fee due the Client must reimburse Goodwood for any consequential or indirect expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make any consequential cancellation of its own arrangements with third parties in relation to the Event.

3.6 Goodwood may invoice the Client for any Cancellation Fee payable at any time after the cancellation and payment shall be due immediately.

Terms applicable only to Venues bookings

1. Bookings

1.1 All Bookings are provisional and non-binding until the Agreement has been signed by or on behalf of both parties. Upon execution of the Agreement all and any payments set out in the Booking become due and payable in accordance with the payment terms set out in the Agreement.

1.2 The Agreement shall specify the Contracted Number and the Client must inform Goodwood of any changes to these as soon as the Client becomes aware of any change. This must be advised to Goodwood in the first instance verbally, followed by written notice of change ("the Change Notice"). The Change Notice shall be effective, final and binding on the Working Day on which it is received. Any Change Notice received out of the hours of 9.00am and 5.00pm shall be deemed to be received on the next Working Day.

1.3 Goodwood permits shrinkage of the Contracted Number without any liquidated damage payment according to the number of clear days between the Notice of Change and the Event, as follows:

| | |
|---------------------------------|----------------------------|
| <u>No of clear days' notice</u> | <u>permitted shrinkage</u> |
| More than 90 days | 20% |

| | |
|--------------|-----|
| 90 – 61 days | 15% |
| 60 – 31 days | 10% |
| 30 – 7 days | 5% |
| 7- 0 days | 0% |

The Client will be liable for payment of any shrinkage in excess of these allowances. Goodwood will therefore require payment from the Client, as liquidated damages and not as a penalty, the difference between the appropriate percentage (that is, either 20%, 15%, 10%, 5% or 0% as the case may be) of the Contracted Number and the actual number of guests at the Event.

1.4 Where block bookings of bedrooms are made, the Client must notify guests to confirm their individual reservation by calling the Reservations department and providing their credit card details. Failure to confirm the reservation at least six weeks prior to the Event will result in the room(s) being released and ceasing to be available to the Client's guests. The terms of this Agreement including those relating to shrinkage, payment and cancellation will remain in full force and effect notwithstanding release of any room(s) by Goodwood.

1.5 Where applicable, in the case of bedrooms reserved either as a block booking or in conjunction with an Event, such bedrooms will be charged at the room rate specified in the Agreement (or, if no separate room rate is specified, at the standard room rate) for all nights booked even if the booking is not fully utilized for any reason (including early departure).

2. Payment

2.1 All prices quoted are exclusive of VAT unless otherwise stated.

2.2 Payment of the Total Charge shall be made according to the terms set out in the Agreement.

2.3 Payment is due for all accounts as specified in the invoice and without set off or deduction. Any queries should not delay immediate payment of the outstanding balance. Queries must be referred to the finance department within seven days of receipt of invoice.

2.4 No allowance or refund can be made for any booked items set out in the Agreement schedules which are not actually taken up.

2.5 Payment must be made in GBP Sterling by cheque drawn on a UK clearing bank, a direct bank transfer or by provision of a valid authority to debit a credit or charge card. Cleared funds must be provided by the due date. Payments made by cheque drawn on a UK clearing bank must be made at least two weeks prior to the due date.

2.6 Time shall be of the essence for all payment obligations under this Agreement.

2.7 The Client must pay the Deposit and any advance payment(s) as specified in the Agreement. Failure to pay these sums by the due date will result in the cancellation of the Booking, in which case the appropriate cancellation provisions of the Agreement will apply.

2.8 Any Deposit is non-refundable and cannot be off set against any other business booked.

2.9 Credit facilities with Goodwood may be obtained on application, subject to agreement by Goodwood. Credit facilities must be finalised at least two weeks prior to the Event. All amounts incurred against an agreed credit facility will be invoiced immediately after the Event. The Client shall pay all invoices on presentation on invoice. All agreed credit accounts may not exceed their credit limit at any time. If any credit limit is exceeded by the Client Goodwood may decline to commit to providing or to provide further facilities or supplies until a satisfactory arrangement for payment has been made.

2.10 If any payment due under this Agreement is not received by the due date, Goodwood reserves the right to charge interest and administration fees pursuant to the Late Payment of Commercial Debts Regulations 2002.

2.11 Credit card payments may incur a handling fee of up to 1.9% of the total payments made (including VAT). There is no surcharge for payments made by debit card.

2.12 The Client shall be responsible for and shall pay for any Additional Items which shall be payable immediately at the Event when they are incurred. Any Additional Items which remain unpaid after the Event shall be invoiced by Goodwood and shall be paid by the Client within seven days of the date of invoice. Goodwood shall be entitled to request authorisation in respect of any Additional Items incurred by any employees, guests or delegates of the Client.

3. Cancellation by the Client

3.1 If the Client wishes to cancel the Booking, this must be advised to Goodwood verbally in the first instance followed by written notice of cancellation to Goodwood's registered office ("the Cancellation Notice"). Notice of cancellation shall be effective, final and binding on the

Working Day on which the Cancellation Notice is received. Any Cancellation Notice received out of the hours of 9.00am and 5.00pm shall be deemed to be received on the next Working Day.

3.2 Any postponement or part cancellation of any Event shall be considered as a full cancellation under this Clause 3.

3.3 Upon cancellation of a booking, Goodwood will charge a cancellation fee ("the Cancellation Fee"). The Cancellation Fee shall be a percentage of the Total Charge (and, if any separate charge is payable in respect of room hire, of such room hire charge), which will be calculated according to the number of clear days (that is, excluding the date of receipt of the Cancellation Notice and the date of the Event) between the Cancellation Notice and the Event, as follows:

| | |
|------------------|------|
| Over 133 days | 10% |
| 133-91 days | 25% |
| 90 days-30 days | 60% |
| 29days-15 days | 80% |
| 14 days – 2 days | 90% |
| 2 days or less | 100% |

3.4 The Cancellation Fees payable under this Clause 3 are genuine pre-estimates of the loss Goodwood will incur arising out of a cancellation. The actual losses incurred by Goodwood may be greater or less than the Cancellation Fee, which is payable whether or not Goodwood finds alternative business in respect of the cancellation.

3.5 In addition to the Cancellation Fee due the Client must reimburse Goodwood for any consequential or indirect expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make any consequential cancellation of its own arrangements with third parties in relation to the Event.

3.6 Goodwood may invoice the Client for any Cancellation Fee payable at any time after the cancellation. The Client shall pay such invoice immediately.

3.7 In the case of block bedroom bookings of eight or more rooms on any one night, cancellation of some or all bedrooms reserved, either as a block booking or in conjunction with an Event, will incur a Cancellation Fee calculated as a percentage of the charges payable in respect of the bedrooms cancelled (or, if no separate room rate is specified in the Agreement, of the standard room rate) as set out in clause 3.3 above.

3.8 In the case of cancellation by the Client the Deposit is non-refundable.

3.9 Goodwood may at its discretion set off any Cancellation Fee which becomes payable against the Deposit but is not obliged to do so. If the Deposit exceeds the amount of any Cancellation Fee payable, then the balance shall not be refundable to the Client.

Terms applicable only to Motor Circuit bookings

1. Bookings

1.1 All Bookings are provisional and non-binding until the Agreement has been signed by or on behalf of both parties.

2. Payment

2.1. All prices quoted are exclusive of VAT unless otherwise stated.

2.2 A deposit is required which is non-refundable and cannot be off set against any other business booked.

2.3 Full prepayment will be required prior to the event in the following stages:

(a) A non refundable deposit of 25% of the Total Charge, which is due at the time of booking; and

(b) A balance after deduction of the deposit, which is due thirty (30) days prior to the Event date provided that if the date of the Event is within thirty days of the booking date, then the total amount due will become immediately payable.

2.4 Payment is due for all accounts as specified in the invoice and without set off or deduction. Any queries should not delay immediate payment of the outstanding balance. Queries must be referred to the finance department within seven days of receipt of invoice.

2.5 No allowance or refund can be made for any booked items set out in the Agreement schedules which are not actually taken up.

2.6 Payment must be made in GBP Sterling by cheque drawn on a UK clearing bank, a direct bank transfer or by provision of a valid authority to debit a credit or charge card. Cleared

funds must be provided by the due date. Payments made by cheque drawn on a UK clearing bank must be made at least two weeks prior to the due date.

2.7 Time shall be of the essence for all payment obligations under this Agreement.

2.8 If any payment due under this Agreement is not received by the due date, Goodwood reserve the right to charge interest and administration fees pursuant to the Late Payment of Commercial Debts Regulations 2002.

2.9 Credit card payments may incur a handling fee of up to 1.9% of the total payments made (including VAT). There is no surcharge for payments made by debit card.

2.10 The Client will be responsible for and shall pay for any Additional Items which shall be payable immediately when they are incurred. Any Additional Items which remain unpaid after the Booking shall be invoiced by Goodwood, which should be paid within seven days of the date of invoice. Goodwood shall be entitled to request authorisation in respect of any Additional Items incurred by any employees, guests or delegates of the Client.

3. Cancellation by the Client

3.1 If the Client wishes to cancel the Booking, this must be advised to Goodwood verbally in the first instance followed by written notice of cancellation to Goodwood's registered office ("the Cancellation Notice"). Notice of cancellation shall be effective, final and binding on the Working Day on which the Cancellation Notice is received. Any Cancellation Notice received out of the hours of 9.00am and 5.00pm shall be deemed to be received on the next Working Day.

3.2 Any postponement or part cancellation of any Booking shall be considered as a full cancellation under this Clause 3.

3.3 Upon cancellation of a Booking Goodwood will charge a cancellation fee ("the Cancellation Fee"). The Cancellation Fee shall be a percentage of the Total Charge, which will be calculated according to the number of clear days (that is, excluding the date of receipt of the Cancellation Notice and the first date of the Booking) between the Cancellation Notice and the first date of the Booking, as follows:

| | |
|-----------------|------|
| 85 days or more | 50% |
| 84 days or less | 100% |

3.4 If Goodwood are able to re sell the Booking the Client will be refunded such proportion of the Cancellation Fee that is equal to the sum that has been received for the replacement booking provided that in all cases any refund shall not exceed the Cancellation Fee. For the avoidance of doubt the sum refunded from the replacement booking shall be apportioned appropriately where the replacement booking differs from the Original Booking

3.5 In addition to the Cancellation Fee due the Client must reimburse Goodwood for any consequential or indirect expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make any consequential cancellation of Goodwood's own arrangements with third parties in relation to the Booking.

3.6 Goodwood may invoice the Client for any Cancellation Fee payable at any time after the Cancellation Notice and this should be paid immediately.

The following terms apply to Hospitality, Venues and Motor Circuit booking agreements and references to clauses 1, 2 or 3 are references to the applicable clauses in either Hospitality, Venues or Motor Circuit booking terms as set out above

4. Cancellation by Goodwood

4.1 Goodwood may provide immediate notice of cancellation in writing in the following circumstances:

4.1.1 In accordance with the abandonment and cancellation terms set out in the Goodwood ticketing terms and conditions at www.goodwood.com/pages/terms-and-conditions.

4.1.2 In the event of non-payment or delayed payment by the Client of sums due under the Agreement;

4.1.3 If Goodwood becomes aware of any deterioration in the Client's financial situation or reasonably considers that the Client or has done anything which may have a materially adverse effect on Goodwood's reputation or may not comply with Goodwood's relevant Health and Safety procedures or site rules.

In the event of cancellation by Goodwood under the terms of clauses 4.1.2 or 4.1.3, Goodwood may charge the cancellation fees provided for in clause 3.3 above and the terms of clauses 3.4, 3.5 and 3.6 will apply.

5. Variation

5.1 All bookings are accepted in good faith based on information available at the time of booking. Goodwood will notify the Client of any rearranged or subsequently organised other events which coincide with the date of the Event and which may affect the Event. If in these circumstances the Client reasonably wishes to change the date of the Event, Goodwood will work with the Client in good faith to achieve this. If a new date cannot be agreed and the Client then wishes to cancel the Event Goodwood will refund the Client in full.

5.2 Goodwood reserves the right to vary the details of the booking and to provide a substitute of equal suitability or make reasonable changes to the location, menu, staffing, floor plan, activities or other features of the booking for reasonable commercial or operational reasons. For the avoidance of doubt, a variation under this clause shall not constitute a cancellation of the booking by Goodwood.

5.3 In the event of circumstances beyond Goodwood's control which have any impact on Goodwood's costs or liabilities (including, but not limited to, increases in the standard rate of VAT or alcohol duty), Goodwood reserves the right to vary the prices specified in the Agreement accordingly.

5.4 The Event must start and finish at the times specified in the Agreement. Changes to these times will not be possible unless previously agreed in writing by Goodwood. If the dates or times are exceeded the Client acknowledges and agrees that a reasonable extra charge may be made.

5.5 If the Client has any particular requirements in addition to the booked package shown on the Agreement, Goodwood will make reasonable efforts to satisfy such requirements subject to sufficient notice being given, but cannot guarantee to do so. Further, the Client will be charged for any such additional requirements. The terms of this Agreement will apply to any such additional requirements which, together with the additional charges, will be agreed and recorded in writing between Goodwood and the Client.

5.6 Whilst every effort will be made to ensure that the Event is not disrupted during the set up and break down periods of the main annual events held at Goodwood Estate, Goodwood cannot guarantee the park area and access roads through the Estate will be clear. If applicable Goodwood will endeavour to keep the Client fully informed regarding potential disruption.

6. External services and equipment

6.1 Where catering services form part of the booking these will be provided solely by Goodwood through its own catering partners. No external catering companies are permitted other than those contracted by Goodwood to provide services.

6.2 If the Client wishes to contract with any third party entertainment or service provider this must be discussed with Goodwood and consent must be obtained in writing prior to confirming any booking with the third party, such consent not to be unreasonably withheld.

6.3 The Client shall be responsible for ensuring that all staff or third party contractors comply with all applicable statutory codes or regulations and the reasonable requirements of Goodwood relating to health and safety and site rules and regulations. The Client shall procure that any such persons will produce on Goodwood's request any documents that may be relevant to such rules and regulations.

6.4 The Client shall be responsible for ensuring that, where applicable, Performing Rights Society forms and Phonographic Performance Limited requirements are complied with by any performer or musician engaged by the Client and that the appropriate licence fees are paid. Evidence of such compliance shall be provided to Goodwood on request.

6.5 All electrical equipment used by the Client or third party contractors on site must be supported by a current Portable Appliance Testing certificate.

6.6 The Client must pay for any food or beverages provided to external contractors engaged by the Client for the Event.

6.7 Where it is necessary for Goodwood to hire equipment on behalf of the Client, the total cost of hire together with a reasonable administration charge shall be payable by the Client.

7. Health and Safety, licensing and statutory regulations

7.1 The Client must fully comply, and ensure the full compliance by its sub-contractors, employees, guests and delegates, with Goodwood's Health and Safety, Sustainability and

Bribery Act Policies (copies of which are available on request) and any other policies of Goodwood as notified to the Client from time to time.

7.2 The Client shall ensure and maintain free access to fire exits at all times.

7.3 The Client shall ensure that its employees and guests observe the permitted hours for selling alcohol on Goodwood's premises.

7.4 No food, wines, spirits or other beverages may be brought onto the grounds of Goodwood by or on behalf of the Client or any guests for consumption on the premises unless prior consent in writing is obtained from Goodwood. In the case of consent being granted:

7.4.1 an appropriate charge may be applied; and

7.4.2 the Client must fully comply with current legislation relating to food hygiene. The Client shall be liable for all personal injury, death, loss, damages, costs or expenses incurred by reason of the Client's failure to comply with this obligation.

7.5 Prior written approval must be obtained from Goodwood before using any fireworks or special effects equipment on the premises.

7.6 Where usage of any radio communication system handset is provided to the Client, the Client shall comply with all applicable licensing conditions.

7.7 The Client shall ensure that there is in place adequate insurance to cover its obligations and liabilities under this Agreement covering the Client's use of the Venues, which shall include, where appropriate, public liability and employer's liability insurance. Evidence of insurance shall be provided to Goodwood immediately upon request. For the avoidance of doubt, the insurance cover shall include cover in respect of all third party contractors engaged by the Client for the purposes of the Event, whether this is arranged by the Client or the third party contractor.

7.8 Drones may not under any circumstances be operated at or around the Venues without prior permission in writing from Goodwood. Any drones found to be operating without permission will be deactivated.

8. Rules and etiquette

8.1 The Client is responsible for the behaviour of its employees, sub-contractors, guests or delegates and shall ensure that these comply with Goodwood's dress codes, where applicable.

8.2 Goodwood reserves the right to judge acceptable levels of noise or behaviour of the Client, its employees, sub-contractors, guests or delegates (including, but not limited to, persons engaged by the Client to provide entertainment or other services) and the Client must ensure compliance with Goodwood's directions on these matters.

8.3 Goodwood reserves the right to exclude or eject any person from the Event if it reasonably considers the behaviour of such person to be objectionable, a risk to health and safety or likely to cause any damage or bring Goodwood into disrepute. In this case, Goodwood is entitled to terminate the Event without liability if this is reasonably necessary and the Client shall indemnify Goodwood against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Goodwood arising out of any exclusion, ejection, or termination under this Clause.

8.4 The Client will comply with all reasonable directions and requirements of Goodwood regarding its historic buildings, parking restrictions and access.

8.5 Cars are not to be parked along the perimeter of Goodwood House unless for disabled parking.

8.5 In relation to Racecourse Bookings, the Client must fully comply and ensure that its employees, sub-contractors, guests and delegates fully comply with the Racecourse Regulations and Rules of Racing.

8.6 In relation to Golf Bookings, the following conditions apply:

8.6.1 Whilst handicap certificates are not required, basic playing proficiency, knowledge of etiquette and the rules of golf are expected. Golf shoes must be worn.

8.6.2 The Client shall comply, and shall ensure that its employees, sub-contractors, guests and delegates comply, with the Goodwood Golf rules and regulations and any additional, property-specific procedures and regulations relating to golf bookings, including buggy hire regulations.

9. Privacy and Intellectual Property

9.1 Please be aware that CCTV may be operated in the public areas of the Goodwood Estate.

9.2 In accordance with the UK Data Protection Act 1998, each company in the Goodwood Group (Goodwood Estate Company Limited and each of its subsidiaries) is registered with the United Kingdom's Information Commissioner's Office as a data controller to collect information. The Group only gathers personal information, such as first and last names, contact details, addresses and email addresses, Facebook profile name and Google user name, when voluntarily submitted by the Client. This information is collected to help the Goodwood Group communicate booking information, send information about the Goodwood Group and its activities, conduct surveys, send renewal or service notifications and personalise advertising based on personal characteristics or preferences. Occasionally, with the Client's permission we will send marketing information and news, for example, relating to new events, services or product offerings, loyalty schemes and clubs, gift cards and other promotions and offers. This may include sending marketing information for the products or services of a commercial or promotional partner on that partner's behalf. The Goodwood Group also reserves the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to fulfil the Client's requests, to provide the Client with Booking service information or to cooperate in any law enforcement or regulatory investigation. Such communications will be provided to The Client by email, post or by telephone. However, in every case, if the Client does not elect to receive such communications or elects to discontinue receiving them, then the Goodwood Group will not send or will cease sending them to the Client. The Goodwood Group may transfer the data to a destination outside the European Economic Area and by submitting personal data to us, the Client agree to this transfer, storing or processing.

9.3 The Client acknowledges that at the Event photographs and moving images may be taken by Goodwood or by others acting on Goodwood's behalf as well as by other members of the public and that the Client's image and the image of any of its guests, employees or delegates may be included either deliberately or accidentally in such photographs and moving images.

9.4 Audio, visual or audio-visual material, including photography taken by the Client, employees, guests or delegates are permitted at the Event provided that these are used for personal and private use only and not for commercial purposes. No audio, visual or audio-visual material may be published or otherwise used for commercial purposes without Goodwood's written consent.

9.5 The Client agrees that all Intellectual Property owned by Goodwood or any Goodwood Company shall at all times remain the exclusive property of Goodwood or such associated companies.

9.6 The Client acknowledges that it has no rights in or to Goodwood's Intellectual Property and that it may not:

9.6.1 use any such Intellectual Property without Goodwood's prior written consent and without fully complying with Goodwood's Brand Guidelines;

9.6.2 use any Intellectual Property which resembles Goodwood's Intellectual Property and which would therefore be likely to confuse or mislead the public or any section of the public;

9.6.3 remove, alter or otherwise tamper with any of Goodwood's Intellectual Property on any advertising, promotional or other material related to the booking; or

9.6.4 do or omit to do anything by which the goodwill and reputation associated with the Intellectual Property might be diminished or jeopardised.

9.7 For the purposes of this clause "Intellectual Property" means patents, trademarks, emblems, designs, logos, models, copyright and related rights, trade names, business names, domain names, rights in get-up, goodwill, rights in goodwill, rights to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights or rights in confidential information (including know-how and trade secrets), in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

10. Personal property, equipment and badges

10.1 Goodwood does not accept responsibility for the property of the Client or its employees, sub-contractors, guests or delegates or for any of their vehicles parked on the premises or within the grounds. Cloakrooms may be provided for the convenience of Clients and their guests but any goods deposited in the cloakrooms or left unattended on the premises are deposited at the owner's risk and without any liability on the part of Goodwood.

10.2 Goodwood will assist the Client, where reasonably possible, with the storage of equipment however Goodwood does not accept any liability for loss or damage to any item of equipment, furniture or stock left in storage.

10.3 Badges, tickets and car parking labels (where appropriate) will not be dispatched until full payment has been received. These will be dispatched by recorded or special delivery and Goodwood does not accept responsibility for these once they have left the Goodwood office. Payment must be made by the Client for any replacement badges, tickets or car parking labels lost in transit.

11. Liability

11.1 Liability of Goodwood

11.1.1 Goodwood shall not be liable, whether in contract, tort (including negligence) or otherwise for any damage which was unforeseeable or for indirect, consequential or economic losses or loss of profits arising as a consequence of cancellation, curtailment, delay of or in the Event or of any other act or omission of Goodwood.

11.1.2 In no event will Goodwood's liability for any loss or damage in contract or tort or howsoever otherwise arising exceed the total amount paid by the Client for the Event.

11.1.3 Goodwood accepts no responsibility for damage to or loss of any personal property or of any vehicles parked within its grounds.

11.1.4 Goodwood shall not be liable for any loss or damage arising from a breach of the terms and conditions of the Agreement or any delay or failure in providing the Event or any services which occur as a result of a Force Majeure reason.

11.1.5 Nothing in this clause 11 restricts Goodwood's liability for death or personal injury resulting from its negligence or, where relevant, under the Hotel Proprietor's Act 1956.

11.2 Liability of the Client

11.2.1 The Client shall not be liable, whether in contract, tort (including negligence) or otherwise for any damage which was unforeseeable or for indirect, consequential or economic losses or loss of profits arising as a consequence of any act or omission of the Client.

11.2.2 The Client shall indemnify Goodwood against all costs claims and losses arising from any claim against Goodwood brought by any of the Client's guests, staff or third party staff or contractors for loss, damage or personal injury caused by or alleged to have been caused by any of the Client's guests, staff or contractors or a vehicle belonging to or introduced by the Client.

11.2.3 The Client acknowledges and agrees that it is responsible for any rooms, fixtures, fittings, furnishings or equipment belonging to Goodwood and used by the Client and will indemnify Goodwood in respect of any loss or damage to such rooms, fixtures, fittings, furnishings or equipment incurred by reason of the deliberate or negligent acts or default by the Client, its guests, staff or third party staff or contractors.

11.2.4 The Client shall not be liable for any loss or damage arising from its breach of the terms and conditions of the Agreement as a result of a Force Majeure reason.

12. Agents and distributors

12.1 Should the Client contract with Goodwood through an agent or distributor the following conditions shall apply:

12.1.1 The agent or distributor acts in that capacity for the Client and not for Goodwood;

12.1.2 The arrangement with the agent or distributor is subject to Goodwood's Booking Agent (Venues or Hospitality) Terms and Conditions;

12.1.3 The Client accepts full responsibility for the payment of all charges arising as a result of the Booking;

12.1.4 Payment of commission by Goodwood to the agent or distributor is subject to the condition that any invoice for commission must be submitted to Goodwood within 30 days of the Event. For the avoidance of doubt Goodwood shall be under no obligation to pay any invoice submitted after such 30 day period

12.1.5 Goodwood is acting for itself and as agent for each Goodwood Company.

13. General

13.2 This Agreement constitutes the entire agreement between the parties and no addition to or variation of it shall have any effect unless in writing and signed by both parties.

13.3 All notices under this Agreement shall be sent to the person or their authorised representative and address notified in the booking form and shall be in writing or by email provided that notice by email is only valid if it is acknowledged by the recipient.

13.4 Nothing in this agreement shall prohibit or restrict either party from entering into similar agreements with third parties.

13.5 Goodwood may sub-contract, assign or novate any of its rights and obligations under this Agreement. The Client may not assign, novate or otherwise transfer the Agreement, whether in whole or in part, or any of its rights or obligations to any third party without the prior consent in writing of Goodwood, such consent not to be unreasonably withheld. In the event that either party sub contracts or assigns its obligations or the exercise of any rights, any act or omission of the sub-contractor or assignee shall be treated as an act or omission of the subcontracting or assigning party.

13.6 Nothing in this Agreement shall be construed as creating a joint venture or partnership between the parties or as authorising either party to act as agent for the other. Neither party shall pledge the credit of or make any promises on behalf of the other unless the same shall have been expressly authorised in writing by the other party.

13.7 The parties agree that save in relation to each Goodwood Company, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement provided that the parties may vary the provisions of this Agreement without requiring the consent of any Goodwood Company and if either party becomes entitled to rescind or terminate the Agreement it may do so without the consent of any Goodwood Company.

13.8 This Agreement shall be subject to and construed and interpreted in accordance with the laws of England and Wales and the parties agree that the English courts shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.