

TERMS AND CONDITIONS FOR EVENT HOSPITALITY, VENUES AND MOTOR CIRCUIT BOOKINGS

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 You (the Client) may 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 Your request or the request of Your employees, sub-contractors, guests or delegates;

“Agreement” means the written agreement made between Goodwood and You comprising the booking form and schedules and these terms and conditions or, if the Booking is made online, the Agreement means the details of the booking made and these terms and conditions;

“Booking” means the booking made under the Agreement between You and Goodwood;

“Client”, “You” or “Your” means the person, firm or company contracting with Goodwood;

“Deposit” (if applied to the Booking) means a deposit payment which shall include any Reservation Fee charged and which shall be a percentage of the Total Charge;

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

“Contracted Number” means the anticipated number of guests notified by You to Goodwood, upon which the booking fee or any separate catering fees are calculated (which may not always apply, depending on the Event);

“Force Majeure reason” means a result of causes beyond a party’s reasonable control including (but not limited to) fire, floods, adverse weather, 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” “We” or “Us” 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 Limited;

“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 Qatar Goodwood Festival, Race Days and non-race day events);

“Total Charge” means the total cost of the Event shown in the summary of charges in the Agreement;

“Reservation Fee” means any fee charged to secure a booking date, which (if applied) shall be included in any Deposit payable;

“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.

1. Bookings

1.1 Where the Agreement is in writing all Bookings are provisional and non-binding until the Agreement has been signed by You. Upon signature, all and any payments set out in the Booking will become due and payable in accordance with the payment terms set out in the Agreement.

1.2 If the Agreement specifies a Contracted Number You must inform Goodwood of any changes to these as soon as You become 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 Where any Venues Booking includes a Contracted Number, 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%

You will be liable for payment of any shrinkage in excess of these allowances. Goodwood will therefore require payment of 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. For the avoidance of doubt, no shrinkage is permitted in respect of Motor Circuit, Hospitality or Hound Lodge Bookings.

1.4 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).

1.5 Where block bookings of bedrooms are made, You and Your guests must confirm Your and their individual reservations by calling the Reservations department and providing 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 You or Your 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.

1.6 In the case of a Booking which includes entry to a motorsport or horse racing event, the Booking is also 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 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 In some Bookings, full prepayment is required prior to the event. In such cases, payment may be split between a non-refundable Deposit which is due at the time of booking and a balance which will become due at a date prior to the Event date, which date will be specified in the Agreement. If the date of the Event is within the stated number of days of the booking date, then the total amount due will become immediately payable.

2.5 You must pay any 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.

2.6 Any Reservation Fee is non-refundable and cannot be off set against any other business booked.

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

2.8 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.

2.9 All invoices should be paid on presentation and time shall be of the essence for all payment obligations under this Agreement.

2.10 Credit facilities with Goodwood may be obtained on application, subject to agreement by Goodwood. Credit facilities are not available for bookings at the Motor Circuit. 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. All agreed credit accounts may not exceed their credit limit at any time. If any credit limit is exceeded Goodwood may decline to commit to providing or to provide further facilities or supplies until a satisfactory arrangement for payment has been made.

2.11 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.

2.12 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.

2.13 You shall 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 Event shall be invoiced by Goodwood and shall 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 of Your guests, delegates or employees.

3. Cancellation by You

3.1 If You wish 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"). The Cancellation Notice shall be effective, final and binding on the Working Day on which it is received. 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 There is no right to postpone any booking and any postponement or part cancellation of any Event will be considered as a full cancellation.

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 date of the Event) between the Cancellation Notice and the Event, as follows:

<u>Venues Bookings</u>		<u>Hospitality, Motor Circuit and Hound Lodge Bookings</u>	
Over 133 days	10%	91 days or more	50%
133-91 days	25%	90 days or less	100%
90 days-30 days	60%		
29 days-15 days	80%		
14 days – 2 days	90%		
2 days or less	100%		

3.4 In the case of cancellation by You any Reservation Fee paid under the Booking is non-refundable in all circumstances. If the Cancellation Fee is less than the Deposit, Goodwood will charge the amount of the Cancellation Fee and will return the balance of any Deposit to you. If the Cancellation Fee is higher than the Deposit then You shall pay the balance to Goodwood.

3.5 Goodwood may invoice You for any Cancellation Fee within three months of the date of cancellation. You shall pay such invoice at the end of the month following the month of invoice.

3.6 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.

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 For reasonable operational or commercial reasons;

4.1.3 In the event of non-payment or delayed payment of sums due under the Agreement; or

4.1.4 If Goodwood reasonably considers that You have done anything which may have a materially adverse effect on Goodwood's reputation or that You have or will not comply with Goodwood's relevant Health and Safety procedures or site rules.

4.2 In the event of cancellation by Goodwood under the terms of clauses 4.1.2 or 4.1.3 Goodwood will reimburse You with any proven and reasonable costs incurred by You directly as a result of such cancellation provided that any claim for reimbursement is made within three months of the date of cancellation. Goodwood will pay the costs at the end of the month following the month of claim.

4.3 In the event of cancellation by Goodwood under the terms of clauses 4.1.3 or 4.1.4, Goodwood may charge the cancellation fees provided for in clause 3.3 above and the terms of clauses 3.4 and 3.5 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 You of any other events which coincide with the date of the Event and which Goodwood considers may have a materially adverse impact on the Event. If in these circumstances You reasonably wish to change the date of the Event, Goodwood will work with You to achieve this.

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 (if any). Changes to these times will not be possible unless previously agreed in writing by Goodwood. If the dates or times are exceeded You agree that a reasonable extra charge may be made.

5.5 If You have any particular requirements in addition to the 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. You will be charged for any such additional requirements.

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. Goodwood will endeavour to keep You fully informed regarding potential disruption.

6. External services and equipment

6.1 Where catering services form part of the Booking these can be provided solely by Goodwood through its own catering partners and other caterers are not permitted.

6.2 If You wish 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.

6.3 You 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. You must ensure that these produce any relevant documents on Goodwood's request.

6.4 You 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 You.

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

6.6 You are responsible for payment of any food or beverages provided to external contractors engaged by You for the Event.

6.7 Where it is necessary for Goodwood to hire equipment on Your behalf, the total cost shall be payable by You.

7. Health and Safety, licensing and statutory regulations

7.1 You must fully comply, and ensure the full compliance by Your 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 You from time to time.

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

7.3 You shall ensure that Your guests, delegates and employees observe the permitted hours for selling alcohol on Goodwood's premises.

7.4 No food, wines, spirits or other beverages may be brought to Goodwood by You or Your guests, delegates or employees 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 You must comply with current legislation relating to food hygiene.

7.5 Prior written approval must be obtained from Goodwood before using any fireworks or special effects equipment on the premises. The use of any combustible materials, matches or lighters in Goodwood House is prohibited. Smoking is prohibited in any buildings at Goodwood.

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

7.7 You shall ensure that there is in place adequate insurance to cover all of Your obligations and liabilities under this Agreement 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 You for the purposes of the Event, whether this is arranged by You or the third party contractor.

7.8 Drones may not be operated at or around Goodwood and any drones found to be operating without permission will be deactivated.

7.9 If you have any food or other allergies, please notify Us at the point of booking or as soon as possible thereafter.

7.10 You may not bring into Goodwood's premises or use or display around the premises (including car parks) any sponsorship, promotional or marketing materials or offer any commercial products or services which have not been previously approved in writing by Goodwood.

7.11 Dogs are not permitted on the Goodwood estate unless they are guide dogs or you have obtained written permission in advance.

8. Rules and etiquette

8.1 You are responsible for the behaviour of Your employees, sub-contractors, guests or delegates and shall ensure that these comply with Goodwood's rules and dress codes, where applicable.

8.2 Goodwood reserves the right to judge acceptable levels of noise or behaviour (including, but not limited to, persons You have engaged to provide entertainment or other services) and You 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, likely to cause any damage or will bring Goodwood into disrepute. In this case, Goodwood is entitled to terminate the Event without liability and You shall indemnify Goodwood against all resulting losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by Goodwood.

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

8.5 In relation to Racecourse Bookings, You must fully comply and ensure that Your 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 You shall comply, and shall ensure that Your 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.

8.7 In relation to Motor Circuit Bookings, You must comply, and shall ensure that Your employees, sub-contractors, guests and delegates all comply, with the Goodwood Motor Circuit Site Regulations, Motor Circuit Driving Rules, Health and Safety requirements and any additional regulations notified to you.

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 these are voluntarily submitted. This information is collected to help the Goodwood Group communicate booking information, send information about our activities, conduct surveys, send renewal or service notifications and personalise advertising based on personal characteristics or preferences. Occasionally, with Your 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 Your requests, to provide You with Booking service information or to cooperate with any law enforcement or regulatory investigation. Such communications will be provided to You by email, post or by telephone. However, in every case, if You choose not to receive such communications or wish to discontinue receiving them, then the Goodwood Group will not send or will cease sending them to You. The Goodwood Group may transfer the data to a destination outside the European Economic Area. By submitting personal data to us, You agree to this transfer, storing or processing.

9.3 You acknowledge that at the Event photographs and video may be taken by Goodwood or by others acting on Goodwood's behalf as well as by members of the public and that Your image and the image of any of Your guests, employees or delegates may be included either deliberately or accidentally in such photographs and video.

9.4 Subject to clause 9.5, spectators and guests are encouraged and permitted to film and record any events and publish any content on any media subject to the following condition: by filming and recording such content You agree that Goodwood shall have a perpetual, royalty free, sub-licensable and worldwide licence to use such content in whole or in part in any online or offline promotional, advertising or publicity material or in any format and for any purpose whatsoever, including (but not limited to) TV packages, online players, YouTube, Facebook, Snapchat, Twitter, Vine, Instagram and Dailymotion. Goodwood acknowledges that You shall retain ownership of copyright in the content.

9.5 Photography or video are not permitted in Goodwood House.

9.6 You agree 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.

9.7 You acknowledge that You have no rights in or to Goodwood's Intellectual Property and may not use any such Intellectual Property without Goodwood's prior written consent and without fully complying with Goodwood's brand guidelines:

9.8 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 property belonging to You or Your employees, sub-contractors, guests or delegates. 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, any vehicle, furniture or stock left in storage.

10.3 Cars are not to be parked along the perimeter of Goodwood House unless for disabled parking. All vehicles (and their contents) parked within any car park operated by Goodwood are left at their owner's sole risk. To the maximum extent permitted by law Goodwood shall not be liable for any loss or damage suffered by owners arising from their use of any Goodwood car park. Goodwood reserves the right to move any vehicle it deems necessary due to logistical, safety or similar reasons

10.4 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 You for any replacement badges, tickets or car parking labels lost in transit.

11. Liability

11.1 Goodwood's Liability

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 You for the Event.

11.1.3 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.

11.1.4 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 Your Liability

11.2.1 You 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 by You.

11.2.2 You shall indemnify Goodwood against all costs claims and losses arising from any claim against Goodwood for loss, damage or personal injury caused by You or any of Your guests, delegates, employees or sub- contractors or Your or their vehicles.

11.2.3 You acknowledge and agree that You are responsible for any rooms, fixtures, fittings, furnishings or equipment belonging to Goodwood and used by You and will indemnify Goodwood in respect of any loss or damage to such rooms, fixtures, fittings, furnishings or equipment incurred as a result of deliberate or negligent acts or default by You or Your guests, delegates employees or sub-contractors.

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

12. Agents and distributors

12.1 Should You 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 You 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 You accept 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 in respect of Venues Bookings 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. Payment of commission in respect of Hospitality and Hound Lodge Bookings is made via deduction from the amount charged by Goodwood.

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 Goodwood may sub-contract, assign or novate any of its rights and obligations under this Agreement. You may not assign, novate or otherwise transfer the Agreement or any of its rights or obligations to any third party without the prior consent in writing of Goodwood. If 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.

13.5 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.

13.6 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.

13.7 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.