

Goodwood Road Racing Club Constitution

1 General Information

1.1 The name of the Club shall be “GOODWOOD ROAD RACING CLUB” (the “Club”).

1.2 The Club is owned and operated by Goodwood Road Racing Company Limited (the “Company”).

The place of business is at Goodwood Motor Circuit, Goodwood, Chichester, West Sussex, PO18 0PH and the registered office is at Goodwood, Chichester, West Sussex, PO18 0PX.

The Company is registered in England and its registered number is 466176.

1.3 The directors and appointed employees of the Company are solely responsible for all matters relating to the affairs and management of the Club.

1.4 Any officers of the Club including the Club Secretary shall be appointed by the Company.

1.5 Any questions concerning these terms and conditions of Membership should be directed to the Club Secretary.

2 Membership

2.1 Persons wishing to apply for Membership complete and sign an Application for Membership form acknowledging acceptance of the Club terms and conditions and any rules and regulations notified to the Members from time to time. The signed and completed form should be sent to: Membership Applications, Goodwood Road Racing Club, Tony Gaze Building, Goodwood Motor Circuit, Chichester, West Sussex, PO18 0PH.

2.2 The Club will determine whether the applicant has satisfied the relevant conditions of Membership.

2.3 The Club may decline any application to become a Member or for renewal of Membership and shall not be obliged to give any reason for doing so.

2.4 The number of Members within each Membership category is established by the Club and can be modified by the Club at its sole discretion. The Club may also change Membership categories if and when it so decides.

2.5 When approved for Membership, the Member will be deemed to have agreed to be bound by these terms and conditions as they may be amended from time to time and any applicable rules and regulations.

2.6 Members shall be invited to renew their Membership annually through payment of the annual fee. The amount of this fee will be determined by the Club.

2.7 A Member may only resign their Membership in writing and directly to the Club.

2.8 In the event of resignation, suspension or termination of Membership during the year, the Member will not be entitled to a refund of the annual fee either in whole or in part.

2.9 The violation of any aspect of this Constitution or any conduct unbecoming or against the interests of the Club will subject the person Member responsible to disciplinary action by the Club.

2.10 Honorary Membership may be bestowed only by The Earl of March.

3 Privileges

3.1 Membership of the Club enables all Members to benefit from Membership benefits. Full details of each year's benefits of Membership can be obtained from the Club's offices.

3.2 The Club reserves the right to vary or cease to provide each and any benefits and shall not be required to provide any alternative benefit(s).

3.4 All events and benefits organised by or through the Club are subject to the following payment and cancellation policy. Payment is required on booking of any event or benefit. In the event of cancellation by a Member the Member will not be entitled to any refund from the Club. In the event of cancellation by the Club, a refund will be made less unrecoverable expenses incurred, at the reasonable discretion of the Club.

3.5 Members shall be entitled to use and enjoy the facilities and benefits of the Club in accordance with these terms and conditions.

3.6 Membership may from time to time include use of The Kennels Club which forms part of the Goodwood Estate, in which case only members named on the Membership Card may entertain guests in The Kennels. Guests must be accompanied by a Member at all times. The entertaining Member will be responsible for all charges incurred by their guests and for their guests' good conduct.

3.7 The selling or transferral of membership benefits or privileges such as Membership badges and Paddock Passes to third parties is strictly prohibited and will result in disciplinary action being taken by the Club, which may result in expulsion.

4 Rights and Obligations

4.1 The membership year will constitute the twelve month period commencing on 1 January each year.

4.2 Dues are payable in advance and the annual fee is due at the start of each membership year.

4.3 New Members may join throughout the year and the dues payable will be as for the whole year, with no reduction for a membership year of less than twelve months.

4.4 Failure to pay the required dues within the time specified by the Club for renewal of Membership shall constitute grounds for forfeiture of membership privileges and may constitute grounds for termination of Membership, at the discretion of the Club.

4.5 Members will not be entitled to vote on any matters of or relating to the Club or otherwise become involved in the management or operation of the Club or any of its facilities. There is no vested or prescriptive right or easement to use the Club's facilities.

4.6 Membership is not an investment in the Club and does not provide the Member with an equity or ownership interest or any other property interest in the Club or its facilities.

4.7 Members are not subject to any operating assessments. The Club will pay all operating deficits incurred in the operation of the Club's facilities and will retain all operating profits resulting from the operation of the Club's facilities. Members will not be subject to any assessments for the cost of constructing additional Club facilities or for any capital improvements.

4.8 The Club and its management shall have the right at any time to hold promotional and other special events but are under no obligation to do so.

5 Privacy Policy and Compliance

5.1 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 Company 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 Members. This information is collected to help us: communicate Membership information, send Members information about the Club and its activities, conduct surveys, send renewal or service notifications and personalise advertising based on Members' personal characteristics or preferences.

Occasionally, with a Member's permission and depending on the purpose for and context in which they gave that permission, the Club and/or any company within the Goodwood Group may 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 Members marketing information for the products or services of a commercial or promotional partner on that partner's behalf. Those selected companies are either automotive or other commercial partners or partners who perform a function such as prize-provision within Club or Company promotions and offers, or are agencies and suppliers which the Goodwood Group has retained to assist it to more effectively fulfil orders, manage and conduct promotions and offers, provide technical assistance and support and perform other functions to support its marketing activities.

Also, the Company reserves the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to fulfil Member requests, to provide Members with Club service information or to cooperate in any law enforcement or regulatory investigation.

Such communications will be provided to Members by email, post or telephone.

However, in every case, if a Member does not elect to receive such communications or elects to discontinue receiving them, then the Company will not send or will cease sending them to the Member.

The Company does not intentionally or knowingly process personal information from individuals under the age of 16. When necessary, underage users will be told not to submit any personal details

and the Company will make every effort to delete any details of such users where a parent or guardian has informed it that these details have been collected

The Company may transfer the data collected from Members to a destination outside the European Economic Area. By submitting personal data to the Club or the Company, Members agree to this transfer, storing or processing.

5.2 The Company has put in place procedures to prevent any employees, agents or subcontractors from engaging in any conduct that would constitute an offence under the Bribery Act 2010 or which would result in liability for fraud, insolvency crimes or other corruption crimes. The Company requires any person who is involved in any way with the Club, whether as an officer, employee, Member or guest or other associated person not to undertake any conduct which would or could constitute such an offence. Appropriate steps will be taken in relation to any person found to be in breach of this obligation. In the case of a Member, this will result in immediate termination of Membership.

6 Interpretation and Severance

6.1 Clause headings are for convenience only and shall not govern the interpretation of these clauses.

6.2 In the event that any term, condition, provision or clause of these Rules and Regulations shall be nullified or made void by any statute, regulation or order or by the decision or order of any court having jurisdiction, the remaining terms, conditions, provisions and clauses shall remain in full force and effect.

7 Applicable Law and Jurisdiction

7.1 This Constitution, as well as all the subsequent documents and all additional documents referring to the Club are governed by the laws of England and should be interpreted and implemented conforming to the laws of England. The Club and the Members should always seek to resolve any disagreements in a friendly manner and in good faith. In the absence of an amicable settlement, any dispute will be judged exclusively by the courts of England