



# MUSSELBURGH RACECOURSE

SINCE 1816

## Supplementary Conditions- COVID-19

### Scope of the Supplementary Conditions – COVID19:

The following Supplementary Conditions – COVID-19 (the “COVID 19 Supplementary Conditions”) have been agreed by the British Horseracing Industry and supplements the Terms and Conditions of Entry to the Racecourse, including any applicable Special Conditions (the “Entry Contract”).

The COVID 19 Supplementary Conditions should be read in conjunction with the Entry Contract. However, if any provision in the COVID 19 Supplementary Conditions conflicts with a provision in the Entry Contract, the COVID 19 Supplementary Conditions shall take precedence and shall modify the Entry Contract to the extent necessary to give effect to the relevant provision of the COVID 19 Supplementary Conditions.

Unless stated otherwise, any terms used in the COVID 19 Supplementary Conditions shall have the meanings given to them in the Entry Contract.

The COVID 19 Supplementary Conditions will be continuously updated in accordance with current Government guidance. Until further notice, all Attendees should review the COVID 19 Supplementary Conditions each time they attend the Racecourse.

### 1 COVID 19 Supplementary Conditions

All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall be deemed to have accepted, and agree to comply with, the COVID 19 Supplementary Conditions. Attendees are admitted to the Racecourse strictly subject to the COVID 19 Supplementary Conditions. There are no exceptions.

### 2 All Attendees

2.1 All Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) shall:

1. comply with all current Government requirements and guidance regarding COVID-19 at the time of the event;
2. prior to attending and being given access to the Racecourse, comply (at the Attendee’s own cost) with any health checks required at the time of attendance by the Government, any Local Authority, the BHA, the Operator and/or any other relevant authority and the Operator reserves the right to require Attendees to provide proof of their compliance with, or exemption from, such requirements;
3. observe all social distancing protocols and wear any PPE (such as masks or other face coverings) in accordance with the Government guidance in place at the time;



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4. maintain personal hygiene including, but not limited to, by regularly washing their hands, using hand sanitiser, avoiding touching their face and observing coughing and tissue etiquette.
5. only use any hand sanitiser, disinfectant wipes or other personal hygiene products made available at the Racecourse for the purpose for which they have been provided and shall not remove these from the locations in which they are provided;
6. follow all racecourse signage and the instructions of staff, officials, the police or other emergency services present at the Racecourse at all times;
7. only attempt to access those areas for which they are entitled under their Ticket; and
8. comply with the Rules of Racing.

### **3 Attendees Entering the Racecourse other than as a Private Individual**

3.1 In addition to complying with Section 2, all Attendees who enter the Racecourse (including all surrounding land, car parks and other facilities which are under the ownership and/or control of the Operator) in any capacity other than as a private individual, shall:

1. comply with any training requirements required by the BHA and/or Operator prior to being given access to the Racecourse;
2. use, in the correct manner, any PPE identified as appropriate to their role;
3. wear required accreditation at all times;
4. only attempt to access those areas of the Racecourse for which they are accredited and, in any event, the Attendee shall not enter any area of the Racecourse unless reasonably necessary for fulfilment of their role;
5. follow the instructions of all members of the Racecourse Executive and BHA Officials (including but not limited to the COVID-19 Officers);
6. maintain responsibility for disinfection of their own equipment in line with agreed procedures;
7. comply with all changes to operating procedures relevant to their role; and
8. leave the Racecourse immediately after the last race, or when the Attendee has completed their duties.

### **4 Breaches of the COVID 19 Supplementary Conditions**

4.1 Any breach of the COVID 19 Supplementary Conditions will be reported to the Operator and the BHA Stewards. There will be a zero-tolerance approach to breaches of the COVID 19 Supplementary Conditions. In the event of any breach by an Attendee, in addition to any applicable sanctions set out in the Entry Contract:

1. the Operator (with the full support of the Racecourse Managing Executive and BHA Stewards) may immediately remove the Attendee from the Racecourse, regardless of the Attendee's role or status;
2. the BHA Stewards may take regulatory action against the Attendee in line with the powers available to them; and
3. the Attendee acknowledges that they may be liable to sanction from their employer or any organisation that is responsible for them.



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4.2 Any individual who is ejected from the Racecourse for breaching the COVID 19 Supplementary Conditions may be unable to attend a fixture at the Racecourse or any other racecourse until further notice.

### 5 Fixtures Cancelled in relation to COVID-19

5.1 In the event that a fixture for which you have a Ticket (other than a Badge or PASS Card) is cancelled due to legislation, government guidance or any other public health measures introduced to restrict the spread of COVID-19, you shall be entitled to a full refund for the price of your Ticket (including any relevant handling or booking fee).

5.2 To obtain a refund, we will contact the Ticket holder using the contact details provided with their booking to arrange a refund. Refunds will be issued to the original payment method.

5.3 In the event that a fixture for which you have a Ticket is significantly curtailed or limited due to legislation, government guidance or any other public health measures introduced to restrict the spread of COVID-19, we may cancel your booking and you shall be entitled to a full refund for the price of your Ticket (including any relevant handling or booking fee).

5.4 For the avoidance of doubt, in the event that it is necessary to cancel or refund your booking, the Racecourse shall not be liable for any additional or consequential costs that you may have incurred in relation to the booking.

***Note: in the unlikely event that a fixtures starts, but is then abandoned due to Covid-19, any refunds will be dealt with pursuant to the racecourse's existing refunds policy for abandoned fixtures.***

### 6 Customer Cancellation in relation to COVID-19

6.1 In the event that you are unable to attend a fixture for which you have a Ticket (other than a Badge or a PASS Card) because at the time of the fixture you are required by law or government guidance to be in self-isolation due to COVID-19, you shall be entitled to either:

1. a full refund for the price of your Ticket (including any relevant handling or booking fee); or
2. re-arrange your booking for a future fixture at no extra cost (save where the price of an equivalent Ticket for the future fixture is higher than the price of your existing Ticket, in which case, you may be asked to pay the difference).

6.2 To obtain a refund or re-arrange a booking, the Ticket holder should contact us at: [enquiries@musselburgh-racecourse.co.uk](mailto:enquiries@musselburgh-racecourse.co.uk) . Please note, the Ticket holder must contact us prior to the start of the relevant fixture and we may request that the Ticket holder provides evidence to show, to our reasonable satisfaction, that you were unable to attend the fixture pursuant to 6.1 (above) before we agree to process your refund or re-arrange your booking. Refunds will be issued to the original payment method.