

WELCOME TO the official website of Newbury Racecourse Plc located at www.newbury-racecourse.co.uk. Please read this carefully.

By accessing the Website you confirm that you are an individual of at least 18 years of age, or, if under 18, that you are accessing the Website with full parental/guardian consent. In making use of the Website you agree to abide by any and all of the following terms and conditions governing use of the Website (the "Terms").

If for any reason you cannot accept these Terms then you must leave newbury-racecourse.co.uk immediately.

No charge is made by us for your use of the Website. However, you should be aware that local telephone call charges, at rates as publicised by your telephone operator, may apply.

We will treat your personal information with care, and comply with all applicable data protection legislation currently in force. If you have registered to use the website or you visit the website, then you agree that Newbury Racecourse Plc may use any personal information provided by you on this form in accordance with our [Privacy Policy](#), which forms part of these Terms and Conditions.

For clarity, in the Terms, "we", "our" and "us" means Newbury Racecourse Plc and "you" and "your" means any natural or legal person who uses the Website and each entity on whose behalf the user acts. "content/material" refers to any text, image or anything found on the website. Unless otherwise defined in the Terms, "Website" refers to www.newbury-racecourse.co.uk.

Use and continued use of this website, www.newbury-racecourse.co.uk will create a legally binding contract between Newbury Racecourse Plc and you - the user.

USER CONDUCT

Using the Site

You agree to abide by all applicable laws, regulations and codes of conduct (including self regulatory) and you agree to be solely responsible for all things arising from your use of the Website. You agree not to:

- modify, access or make available data stored on a computer or device which you have accessed through our network, when either the owner of the data, computer or device has taken steps to prevent you from doing this or the owner has expressed a wish that you do not do this;
- make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (e.g. names/addresses) without their prior consent;
- damage, interfere with or disrupt access to the Website or do anything which may interrupt or impair its functionality;
- save as authorised in these Terms or as agreed in writing between you and us, make any commercial or business use of the Website or resell or commercially benefit from any part or aspect of the Website;
- publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;
- threaten, harass, stalk, abuse, disrupt, or otherwise violate the rights (including rights of privacy and publicity) of, others;
- make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;

- falsify the true ownership of software or other material or information contained in a file made available via our Website; and obtain or attempt to obtain unauthorised access, through whatever means, to the Website, other services or computer systems or areas of our, or any of our partners', networks which are identified as restricted.

We retain the absolute right to disconnect you from the Website, without prejudice to any of our accrued rights, where we in our sole discretion consider you are contravening these Terms.

We may monitor communications on the Website, but are under no obligation to do so. As stated above, you must not post any material onto the Website which is defamatory, obscene or blasphemous, which infringes third party rights or which could in any other way give rise to criminal or civil liability in any jurisdiction. We shall have no liability for any such material. We may in our absolute discretion remove any material if in our view it falls or might fall within the foregoing categories or is otherwise inappropriate. We shall own any material you send to the site or to us, shall not be obliged to treat any such communication as confidential and may exploit any such communication and its contents in such ways as we see fit, to the fullest extent permissible by law.

Liabilities (Exclusion and Limitation)

You agree that we have no control over third party content and information which can be accessed using the Website and that we do not examine or edit the use to which you or others put the Website or the nature of the content or information being accessed and that we are excluded from all liability of any kind arising from such content or information.

We accept no responsibility for the content of any "third party" material, including ensuring compliance with any applicable legislation.

The website and the materials on the website, that is the information, images, pictures, logos, names, and icons relating to Newbury Racecourse and Services (or to third party products and services), are provided "as is" without any representation or endorsement and without warranty of any kind whether express or implied, including but not limited to warranties relating to satisfactory quality, non-infringement of intellectual property, compatibility, security and accuracy or fitness for a particular purpose.

Newbury Racecourse plc does not warrant the accuracy or completeness of the information, text, graphics or links or other items contained in this website and may change any of the information at any time without notice. Neither we, nor any of our directors, employees or representatives shall be liable for any damages arising out of, or in connection with, the use of the Website.

This is a comprehensive limitation of liability that applies to all damages of any kind suffered or incurred by that party arising out of or in connection with the provisions of any matter under these Terms, including, but not limited to compensatory, direct, special or indirect losses, loss of goodwill or reputation or economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings), property and claims of third parties (but not including death or personal injury resulting from our negligence). We shall not be liable for any delay of dispatch in ticket orders that is beyond our control unless it is due to our negligence. The user accepts the inherent risk of using the Internet, for example, in relation to security and timeliness of communications, due to the very nature of the Internet. Any limitation or exclusion of liability set out in these Terms applies to the fullest extent permissible by applicable law and does not affect your statutory rights as a consumer.

You will remain responsible and liable for material you upload on to, or access from, the Website and you will indemnify us in the manner set out below in the Terms in relation to your accessing or uploading.

We reserve the right to remove any information/material we deem to be in breach of any of the Terms without warning, and without prejudice to any other accrued rights, and/or to make available such information/material when Newbury Racecourse plc believes it may be required to do so under law or when requested to by regulatory bodies or law enforcement organisations.

We make no guarantee that functionality of this site will be uninterrupted or error free, or that this site or the server that makes it available are free of viruses or bugs. While we will take all reasonable steps to ensure a fast and reliable service, we will not be held responsible for the security of the Website, for any disruption to the Website (however caused), for any loss or corruption of material in transit and for any loss or corruption of material when downloaded from the Website onto any computer system. We do not warrant that your use of the Website or material downloaded from it will not cause computer virus infection or other damage to property.

Indemnity

Except as expressly provided for below, you agree to indemnify and hold us, and any of our officers, employees and agents harmless from and against all and any losses, liabilities, damages, costs or expenses of any character incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Website and/or any breach of these Terms.

Website Content

The Website is controlled and operated from England and we make no representations that the materials and products described on the Website are appropriate or available in other locations or jurisdictions. You shall not use the Website in breach of any laws or regulations of any national, local, state or federal governments or agencies in any country or jurisdiction in which the content can be viewed or retrieved, or in breach of any international treaties or conventions or any community standards.

The copyright in the contents of this Website is owned by or licensed to us, and all trade marks and other intellectual property rights in and relating to the Website are owned by us or the licensor unless otherwise specified. The contents of this Website (including without limitation text, video, audio, audio-visual material and graphics) may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without our prior written consent, except as stated below.

You may print or download the visible text of an individual page for private and personal non-commercial use only, but you may not make more than one copy of such text electronically or otherwise. You may not reproduce any other part of the Website (including without limitation the structure, overall style and program code).

If you would like to apply for permission to distribute or reproduce any part of the contents of the Website other than as permitted in these Terms please email us at info@newbury-racecourse.co.uk

Intellectual Property Rights

The names, images and logos identifying Newbury Racecourse Plc, newbury-racecourse.co.uk, Newbury Golf Centre, Rocking Horse Nursery or third parties and their products are proprietary marks of Newbury Racecourse Plc and/or third parties. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right in respect of any trademark of Newbury Racecourse Plc or any other third party.

Links and Third Parties

The Website may also contain links to other websites which are not under our control and are not maintained by us. We are not responsible or liable in any way for such websites and cannot

vouch for the suitability or accuracy of the content of those websites. We provide these links for your convenience only but do not monitor or endorse the material on such other websites and you link to them at your own risk. We are not responsible for any website to which such a link may be provided, or for the privacy policies or other practices of such websites. We encourage users to be aware when they are leaving this website and to read any applicable terms, conditions or privacy statements on such sites. Your dealings with any third parties including but not limited to merchants through the Website and any terms, conditions, warranties or representations of such third parties, are solely between you and the relevant third party and we are not liable in any way for, and you agree to indemnify us in the manner referred to in these Terms in relation to such dealings.

Termination

In addition to where set out in these Terms, we may terminate the Website, or restrict your access to it, refuse to correspond with you, and/or remove your details from our database without prejudice to any other accrued rights, without prior notice to you where (by way of example and without limitation):

- there is a regulatory or statutory change limiting our ability to provide the Website;
- any event beyond our reasonable control prevents us from continuing the Website (for example, and without limitation, technical difficulties, capacity problems and communications failures); or we consider in our sole discretion that you are abusing the Website or are otherwise acting in breach of these Terms.

The purchasing process

1. A maximum of 35 tickets may be booked per race meeting via the Website. (For orders over 20 you are advised to call 01635 40015.
2. Ticket purchases are to be paid in full at time of booking.
3. Payment will be made using a credit or debit card via the secure Worldpay online payment process. Upon payment the contract will be concluded.
4. You will receive confirmation of your order with an order reference number, this will also be given via email. Confirmation of your order will also be sent to you by post. Please retain the confirmation in case you have any further enquiries or in the event that you do not receive your tickets.
5. All ticket orders placed either online or via 01635 40015 are subject to Worldpay security checks.

When an order is completed the contract is between the customer and Newbury Racecourse Plc.

English is the only language used for conclusion of any contract on this Website.

We cannot process advance bookings less than 7 days prior to any meeting.

When purchasing a ticket/or tickets via Newbury Racecourse plc, over the telephone or on line the following will apply:

- You must be at least 18 to book.
- Badges/Tickets will not be exchanged or money refunded unless a race meeting is abandoned.
- Replacements for lost or stolen badges/tickets cannot be issued. If racing is abandoned before the race meeting refund will automatically be made. If for any reason you don't receive a refund then contact our sales team on 01635 40015 or make an application in writing to Newbury Racecourse, Newbury, Berkshire RG14 7NZ.
- All tickets are sold subject to Newbury Racecourse's Terms and Conditions of Entry.

Betting Information

The betting sections of this web site are for information purposes only. In order to place a bet in the United Kingdom you must be at least 18.

Rules and Regulations

Within the site you may find other rules or terms relating to specific material that may conflict or contradict these Terms and Conditions (for example specific conditions in relation to certain promotions). In the event there is such conflict then the rules or terms relating to such material will take precedence over these general Terms and Conditions where applicable.

General provisions:

Alterations to these Terms

We reserve the right to amend these Terms at any time. You will be bound by changes through your continued use of the Website. Any amendments to these Terms and Conditions will be posted on the website and will take effect immediately. Please print or save a copy of the prevailing Terms for your reference.

Assignment

You shall not assign any of your rights or obligations under these Terms without our prior written consent. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms upon notification to you.

Waiver

Our failure to exercise or enforce any of our rights in connection with these Terms shall not constitute a waiver of any such right unless acknowledged and agreed to by us to you in writing.

Entire Agreement

These Terms constitute the entire agreement and understanding between us and you shall supersede any prior agreement or representation in respect thereof.

Notices

Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

Legal Construction and Miscellaneous Provisions

These Terms shall be construed in accordance with the laws of England and Wales. We and you irrevocably agree that the courts of England and Wales are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms.

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to the law then such provisions shall be construed as far as possible to reflect the intention of the parties with the other provisions remaining in full force and effect.

This website is operated by:

Newbury Racecourse Plc
Newbury
Berkshire RG14 7NZ
Registered Company Number 80774 (Incorporated in England)
VAT Number 199301247

We recommend you print out a copy of these terms and conditions for your future reference.

If you have any questions regarding this website please see the Contact section for more information and full contact details.