

## BOOKING AGREEMENT TERMS AND CONDITIONS FOR HOSPITALITY, FUNCTIONS AND ACCOMMODATION

These terms and conditions apply to all hospitality, group accommodation, functions, weddings, golf days, self-catering accommodation, and any other events supplied by Goodwood. Please be aware that because these terms and conditions apply to many different types of supply by Us, some of them may not apply directly to Your particular booking.

The Agreement between us is made up of the booking form and any schedules, it excludes any other terms and conditions. These constitute the entire Agreement between us and they cannot be changed unless both parties have signed their agreement to the variation.

In this Agreement, "Client", "You" or "Your" means the person or company contracting with Goodwood, and, "Goodwood" We" or "Us" means the Goodwood company that is supplying the particular hospitality, activity, accommodation or function specified in the booking form (the "Event"). "Guests" shall mean your invitees, employees and delegates.

### 1. BOOKINGS

1.1 Where the Agreement is in writing all bookings are provisional and non-binding until the Agreement has been confirmed by You. Upon signature (or if online, upon completion of Your booking), all payments set out in the booking will become due and payable.

1.2 If the Agreement includes an anticipated number of Guests notified by You to Goodwood (the "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.

1.3 The number of Guests may be reduced without penalty as follows:

| Clear days' notice | Permitted shrinkage |
|--------------------|---------------------|
| More than 90 days  | 20%                 |
| 90 – 61 days       | 15%                 |
| 60 – 31 days       | 10%                 |
| 30 – 7 days        | 5%                  |
| 7 – 0 days         | 0%                  |

1.4 You will be liable for payment of any shrinkage in excess of these allowances. Goodwood will require payment of the difference between the appropriate percentage of the Contracted Number and the actual number of Guests at the Event. No shrinkage is permitted in respect of bookings for Goodwood Motor Circuit, hospitality at our main annual motorsport or horseracing events, or at Hound Lodge.

1.5 In the case of bedrooms reserved at Goodwood Hotel, including bedrooms booked 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.

1.6 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 eight weeks prior to the Event will result in the room(s) being released and ceasing to be available to You or Your guests.

1.7 Clauses 1.2 to 1.6 do not apply to self-catering accommodation. These bookings are limited to the number of people for whom the booking is made and subject to a maximum number of people overnight, which must not be exceeded.

1.8 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 <https://www.goodwood.com/legal/terms-and-conditions>.

1.9 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 Your Event and which Goodwood considers may have a materially adverse impact on the Event. In these circumstances, if You wish to change the date of the Event, Goodwood will work with You to achieve this.

1.10 We reserve 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.

### 2. CHARGES AND PAYMENT

2.1 Payment of the total cost of the Event ("Total Charge") shall be made according to the terms set out in the booking form.

2.2 Full prepayment is required prior to the Event. In some bookings payment may be split between a deposit which is due at the time of booking and a balance which will become due at a date prior to the Event date. You must pay any deposit and any advance payment(s) as specified and failure to do so will result in the cancellation of the booking, in which case the appropriate cancellation provisions of this Agreement will apply.

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

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

2.5 Payment is due for all accounts as specified in the invoice and without set off or deduction.

2.6 Payment must be made in GBP Sterling by 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.

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

2.8 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 a 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 services until a satisfactory arrangement for payment has been made.

2.9 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.

2.10 In the event of circumstances beyond Goodwood's control which have any impact on Goodwood's costs or liabilities (including increases in the standard rate of VAT or alcohol duty), Goodwood reserves the right to vary the prices specified in this Agreement accordingly.

2.11 You shall be responsible for and shall pay for any additional food, beverages, incidentals or other goods or services not provided for in the booking form but which are requested by and made available to You or Your Guests ("Additional Items"). These shall be payable immediately when they are incurred. Any Additional Items which remain unpaid after the Event must be paid within seven days of the date of invoice.

- 2.12 In some cases (e.g., self-catering accommodation), a security deposit will be taken upon booking. Provided that there is no damage to the property or furnishings We will refund the security deposit within seven days of departure.

### 3. CANCELLATION

#### Cancellation by You

- 3.1 If You wish to cancel the booking, this must be advised to Goodwood verbally first and then followed by written notice of cancellation.
- 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 Subject to clause 3.4, upon cancellation of a booking, Goodwood will charge the following cancellation fees which shall be a percentage of the Total Charge and 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:

| Venues: Goodwood House, Goodwood Hotel, The Kennels Downs and Park Golf Courses |      | Motor Circuit Hound Lodge Event hospitality |      | Self-catering accommodation |      |
|---------------------------------------------------------------------------------|------|---------------------------------------------|------|-----------------------------|------|
| Over 133 days                                                                   | 10%  | 91 days or more                             | 50%  | 60 days or more             | 10%  |
| 133 - 91 days                                                                   | 25%  | 90 days or less                             | 100% | 29 to 60 days               | 50%  |
| 90 - 30 days                                                                    | 60%  |                                             |      | 28 days or less             | 100% |
| 29 - 15 days                                                                    | 80%  |                                             |      |                             |      |
| 14 - 2 days                                                                     | 90%  |                                             |      |                             |      |
| 2 days or less                                                                  | 100% |                                             |      |                             |      |

- 3.4 If the cancellation fee is less than any deposit charged, 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.

#### Cancellation by Goodwood

- 3.5 Goodwood may provide immediate notice of cancellation in writing in the following circumstances:
- 3.5.1 in accordance with the abandonment and cancellation terms set out in the Goodwood ticketing terms and conditions at <https://www.goodwood.com/legal/terms-and-conditions>.
- 3.5.2 for reasonable operational or commercial reasons (which is not a Force Majeure reason);
- 3.5.3 in the event of non-payment or delayed payment of sums due under this Agreement; or
- 3.5.4 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 rules (e.g., relevant health and safety procedures or site rules)
- 3.6 If Goodwood cancels under clauses 3.5.1 or 3.5.2 Goodwood will refund you any deposit or amounts paid to Goodwood by the end of the month following the month of cancellation.
- 3.7 If Goodwood cancels under clauses 3.5.3 or 3.5.4, Goodwood may charge the cancellation fees provided for in clause 3.3 above.

### 4. RULES

- 4.1 The Event must start and finish at the times specified in the booking form (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.
- 4.2 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 the Goodwood Estate, Goodwood cannot guarantee the park area and access roads through the Goodwood Estate will always be clear. We will endeavour to keep You fully informed regarding potential disruption. If your Event is held at Goodwood House during the set up or break down of or during one of Our main annual events, the main entrance to Goodwood House may not be accessible and You will be required to use an alternative entrance for Goodwood House as notified to You by Goodwood.
- 4.3 In the case of equipment, entertainment, catering, and other service providers:
- 4.3.1 where catering services form part of the booking these will be provided solely by Goodwood through its own catering partners and other caterers are not permitted;
- 4.3.2 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;
- 4.3.3 You shall be responsible for ensuring that all third-party contractors comply with all applicable statutory codes or regulations including 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;
- 4.3.4 where applicable, You shall be responsible for ensuring Performing Rights Society and Phonographic Performance Limited requirements are complied with by any performer or musician engaged by You;
- 4.3.5 You are responsible for payment of any food or beverages provided to external contractors engaged by You for the Event;
- 4.3.6 all electrical equipment used by You or third-party contractors on site must be supported by a current Portable Appliance Testing certificate;
- 4.3.7 where it is necessary for Goodwood to hire equipment on Your behalf, the total cost shall be payable by You.
- 4.4 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.
- 4.5 You are responsible for the behaviour of Your Guests and shall ensure that these comply with Goodwood's rules and dress codes, where applicable.
- 4.6 Photography or video are not permitted in Goodwood House unless agreed in advance and in writing by Goodwood.

### 5. HEALTH AND SAFETY AND COMPLIANCE

- 5.1 You must fully comply, and ensure the full compliance by Your sub-contractors and Guests with Goodwood's health and safety and Bribery Act policies and, where applicable Racecourse Regulations and Rules of Racing, Golf at Goodwood rules and regulations and any additional property-specific procedures and regulations relating to golf bookings, the Goodwood Motor Circuit Site Regulations, Motor Circuit Driving Rules and health and safety requirements, and, any other policies of Goodwood as notified to You from time to time.
- 5.2 You shall ensure and maintain free access to fire exits at all times.

- 5.3 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.
- 5.4 You shall ensure that Your Guests observe the permitted hours for selling alcohol on Goodwood's premises. No food, wines, spirits or other beverages may be brought to Goodwood by You or Your Guests, for consumption on the premises unless prior consent in writing is obtained from Goodwood. In the case of consent being granted, an appropriate charge may be applied. This clause does not apply to self catering accommodation.
- 5.5 Drones may not be operated at or around Goodwood and any drones found to be operating without permission will be deactivated.
- 5.6 If the booking includes catering and if You or Your Guests have any food requirements or food allergies, please notify Us at the point of booking. For bookings at Hound Lodge, You must notify us and ensure that Your Guests notify Us of any dietary requirements or food allergies no later than seven days prior to the date of the booking. If You or Your Guests do not notify us at least seven days prior to the date of the booking, We may not be able to cater for any dietary requirements and You will need to make alternative arrangements at Your own cost.
- 5.7 Other than dogs, animals are not permitted on the Goodwood Estate (unless you have obtained written permission in advance). Dogs are allowed in certain areas of the Goodwood Estate, including the golf courses, the Kennels, Hound Lodge, self-catering accommodation and certain areas of the Goodwood Hotel, and it is Your responsibility to enquire whether dogs are permitted where you intend to carry out your booking. Please note that no dogs are permitted on the Motor Circuit or the Aerodrome at any time. Assistance dogs are permitted to attend with you at our annual events subject to the event dog policy.  
If your dog is permitted on the Goodwood Estate, it must be closely supervised and on a lead at all times (other than in self-catering accommodation) and You are responsible for clearing up after them. Any damage caused or additional cleaning required as a result of Your dog will be charged to you. The maximum number of dogs permitted in any self-catering venue is two.
- 5.8 Goodwood reserves the right to judge acceptable levels of noise or behaviour and You must ensure compliance with Goodwood's directions on these matters.
- 5.9 Goodwood reserves the right to exclude or eject any of Your Guests or contractors from the Event if We reasonably consider their behaviour is objectionable or causing a nuisance, 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.
- 6. INSURANCE**
- 6.1 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. 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. DATA PROTECTION**
- 7.1 Please be aware that CCTV may be operated in the public areas of the Goodwood Estate.
- 7.2 All personal information that We collect about You will be recorded, used, and protected by Us in accordance with applicable data protection legislation. The Goodwood group's privacy policy can be found at <https://www.goodwood.com/legal/privacy/> which sets out Goodwood's general and overarching policy regarding privacy and data.
- 7.3 You acknowledge that in relation to bookings that are held during our main annual events held at the Goodwood Estate that at such events 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 your image and that of any of Your Guests may be included either deliberately or accidentally in such photographs and moving images. By purchasing tickets for a Goodwood event or by attending such event You agree to release and assign to Goodwood (and agree to procure the release and assignment by all of Your Guests) permission to license all images, whether still or moving, and to use such images, as well as any associated sound recordings, in any media for any purpose which may include, amongst others, reporting, advertising, promotion, marketing and publicity for any product, service or future event. You agree (and agree to procure the agreement of all of Your Guests) that any images may be combined with other images, graphics or text (including your name), cropped, edited altered or modified. You further agree (and agree to procure the agreement of all of Your Guests) that Goodwood will have all rights to such images and associated sound recordings in perpetuity and that Goodwood is not liable for any further payment, consideration, accounting or further claim for any reason.
- 8. INTELLECTUAL PROPERTY**
- 8.1 Subject to clause 4.6, You are encouraged and permitted to film and record any events and publish any content on any media subject to the following condition. By recording and posting 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. Goodwood acknowledges that You shall retain ownership of copyright in the content.
- 8.2 You agree that all Intellectual Property owned by Goodwood or any Goodwood group company shall at all times remain the exclusive property of Goodwood or Our associated companies.
- 8.3 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.
- 8.4 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.
- 9. PERSONAL PROPERTY**
- 9.1 We do not accept responsibility for property belonging to You, Your Guests or Your contractors, including any goods deposited in any cloakrooms provided, and any goods left unattended on the premises are deposited at the owner's risk and without any liability to Goodwood.
- 9.2 We will assist You, 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.
- 9.3 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.
- 9.4 Badges, tickets and car park passes (where applicable) will not be issued until full payment has been received. Tickets will be issued to you via the Goodwood ticketing app. Swing badges will be given to you when you arrive at Your hospitality facility.
- 9.5 Where car park passes for the Goodwood main events are included in Your event hospitality booking these are limited to one car park pass per two Guests under each booking.
- 10. LIABILITY**
- 10.1 Neither party shall be liable to the other, 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 this Agreement.
- 10.2 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.
- 10.3 Nothing in this clause 10 restricts Goodwood's liability for death or personal injury resulting from its negligence or, where relevant, under the Hotel Proprietor's Act 1956 (which limits loss to £50 per item and £100 on aggregate).
- 10.4 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 or sub-contractors or Your or their vehicles.
- 10.5 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 by You or Your Guests or sub-contractors.
- 11. FORCE MAJEURE**
- 11.1 Subject to Clause 3.5.1 neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control including, but not limited to any abnormally inclement weather, flood, fire, explosion, earthquake, subsidence, structural damage or other natural physical disaster, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, an actual or material threat of terrorist action, civil commotion, the enactment or enforcement of any applicable laws, Governmental regulation, death of the Monarch, epidemic, pandemic or communicable disease.
- 12. AGENTS**
- 12.1 Should You contract with Goodwood through an agent the following conditions shall apply:
- 12.1.1 the agent acts in that capacity for You and not for Goodwood; and
- 12.1.2 the arrangement with the agent is subject to Goodwood's Booking Agent (Venues or Hospitality) Terms and Conditions; and
- 12.1.3 You accept full responsibility for the payment of all charges arising as a result of the booking.
- 12.2 Goodwood is acting for itself and as agent for each Goodwood group company.
- 13. GENERAL**
- 13.1 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. Any notice of change (clauses 1.2 and 3.1) shall be effective and binding on the business day on which it is received. Any notice of change received out of the hours of 09:00 and 17:00 shall be deemed to be received on the next business day.
- 13.2 Goodwood may sub-contract, assign or novate any of its rights and obligations under this Agreement. You may not sub-contract, assign, novate or otherwise transfer the Agreement or any of its rights or obligations to any third party without Our prior consent in writing. If either party sub contracts or assigns its obligations or 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.