



## TERMS & CONDITIONS

### 1. BOOKING

- a. A 'booking' is defined as accepted on receipt (by Punchestown) of the official booking form, signed by the client and accompanied by a 20% non-refundable deposit within a two week time frame of issue.
- b. Punchestown reserves the right to release, without notice to the client, the provisional booking if the 20% non-refundable deposit is not returned within a two week time frame.
- c. If payment of deposit is not received during this time frame Punchestown reserves the right to rescind the booking immediately without notice and reallocate booking forward.
- d. All deposits paid are non-refundable.
- e. The balances of charges are due no less than 30 days from receipt of deposit.
- f. Badges & tickets will not be issued until balance of booking is settled in full. No exceptions will be made.
- g. Payment may be made by credit card, cheque or bank transfer. Cheques are to be made payable to Blackhall Racing Company Unlimited.
- h. Bookings of less than 60 days prior to the event - all charges will be invoiced upon booking and will be due seven days from issue or immediately if the event is within 14 days of the booking.
- i. Cheques will not be accepted for bookings 14 days prior to the event.
- j. If Punchestown does not receive full payment of account as outlined above then Punchestown has the right to immediately terminate the booking without penalty or notice. In this event, any funds received from the client will be non-refundable.
- k. Any agent that signs the booking on behalf of a client accepts full responsibility under these terms.

### 2. CANCELLATIONS

- a. Cancellations must be confirmed in writing/email to Punchestown as soon as possible.
- b. Punchestown cancellation charges are as follows;
  - i. The deposit is retained in full in the event of client cancellation for any reason.
  - ii. If client cancels more than 30 days from the event 50% of the balance (full costs less deposit) will be returned to the client.
  - iii. If the client cancels less than 30 days from the event then no refund will be issued.
- c. In the event that the racing is abandoned the charges will be dealt with as follows;
  - i. If abandoned before the start of the first race and the racecourse is closed Punchestown will either refund in full or hold a credit to an equal sum to be used within one calendar year of original event.
  - ii. If abandoned before the start of the first race and the racecourse remains open and the client attends the event and avails of what is detailed in the booking form 25% (full costs) will be returned to client.
  - iii. If abandoned during racing but after the 3<sup>rd</sup> or feature race (whichever is earliest) no refund will be returned to the client.
  - iv. If any food or drink has been consumed by the client, regardless of the circumstances of the abandonment the catering services charges will be payable in full to the relevant catering contractor.
  - v. In the case of a client/customer testing positive for Covid-19 and subsequently being unable to attend the event, Punchestown agree to hold credit on account (in the case of hospitality clients) or provide a voucher to the value of the ticket purchased (ticket customers). To avail of this agreement the client should email [info@punchestown.com](mailto:info@punchestown.com), enter 'Positive Credit' in subject line, provide name, contact number and proof of positive test. All applications will be processed post event.

### 3. ALTERATIONS TO BOOKINGS

- a. Every reasonable effort will be made to provide the event as advertised to the client, but Punchestown reserves the right to make any alterations to event arrangements, including changes in time, date and venue, modifications in programmes, provision of alternative menu and facilities where deemed necessary
- b. Punchestown will accept no changes to existing bookings from 30 days prior to event starting. The specific date will be supplied to clients in advance via email.



#### 4. CATERING

- a. Punchestown shall provide the catering services to the client at the event through the official Punchestown catering panel.
- b. No food, intoxicating liquor or other drinks, except those supplied through the one of the official catering companies, can be brought into or consumed at the event.
- c. In providing bar and catering services Punchestown and its official catering companies reserve the right to refuse to serve intoxicating liquor to clients or customers who appear to be intoxicated.

#### 5. EXCLUSION OF LIABILITY

- a. Punchestown is not responsible for loss, damage or injury to any person or to their property at Punchestown events or events taking place at Punchestown.
- b. Punchestown accepts no responsibility for circumstances beyond its control including force majeure, terrorist activities, weather conditions, fire or for the early or late opening or closure the event.
- c. The client is responsible for all damages caused by any member of the client party and Punchestown reserves the right to require any person whose behaviour is likely to cause inconvenience, nuisance, difficulties to other clients or their guests to leave the event immediately. This is at the sole discretion of Punchestown. No refund shall be made available by Punchestown should the above occur.
- d. Punchestown takes great care to ensure that the descriptions of events are accurate but recognises that errors can occur and that amenities advertised may be modified or withdrawn. Punchestown has no responsibility for any such errors or modifications.

#### 6. COMPLAINTS OR DISPUTES

In the event of dissatisfaction or complaint the client is required to notify Punchestown in writing within seven days of the occurrence giving rise to the dissatisfaction or complaint. Punchestown shall endeavour to deal with the cause of such dissatisfaction or complaint to the satisfaction of the client. In the event of the matter not being settled between Punchestown and the client the complaint shall be referred to an independent Arbitrator for adjudication appointed by the President at the time being of the Incorporated Law Society of Ireland who shall act as an expert and not as an Arbitrator under the Arbitration Act and whose decision including a decision on his costs and including the costs of the Arbitrator and will be final and binding on all parties.

#### 7. USE

- a. The client must not use the event for business purposes or any purpose other than hospitality purposes without written consent of Punchestown has been obtained. Business purposes shall include but not limited to, product or company branding, marketing or product sampling or any other publicity or promotional activity.
- b. The client undertakes that none of the following activities shall occur at the event;
  - i. any gambling activity which would require an operating license under the Betting (Amendment) Act 2015.
  - ii. any activity which may constitute the provision of spread betting services or any other activity which would require authorisation under the Central Bank and Financial Services Authority of Ireland (Amendment) Act 2017.
  - iii. any activity that would place Punchestown in breach of any of its regulatory licences or permissions.

#### 8. MEDIA COVERAGE

All attendees including parents with minors are reminded that many races and fixtures are given coverage on television, radio, online and in print as well as by Punchestown in its own marketing literature. By entering the racecourse, attendees shall have no right to object to and hereby given their consent to their image being included in any such material. Each attendee will give any additional consents or waivers required for the unrestricted lawful use of any coverage without request for payment or imposing any other conditions on Punchestown.

#### 9. MEDIA RIGHTS

The restreaming of races is not permitted under the Broadcasting Act 2009.

#### 10. GENERAL

These terms and conditions are governed by the law of the Republic of Ireland and nothing in these terms and conditions shall be deemed to deprive the client of rights which the client may enjoy as a consumer under the provisions of the Sale of Goods & Supply of Services Act or any Statutory Modification thereafter.