

## **SPECIAL CONDITIONS E - ON-COURSE BOOKMAKERS AND STAFF**

### **1 Scope and Duration of Special Conditions E**

- 1.1 These Special Conditions E apply to all Attendees who are involved in any bookmaking activities on the Racecourse. This includes Bookmakers (as defined in paragraph 1.6 below) and any person employed or engaged by a Bookmaker to assist in any way whatsoever with the carrying out of bookmaking activities on the Racecourse.
- 1.2 All references to 'Special Conditions E' shall include all and any policies and/or procedures referred to in them.
- 1.3 We give notice that these Special Conditions E shall automatically cease to have effect on 31 August 2012. On 1 September 2012 a new set of Special Conditions E which shall replace and supersede these Special Conditions E shall come into effect. It is our intention that the new Special Conditions E shall allow the Racecourse to allocate all positions in all betting areas at its sole discretion. This paragraph terminates these Special Conditions E and, therefore, no further notice shall be required to effect such termination whether under paragraph 1.4 (which applies only to changes to these Special Conditions E) or otherwise.
- 1.4 We agree that we shall provide at least 3 months notice of our intention to make any material change to these Special Conditions E. Full details of any material change shall be made available via our Nominated Contractor's website not less than 2 weeks before such material change comes into effect.
- 1.5 Nothing in these Special Conditions E shall limit or restrict our ability to make and we shall be entitled to issue minor changes, supplementary rules and/or guidelines to Special Conditions E from time to time and such minor changes, supplementary rules and/or guidelines shall have immediate effect.

### **Bookmakers and Staff**

- 1.6 The only Attendees who shall be permitted to accept or lay off bets on the Racecourse shall be:
- 1.6.1 the holders of a general betting operating licence; and
- 1.6.2 any person employed by the holder of a general betting operating licence under a written contract of employment and named on the general betting operating licence of their employer.

For the purposes of these Special Conditions E, this category of Attendees shall be known as **Bookmakers**.

**Staff** means any employee or other person engaged by a Bookmaker to provide or assist with the carrying out of bookmaking activities on behalf of the Bookmaker, but who does not accept or lay off bets.

- 1.7 These Special Conditions E apply to all Bookmakers and Staff whether or not they hold any other badge, PASS Card or other entitlement to enter the Racecourse.

### **IMPORTANT NOTE TO BOOKMAKERS**

- 1.8 Nothing in these Special Conditions E:
- 1.8.1 shall require us to admit to the Racecourse any Bookmaker or Staff who has or in our reasonable opinion is likely to commit an offence, a breach of these Special Conditions E or behave in an unacceptable manner;
  - 1.8.2 shall confer any tenancy or right to exclusive possession upon a Bookmaker of any part of the Racecourse (including the Existing Betting Ring) and possession of the Racecourse (including the Existing Betting Ring) is retained by us and a Bookmaker shall not be entitled to use any part of the Racecourse (including the Existing Betting Ring) to the exclusion of us or any others who are from time to time entitled.
- 1.9 We draw to Bookmakers attention the provisions of Special Conditions 2.11 and 2.12 below regarding positions within Betting Areas.

## **2 Special Conditions for Bookmakers**

### **Definitions**

- 2.1 In these Special Conditions E the following words and expressions shall have the following meanings:
- 2.1.1 **Betting Area** means any area of the Racecourse that we have designated as a betting area or we otherwise make available to Bookmakers to carry out bookmaking activities from time to time;
  - 2.1.2 **Betting Badge** means the admission ticket purchased by a Bookmaker on each raceday providing entry to the Racecourse;
  - 2.1.3 **Betting Administration Fee** means the fee charged by us in respect of the administration and management of the Existing Betting Ring;
  - 2.1.4 **Betting Ring Manager** means our authorised representative or contractor responsible for ensuring the proper and orderly admission and conduct of Bookmakers and Staff in the Existing Betting Ring;
  - 2.1.5 **Bookmaker Number** means the maximum number of Bookmakers (one per position) who may enter an Existing Betting Ring on a raceday;
  - 2.1.6 **Existing Betting Ring** means any Betting Area established and in use on or prior to 31 August 2007 and in relation to any temporary areas only for those fixtures authorised under a Certificate of Approval as at 31 August 2007.

2.1.7 **Identification Card** means a valid photographic identification card issued by our Nominated Contractor in accordance with such procedures as our Nominated Contractor may issue from time to time.

2.1.8 **Identification Papers** means:

(a) either:

(i) a copy of the Bookmaker's general betting operating licence; or

(ii) in the case of an employee of a Bookmaker who wishes to accept bets, a copy of the employer's general betting operating licence or, in the case of a large scale operator, a staff identification card; or

(b) photographic identification being either a passport, new style driving licence incorporating a photograph; and

(c) a Certificate of Discharge of liabilities from the Horserace Betting Levy Board (or appropriate exemption); and

(d) documentary evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as we deem appropriate;

2.1.9 **New Betting Area** means any Betting Area established on or after 1 September 2007 which includes temporary areas for fixtures not authorised under a Certificate of Approval as at 31 August 2007.

2.1.10 **Nominated Contractor** means the contractor nominated by us from time to time to issue Identification Cards.

### **Admission to the Betting Areas**

2.2 Bookmakers may only receive and take bets in those areas of the Racecourse that we have designated as Betting Areas. Any Bookmaker who takes or receives bets or whom we reasonably believe is likely to take or receive bets in any other part of the Racecourse without our prior approval shall be refused entry or ejected from the Racecourse (as appropriate).

2.3 Entry to the Existing Betting Ring at the Racecourse shall be limited to:

2.3.1 Staff who have paid the admission fee;

2.3.2 Bookmakers who have paid the admission fee and hold a valid Betting Badge for that raceday;

2.3.3 Bookmakers who make their Identification Card or Identification Papers available at the Badge Box for inspection on entry to the Racecourse;

2.3.4 Bookmakers who pay the Betting Administration Fee at the Badge Box; and

- 2.3.5 the Bookmaker Number for the relevant betting area on that particular raceday.
- 2.4 Any Bookmaker shall be permitted to apply to the Nominated Contractor for an Identification Card in accordance with the Racecourse's procedures, as amended from time to time
- 2.5 The Bookmaker Number for each Existing Betting Ring shall be decided by us and the Bookmaker Number for the same Existing Betting Ring may vary on different racedays. We reserve the right to vary the Bookmaker Number for each and every Existing Betting Ring as we see fit.
- 2.6 In addition to our rights to refuse entry to or expel any Attendee under the General Conditions, we reserve the right to refuse entry to or to expel:
- 2.6.1 any Bookmaker who fails to present or make available for inspection their Identification Card or Identification Papers when requested to do so by us, our officials or the Betting Ring Manager; or
- 2.6.2 any Bookmaker or Staff who has breached, or whom we, our officials or the Betting Ring Manager reasonably believe is likely to breach, any of these Special Conditions E in any other way. This may include circumstances where a Bookmaker or Staff has been refused entry to, expelled from or been subject to any other action by another racecourse because of a breach or likelihood of breach of Special Conditions E.

#### **Positions within Existing Betting Rings**

- 2.7 Layout of Existing Betting Rings will be determined by us in consultation with the Betting Ring Manager from time to time.
- 2.8 Positions in Existing Betting Rings will be allocated by the Betting Ring Manager in accordance with the policies and procedures notified by the RCA (acting on our behalf) to the Betting Ring Manager from time to time. Details of these policies and procedures will be available to Bookmakers on our Nominated Contractor's website.
- 2.9 The allocation of positions by the Betting Ring Manager on any raceday shall be final and binding and we shall not have any liability to any Bookmaker (or Staff, where applicable) for any loss, damage or harm suffered as result of any allocation of positions or other decision by the Betting Ring Manager.
- 2.10 The allocation of positions in and conduct of New Betting Areas will be entirely at our discretion.
- 2.11 Nothing in these Special Conditions E shall confer any right upon a Bookmaker to be allocated a particular position within the Existing Betting Rings.
- 2.12 Nothing in these Special Conditions E nor any acts or omissions of the Betting Ring Manager shall or shall be deemed to create any proprietary rights or any other rights whatsoever in any position or right to be allocated a position.

### **Conduct in the Betting Areas**

2.13 All Bookmakers and Staff (where appropriate) granted access to the Racecourse under these Special Conditions E must:

2.13.1 hold and maintain comprehensive and adequate public liability insurance with a reputable insurer on industry standard terms to cover a reasonable level of liability for any claim for which they become liable as a result of any loss or damage which they cause whilst present on the Racecourse;

2.13.2 comply with:

- (a) The Orders and Rules of Racing;
- (b) our instructions and the reasonable instructions given by our staff, our officials and the Betting Ring Manager; and
- (c) all applicable laws and regulations which may apply to on-course bookmaking from time to time and all guidelines and codes of conduct which may be issued pursuant to such laws and regulations;
- (d) provide to the Racecourse all and any information as the Racecourse may request relating to the bookmaking activities carried out by or on behalf of the Bookmaker on the Racecourse within 14 days of such request.

2.13.3 not indulge in or be associated in any way with any practice that has, or might have, the effect of distorting artificially the betting market or starting price for any race whether by offering false prices on any horse or any other means.

2.14 In particular, all Bookmakers and Staff (where appropriate) must:

2.14.1 price up the odds on offer at least ten minutes before the scheduled time of a race on which he or she proposes to bet;

2.14.2 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) the place terms if betting each-way;

2.14.3 prominently display (i.e. this should not be obscured in any way and should be within the direct eye line of the customer) a fair exchange rate if accepting and/or paying out bets in differing currencies;

2.14.4 conduct bookmaking activities from a stand and equipment (including display boards) known as a joint that is compliant with the specification agreed by the RCA and NAB, ARB and RBA from time to time;

2.14.5 shall not display any logo or insignia indicating involvement in any customer service scheme, other than the Gold Flag if a current member

of the RCA/RfC Customer Charter, unless otherwise agreed with the racecourse.

- 2.14.6 ensure that areas surrounding joints are kept free from clutter and, where appropriate, personal items are kept in or on the joint;
  - 2.14.7 keep equipment used in the course of his or her business (including the joint and surrounding areas) in a clean, tidy and safe condition, free from clutter. All boxes not stored in the joint must be removed from the betting area at least thirty minutes before the scheduled time of the first race;
  - 2.14.8 ensure that umbrellas used by the Bookmaker and his or her Staff are lowered at or before the start of any race and that umbrellas are kept lowered until the last horse racing has passed the winning post unless agreed otherwise by our official or nominated representative;
  - 2.14.9 conduct his or herself and ensure that his or her Staff conduct themselves in a proper and seemly manner at all times and conduct business with customers and other authorised personnel in a polite and helpful manner; and
  - 2.14.10 comply with and ensure that his or her Staff comply with any dress code in force on any particular raceday.
- 2.15 No Bookmaker shall dismantle his or her joint or leave the Betting Area until ten minutes after the weighed-in signal has been given in respect of any race on which he or she has an unsettled cash claim in respect of any bet at any Meeting. If, following that period, the Bookmaker has an unsettled cash claim outstanding he or she shall leave with the Betting Ring Manager:
- 2.15.1 the amount due to the winning customer;
  - 2.15.2 full details of the terms of the bet;
  - 2.15.3 details of the receipt number.
- 2.16 Any Bookmaker who has adopted the RCA/RfC Customer Charter must comply with its terms and conditions at all times.
- 2.17 Any betting dispute that a Bookmaker is unable to resolve must be notified to the Betting Ring Manager without delay.
- 2.18 Unless otherwise displayed prominently, all Bookmakers shall use Tattersalls Committee as their independent third party dispute resolution service.

### **Identification Cards**

- 2.19 Neither the Racecourse nor any nominated Contractor shall be under any obligation to issue an Identification Card to a Bookmaker who in the Racecourse's opinion fails to satisfy such criteria as either the Racecourse or our nominated Contractor set out in its application procedures from time to time.

The Racecourse and our nominated contractor may impose such conditions as we consider fair and reasonable. The Racecourse and our Nominated Contractor may require any application for an Identification Card to be accompanied by and/or require the holder of an Identification Card to provide within a reasonable period upon request:

- 2.19.1 evidence of the applicant's identity and compliance with section 92 Gambling Act 2005 which may include a general betting operating licence, passport, driving licence or such other documentation as the Racecourse deems appropriate;
- 2.19.2 a Certificate of Discharge of liabilities from the Horserace Betting Levy Board;
- 2.19.3 evidence of public liability insurance with a reputable insurer on industry standard terms in such amount as the Racecourse deems appropriate;
- 2.19.4 a fee to cover the administrative costs of processing the application and issuing the Identification Card;
- 2.19.5 any other information or documentation as the Racecourse considers necessary.

2.20 Identification Cards are non-transferrable and may not be sold, offered for sale or otherwise transferred to any person. Identification Cards remain the property of the Racecourse at all times and the Racecourse reserves the right to require the immediate return of Identification Cards.

2.21 In the event that an Identification Card is lost or stolen the Bookmaker must notify our nominated contractor immediately of such loss or theft. Neither our nominated contractor nor the racecourse have any obligation to automatically replace any lost or stolen Identification Card and may require the Bookmaker to submit a new application. If our nominated contractor or the Racecourse decides to replace a lost or stolen Identification Card it may charge a fee to do so.

### **Mobile Telephones, Telecommunications and Networked Computers**

2.22 When on the Racecourse, use by Bookmakers of any telecommunications systems, computers or other electronic devices whether in connection with the business of bookmaking or for any other purpose and in particular for accessing and/or transacting with online or telephone betting exchanges or other telecommunications systems, computers or electronic devices whether on the Racecourse or elsewhere, must be notified to the Racecourse badge box personnel on each raceday. This requirement for notification extends to the use of any third party or public wired, wireless or other electronic communications network and is not limited to online or telephone betting exchanges. Bookmakers shall not use telecommunications systems, computers or other electronic devices except as notified to us. If we have any commercial concern with a notified use, the Bookmaker shall discuss such use with us in good faith.

- 2.23 Any Bookmaker who uses telecommunications systems, computers or other electronic devices on the Racecourse must comply with any monitoring or inspection of the use of such devices carried out by us or our officials.
- 2.24 In addition to the obligations set out in paragraphs 2.22 and 2.23, where a Bookmaker has more than one position at a Racecourse and intends to network the telecommunications system, computer or other electronic devices used at the different positions then the Bookmaker must advise the Betting Ring Manager of this and supply the name of each person that will be manning each of the positions to the Betting Ring Manager upon entry to the Betting Area. Any failure to provide such notification and information to the Betting Ring Manager shall constitute a breach of Special Condition E.

### **Breach of Special Conditions E**

- 2.25 In addition to our rights to expel Attendees under the General Conditions of Entry, we reserve the right to expel from the Racecourse any Bookmaker or Staff who:
- 2.25.1 has or is likely to commit an offence;
  - 2.25.2 has or is likely to commit a breach of these Special Conditions E;
  - 2.25.3 behaves or is likely to behave in an unacceptable manner or unruly manner or in a manner likely to cause offence to other Attendees.
- 2.26 If the Racecourse expels a Bookmaker or member of Staff or becomes aware of any act by a Bookmaker or member of staff which gave the Racecourse a right to expel or refuse entry to a Bookmaker, we shall, at our sole discretion, decide whether any action shall be taken against the Bookmaker or member of Staff. Such action may include a restriction prohibiting the Bookmaker or member of Staff from entering the Racecourse and/or Betting Area either indefinitely or for such period of time as we deem appropriate.
- 2.27 Bookmakers shall be fully liable and responsible for the conduct and actions of their Staff. Any breach of the General Conditions or these Special Conditions E by any Staff engaged by a Bookmaker shall be treated and be liable to incur the same penalties as if it were a breach by the Bookmaker him or herself.
- 2.28 We shall not have any liability or responsibility for any loss, damage or any other harm suffered or incurred by any Bookmaker or Staff arising from the admission, non-admission or expulsion of any Bookmaker or Staff from the Racecourse or the Betting Area.
- 2.29 Any failure or delay by us, our officials or our Betting Ring Manager to insist upon strict observance of these Special Conditions E or to exercise our rights under these Special Conditions E or at law shall not be construed as a waiver of our rights and shall not prevent us from exercising any of our rights under these Special Conditions E.