

LICENCE TO BOOKMAKER TO OCCUPY A BETTING POSITION AT EPSOM RACECOURSE - 2019

PARTICULARS

DATE OF THIS LICENCE:.....

Licensor:	EPSOM DOWNS RACECOURSE LIMITED (Company Number 01752969) whose registered office is at 75 High Holborn, London, WC1V 6LS	Bookmaker: (trading name) Company Number (if applicable): Operating Licence Number:	
Racecourse:	Epsom Downs Racecourse, Epsom Downs, Surrey, KT18 5LQ	Bookmaker's Address:	
Betting Position:	means the position in the betting area designated as [ENCLOSURE NAME] allocated from time to time by the Licensor in accordance with the Bookmaker's position on the List of Bookmakers		
Licence Fee:	£..... inclusive of VAT for the Licence Period unless altered in accordance with the terms of this Licence		
Licence Period:	[31 May 2019, 1 June 2019 and 26 August 2019] unless terminated earlier in accordance with the terms of this Licence	Raceday Hours:	Up to 5 hours before the start time of the first scheduled race until 30 minutes after the finish time of the last race on 1 June 2019 and up to 3 hours before the start time of the first scheduled race until 30 minutes after the finish time of the last race on 31 May 2019 and 26 August 2019
List Position:			
Bookmaker Number:			

<p>SIGNED by</p> <p>duly authorised for and on behalf of the Licensor</p> <p>PRINT NAME</p>	<p>SIGNED by</p> <p>duly authorised for and on behalf of the Bookmaker</p> <p>PRINT NAME</p>
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- 1 GRANT OF LICENCE AND LICENCE FEE CONTINUED**
- 1.1 Subject to the provisions of this Licence and the Racecourse Terms and Conditions the Licensor grants to the Bookmaker a licence to use the Betting Position for the Permitted Use only on the terms set out in this Licence.
- 1.2 The Bookmaker shall have paid to the Licensor the Licence Fee (which includes the cost of the betting badge) by no later than 29 March 2019.
- 1.3 The Bookmaker shall pay to the Licensor the Betting Administration Fee by no later than 29 March 2019.
- 1.4 The Licensor retains the right to move the Bookmaker from the Betting Position to another betting position at any time.
- 1.5 The parties acknowledge and agree that the arrangement for the Bookmaker's occupation of the Betting Position constitutes a bare licence to use premises.
- 2 DEFINITIONS**
- 2.1 The Particulars shall form part of this Licence and all terms defined in the Particulars bear the meanings stated.
- 2.2 In this Licence unless the context otherwise requires:
- (a) the expression "Licensor" shall include its successors in title;
- (b) words importing persons include firms, companies and corporations and vice versa;
- (c) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order, instrument, plan, regulation, permission and direction made or issued under it or under any statute replaced by it or deriving validity from it;
- (d) where any obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that obligation and where any obligation is undertaken for the benefit of two or more persons jointly those persons shall be jointly and severally entitled to that benefit;
- (e) any obligation on any party to this Licence not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control; and
- (f) the headings in this Licence shall not affect the interpretation.
- 2.3 "AGT" means the Administration of Gambling on Tracks Limited.
- 2.4 "Betting Area" means the betting area designated as such in the definition of "Betting Position" in the Particulars.
- 2.5 "Betting Ring Manager" means the Licensor's authorised representative or contractor responsible for ensuring the proper and orderly admission and conduct of bookmakers and staff in the Betting Areas.
- 2.6 "Betting Administration Fee" means an administration fee of £23 per day (inclusive of VAT) payable in accordance with clause 1.3 above.
- 2.7 "List of Bookmakers" means the list of bookmakers held by the Licensor determining seniority in accordance with the results of the Licensor's tender process and its business as a racecourse as updated from time to time, a copy of which is available for inspection by the Bookmaker on request on Racedays only.
- 2.8 "Permitted Use" means the provision of betting services in connection with the Bookmaker's business as a licensed bookmaker from the Betting Position at the Racecourse on Racedays during Raceday Hours throughout the Licence Period only.
- 2.9 "Racecourse Terms and Conditions" means the terms and conditions of entry to the Racecourse and Special Conditions E as amended from time to time by the Licensor.
- 2.10 "Raceday" means each horseracing fixture under the Orders and Rules of Racing held at the Racecourse on 31 May 2019, 1 June 2019 and 26 August 2019.
- 2.11 "Rules of Racing" means the rules of racing issued by the British Horseracing Authority or any successor body from time to time.
- 2.12 In the case of a conflict between this Licence and the Racecourse Terms and Conditions the terms of this Licence shall prevail.
- 3 BOOKMAKER'S OBLIGATIONS**
- During the Licence Period the Bookmaker shall comply with the terms of this Licence and in addition to its other obligations under this Licence the Bookmaker shall:
- 3.1 use the Betting Position only on Racedays and for the Permitted Use;
- 3.2 not receive or take bets anywhere on the Racecourse other than from the Betting Position without the prior written consent of the Licensor and breach of this obligation shall result in the Bookmaker being removed from the Racecourse;
- 3.3 comply with the Rules of Racing and the Racecourse Terms and Conditions;
- 3.4 occupy the whole of the Betting Position personally (which shall include being represented by its employees or another bookmaker who holds a general betting operating licence (section 92(1)(c) Gambling Act 2005) and shall not assign, transfer, sublet, charge or otherwise dispose of part with or share possession or occupation or authorise any other person (except its employees) to use the whole or any part of the Betting Position;
- 3.5 not alter or add to the Betting Position in any way nor cause any damage or obstruction to the Betting Position or the Racecourse or any other betting position;
- 3.6 not erect nor install in, on or under the Betting Position any equipment or machinery except those items as shall first have been approved by the Licensor in its absolute discretion;
- 3.7 not do anything to invalidate any policy of insurance of the Licensor or which is likely to result in an increased insurance premium for the Licensor;
- 3.8 keep the Betting Position clean and tidy and not allow the accumulation of rubbish on the Betting Position or allow rubbish arising from the Betting Position to enter any part of the Racecourse;
- 3.9 not to do on the Betting Position anything which:
- (a) may be or become a nuisance, annoyance or disturbance or which may cause damage to the Betting Position or the Racecourse or to the Licensor or the owner or occupier of any adjoining or neighbouring premises;
- (b) would constitute a breach of the Licensor's own lease (if any); or
- (c) is illegal or immoral.
- 3.10 comply in all respects with the provisions of all applicable legislation and the requirements of any competent authority relating to the Betting Position or anything done on it;
- 3.11 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 resulting from loss or damage caused by the Bookmaker whilst present on the Racecourse;
- 3.12 at the expiration of the Raceday Hours on each Raceday during the Licence Period and at the expiration of the Licence Period or earlier termination of this Licence, vacate the Betting Position leaving it in the condition required by this Licence and remove any of the Bookmaker's belongings;
- 3.13 indemnify the Licensor against any costs incurred through the removal, destruction and/or disposal of any items as a result of the Bookmaker's failure to comply with clause 3.12;
- 3.14 not fix or display in or on the Betting Position any sign, logo or associated corporate image save that used in the ordinary course of business of the Bookmaker and which shall comply with all directions of the Licensor or its representatives;
- 3.15 not display any third party advertising relating to the Permitted Use on joints and umbrellas;
- 3.16 be responsible for safely securing betting joints at the allocated Betting Position by way of a spike, 'corkscrew' or similar;
- 3.17 not obstruct, misuse or overload any existing or future pipes, sewers, cables or other such media for the passage and transmission of services, waste or information, nor keep any substance known or reasonably believed to be harmful to human health or the environment on the Betting Position or in any storage areas;
- 3.18 supply the Licensor prior to opening the Betting Position for trading with a complete list of all names and addresses of the staff employed by the Bookmaker at the Betting Position and promptly give written notice to the Licensor of any change to such staff;
- 3.19 observe and comply with and ensure any staff employed at the Betting Position observe and comply with all reasonable regulations and instructions given by or on behalf of the Licensor;
- 3.20 not hinder or obstruct the Licensor in the running of the Racecourse and co-operate and comply with the Licensor's requirements or instructions;
- 3.21 keep the Betting Position open to the customers of the Racecourse from the start of the first race to the end of the last race on each Raceday unless payment arrangements have been made with the Betting Ring Manager and to the satisfaction of the Licensor;
- 3.22 provide to the Licensor within 14 days of request, all and any information as the Licensor may reasonably request relating to the bookmaking activities carried out by or on behalf of the Bookmaker whilst on the Racecourse including, without limitation, such information as may be required for the purpose of resolving any betting disputes or for integrity purposes and provided always that the Licensor shall treat such information as confidential;
- 3.23 notify the Licensor, in accordance with the Licensor's then current procedures, of any use by the Bookmaker on each Raceday of any telecommunications systems, computers or other electronic devices which the Bookmaker has brought onto the Racecourse whether in connection with the Permitted Use or for any other purpose and in particular, but without limitation, 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 and including the use of any third party or public wired, wireless or other electronic communications network in addition to online or telephone betting exchanges;
- 3.24 not use telecommunications systems, computers or other electronic devices other than those notified to the Licensor under clause 3.23;
- 3.25 discuss with the Licensor in good faith any commercial concern the Licensor may have about the Bookmaker's use of telecommunications systems, computers or other electronic devices;
- 3.26 comply with any reasonable monitoring or inspection requirements the Licensor may have in connection with use of telecommunications systems, computers or other electronic devices on the Racecourse including, without limitation, such information as may be required for the purpose of resolving any betting disputes or for integrity purposes;
- 3.27 advise the Betting Ring Manager if it intends to network any telecommunications system, computer or other electronic devices used at different positions at the Racecourse and supply to the Betting Ring Manager the name of each person that will be manning each of the networked positions;
- 3.28 issue printed itemised tickets to all customers of the Racecourse who place bets with the Bookmakers.
- POSITION ALLOCATION POLICY**
- Positions in the Betting Area will be allocated by the Betting Ring Manager in accordance with the following policy and procedure, which may be amended from time to time.
- A bookmaker shall not be allocated a Betting Position in the Betting Area unless the bookmaker holds a List Position on the relevant List of Bookmakers.
- Positions in Betting Areas will be allocated to bookmakers in numerical order as they appear on the relevant List of Bookmakers at such time as the Licensor deems appropriate.
- On 1 June 2019, the Bookmaker's pitching-up time will be up to five (5) hours prior to the start time of the first scheduled race and the Bookmaker shall be notified by AGT prior to that date of the time a Betting Ring Manager will be available at the Betting Area.
- On 31 May 2019 and 26 August 2019, the Bookmaker's pitching-up time will be up to three (3) hours prior to the start time of the first scheduled race.
- Bookmakers who arrive after position allocation has commenced will be allocated a Betting Position as soon as reasonably practicable.
- The number of Betting Positions allocated in the Betting Area shall not exceed (i) the Bookmaker Number, which is determined by the Licensor from time to time (ii) the actual number of positions on the List of Bookmakers awarded by the Racecourse.
- The layout of the Betting Area shall be determined by the Licensor from time to time.
- WARRANTY**
- The Bookmaker warrants that it holds a valid operating licence authorising it to provide facilities for betting at the Racecourse from the Gambling Commission in accordance with Part 5 of the Gambling Act 2005.

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6 TERMINATION

- 6.1 The Licensor may terminate this Licence with immediate effect if at any time:
- (a) the Bookmaker is in breach of any of the terms of this Licence; or
 - (b) the whole or any part of the Licence Fee or Betting Administration Fee remains unpaid after becoming due (whether formally demanded or not); or
 - (c) any enforcement proceedings are taken or threatened against the Licensor as a result of the Permitted Use not being authorised under planning legislation; or
 - (d) the Bookmaker (if an individual) becomes bankrupt or (if a company) enters into liquidation whether voluntary or compulsory (unless for reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator; or
 - (e) any licence consent permission or authority required by the Bookmaker in order to carry out the Permitted Use is terminated, revoked, removed, lost or withdrawn .
- 6.2 The termination (pursuant to clause 6.1) or expiry of this Licence shall be without prejudice to any claim by the Licensor against the Bookmaker in respect of any arrears of Licence Fee or any breach of the Bookmaker's obligations in this Licence.

7 LIABILITY

- 7.1 The Bookmaker shall indemnify the Licensor against all losses, costs, claims, expenses, liabilities and demands arising out of:
- (a) the breach or non-performance by the Bookmaker of any of its obligations in this Licence; or
 - (b) the use of the Betting Position and the Racecourse by the Bookmaker or its invitees or any other person using the Betting Position with the consent of the Bookmaker.
- 7.2 To the extent permitted by law, the Licensor shall not be liable to the Bookmaker or its employees, agents or invitees for any personal injury, damage or loss incurred in connection with their use of the Racecourse howsoever caused (other than death or personal injury caused by the negligence of the Licensor, its employees or agents) and it is agreed between the Licensor and the Bookmaker that the Bookmaker, its employees, agents and invitees shall use the Betting Position at the sole risk of the Bookmaker.
- 7.3 The Licensor shall not have any liability to the Bookmaker for any loss incurred as a result of changes to, or the suspension of, the premises licence held by the Licensor, or closure of the Racecourse including, without limitation, any loss of operating profit or other financial loss.

8 CONFIDENTIALITY

The parties to this Licence will at all times keep confidential information acquired in consequence of this Licence except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties do not intend that any term of this Licence should be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

10 NO WARRANTY

Nothing in this Licence shall constitute a warranty by the Licensor that the Betting Position may be lawfully used for the Permitted Use and the Bookmaker acknowledges that no such warranty has been given by the Licensor.

11 PROPER LAW

This Licence and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English Court.