
THE CURRAGH

WHERE CHAMPIONS ARE MADE

Terms & Conditions of use of the Curragh Training Grounds **1st June 2018**

Licensed Users of the Training Grounds	2
Payment of Licence Fees.....	3
Non-Licensed Users of the Training Grounds	3
All Users of the Training Grounds	4
Access.....	6
Insurance.....	6
Accident & Emergency Procedure	6
Termination.....	7
Limitation of Liability	8
General.....	8
Appendix 1 - Definitions.....	10
Appendix 2 - Curragh Training Grounds Fees 1 st June 2018	11
Appendix 3 - Gallop Rules	12
Appendix 4 - Licence Application Form	15
Appendix 5 - Veterinary Surgeons / Farriers Directive	16
Appendix 6 - Important Contacts.....	17

Terms & Conditions of Use for the Curragh Training Grounds

Terms with a capital initial are defined terms and are defined in Appendix 1.

1. CRL permits use of the Training Grounds for the Permitted Use, subject to these Terms & Conditions and payment of the Licence Fees and any applicable Fees.

Licensed Users of the Training Grounds

2. All those who were previously licensed by the Turf Club / IHRB to use the Training Grounds shall, with effect from 1st June 2018, be deemed to have a licence from CRL, subject to proof of a valid Turf Club/IHRB training licence and the insurance required by Condition 24 being provided. This documentation will be an annual requirement from CRL for the purposes of maintaining a licence to use the Training Grounds.
3. Those individuals who are licensed to train racehorses by the IHRB after 1st June 2018 and who wish to obtain a licence to train racehorses on the Training Grounds can do so by applying to CRL. Only those individuals licensed to train racehorses by the IHRB are eligible for a Curragh Training Grounds Licence.
4. A licence granted to use the Curragh Training Grounds is specific to the Licensee and he or she cannot assign or otherwise transfer the benefit of it.
5. CRL reserves the right to refuse to grant a licence to use the Training Grounds.
6. Licensed Users must:
 - a. complete and return a list of all named horses which they train that will be using the Training Grounds. The return will be made on a quarterly basis to Horse Racing Ireland ("HRI") at the beginning of the quarter and thereafter updated throughout the quarter. Horses must be returned before use of the Training Grounds by Licensed Users. HRI will share this list with CRL; and
 - b. complete and return a list of all horses (named and unnamed) that have not been returned in training with HRI and that will be using the Training Grounds. The return will be made on a quarterly basis directly to CRL at the beginning of each quarter and thereafter updated throughout the quarter. Horses must be returned before use of the Training Grounds by Licensed Users. Returns must be in writing and received by the Accounts Department, Curragh Racecourse, Curragh, Co. Kildare, at least one day prior to use of the training grounds

7. Quarterly dates for submission of the lists required in Condition 6 are as follows:

- Quarter 1:
1st January to 31st March – submission date by 8th January
- Quarter 2:
1st April to 30th June – submission date by 8th April
- Quarter 3:
1st July to 30th September – submission date by 8th July
- Quarter 4:
1st October to 31st December – submission date by 8th October

Payment of Licence Fees

8. The Licence Fee of €350 plus VAT per quarter, or part thereof, shall be payable at the beginning of each quarter in respect of each horse on the lists in Condition 6. For those horses returned later in the quarter, the Licence Fee will be payable within seven days of the return. If the Licence Fee in respect of any horse(s) is not paid when HRI attempts to deduct the Licence Fee from the owner's account, the Licensed User will not be permitted to bring that horse or those horses to the Training Grounds.
9. Licensed Users shall also be liable to pay additional Fees applicable to their use of the Trial and Peat gallops (as provided in Appendix 2) within 60 days of such use.
10. Any failure to pay the required Licence Fee or the applicable Fees in full and on time may, at the sole discretion of CRL, result in CRL terminating the Licensed User's licence to use the Training Grounds and he or she shall no longer be entitled to use the Training Grounds.
11. It is the responsibility of each Licensed User to return a horse in or out of training on behalf of the owner of the horse and any failure to do so shall be a breach of these Terms & Conditions and will result in a mandatory fine of €1,000 for each horse that is found to be using the Training Grounds and which has not been returned to either HRI or CRL. This fine is to be paid directly to CRL by the Licensed User found to be in breach. A Licensed User may appeal the imposition of a fine to the CRL board.

Non-Licensed Users of the Training Grounds

12. Those individuals who are not Licensed Users may use the Training Grounds on condition that they comply with these Terms and Conditions, pay the applicable Fees, and book the day prior to use with the Training Grounds Manager by providing the following information:
 - Number of horses
 - Intended gallop
 - Time of arrival
 - Requirement for stabling (if available)
 - Proof of the insurance required by Condition 24.

13. Non-Licensed Users will be charged the applicable Fees (as provided in Appendix 2) per horse for use of the Training Grounds and they must provide the correct information to CRL in this regard.
14. CRL will invoice the Fees to Non-Licensed Users directly for use of the Training Grounds. It is up to the Non-Licensed User to ensure that CRL has the correct information for invoice purposes. All such invoices must be paid within 60 days of issuance.
15. If the Non-Licensed User fails to pay such invoices within 60 days of issuance or otherwise breaches these Terms & Conditions, CRL may refuse them and their horses access to the Training Grounds.

All Users of the Training Grounds

16. Stabling may be available for use if required and will be allotted on request by the Training Grounds Manager.
17. All Users acknowledge that:
 - a. they use the Training Grounds as a licensee / permitted user and not as a right;
 - b. no relationship of landlord and tenant is created;
 - c. they have ensured that their staff have read and understood these Terms and Conditions set out herein and that they adhere to them.
 - d. CRL retains control, possession and management of the Training Grounds.
18. All Users agree and undertake:
 - a. that CRL (or its agent) shall have the right to scan the microchips of any and all horses using the Training Grounds;
 - b. that CRL (or its agent) shall have the right to check the passport of any and all horses using the Training Grounds;
 - c. not to use the Training Grounds other than for the Permitted Use;
 - d. not to do or permit to be done on the Training Grounds anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to CRL or any owner or occupier of neighbouring property;
 - e. to ensure that their or their employees' or agents' vehicles are not driven on or across the Racecourse, schooling grounds, or gallops at any time;

- f. to ensure that their use of the Training Grounds and that of their employees, agents and invitees, is safely conducted, including by, for example, ensuring the competence of riders, that undamaged tack is used, that riders are provided with suitable safety equipment and that usage is suitably planned;
 - g. that in the event of an incident on the Training Grounds, they will ensure that their employees, agents and invitees facilitate and co-operate with any investigation of the incident by CRL;
 - h. not to cause or permit to be caused any material damage (excluding fair and normal use of the Training Grounds for the Permitted Use) to the Training Grounds or any neighbouring property, or any property of the owners or occupiers of the Training Grounds or any neighbouring property;
 - i. not to obstruct the Training Grounds or deposit any waste, rubbish, soil or other material on any part of the Training Grounds or in any other way interfere with, or disturb, CRL or any others authorised by CRL to use the Training Grounds;
 - j. not to authorise any other person to use the Training Grounds, except their employees, agents or horse owners at their invitation;
 - k. to comply with the Gallops Rules;
 - l. not to do anything which might constitute a breach of the Curragh Bye-Laws;
 - m. To ensure that proper care and attention is given to the welfare of all horses using the training ground.
 - n. to indemnify CRL and keep CRL indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) any breach of these Terms and Conditions;
 - (ii) any breach of the undertakings contained in this Condition 18; and
 - (iii) the actions or omissions of their employees, agents or horse owners whom they invite.
19. Users shall ensure that all riders are wearing appropriate helmets, body protectors, footwear, personal protective equipment and clothing at all times while using the Training Grounds and that this equipment is worn securely (for example; chin straps on helmets should be fastened at all times). High visibility clothing must also be worn in conditions of bad light.
20. Users shall not allow horses which are not under the care of another User to exercise with their horses unless they have the express permission of the Training Grounds Manager.

Access

21. Use of the Training Grounds is only allowed during the Permitted Times.
22. Stables will not be available for use from 1.30pm on the day before racing at the Curragh, or on the day of racing. Where racing falls on a Monday the stables will not be available for use from 1.30pm on the previous Friday.
23. On days where racing is taking place at The Curragh, the Racecourse Horsebox park will be closed to non-raceday participants at 11 am.

Insurance

24. Users shall effect and maintain with a reputable insurance company Public Liability insurance (and Users will be required to provide proof of such insurance to CRL) which includes at least:
 - a. a minimum indemnity limit of €2.6 million Euro together with Employer's Liability insurance featuring a minimum indemnity limit of €13 million Euro.
 - b. Liability policies must extend to provide a **specific indemnity to CRL** in respect of the use of the Training Grounds by the User.
25. CRL may request confirmation from insurers/brokers that the relevant cover is in place.
26. Users shall do nothing which may in any way invalidate or vitiate his or her insurance policies or the policies of insurance held by CRL or which may cause an increased or additional premium to be payable in respect of such insurance by CRL.

Accident & Emergency Procedure

27. In the event of an accident on the Training Grounds, Users or their representatives must contact the Training Ground Manager as soon as possible to alert him or her.
28. In cases where it is clear that an ambulance is required urgently, Users or their representatives should contact the ambulance service in the first instance.
29. In the event of a horse requiring veterinary attention, Users shall contact their own vets to attend. In the event of a horse requiring immediate veterinary attention and the preferred vet being unavailable, Users should contact one of the local veterinary practices listed below. Users or their representatives shall make the Training Grounds Manager aware of such an incident as soon as possible.

Termination

30. CRL shall be entitled to give a Licensed User notice to terminate his or her Licence with immediate effect if:
- a. the Licensed User (or an owner on his or her behalf) fails to pay any amount due under these Terms & Conditions on the due day for payment and remains in default for not less than 7 days after been notified in writing to make such payment; or
 - b. the Licensed User commits a material breach of any of the Terms & Conditions which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.
31. Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under these Terms and Conditions.
32. Any notice given under these Terms and Conditions shall be in writing and shall be delivered by email or sent by next working day delivery post service to the relevant party as follows:
- a. to CRL at the above address: and marked for the attention of the Training Grounds Manager, or if by email to accounts@curragh.ie;
 - b. to the User at the postal address or email address they have provided to CRL (any change in either such address must be notified to CRL).
33. Any notice given in accordance with Condition 32 will be deemed to have been received:
- a. if delivered by email, at 9.00 on the next working day after delivery; or
 - b. if sent by next working day delivery service, at 9.00 am on the second working day after posting.
34. Users acknowledge that they do not rely on and have no remedies in respect of any representation or warranty (whether innocent or negligent) that may have been made by or on behalf of CRL.
35. These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral.
36. Nothing in Conditions 34 and 35 shall limit or exclude any liability for fraud.

Limitation of Liability

37. Subject to Condition 38, CRL is not liable for:

- a. the death of, or injury to, a User or their employees, agents or invitees to the Training Grounds;
- b. any damage to any property of a User or that of their employees, agents or invitees to the Training Grounds;
- c. any injury or damage to any horse;
- d. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by a User or that of their employees, agents or invitees to the Training Grounds in the use or purported use of the Training Grounds; or
- e. any loss or damage suffered by the User or that of their employees, agents or invitees to the Training Grounds as a result of any cause beyond CRL's control that prevents the User from using the Training Grounds.

38. Nothing in Condition 37 shall limit or exclude CRL's liability for:

- a. death or personal injury or damage to property caused by negligence on the part of CRL or its employees or agents; or
- b. any matter in respect of which it would be unlawful for CRL to exclude or restrict liability.

General

39. CRL shall be entitled to amend the Terms & Conditions applicable to Licensed Users from time to time upon not less than 30 days' notice, following which the amended Terms & Conditions shall come into force.

40. CRL shall be entitled to amend the Licence Fee and/or Fees in the future upon not less than 90 days' notice, following which the amended Licence Fee and/or Fees shall come into force.

41. CRL, acting through the Training Grounds Manager or Assistant Training Grounds Manager, reserve the right to refuse entry to the Training Grounds.

42. Whilst care is taken by CRL to ensure the Training Grounds are safe for the Permitted Use, CRL gives no warranty as to the condition of the Training Grounds and shall have no liability for any accidents. Users shall carry out their own risk assessments before use, inclusive of starting stalls practice, schooling over fences and hurdles, and any other activity related to the training of racehorses on the Training Grounds.

43. These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.
44. Each party irrevocably agrees that the Irish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Condition or their subject matter or formation (including non-contractual disputes or claims).
45. In the event of any non-compliance with these Terms and Conditions, as determined by CRL at its sole discretion, CRL may decide that the User in question shall no longer be entitled to use the Training Grounds (and in the case of licence holders, the licence shall be withdrawn).

Appendix 1 - Definitions

The following definitions and rules of interpretation apply in this licence:

CRL: Curragh Racecourse Limited (registered number 552268), having its registered office at Curragh Racecourse, Loughbrown, The Curragh, Co. Kildare.

Curragh Bye-Laws: the Curragh Bye-Laws of 1964 made pursuant to Section 16 of the Curragh of Kildare Act 1961;

Fees: the fees set out in Appendix 2 which shall be paid by Users or such other amounts as may be determined by CRL in its absolute discretion.

Gallops Rules: the rules for the use of the gallops at the Training Grounds set out in Appendix 3.

Licence: the licence granted to a Licensed User to use the Training Grounds for the Permitted Use.

Licence Fee: the fee of €350 plus VAT per horse per quarter, or part thereof, or such other amount as CRL in its absolute discretion may from time to time determine on the giving of 3 months' notice.

Licensed User: a person licensed to train horses on the Training Grounds on an ongoing basis and whom is granted a licence to do so by CRL pursuant and subject to these Terms & Conditions.

Non-Licensed User: a person who is not a Licensed User but who wishes to train racehorses on the Training Grounds from time to time and who is permitted to do so pursuant and subject to these Terms & Conditions.

Permitted Use: the use of the Training Grounds for the purpose of training thoroughbred horses for racing, at the Permitted Times.

Permitted Times: the times set out in Appendix 3.

Training Grounds: the Curragh Training Grounds

Training Grounds Managers: the manager of the Training Grounds (as per Appendix 6) and such person as he/she may designate from time to time.

Users: Both Licensed and Non-Licensed Users.

Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Appendix 2 - Curragh Training Grounds Fees 1st June 2018

Fees shown include VAT

DESCRIPTION	Cost per each use unless otherwise stated (Including VAT)
Licensed User Fees	
License Fee per horse per quarter, or part thereof.	€381.50
All Trial & Peat Gallops	€20.00
Schooling Fences / Hurdles	€15.00
Schooling Strip	€10.00
Non-Licensed User Fees	
All-weather Gallops after 11am	€65.00
All Grass Gallops after 11 am	€65.00
All-weather Gallops before 11am	€85.00
Grass Before 11am	€85.00
Schooling Fences / Hurdles	€85.00
Schooling Strip	€55.00
Racecourse Gallop Fees	€250.00

Appendix 3 - Gallop Rules

1. The authorised areas for the Permitted Use of the Training Grounds are as follows:

All areas marked as gallops and all weathers within the fenced in area of the Curragh, inclusive of the Schooling Ground and

- The Little Curragh
- Railway Bank
- Curragh View
- Ballymany Grass Gallop
- Lumville
- Stepside
- Maddenstown

2. Users shall ensure that horses outside of the areas listed in paragraph 1 are ridden at a walking pace only, to get to and from those areas. The land outside of these areas is not part of the Training Grounds and is not licensed by the Department of Defence to CRL for the training of horses. For clarification on these areas please contact the Training Grounds Manager.

3. Permitted access times are as follows:

The Training Grounds are not open for use before 6 am except by special permission to the Training Grounds Manager. The Training Grounds should not be used before first light.

- Monday to Saturday 6am (or first light when after 6 am) to 1:00 pm
- Sunday 6am (or first light when after 6 am) to 11am
- Curragh Race days 6am (or first light when after 6 am) to 12 noon
save as provided in the Gallop Rules

Schooling over fences and hurdles on the grass is available on Tuesday and Friday mornings from 6 am (or first light when after 6 am) until 12.30 pm. Schooling outside of these designated times may be permitted by prior arrangement with the Training Ground Manager. The schooling strip is open for use from Monday to Saturday.

4. The following all-weather gallops are closed for maintenance at these times:

Sand Gallop (schooling ground): Every half an hour for 15 minutes from 7.30 am
(8 am during winter months*).

Old Vic: Every half an hour for 15 minutes from 7.30 am.
(8 am during winter months*).

Straight Gallop (Little Curragh): Every hour from 8 am.

*The gallops will be maintained earlier in frosty conditions and it is the responsibility of Users to ensure horses do not use gallops where a tractor is on them.

5. When the maintenance tractor is on any part of an all-weather gallops Users shall ensure that horses do not use the gallops and must wait until the tractor has left the gallops completely before commencing exercise.
 6. Grass gallops are defined by white markers with contrasting coloured tops. Users shall ensure that horses may only be exercised between these markers and in the direction to which the markers are pointing.
 7. The grass gallops shall only be used in the following manner:
 - Black Markers Canter or faster
 - Green Markers Fast work ONLY
 - Red Markers Broad Peat Gallops (Fast work ONLY)
 - Blue Markers Trial Grass & Trial Peat (Fast work ONLY)*
- *Trial peat and trial grass gallops are by special booking only with the Training Grounds Manager on the day prior to use, and are for use at the additional Fees set out in Appendix 2.
8. Horses must not be walked or trotted on areas marked out for gallops.
 9. From time to time gallops may be closed by the Training Grounds Manager. This will be clearly communicated and on these occasions such gallops must not be used.
 10. All gallops that cross the racecourse (i.e. Walshes Hill and the Bush Gallops) will be closed on the day of and the day prior to a race meeting, with the exception of the trial grass, which will be available for use by prior arrangement with the Training Grounds Manager and at an additional cost (please see Appendix 2). In the event of adverse weather conditions in advance of a race meeting these gallops may be closed for a longer period of time. This is entirely at the discretion of the Training Grounds Manager.
 11. No User shall move or remove any gallop markers unless expressly asked to do so by the Training Grounds Manager.
 12. Riders must not set off from any point which is not part of a gallop and must begin the exercise where the markers start.
 13. Riders must not “jump in” in front of other horses on any gallop where other horses have already begun their exercise.

14. Riders not completing the full length of a gallop must not pull their horses up to a standstill on the gallop and must walk off the gallop immediately so as to avoid horses that are completing the gallop that may be behind them.
15. Riders on horses doing slow work on round all-weather gallops must do so on the inside of the track thereby allowing horses that are working faster to pass them on their outside.
16. The all-weather 'canter down' on the Flat Rath is to be used strictly for steady cantering only.
17. Practice starting stalls are available on application to the Training Ground Manager on the day prior to intended use.
18. Stepside Sand Gallop: Trainers must ensure that there are no other horses or tractors on the gallop before they enter the gallop.

THE CURRAGH
WHERE CHAMPIONS ARE MADE

CURRAGH TRAINING GROUNDS LICENCE
APPLICATION FORM

Applicant Name:	
Address:	
Phone No:	
Email Address:	
IHRB Trainer Licence Type:	
HRI A/c Number:	

The above information is necessary for the performance of the Terms and Conditions.

I, the undersigned, wish to apply for a Curragh Training Grounds Licence under the terms and conditions set out in the Terms & Conditions of use of the Curragh Training Grounds. I have read, understood, will fully comply with, and be bound by, the Terms & Conditions of use of the Curragh Training Grounds.

Applicant Signature: Date:/...../.....

Office Use Only

Processed By: Date:/...../.....

Approved By: Date:/...../..... SAP Code:.....Terms.....

Appendix 5 - Veterinary Surgeons / Farriers Directive

Veterinary surgeons who wish to examine horses at the Training Grounds must in order to receive permission to use the facilities provide CRL with evidence that they have the following insurance in place:

- a. Employers Liability with a minimum limit of Indemnity of €13,000,000
- b. Public Liability with a minimum limit of Indemnity of €6,500,000
- c. Both policies should extend to provide a specific indemnity to 'Curragh Racecourse Ltd'

Vets and Farriers must undertake to:

- d. Make arrangements with the Training Grounds Manager in advance of arrival at the training ground.
- e. Only use gallops agreed with the Training Grounds Manager.
- f. Ensure that vehicles are only driven and parked in areas designated by the Training Grounds Manager.
- g. Ensure that all horses being examined are in the care of a licensed user.
- h. Ensure that all Riders wear appropriate safety equipment (Skull Cap, Body Protector etc.)
- i. Not interfere with other trainers' work.

Appendix 6 - Important Contacts

Important Contacts:

Curragh Training Grounds Manager: Pat Kelly 087 8321215
Curragh Racecourse Limited: Main Reception 045-441205

Ambulance / Doctor: Emergency Service 112 or 999
Dr Adrian McGoldrick 045-486633

Local Veterinary Practices:

Anglesey Lodge Equine Hospital: 045 521373
Somerton Equine Hospital: 045 521757
Sycamore Lodge Equine Hospital: 045 441562