

REPORT TO: East Lothian Council

MEETING DATE: 27 October 2015

BY: Depute Chief Executive (Resources and People Services)

SUBJECT: Replacement Minute of Agreement in Respect of
Musselburgh Joint Racing Committee

1 PURPOSE

- 1.1 To seek approval for a new Minute of Agreement regulating the constitution and operation of the Musselburgh Joint Racing Committee.

2 RECOMMENDATIONS

- 2.1 Council is asked to approve the terms of the Minute of Agreement, attached as Appendix 1 to this Report.
- 2.2 Council is asked to agree to an interim review of the rental for the Racecourse, as set out in paragraph 3.4.

3 BACKGROUND

- 3.1 Musselburgh Joint Racing Committee (“MJRC”) currently manages the business of Musselburgh Racecourse, all in accordance with the terms of a Minute of Agreement between East Lothian Council and the Lothian Racing Syndicate Ltd. This Agreement was signed in 2011. Since that time, there have been a number of changes in the racing environment and in the case law relating to alienation of Common Good land. To reflect these changes and to better regulate the constitution and operation of MJRC, it is proposed that the existing Minute of Agreement be replaced with an updated and amended version, as attached as Appendix 1.
- 3.2 The substantive changes proposed in this new Agreement are as follows:-
- 3.2.1 Appending the Terms of Reference for the Chair of MJRC and the Chair of the Racecourse, setting out the respective roles and remits of each;

- 3.2.2 Clarifying the circumstances in which the Council may terminate the Agreement and withdraw from participation in the business of the Racecourse;
- 3.2.3 More detail about the procedure to be followed if there is to be a transfer of responsibility to Lothian Racing Syndicate, including an indemnity in respect of staff transferring from the Council; and
- 3.2.4 Changes to reflect the current case law relating to alienation of the Common Good land with removal of references to leasing the land and insertion of provisions relating to a right to occupy and enclose the land on race days.
- 3.3 The remaining changes are stylistic or minor and do not affect the meaning of the Agreement.
- 3.4 As part of agreeing to the amendments to the Minute of Agreement, the Lothian Racing Syndicate requested an interim review of the rental for the Racecourse be carried out by an independent valuer. In terms of the Minute of Agreement, the next scheduled review is to be held in 2018. However, the Lothian Racing Syndicate considers that the current rental valuation as set by the District Valuer is high and wishes this to be considered by another independent valuer, the costs of which will be met by the MJRC.

4 POLICY IMPLICATIONS

- 4.1 The replacement Minute of Agreement better reflects the current context within which MJRC operates and the current legal position. It gives greater certainty to all parties about possible termination of the current arrangements which will enable the Racecourse to plan its operations on a longer term basis.

5 EQUALITIES IMPACT ASSESSMENT

- 5.1 This report is not applicable to the well being of equalities groups and an Equalities Impact Assessment is not required.

6 RESOURCE IMPLICATIONS

- 6.1 Financial – no direct financial implications from this report.
- 6.2 Personnel - none.
- 6.3 Other - none.

7 BACKGROUND PAPERS

7.1 Copy of Current Minute of Agreement dated March 2011

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DATE	8 th October 2015

MINUTE OF AGREEMENT

Between

EAST LOTHIAN COUNCIL
incorporated under the Local
Government Etc. (Scotland) Act
1994 and having its principal
office at John Muir House,
Haddington, East Lothian,
together with its statutory
successors (hereinafter referred
to as “the Council”)

and

**LOTHIANS RACING SYNDICATE
LIMITED**, (Company Number:
SC002032) incorporated under
the Companies Acts and having
its registered office at
Musselburgh Racecourse,
Linkfield Road, Musselburgh
EH21 7RG (hereinafter referred
to as “the Syndicate”)

Whereas, we, the Council and the Syndicate, CONSIDERING THAT:-

- (ONE) The area of land known historically as Musselburgh Links forms part of the common good land of the former Burgh of Musselburgh, now vested in the Council as administrators of the Common Good of the Burgh of Musselburgh, as successors to the Provost, Magistrates and Councillors of the former Burgh;
- (TWO) Horse racing has been organised upon Musselburgh Links since 1816 and for many of those years by a series of arrangements between the Council and their predecessors and the Syndicate and their predecessors; and

(THREE) In order to secure the future of horse racing upon Musselburgh Links it is now considered expedient to replace the current Minute of Agreement between East Lothian Council and the Syndicate dated 4th March 2011; THEREFORE, we, the Council and the Syndicate, HAVE AGREED as follows:-

1. The terms of this Minute of Agreement shall replace in their entirety, the terms of the Minute of Agreement between the Council and the Syndicate dated 4th March 2011 and registered in the Books of Council and Session on 5th July 2011 and the terms of the Minute of Variation of the said Minute of Agreement dated 26th and 27th March 2013 and registered in the Books of Council and Session on 2nd May 2013 together with any preceding Agreements between the Council and the Syndicate.

CONSTITUTION OF MUSSELBURGH JOINT RACING COMMITTEE

2. The business of Musselburgh Racecourse (hereinafter referred to as “the Racecourse”) shall be governed by the joint committee known as the Musselburgh Joint Racing Committee (hereinafter referred to as “MJRC”). The membership of MJRC shall comprise four persons nominated by the Council and three persons nominated by the Syndicate. MJRC shall operate the business of the Racecourse on a non-profit basis with all funds being reinvested in accordance with the terms of Clause 9(viii).

APPOINTMENT AND REMIT OF CHAIRMEN

3. The Chairman of the MJRC shall be appointed by the Council and the Chairman of the Racecourse shall be appointed by the Syndicate. The respective remits of the two Chairmen shall be as set out in the Terms of Reference attached as Appendix 1 to this Agreement but may be amended from time to time by the MJRC. For the avoidance of doubt, such amendment shall not be an amendment in terms of Clause 5, nor shall it be considered a variation to this Agreement requiring the consent of both the Council and the Syndicate. In the event of any amendments to the Terms of

Reference, MJRC shall, within one month of the date of the amendment, provide a copy of the new Terms of Reference to both the Council and the Syndicate. . Both Chairmen shall work cooperatively in the best interests of Musselburgh Racecourse.

REMIT OF MJRC

4. The remit of MJRC shall be to provide, organise, safeguard, maintain, develop and improve, or assist in the provision, organisation, safeguarding, maintenance, development and improvement of horse racing and facilities for horse racing at Musselburgh Links, to manage and organise horse racing thereon, to carry out the business of the Racecourse and to carry out such other related and ancillary function or functions as may be appropriate from time to time, to include all or any of the following:-
 - (i) To fix, subject to the approval of the British Horse Racing Authority (or such other regulatory authority to which the duties of the British Horse Racing Authority shall devolve) the dates of race meetings to be held on the Racecourse.
 - (ii) To fix the amount of prize money to be paid in respect of racing events at such meetings.
 - (iii) To supervise generally the collection of income and the disbursement of expenditure in connection with such race meetings.
 - (iv) To fix charges or admission for such race meetings and for the parking of motor cars on land in the control of the MJRC at times when such meetings are held.
 - (v) To agree the recruitment and remuneration to be paid to persons employed in connection with such race meetings and generally in the operation of the Racecourse.
 - (vi) To make all arrangements in connection with such race meetings for the provision of meals and refreshments and catering generally, the letting and hiring of stances for the sale of any articles and the display of advertisements within all enclosures and for advertising and general publicity.

- (vii) To make all arrangements for the carrying out of improvements to any land managed by the MJRC and for the general maintenance and upkeep of said land and of any buildings, stands, rails, posts, fences and other apparatus erected thereon.
- (viii) To seek to maximise use of the buildings used for the purposes of the Racecourse and income therefrom for non-racing purposes, in so far as such use does not detract from or interfere with the operation of the Racecourse for its primary purpose of horse racing and does not otherwise cause disturbance to and widespread opposition from residents in the immediate vicinity of the Racecourse. For the avoidance of doubt no such resident or residents shall be able to rely on the terms of this paragraph as giving them any right, title or interest to object to, or raise any proceedings in respect of, any such purpose or activity.
- (ix) To appoint a General Manager to oversee the operation of the Racecourse, declaring that such an appointment shall require the agreement of at least five of the members of the MJRC before it is approved, and to approve a Scheme of Delegation granting authority to the General Manager and other officers as the MJRC consider appropriate to ensure the efficient and effective operation of the Racecourse.

- 5. The constitution and remit of MJRC under this Minute of Agreement shall not be amended without the agreement of at least five of the members of MJRC at a meeting specially arranged for the purposes of considering any such amendment, and any such amendment shall also require the approval of the Council before it is implemented.

PROCEDURE FOR MEETINGS OF MJRC

- 6.
 - (i) The Council's Chief Executive or nominee will act as Secretary to MJRC.

- (ii) Meetings shall be called by notice issued by the Council's Chief Executive. The notice shall specify the agenda for the meeting and shall be accompanied by the relative reports to be discussed at the meeting.
- (ii) Meetings may also be called by written requisition of the Syndicate addressed and sent to the Council's Chief Executive specifying the agenda for the meeting. Where such a written requisition is made, the Council's Chief Executive shall, within 21 days, issue the notice calling the meeting and the other terms of this clause shall apply.
- (iv) The agenda shall, whenever possible, be issued seven days prior to the meeting.
- (v) The Chairman of MJRC or in the absence of the Chairman of the MJRC, a substitute nominated by the Council representatives on the MJRC, shall preside at all meetings of the MJRC.
- (vi) In considering any report, and prior to voting upon it, the Committee shall have regard to the views of the General Manager of the Racecourse.

MINUTES

- 7. An officer of the Council shall be responsible for taking minutes of the meetings of MJRC and the minutes shall be submitted to the next convenient meeting of MJRC for approval. Notwithstanding this arrangement, a copy of the draft minutes shall be issued to all members of MJRC within 21 days of the meeting to which they refer.

QUORUM AND VOTING

- 8.
 - (i) Four members comprising at least three Council representatives and one Syndicate representative shall form a Quorum at meetings of MJRC.
 - (ii) In the event of a vote being taken and tied, the Chairman or substitute Chairman of MJRC shall have a casting as well as a deliberative vote.

FINANCIAL ARRANGEMENTS

9.

- (i) All receipts and sums received by MJRC from whatever source in respect of race meetings and any other activities held at or associated with Musselburgh Racecourse or otherwise shall be credited to and form part of a fund to be kept under the general supervision and control of MJRC. All expenditure and liabilities incurred by or under the proper authority of MJRC in respect of such race meetings and other activities or otherwise shall be met out of that fund, including, for the avoidance of doubt, all rates, taxes, feuduty, Occupancy Payments (calculated in accordance with Clause 10 hereof) and insurance payable in respect of any land and buildings in the control of MJRC and all management and audit expenses in connection with the said race meetings and other activities.
- (ii) MJRC shall keep proper books of account in accordance with the accounting rules applicable to a subsidiary of a Scottish local authority and the British Horseracing Authority. It shall be the duty of MJRC to gather in all receipts and sums receivable falling to be credited to the fund and to meet all expenditure falling to be met from the fund.
- (iii) MJRC shall maintain a bank account for the purposes set out in Clause 9(ii) above.
- (iv) No payments shall be made out of the fund except on the specific instructions of MJRC or in accordance with the Scheme of Delegation established in accordance with Clause 4(ix) above. However, an amount to cover the reasonable auditing, company secretarial, and administrative expenses incurred by the Syndicate as a consequence of participating in the operation of the Racecourse, together with such other expenses as may be subsequently agreed by the MJRC from time to time shall be chargeable to the expenses of the Racecourse.
- (v) The financial period of MJRC shall end on the 31st of March each year.
- (vi) MJRC will consider, at or before the February meeting in each year, estimated accounts for the following financial period.

- (vii) The books of account of MJRC shall be made available for inspection by the Council and the Syndicate on request and shall be audited annually by an independent auditor appointed by MJRC. Draft accounts in a format consistent with the Council's group accounts shall be provided to the Council within two months of the end of each financial period. The audited accounts for each financial period shall be made available for inspection by MJRC not later than four months after the expiry of each financial period.
- (viii) All profits arising from the operation of racing and any other activities held at or associated with Musselburgh Racecourse shall be reinvested towards the improvement of racing at Musselburgh and the facilities available therefore. Neither the Council nor the Syndicate shall be entitled to withdraw any share of the profits made.

PROPERTY AND EQUIPMENT

10.

- (i) For the avoidance of doubt, the parties agree that all Racecourse assets, including fixed assets, equipment, plant, machinery and credit balances held by the MJRC from time to time are the property of the Council and ownership of same vests in the Council.
- (ii) Notwithstanding the terms of Clause 10(i) above, the parties acknowledge that the fixed assets, equipment, plant, machinery and credit balances are exclusively for use in connection with the operation of the Racecourse. MJRC shall prepare and submit to the Council an annual inventory of the equipment, plant and machinery showing any changes since the submission of the previous inventory. Any decisions on the sale or acquisition of equipment, plant or machinery shall be taken by MJRC. Any receipts generated from the sale of any equipment, plant and machinery shall be ring-fenced in the accounts and used by the MJRC as working capital. The cost of any maintenance and acquisition of new or replacement equipment, plant or machinery shall be met by the MJRC.

- (iii) The Council, in its capacity as administrator of the Musselburgh Common Good land and funds, confirms that the MJRC shall be entitled to enclose the Racecourse, or any part or parts of it, for up to four days in advance of each day on which a race meeting is scheduled to be held and one day after each such race meeting. During these periods, MJRC shall be entitled to determine the terms upon which individuals may access the Racecourse, including on payment of a charge. MJRC shall seek to minimise the periods and extent to which the Racecourse requires to be enclosed having regard to the safety and operational requirements of a race meeting.
- (iv) In exchange for the right to occupy the Racecourse and use the Racecourse assets, all as set out in this Agreement, MJRC shall pay to the Council an Occupancy Payment at a level to be determined in accordance with Clause 10(vi) below.
- (v) As the land upon which the Racecourse is located is part of Musselburgh Common Good land, the Council shall pay to the Musselburgh Common Good Fund such part of the Occupancy Payment received in terms of Clause 10(iv) above as is applicable to the occupancy of the Common Good land. The Council shall take advice from the District Valuer in assessing this sum if it considers this necessary.
- (vi) The initial Occupancy Payment payable under Clause 10(iv) above shall be of such amount as shall be intimated by the Council to MJRC following a reference to the District Valuer to assess an appropriate level of payment.
- (vii) The parties acknowledge that, part of the complex of buildings at the Racecourse includes buildings and facilities which are used by the Council. Officers of the Council and the General Manager of the Racecourse shall meet to agree a division of the use of these buildings prior to the instruction of the District Valuer in calculation of the Occupancy Payment in terms of Clause 10(vi). For the avoidance of doubt, notwithstanding the use of the cafeteria within the Racecourse on race days the Council shall be entirely responsible for the rental applicable to the cafeteria.

(viii) The level of the Occupancy Payment shall be reviewed by the District Valuer every five years, with the first review taking place from 1st April 2018, notwithstanding the date or dates of this Agreement. The new Occupancy Payment, after review, shall be payable in terms of the foregoing Clauses, from the date of review without further authorisation. In instructing any such review, the District Valuer shall be advised of, and shall take account of, the terms of Clause 11 of this Minute of Agreement relating to maintenance and insurance obligations and shall disregard the value of any improvements and additions paid for by MJRC. A schedule of such improvements and additions shall be agreed between the MJRC and the Council and submitted to the District Valuer along with each request for a review of the Occupancy Payment.

MAINTENANCE AND INSURANCE OBLIGATIONS

11. MJRC shall be responsible for meeting the following costs:-
 - (i) Maintenance costs for all buildings and fixed assets, subject to the provisions of Clause 14 in respect of the New Stables Pavilion Complex;
 - (ii) Costs (including maintenance) for all equipment, plant and machinery;
 - (iii) All insurance premiums in respect of cover for buildings, contents, employer's liability and public liability and for any other insurable risks as determined by MJRC. The Council shall arrange all such insurance cover on behalf of MJRC and the premiums shall be reimbursed to the Council by MJRC.

12. Subject to Clause 14, MJRC accept the buildings and fixed assets as being in good condition and fit for purpose and will, at all times, maintain them in that condition and keep them wind and water tight.

13. Subject to Clause 14, an annual inspection of the buildings and fixed assets will be undertaken by a member of MJRC and an officer of the Council in order to determine what maintenance works are required in order to comply

with the requirements of Clause 12. MJRC shall thereafter instruct and meet the cost of all such works as are identified. Should the Council and MJRC agree that it is appropriate, an independent architect or surveyor may be jointly instructed to carry out his own inspection and the cost of this inspection and report will be shared between the Council and MJRC.

14. The New Stables Pavilion Complex shall be maintained in accordance with the following procedure:-
 - (i) The Council shall be responsible for organising and carrying out, or procuring the carrying out, of any maintenance work that the Council considers is required;
 - (ii) Prior to carrying out or procuring the carrying out of any such maintenance work, the Council shall provide to MJRC a copy of the specification of the proposed maintenance work, including an estimate of the cost that will require to be met by MJRC.
 - (iii) MJRC shall be permitted a reasonable period to consider the terms of the specification and the estimated cost and to raise any questions or concerns that they may have regarding these matters. The Council shall endeavour to address any such questions or concerns with a view to reaching a mutually agreed position.
 - (iv) In the event that the parties cannot agree the position, either party may refer the matter to Arbitration in accordance with the provisions of Clause 19. Notwithstanding this, the Council may elect to carry out the maintenance work in the meantime if this is considered necessary to safeguard the fabric of the building.

15. In the event of any dispute between the parties as to whether any works or part of works are maintenance works, and thus the responsibility of MJRC, either the Council or MJRC may refer the matter to Arbitration in terms of Clause 19.

16. In the event that MJRC intend to undertake any new building works or alterations at the Racecourse they shall first advise the Council in writing of their intention to do so and shall not proceed with the works until they have

received written consent to so do; such consent not to be unreasonably withheld.

INDEMNITY

17. The Council shall indemnify the Syndicate and persons nominated by the Syndicate from time to time in respect of any liability they may incur in connection with or arising from the transactions undertaken and approved by MJRC.

TERM AND TERMINATION

18.
 - (i) These presents shall take effect from the last date of execution hereof and shall subsist until terminated by (a) the written agreement of the parties hereto; or (b) the transfer of the business to the Syndicate or to the Syndicate along with a body nominated by the Syndicate in terms of Clause 18(ii); or (c) by the service of notice by the Council in terms of Clause 18(iii).
 - (ii) Should MJRC incur a cumulative loss in their accounts when viewed over any rolling three year period, the Council may decide to terminate this Agreement. For the purposes of this Clause, the loss for the year in question will be as shown in the annual audited accounts of the Racecourse business as the loss directly relating to race days and adding to that figure the fixed income and deducting the fixed expenditure as per the audited accounts. In this event, the Council, the Syndicate and the MJRC shall follow the following procedure:-
 - a. This notice shall give the Syndicate a period of six months in which time the Syndicate may indicate by written notice to the Council that it wishes, either itself or along with another party or parties, (the identities of whom are subject to the prior approval of the Council, such approval not to be unreasonably withheld) to carry

out the management and business of the Racecourse. This period shall be extended if necessary so as to give the Syndicate a clear period of three months from the date of receipt by them of the valuation referred to in Clause 18(ii)(b) prior to serving such written notice on the Council.

- b. Immediately following service of notice by the Council in terms of (a) above, the parties shall instruct an experienced and appropriate independent Valuer agreed by the parties to ascertain a true and fair market value for the assets and liabilities of the business of the Racecourse, taking into account any payments made by the MJRC towards the cost of any such assets, regardless of the ownership thereof being vested in the Council. Should the Syndicate indicate that it does wish to proceed with the purchase of the business, the figure in the valuation shall be the sum to be paid by the Syndicate to the Council. In the event that the parties cannot agree on the identity of an independent Valuer within one month, they shall remit the matter to the Chairman for the time being of the Royal Institute of Chartered Surveyors in Scotland for appointment of a suitable Valuer.
- c. In the event of such notice being given by the Syndicate within the said six month period, the parties shall work together to transfer the business of the Racecourse from the MJRC to the Syndicate and such other party or parties as they may have identified in the said notice. MJRC shall take such steps as are necessary to wind up its operation and to dissolve the committee in accordance the timetable for transfer agreed between the parties. On completion of the transfer, the Council shall transfer all assets and credit balances referred to in Clause 10(i) for no further consideration and shall have no further role in the operation or management of the Racecourse, other than in its capacity as owner of the land on which the Racecourse is situated.

- d. Without prejudice to the general obligation to work together to ensure a smooth transition, the Council shall, as administrators of the Common Good of the Burgh of Musselburgh, grant to the Syndicate or to the Syndicate along with such other party or parties as they have identified, a right to occupy the land of the Racecourse, on terms similar to those granted to MJRC in terms of this Agreement or such other terms as the Council may be entitled to grant having regard to any direction or decision of the Courts. Subject to any direction or decision of the Courts, the right to occupy shall subsist for a period of 25 years initially and will be subject to renewal on terms to be agreed between the parties. For the avoidance of doubt, the Occupancy Payment to be paid to the Council shall be a true and fair market rental set by the District Valuer at the date of transfer and reviewed every five years by the District Valuer or by any successor to the functions of the District Valuer or if the District Valuer or such successor is not in existence at the time, by such other qualified and experienced Valuer as the Council and the Syndicate shall agree or failing such agreement such other Valuer as may be nominated by the Chairman for the time being of the Royal Institute of Chartered Surveyors in Scotland.

 - e. Should there be a transfer of staff from the MJRC to the Syndicate or to such other party or parties as the Syndicate may identify in terms of Clause 18(ii)(b) all in terms of the Transfer of Undertakings (Protection of Employment) Regulations, as they apply at the date of transfer, the Council shall indemnify the Syndicate or such other party as is identified as the new employer in respect of all liabilities for the permanent staff as exist at the date of transfer.
- (iii) Should the Syndicate advise that they do not wish to carry on the management and business of the Racecourse or should they fail to

serve a written notice as required by Clause 18(ii)(b), the Council shall serve notice on the Syndicate and MJRC advising of the date upon which they wish to terminate this Agreement and all parties shall take such steps as are required to effect termination on that date.

ARBITRATION

19. In the event of any dispute or difference arising between the parties in regard to the construction or effect of this Agreement or any Clause contained herein or the rights, duties or liabilities of either party hereunder, the dispute or difference shall be determined by a single arbiter to be agreed between the parties. If the parties cannot agree the identity of an arbiter within a reasonable period, the matter shall be settled by reference to the President of the Law Society of Scotland on the application of either party. The whole fees of any arbiter shall be borne and paid by the parties in such shares as shall be determined by the arbiter and, failing such a determination, in equal shares. The parties agree that the decision of an arbiter on any dispute or difference shall be binding on both parties.

20. The Council and the Syndicate consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents are executed as follows:

FOR AND ON BEHALF OF EAST LoTHIAN COUNCIL

At Haddington on the day of Two thousand and fifteen

By Authorised Signatory with the Council Seal Affixed

.....

FOR AND ON BEHALF OF LoTHIANS RACING SYNDICATE LIMITED

At on the day of Two thousand and fifteen

By Director

.....

By Director/Secretary

.....

APPENDIX 1

TERMS OF REFERENCE FOR CHAIRS



TERMS OF REFERENCE THE MUSSELBURGH JOINT RACING COMMITTEE (MJRC)
Based on the original terms of the 1994 Minute of Agreement

The Chairman of MJRC (To be appointed by the Council)

1. Act as Chairman to the MJRC*.
2. Call meetings of the MJRC as and when appropriate.
3. Sign the minutes of the meetings.
4. Signatory for Commercial Agreements & Statutory Licences as, and when, required.
5. Sit on the Racecourse Remuneration Committee along with a MJRC Director from the LRS.
6. Jointly, with the other Members of MJRC, be responsible for the entertainment of racecourse guests and VIPs.
7. Represent MJRC at Racecourse events

* For the avoidance of doubt the General Manager reports to the MJRC through the Chairman of the Committee.

The Chairman of Musselburgh Racecourse (MR) (To be appointed by the LRS Directors)

The Chairman of Musselburgh Racecourse, in his absence, may delegate the following duties to another LRS Director, failing whom the General Manager, failing whom a senior steward.

1. Act as Racecourse Chairman on Race days. This role includes, but is not exclusive to, hosting and entertaining the following customer/supplier groups:
 - BHA Local Stewards
 - Owners
 - Trainers
 - Leisure/Racing Industry Trade Association Representatives
 - Racing Industry Officials
 - VIPs from any of these customer/supplier groups or similar
 - Sponsors
 - Media
2. Act as chairman of Musselburgh Racecourse Racing at Racecourse Events. This role includes, but is not exclusive to, the following:
 - Opening ceremonies
 - Dinners
 - Functions
 - Racecourse Visits

3. Represent MR and the MJRC at Leisure/Racing Industry Level. This role includes, but is not exclusive to, the following:
 - The Racecourse Association
 - The British Horseracing Authority
 - The Horserace Betting Levy Board
 - The Tote
4. Represent MR and the MJRC at Trade Association Forums, or their equivalent, and Leisure/Racing Industry AGMs.
5. Represent MR and the MJRC at Leisure/Racing Industry social occasions, when required.
6. Represent MR and the MJRC, as a Director on the Board of Scottish Racing Limited.
7. Represent MR and the MJRC on Industry Committees, working groups or their equivalent, when required.
8. Assist the Managing Executive with commercial decisions on Race days. This role includes, but is not exclusive to, the following (in the interests of public safety):
 - Abandoning the Racemeeting
 - Early closure of the Bars and Food Outlets
 - Evacuating all, or parts of, the Racecourse