

# Haydock Park Racing Club

## Terms and Conditions 2019/2020

The Jockey Club are delighted to announce details of The Haydock Park Racing Club

### 1. Defined terms

In this Contract, the following definitions apply:

**Club:** the horse racing owners club operated by the Manager in accordance with this Contract. Condition Precedent: as defined in clause 2.

**Contract:** the contract between the Manager and the Member for the supply of the rights and benefits to the Member as set out herein.

**Deductions:** Any expenses that the Manager in its absolute discretion decides should be treated as a Deduction.

**Horse(s):** the horses leased by the Manager pursuant to this Contract.

**Manager:** The Jockey Club Haydock Park Racing Club Limited, a company limited by guarantee. The registered office will be Newton-le-Willows, Merseyside, WA12 0HQ.

**Member:** the person or firm who acquires the rights and benefits under this Contract by signing this Contract below.

**Member's Pro Rata Share:** as defined in clause 7 (Expiry of the Club) below.

**Racecourses:** Haydock Park, Aintree and Carlisle

**Term:** as defined in clause 4.

### 2. Condition for Contract to become binding

This Contract shall not come into force until a minimum of 50 persons have entered into irrevocable legally binding contracts in accordance with these terms (the "Condition Precedent"). If the Condition Precedent has not been satisfied or waived by the Manager in its absolute discretion by 6.00pm on 30<sup>th</sup> April 2019, this Contract shall cease to have effect immediately after that time on that date and the Manager shall refund in full the monies paid by the Member. The Manager shall not be liable to pay interest on any refunded monies.

### 3. Club Benefits

The Member shall be entitled to the following benefits:

- a) The opportunity to follow each Club Horse: a four or five year old trained by Donald McCain (July 2019 – April 2020) and a two year old trained by Tom Dascombe (February 2020 – September 2020 and
- b) The Member will be kept informed of the progress of the Horses. Newsletters will be circulated by the Manager periodically.
- c) When the Club has a runner, the Member will be notified at the entry stage and the declaration stage and the Manager will keep the Member informed of running plans via a circular e-mail and via our website.
- d) Owners and Trainers badges will be allocated via a ballot system. Members can apply by email. In addition, each Member will be entitled to one complimentary Members badge whenever the Club horses run at one of the Racecourses. If Members require any additional badges, they will be asked to pay for this at the normal rate.
- e) Each Member will be issued with a metal Haydock Park Racing Club badge, allowing entry into all race meetings at Haydock Park, Carlisle and Aintree (excluding Saturday of the Grand National meeting)
- f) Members have the right to purchase half price County Badges for up to three guests at any Haydock Park, Aintree or Carlisle fixtures, excluding Jockey Club Live music nights, subject to availability.
- g) A t H a y d o c k P a r k Members will have access to the HPRC Club Room which is exclusive to Members of the Club at Haydock Park for each race meeting, along with reserved parking
- h) Subject to availability access will be provided to a private facility when one of the Horses runs at any other Jockey Club racecourse.

- i) The Manager will arrange stable visits and other social events that the Members is entitled to attend.
- j) Each Member will be invited with a guest to an annual club lunch, hosted by the Haydock Park Chairman on a Haydock Park raceday to be announced.
- k) The right to the Member's Pro Rata Share of any surplus prize money at the end of the partnership

### 4. Duration of the Club

Subject to the fulfilment or waiver by the Manager of the Condition Precedent and to the Termination clause below, this Contract shall continue for a fixed term starting on 01.10.2019 and expiring on 30.09.2020 (the "Term") when the Contract will come to an end.

### 5. Subscription

- a) (i) An existing Member shall pay a 10% fully refundable deposit of £198 including VAT upon application of Membership and signing of this contract. The remaining Subscription of £1,782 inclusive of VAT will be paid by 31<sup>st</sup> May 2019, on confirmation that the contract has become binding (point 2).
- (ii) A new Member shall pay a 10% fully refundable deposit of £210 including VAT upon application of Membership and signing of this contract. The remaining Subscription of £ 1,890 inclusive of VAT will be paid by 31<sup>st</sup> May 2019, on confirmation that the contract has become binding (point 2).

Save as set out in Condition Precedent, shall not be refundable in any circumstances other than standard consumer cooling-off rights which for the purpose of this agreement are 14 days following purchase. The Member shall not be entitled to any benefits under this Contract until the Subscription has been paid in full. The Manager shall not seek further funds from the Members in excess of the Subscription irrespective of whether the Manager incurs additional costs in administering the Club.

- b) The Subscription shall cover the costs of the following:
  - (i) All training and leasing fees incurred by the Manager
  - (ii) Jockeys' fees
  - (iii) Entry fees
  - (iv) All veterinary expenses (including any surgery)
  - (v) Farriery
  - (vi) Travelling and race expenses
  - (vii) Stable staff gratuities
  - (viii) The costs incurred by the Manager or any Jockey Club company in assisting the Manager in marketing and administering the Club;
  - (ix) Horse insurance.
- c) The Member acknowledges and accepts that:
  - (1) the Manager may pay charges to other companies within the Jockey Club group in consideration for services provided by such companies in connection with the marketing or administration of the Club;
  - (2) he/she shall not be or become a shareholder or member of the Manager.

### 6. Management of the Club

- a) The Club will be administered by a committee to be appointed and removed by the Manager in its absolute discretion ("Committee"). The Manager reserves the right to administer the Club as it in its absolute discretion sees fit including:
  - (i) the acceptance, refusal and termination of membership;
  - (ii) the leases of Horses including the timing thereof;
  - (iii) the right to select the trainer for the Horses; and
  - (iv) the right to manage the racing careers of the Horses

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b) The Manager may invite 2 members of the Club to join the Committee to represent and offer the views of the membership

### 7. Expiry of the Term

- a) As soon as reasonably practicable after the horses training period, the Horses will be released back to the breeder/trainer on such terms as the Manager shall in its absolute discretion decide.
- b) On expiry of the Term and following the release of the Horses, the Manager shall:
- (i) calculate the aggregate of any prize money won by the Horses less winners costs;
  - (ii) calculate the pro rata share of the Members' Net Share payable to the Member if any (the "Member's Pro Rata Share").
- Within this 'Member's Pro Rata Share any prize money won by either horse, in excess of £20,000, will be divided 50% with the HPRC Members and 50% with the breeder
- c) The Manager's calculation of the Member's Pro Rata Share pursuant to this clause shall be final and binding on the parties in the absence of manifest error or fraud.
- d) The Manager shall pay the Member's Pro Rata Share to any bank account nominated by the Member. Payment in accordance with this clause shall be a good and valid discharge of the Manager's obligation to pay the Member's Pro Rata Share.

### 8. Risk accepted by Members

- a) In view of the unpredictable nature of owning and racing racehorses, save as set out expressly in this Contract no guarantees or warranties whatsoever are made by the Manager. The Member acknowledges and accepts that participation in the Club is for the purpose of sharing in the enjoyment of the Horses and horse racing and not for investment purposes.
- b) Whilst it is the Manager's intention to have 2 lease Horses in training at any one time, it may not be possible to make a replacement if a horse is either injured or retired.

### 9. Transfer

This Contract is limited for personal use only and shall not be transferable or assignable by the Member in any way to any other party without the prior written consent of the Manager.

### 10. Lease of Horses

The Horses will be leased absolutely by the Manager. The Member shall have no legal or equitable lease rights in the Horses.

### 11. Liability

- a) The Member shall have no claim against the Manager, any other member of the Jockey Club group or against any other member in respect of any loss or injury sustained by any of the Horses howsoever caused
- b) The Horses will be insured by the Manager against All Risks of Mortality only for such values as the Manager, in its absolute discretion and with any necessary advice, considers prudent.
- c) The Manager shall also ensure that third party insurance is in place so as to provide reasonable protection for the Manager and Member in respect of such third party claims as may arise from this Contract.

### 12. Termination

Without prejudice to any rights that have accrued under this Contract or any of its other rights or remedies, the Manager may at any time terminate this Contract with immediate effect without penalty or refund of all or any part of the Joining Fee or payment of any Member's Pro Rata Share by giving written notice to the Member if:

- a) the Member is banned from entering a racecourse and/or 'warned off' by the British Horse Racing Authority;

- b) the Member's membership agreement with any of the Racecourses is terminated;
- c) the Member materially breaches this Contract and fails to remedy such breach within 7 days of written notice to do so by the Manager. A failure to pay the Joining Fee will be treated as a material breach of this Contract;
- d) the Member is deemed to act in a manner which could cause nuisance, harassment, embarrassment, danger to themselves, persons or horses or causes offence or distress to another person, or is warned by the Manager or racecourse staff due to the abuse of alcohol or drugs.

### 13. Miscellaneous

- a) Any intellectual property created by the arrangements to which this Contract relates (whether deriving from the Horses, the Club, or the Manager) shall belong to the Manager.
- b) No licence or rights whatsoever are granted to the Member to use the intellectual property of the Manager or any Jockey Club company including the "Jockey Club" name.
- c) The Manager shall only process data relating to the Member in a manner permitted by and consistent with current Data Protection legislation and/ or as permitted by the Member.
- d) The law governing this Contract shall be English law. The Member hereby irrevocably submits for all purposes connected with or arising from this Contract to the exclusive jurisdiction of the English Courts.

I confirm my agreement to the terms and conditions as set out herein.

Signed:.....

Print name:.....

Postal address:.....

Email address:.....

Dated:.....

Signed by: .....

For and on behalf of Jockey Club Haydock Park Racing Club Limited



