

2022/24 The Cheltenham & South West Racing Club.

Thank you for your interest in the Cheltenham and South West Racing Club.

Before we can welcome you officially as a Member we need to be sure you have read and agreed to our terms and conditions..

Please can you acknowledge you have read them by signing in the below:

ACKNOWLEDGEMENT:

I acknowledged that I have read and accept the terms and conditions of the Cheltenham & South West Racing Club:

PRINT NAME:

SIGNED:

DATED:

PAYMENT

Please tick which payment plan you would like:

I would like to pay/have paid the full two year membership subscription

I would like to pay in two instalments and agree to take receipt of an invoice and pay for the second half of my membership at the commencement of the second year.

TERMS & CONDITIONS

1. Defined terms

In this Contract, the following definitions apply:

Club: The Racing 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: Horse sales commission and such other expenses that the Manager in its absolute discretion decides should be treated as a Deduction.

Horse(s): the horses purchased and owned by the Manager pursuant to this Contract.

Manager: The Jockey Club Limited, a company limited by guarantee, with company number 02909409 whose registered office is 75 High Holborn, London, WC1V 6LS

Member: the person or firm who acquires the rights and benefits under this Contract by signing this Contract below. For this Racing Club there will be a maximum of 250 members.

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

Racecourses: Cheltenham, Exeter, Warwick and Wincanton Racecourses.

Term: as defined in clause 4.

2. Condition for Contract to become binding

This Contract shall not come into force until a minimum of 250 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 1 October 2022, this Contract shall cease to have effect immediately after that time on that date and the Manager shall exercise the right to either

- a) Refund in full the monies paid by the Member. The Manager shall not be liable to pay interest on any refunded monies.
- b) Agree to take up and hold the remaining shares (the balance between those sold and the 250 capacity)

3. Club Benefits

The Member shall be entitled to the following benefits:

- a) The opportunity to follow every Club Horse, and enjoy many of associated benefits of racehorse ownership.
- b) The Club will have its own bespoke sponsored racing colours.
- c) **PRIZE MONEY DIVIDEND:** The right to the Member's Pro Rata Share of net prize money earned by the horses during the member's term of membership.
- d) **HORSE SALE DIVIDEND:** At the expiry of the Club, (July 31, 2024) the Manager, will sell horses that have run on behalf of the Racing Club. The net purchase cost of all horses promoted as being owned by the Racing Club will be made available on request to Members. The horses will be sold by a method at the discretion of the Manager. If the horses are sold for more than the purchase cost, a Pro Rata dividend (net of costs and taxes associated with the sale) will be paid to Members.
- e) Membership of the Racecourses subject to the standard terms and conditions on membership of those racecourses.
- f) Access to a private facility which is exclusive to members of the Club at The Festival™ at Cheltenham Racecourse in March 2023 & 2024.
- g) When possible (subject to availability) access to a private facility when one of the Horses runs at one of the Racecourses.
- h) A calendar of social events and stable visits, details to be confirmed at the discretion of the Manager.
- i) The Member will be kept informed of the progress of the Horses. Newsletters will be circulated by the Manager periodically.
- j) When the Club has a runner, the Member will be notified at the entry stage & the declaration stage and the Manager will keep the Member informed of running plans via a circular e-mail and via our website. The principal form of communication with the Members will through the Racing Manager (or equivalent).

k) Owners & Trainers badges will be allocated by random draw. Members can apply online or by telephone. In addition, each Member will be entitled to one complimentary Members' badge whenever our horses run at one of the Racecourses. If Members require any further additional badges, they will be asked to pay for this at the normal rate.

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 expiring on 31 July 2024 (the "Term") when the Contract will come to an end.

5. **Joining Fee**

a) The Member shall pay a one off fee of £3575 (New Member) / £3250 (Renewing Member) inclusive of any applicable VAT (the "Joining Fee"). The Joining Fee shall be payable immediately on signature of this Contract and, 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 Joining Fee has been paid in full. The Manager shall not seek further funds from the Members in excess of the Joining Fee irrespective of whether the Manager incurs additional costs in administering the Club.

b) **The Joining Fee shall cover the costs of the following:**

(i) Full Annual Membership of the Racecourses: for the 2022/23 and 2023/24 Jump Racing seasons at Cheltenham, Exeter, Warwick and Wincanton – and associated racecourse reciprocal meetings. (Two Seasons).

(ii) All training fees

(iii) Jockeys' fees

(iv) Entry fees

(v) All veterinary expenses (including any surgery)

(vi) Farriery

(vii) Travelling and race expenses

(viii) Stable staff gratuities

(ix) The costs incurred by the Manager or any Jockey Club company in assisting the Manager in marketing and administering the Club;

(x) 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 managed by the Manager. 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 purchase and sale 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.
- (v) the right to decide how and where to sell the horses raced by the Racing Club at the expiry of the Club.

7. Expiry of the Club

a) As soon as reasonably practicable after the expiry of the Term, or earlier if the trainers have no likelihood of running the horses again prior to expiry of the Term, the Horses will be sold by the Manager on such terms as the Manager shall in its absolute discretion decide.

b) On expiry of the Term and following the sale of the Horses, the Manager shall:

a. calculate the aggregate of:

- i. any prize money won by the Horses less winners costs; and
- ii. any uplift in the re-sale value of the Horses, being the difference between the aggregate amount exclusive of taxes the Manager paid for the Horses and the aggregate amount it received exclusive of taxes for the Horses when sold at the end of the Term; together the "Members' Gross Share".

b. deduct from the Member's Gross Share all Deductions (the "Members' Net Share"). If the Deductions are greater than the Members' Gross Share no further payment will be due from the Member;

c. calculate the pro rata share of the Members' Net Share payable to the Member if any (the "Member's Pro Rata Share").

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 three (3) 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. Ownership of Horses

The Horses will be owned absolutely by the Manager. The Member shall have no legal or equitable ownership 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.

e) Dispute Resolution: In the case of any dispute the Member should refer their issue to the Manager, who will attempt to solve the dispute in a fair manner; if this is not possible consideration will be given by both parties to the use of arbitration provided through an appropriate industry body.