



THE JOCKEY CLUB

Ownership

CHELTENHAM & SOUTH WEST SYNDICATE

Details of the 2020/22 Jockey Club Ownership Cheltenham & South West Syndicate.

1. Defined terms

In this Contract, the following definitions apply:

Club: the horse racing syndicate 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: Jockey Club Ownership (SW 2020) Limited, a company limited by guarantee whose registered office is at Prestbury Park, Cheltenham, Glos. GL50 4SH.

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: 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 175 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 August 2020, 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.

In the event that less than 250 persons join the Club, the remaining shares between the number sold and 250 will be held on behalf of The Jockey Club.

3. Club Benefits

The Member shall be entitled to the following benefits:

- a) The opportunity to follow every Club Horse.
- b) The Club will have its own bespoke racing colours.
- c) The right to the Member's Pro Rata Share if any.
- d) Complimentary Membership of the Racecourses subject to the standard terms and conditions on membership of those racecourses.
- e) Access to a private facility which is exclusive to members of the Club at The Festival™ at Cheltenham Racecourse in March 2021 & 2022.
- f) When possible (subject to availability) access to a private facility when one of the Horses runs at one of the Racecourses.
- g) A calendar of social events and stable visits, details to be confirmed at the discretion of the Manager.
- h) The Member will be kept informed of the progress of the Horses. Newsletters will be circulated by the Manager periodically.

- i) 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.
- j) Owners & Trainers badges will be allocated by a ballot run by the Syndicate Manager. 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 2022 (the "Term") when the Contract will come to an end.

5. Joining Fee

- a) The Member shall pay a one off fee of £3250 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) Complimentary Full Annual Membership of the Racecourses: for the 2020/21 and 2021/22 Jump Racing seasons at Cheltenham, Exeter, Warwick and Wincanton
 - (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 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 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.



THE JOCKEY CLUB

Ownership

CHELTENHAM & SOUTH WEST SYNDICATE

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 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.

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 Ownership (SW 2020) Limited