



## **RACING SYNDICATES AGREEMENT - Lilly Hall One**

The following words shall have the meanings set out below:

### **General Terms & Conditions**

the following words and conditions set out in this document which govern all syndicates.

### **Horse or Racehorse**

any horse acquired by Ed De Giles Racing Syndicates for the purpose of forming a syndicate.

### **Intellectual Property**

all intellectual property rights now or subsequently owned by or licensed to the Syndicate (including without limitation) domain names, patents, trademarks (whether registered or unregistered), registered designs, unregistered designs and copyrights (and any applications for any of the same) which are used in connection with Ed De Giles Racing Syndicates and all confidential information so owned and used.

### **Shareholders**

such persons in one syndicate who own shares in the same horse for whom that syndicate was formed. The term "Shareholder" shall relate to one person in such a syndicate.

### **Share**

means an equal division of the ownership of a horse.

### **Syndicate**

a racehorse or breeding syndicate formed, marketed and managed by the Syndicate Management.

### **Syndicate Terms & Conditions**

all such terms and conditions issued by the Syndicate Administrators that govern one specified syndicate alone and are described by the Management as being specific to that syndicate.

### **Terms & Conditions**

means both the general terms and conditions and syndicate terms and conditions in relation to any one syndicate.

## **Contract**

The Terms and Conditions herein form the basis of the contract between the Syndicate and the Shareholders. An application by a person to join a syndicate shall be deemed to be an offer to purchase a share, pursuant to the Terms and Conditions. The issuing of a share certificate with its unique share number, shall be confirmation of the Syndicate's acceptance of the offer to purchase.

## **THE SYNDICATE**

The syndicate and all matters associated with it shall be managed by the Syndicate Managers whose decisions shall be final, binding on the Shareholders' and not open to query or appeal. If any person considering becoming a Shareholder is not happy with this, they should please not proceed with their application. *Note: The Syndicate Managers will as a matter of routine seek advice and guidance from such persons as trainers/vets/stud managers to help reach decisions.*

Please note that it is impossible to state in advance how much money a racehorse will win during its racing career or what its value will be if sold in the future so Racehorse ownership is primarily an entertainment and not an investment.

The choice of racing silks & syndicate name will be the Syndicate Managers decision.

The Syndicate is non-profit making but all administration costs will be derived from an equal share from each Syndicate member. The Shareholders are the valued Members of the Syndicate and all Member information is strictly confidential. The data relating to the Syndicate's Members' are protected by, and subject to The Data Protection Act 1998. Any attempt to access the client database or to obtain any personal information relating to the Members (including for example names, addresses or other personal information) by any means is prohibited. *(Note: it is important that the Syndicate protects itself from any possibility of any person or persons taking the syndicate away. It also helps protect clients from being approached by anyone who offers a personal view, claiming expertise in matters relating to the business of training, racing and keeping, a racehorse).*

## **THE SHARES**

A share buys you into the life of a racehorse for a fixed period of time. Whilst some racehorses turn out to be star performers and increase in value, the majority do not and therefore the purchase of a share must not be treated as an investment opportunity. A Horse Racing Syndicate is primarily an entertainment. Furthermore, because a racehorse is a living creature, there can never be any guarantee that he or she will perform sufficiently well enough to win races or to even make a racecourse appearance. Past performance of any Syndicate horses does not offer a guarantee of the future success of any horse.

A Share cannot be sub-divided.

A Share cannot be purchased by a person under the age of 18.

The Syndicate Managers will determine how many Shares are to be offered in a horse or horses.

When the Syndicate Managers accept an applicant's offer to purchase a Share, it shall grant the ownership of that Share to that applicant, subject to the Terms and Conditions.

Shares shall not in any way be transferred, transmitted, given, offered for sale or offered as a gift or otherwise disposed of except as expressly provided in the Terms and Conditions. The Shares may not be charged or offered or granted as security to anyone other than to the Syndicate Managers. The Shares may not be subject to any third party rights or interests.

A Shareholder must only use his/her Share for personal enjoyment and must not use the Share for any commercial purpose, regardless of whether or not it is a profit-making venture.

Where a share is being purchased as a gift for someone else, the donor of the gift is required to nominate a recipient (at the time of payment) who shall be a person over the age of 18 and at the point of purchase, the nominated recipient shall automatically become the owner of the share and shall be bound by the Syndicate's terms and conditions. All ownership rights shall belong to the nominated recipient of the gift. This means that payments from the Syndicate Managers, including, for example; share of prize money and VAT refunds (where applicable) will become due to the recipient, even though the recipient did not make the purchase. Where a share is due for renewal at the end of a syndicate period, this shall become a matter entirely for the recipient of the gifted share and not the donor of the gift.

The offer for new owners to join a syndicate, is not dependent on the Syndicate Managers finding a suitable number of people to join. The syndicate period is for 12 months and will begin on a nominated date, regardless of how many people decide to join.

Where the Syndicate Managers decide to proceed with the syndicate but not all of the shares have been sold, they will, at their absolute discretion, continue to sell shares at a pro-rata sum. *(Note: there are a number of factors that can affect the value of a horse, including but not limited to; illness and/or poor performance on the racecourse. The value may increase if the horse performs well on the racecourse or other horses related in the family perform well. Any changes to the value of the horse will be reflected in the share price at the earliest available opportunity, but may not be changed immediately as the exact date of change will be at the discretion of the Syndicate Managers. There is a very small chance that a Syndicated horse may be good enough to be retired to stud with a high value attached and where so, the current terms and conditions contained herein will still apply and if enough shareholders wanted to continue, then we would exercise our best endeavours to continue the syndicate. However, whilst there is a possibility of this happening, very few horses become commercial stallions or top class broodmare prospects. The horse would normally have to be a Group 1 winner at least and be considered a commercial prospect.*

In the event of the death of a Shareholder, prior to the dissolution of the syndicate, all rights and liabilities attached to that Share shall pass to the personal representatives of that Member's estate. The price payable by the Member for the Share, covers all costs associated with racing and training the racehorse, for the duration of the term of the syndicate, except for exceptional items such as the Trainer deciding to run the horse abroad which attracts additional cost.

Consumer Legislation gives the Shareholder the right to cancel a new contract they enter into with the Syndicate Administrators within 14 days of the date it is agreed. A Member can cancel their new share purchase by returning their ownership share within 14 days of purchase and Syndicate Managers will refund their payment in full.

Before the syndicate period is due to expire, the Syndicate Managers will give an opinion as to whether or not the horse should be retained and a new syndicate period formed. Shareholders will then be invited to make a decision whether or not to continue into the next syndicate period.

If there are a sufficient quantity of Shareholders wishing to renew into the next syndicate period but it has not been possible to sell any relinquished shares, the syndicate may be restructured to cater for a reduced quantity of Owners, rather than sell the horse and disappoint those who chose to renew. The renewal price will be based on the expected inclusive training fees including vets bills.

Shareholders who opt to retain their ownership interest in the horse will often pay a lower price than the original cost per share because the ownership capital element has already been paid, whereas new Members will pay an element towards the current assessed capital value of the horse.

Where a Shareholder wishes to continue into the new syndicate but owns more than one share, there will be no obligation to retain all of the shares owned in that particular horse.

Shareholders who do not renew their share(s) at the end of the syndicate period will cease to receive any share of prize money won by the horse in races after that date and will not have any liability for, or involvement in, the relevant share(s) in the new syndicate period.

Where a share and/or offer period is active, the sale of shares may be suspended or offered on a limited basis. For example; when a horse is being rested for whatever reason.

Where a share of prize money is due to the Shareholder, this sum will be specified in the Member's general account and can be claimed in the normal way at any time, or used in whole or part towards the purchase of extended syndicate share(s) or, new syndicate(s).

Existing members of the syndicate will be given the opportunity to purchase relinquished shares, subject to availability.

In the event of all of the relinquished shares not being purchased by the existing syndicate members, the Syndicate Managers will make a commercial decision whether or not to stand the financial liability of unsold shares and market them through its normal commercial channels. Normally, where a recommendation to retain a horse for a further syndicate period has already been made, it follows that unless it was deemed that there was an unacceptably large number of unsold relinquished shares, the renewed syndicate period will continue as normal and the horse will not have to be offered for sale.

Where a syndicate is recommended for extension and Owners are invited to renew their interest in joining for the new syndicate period, any renewal payment made will be refunded in the event that there is insufficient interest and it is decided at a later date not to continue with the extended period for this or any reason.

Where a horse is sold or re-homed after the start of the new syndicate period, Shareholders will receive a pro rata refund of the management and racing costs for the remainder of the syndicate period. The refund period will be calculated from the date the horse moves to its new home.

The decision whether or not to recommend that a horse is sent to the sales, or to offer for sale privately, shall be the Syndicate Managers and then subject to a vote amongst the relevant shareholders. Note: decisions to retire a horse shall remain with the Syndicate Managers and not open to voting. The retirement of a Syndicate horse will be made with the welfare of the horse being paramount in the event that the Trainer considers retirement to be in the best interest of the horse.

A Shareholder can request the Managers to pay the whole or part of any eligible credit held in the Member's account at any time. Such payment shall be made by Bank Transfer or cheque and subject to the deduction of a £1 fee (inc. VAT) to cover the cost of administration, postage and bank charges.

The Syndicate Managers reserve the right to offer the horse for sale at public auction for any reason whatsoever and at any time; and will be deemed appointed as the Member's agent to carry out the above.

Where a horse is offered for sale by auction, on behalf of the existing Shareholders and then bought-in by the Managers, the new value of the horse will be the total sum incurred in purchasing the horse (e.g. price paid for the horse itself, auction house commission and incidentals plus transport costs).

For the avoidance of doubt, where any one or more Shares are offered for sale and have not been purchased upon the expiry of such period of time, the Managers reserve the right to do any of the following at their discretion:

- (a) where the Syndicate Managers offered the Share on its own behalf (for example because it has purchased the Share or the horse) it may retain that Share and or sell it at a future date;
- (b) where a Member offers a Share to the Managers who may choose to purchase it in accordance with the Terms and Conditions and the share can then be retained and/or re-sold at a future date.

When a horse is sold, the Syndicate Administrators will charge and deduct a commission of 10% + VAT of the sale price. The remaining balance will then be distributed equally amongst the Owners proportionate to the number of shares held. This sum will be distributed after deductions among the Members who owned valid share(s) in the horse.

*Note: Deductions from the sales sum includes auction costs and transport. Plus training/keep fees accrued outside of the syndicate period.*

Where a private offer is made to purchase a horse during a syndicate period and the Managers consider the offer to be sensible, Owners will be asked to vote on whether or not to accept the offer and sell the horse; OR where the Administrators recommends that a horse is offered for sale for a specified sum privately or by public auction, a vote amongst the relevant Shareholders shall be called for. Where 55% or greater of votes received by the specified deadline are in favour of selling, the sale will proceed and if a sale is made, a commission of 10% + VAT of the sale price will be deducted for Administration costs. The remaining balance will then be distributed equally amongst the Owners proportionate to the number of shares held, together with a pro rata refund of the management and racing costs for the remainder of the syndicate period. Note: Each share held by an Owner in the relevant horse counts as 1 vote. Therefore, as an example, 3 shares owned would count as 3 votes. Whilst many syndicate shares are sold, the Syndicate Managers may be standing shares for whatever reason and where so, each unsold share held shall in all circumstances entitle the Managers to one vote per unsold share held. Where a tie occurs and a casting vote is required, this shall be decided by the Syndicate Managers. Note: votes will be conducted by post and online, save where a quick decision is needed, then this will be online only).

### **BREEDING SYNDICATES**

Syndicates formed for breeding purposes (or racing and breeding purposes), to include broodmares, foals, yearlings and young horses prior to entering training, will have defined periods set by the Managers and all decisions relating to the relevant horses will be determined by the Managers, including choice of stud and choice of stallion.

At the end of the syndicate period, the broodmare may either be (a) not in foal, or (b) in foal or (c) have a foal at foot. Where (a) or (b), the next syndicate period (where applicable) will continue as one entity, however, where (c), the syndicate may either continue as one entity or be split into two syndicates (one for the broodmare and one for the foal). The values of (a) (b) and (c) will be determined by the Managers and renewal procedures shall follow the same principles as any other syndicate period. Where (c) and the syndicate is being split into two syndicates, any owner who had bought into the syndicate prior to the mare having the relevant foal at foot, will not be charged for the capital value element of the foal, as this was already paid for in the nomination.

A breeding syndicate may include a fee for a nomination (the charge to secure the services of a stallion to cover the broodmare) in the costs of the share. Where the nomination is either not executed or is executed at a reduced fee or is refunded in whole or part by the stud, the relevant pro rata sum will be credited to the Member's account.

Syndicates formed for homebred foals will be offered to Members of the relevant broodmare syndicate as a priority option but without any obligation to join.

Where a Member had bought into a relevant nomination then chooses not to join a resultant foal Syndicate, the Managers will automatically endeavour to sell the Member's share(s) in the foal, at a value determined by them. Where a buyer is found, any credit arising will be added to the Member's account.

Where a broodmare syndicate period ends and a new one formed, the Member is not obliged to buy into the new syndicate period for the broodmare even if the Member has chosen to buy into the relevant foal syndicate period.

Progeny from a breeding syndicate will normally be registered under the name of the syndicate current at the time of registration. Any income/rights associated with the progeny produced from this breeding will be linked to the current syndicate and not any previous syndicate linked to the progeny. Where the progeny is sold and is raced under a new ownership, any income (for example, GBB bonuses) arising from the breeding will be paid into the current Syndicate

The purchase of a share in a broodmare or foal/yearling syndicate is not to be treated as an investment opportunity.

## **COSTS**

Where the Administration fees relating to syndicate management and racing/training, amount to a sum greater than the actual costs, the Members shall not be entitled to any refund. Conversely, Shareholders are not asked for any additional payments where the costs are greater than the price paid during each term of the syndicate. The price payable for each share, covers costs associated with racing and training the racehorse, for the duration of the term of the syndicate, save for any costs involved in racing outside of Great Britain (racehorse transport, race entry fees/supplements, trainer/jockey/groom) and Group/Listed/Graded/Premier Handicap race entry fees in Great Britain, which shall be deducted (at cost price) from the total net prize money accrued by the horse. In the event that the costs for Group/Listed/Graded/Premier Handicap races are not covered by overall prize money won by the relevant horse in the syndicate period, the loss will be absorbed by the Managers and therefore no further payment will be required from any Member, in any event.

The price of each horse share sold includes an equal division of the following:

1. Capital purchase price of the horse. This is the sum originally paid for the acquisition of the horse, including any commission. Note: Where the capital value of the horse is deemed to have increased or decreased since the date the horse was purchased, the price of a share may be adjusted prior to the sale of a share.
2. 'Vetting cost' relates to a veterinary examination of the horse prior to purchase. 'Transport cost' relates to the cost of transporting the horse from its location at the point of sale. It may sometimes be necessary to use estimated sums for the transport/vetting costs. If an estimated sum is used and the actual cost billed is higher, the Syndicate Managers will absorb that higher cost and where less, no refund is given.
3. 5% capital risk. *Note: When a horse is purchased, a considerable financial risk is taken by the Managers. If the horse should no longer be in a fit enough state to remain in racing and the Administrators stop selling shares **before** they have all been sold (meaning that the liability for the remaining unsold shares continues to be that of the Managers). The capital risk is currently set at 5% of the capital purchase price paid for the horse and is non-refundable if this particular share sale does not result in a loss.*

4. All racing costs. This includes training fees, entry/declaration fees, veterinary fees and all other racing/horse costs. This amount is usually set at between £25,000 and £35,000 per syndicate, per annum, based on the expected costs. *Note: Where the actual costs incurred are greater than the set sum, no extra payment is sought and, conversely, where the actual costs are less than the set sum, no refunds are made.*
5. Management and service provision fee. This figure includes managing, servicing and marketing the syndicate and is usually set at 2% per Syndicate period per share. This includes the regular online updates via a website and emails & SMS.
6. Mortality insurance. The insured sum varies per horse, usually related to the valuation at the commencement of the syndicate period OR the valuation on the date that the renewal payment period opens (whichever is the earlier). This sum can be approximately £2,000-£10,000 per syndicate, per annum. *Note: in the event of the horse acquiring a much higher capital value overnight, for whatever reason, the mortality insurance will not be increased until the next new syndicate period, save where the renewal payment period has already commenced.*
7. Value Added Tax (VAT). Items 1 to 6 above are subject to VAT and this is currently set by the Government at a rate of 20%. *Note: VAT represents a significant amount of the cost of each share and this sum MAY be refundable. Any Member renewing a share is only paying for items 4 - 6 in any subsequent terms, as the capital purchase price is only paid in the Syndicate Member's initial term.*

The all-inclusive cost includes mortality insurance cover for the horse during the syndicate period. The insured sum shall normally amount to the valuation at the commencement of the syndicate period OR the valuation on the date that the renewal payment period opens (whichever is the earlier). The sum insured shall not be adjusted upwards during a syndicate period regardless of whether or not the value of the horse is deemed to have increased. However, in some cases, where the Syndicate Managers decide that a horse's value has significantly reduced, the insured sum may be reduced for the remainder of the syndicate period and any rebate of the premium obtained from the insurance company will be credited to the owner's account. Note: In the event of a horse value significantly increasing, owners may choose to make their own insurance cover arrangements to cover the increased value difference, if they wish.

Ed De Giles Racing has a public and products liability insurance policy in place, with a £5 Million limit of indemnity, designed to protect the Syndicate Owners against compensation claims and legal costs if a horse causes injury/death to a third party and/or damage to property. The cost of this policy is met by the Trainer

Note; if a claim is made against a specific owner or set of owners, this policy is designed to respond for UK residents only in relation to a specific horse. Residents outside of the UK are at liberty to seek their own insurance, should they wish to obtain cover.



All Members of racehorse syndicates have the opportunity to apply to have the VAT element of their share payments refunded. Owners are NOT obliged to participate in the VAT refund application. If a Member wishes to be part of the VAT refund application, they must submit their National Insurance number to the Administrators within 14 days of purchasing a share, unless they have already done so. A National Insurance number can be submitted by using the secure Ed De Giles Racing Syndicates section of the website or by completing the form included with the welcome pack. By submitting a National Insurance number, a Member agrees that their data will be shared with HMRC.

Whilst the Administrators will go through the procedure of requesting a refund on behalf of all participating Members, it cannot be guaranteed that HMRC will actually provide a refund. If a refund is successfully received, the refund will be added to a Member's account after the current syndicate period ends. *Note: the VAT refund scheme does not include syndicate periods where the horse is part of a breeding programme (ie: a broodmare, foal, yearling, or horse prior to starting training), even if being transferred from or into a current racing syndicate period.*

## **RACEDAYS**

Most racecourses impose restrictions on the number of people allowed into the paddock and winner's enclosure, for health and safety reasons. The number of Owners in a Syndicate who wish to enter the paddock may exceed the racecourse's figure. In such cases a ballot is held to determine the 'Owners badge' allocation. This may or may not be on a complimentary basis but whatever the case, applies to the one race on the card for which the relevant part-owned horse is running. Owners may not enter the pre-parade ring area, even if they are in possession of an 'Owners badge'. If an Owner is successful in obtaining an Owners' badge but is subsequently unable to attend, they must inform the Syndicate Managers as soon as possible, so that the badge can be offered to an alternative Owner. *Note: the average allowance is approximately 9 places per syndicate. The draw for badges will take into account how many times a Member has already received an owners badge in that syndicate period so everyone has an equal opportunity during the Syndicate period. Note: the pre-parade ring is the area where horses are saddled and then paraded, before they make their way into the paddock area and an allocated Owners badge does not guarantee access to this area. Persons entering any area of the racecourse on an unauthorised basis may be reported to the Stewards and this could result in a racecourse ban.*

Any Owner who is granted a racecourse 'Owners badge' agrees to abide by the racecourse dress code which does vary between racecourses and specific meetings. Gentlemen may be asked to wear a shirt and tie. Ladies suitably smartly attired. *Note: some prestigious race meetings such as Royal Ascot have additional requirements and these will normally be published as and when required.*

## **STABLE VISITS**

Stable visits to the Ed De Giles yard are organised on a regular basis and all Shareholders will be notified in advance. Occasionally stable visits can become oversubscribed, particularly with a large Syndicate and if the Trainer feels that he needs to set a limit due to Health and Safety then a ballot will usually be held to determine who can attend on a given day.

As with racecourse Owners badges past attendance will be taken into account to ensure an equal opportunity for each visit. Therefore, no guarantee of a place can be made. An Owner can bring one guest but there could be an entrance charge for each guest.

Some visits may include hospitality such as a meal at a local venue and where so, a charge is made for both Owner and guest. *Note: Some stable visits may not be entirely suitable for disabled visitors and therefore accessibility needs to be checked prior to booking.*

## **MEDIA**

The Managers may from time to time take photographs or video footage at the racecourse or at a stable event. By attending such an event, Members accept that such photography may take place and that it may be used in the public domain with no payment made to any participant. Members not wishing to appear need to position themselves behind the camera but there are still no guarantees of exclusion. Shareholders also need to be aware that various television companies will show live or recorded scenes at the racecourse or at a trainer's yard.

## **NON-RUNNERS**

Where a declared horse becomes a non-runner in a race, the Syndicate Managers will endeavour to relay this information to owners as soon as possible, but there could be occasions where we are unable to do this. All decisions relating to entries and declarations are made by the Trainer, therefore, the Managers cannot accept any responsibility or liability in relation to a horse not running in a race. A horse can be withdrawn from a race for a number of reasons, including the health/fitness of the horse, or a change to the 'official going' (ground conditions). All costs incurred by an Owner in travelling to a race meeting where 'our' horse subsequently becomes a non-runner, will not be refunded. In addition a race meeting or an individual race may be cancelled at short notice and again the Syndicate Managers will not be liable for the costs of individual members who may have travelled to the racecourse. Please also bear in mind that an "entry" is not the same as being "declared". The Trainer may make several entries but any or all may not be declared to actually run at the 48hr declaration stage prior to the race.

## **INTELLECTUAL PROPERTY**

All Intellectual Property, including, without limitation, all intellectual property rights relating to the image and name of any horse, Ed De Giles Racing Syndicates name, logo and the racing colours are and shall remain legally and beneficially vested with the Syndicate Managers.

## **SYNDICATE UPDATES**

There will be regular electronic reports of the horse by email, SMS and via the Ed De Giles Racing Syndicates App and, in addition, videos of horses will be provided to the relevant shareholders via the Ed De Giles website at no extra cost but with no specific guarantee of regularity.

The name of the horse is subject to change, usually in situations beyond the control of the Administrators, for example, if the chosen name is rejected after the application is submitted.

## **BETTING**

Under the Rules Of Racing, a person holding an ownership share in a racehorse is permitted to place bets on that horse, in the same way that any other punter does. This is known as 'backing the horse'. However, it is against the Rules to act in a 'bookmaker' capacity for that horse, for example, on a betting exchange, this is known as 'laying the horse'.

## **RACE PRIZE MONEY**

Race prize money, the sum paid by Weatherbys in accordance with the rules of horse racing, is distributed amongst the Shareholders of the Syndicate at the end of each syndicate term, save where a sum in excess of £100,000 accrues, in which case distribution shall be made within a reasonable period from the date of the receipt from Weatherbys.

## **TROPHIES**

Where a trophy is won by a winning horse, it shall be awarded to one Shareholder by means of a draw conducted by the Managers, regardless of whether or not that person was presented with it at the racecourse. If the trophy is to be returned to the racecourse, usually after 1 year, different Syndicate Members can agree to "host" the trophy for a period of time provided they are prepared to insure it.

## **HORSE PERFORMANCE**

Where applicable, a colt may be gelded, normally upon the advice of the trainer. The Managers will make the final decision following such advice without calling for a vote from the Members. Furthermore, a racehorse may be switched between different disciplines (Flat and Jumps) at the Managers discretion, if the Trainer believes this to be in the best interests of the horse.

Occasionally a racehorse may fail to reach a reasonable racing standard and the Managers may recommend entry in claiming or selling races. Such a decision will require approval from the Members of that syndicate. Where 55% of votes are against such entry, the option shall be discounted. Votes may be repeated at future intervals at the Managers discretion. *Note: Entry in a claiming or selling race will mean that any member of the general public may offer to purchase the horse after the race and, save for an instruction from more than 50% of votes for the syndicate to make a friendly claim (i.e. an attempt to buy the horse back) or to bid at auction after winning a selling race, the syndicate will close prematurely and (subject to the Terms and Conditions) the sum received for the horse will be distributed equally amongst the Members.*

Where a horse does not live up to expectations on the racecourse, or fails to make it to the racecourse, the Members shall not be entitled to any refund. Where prolonged training is not in the best interest of the welfare of the horse, the horse will be retired. If the horse is re-homed prior to the scheduled syndicate end date, the syndicate will end prematurely. If the horse is sold, the sum achieved will be divided equally in accordance with the shareholding. Note: when a retired horse is deemed to have little or no residual value, the horse is usually gifted for re-homing.

If the Syndicate Managers decide to retire a horse, normally with little or no residual value, to a rehabilitation centre for example, full legal and beneficial ownership in all shares in the racehorse (i.e. all rights of ownership) shall pass from all Shareholders of that syndicate to the new Owner. The Managers are deemed to be appointed as the Member's agent to transfer the legal and beneficial ownership in the horse to the rehabilitation centre or new owner.

When a horse is retired, it will either be sold or gifted, depending on the circumstances. Priority is normally given to the owners of the syndicated horse. If any Owner wishes to be considered for the gifting or purchase of any particular horse that is being retired, an application needs to be made in writing, specifying the facilities available for keeping the horse and details of the applicant's experience with horses. The premises will need to be checked out and a non-racing agreement signed with the BHA, barring the horse from ever participating in horseracing again.

Whilst Ed De Giles Racing Syndicates is often able to re-home a retired racehorse through its own network, there are times when a retired horse will be passed to a specialist Rehabilitation Centre, and also times when there are additional keep costs/vet bills etc. to be paid after the syndicate has finished, before the horse can be re-homed. Such costs are met by including a sum within each syndicate period share fee. This sum is currently set at 2% per share per syndicate period. This sum shall be described as the 'rehabilitation contribution'. Retired horses are re-homed on the basis that they cannot participate in races again. Once re-homed, the ownership of a horse passes to the new owner, who is asked to provide updates on the horses from time to time and if/when these are received, the Managers will endeavour to relay such information to the previous syndicate members. Previous owners of the relevant retired syndicated horses are not provided with new owner's names and addresses for reasons such as data protection law.

## **THE TRAINER**

All decisions relating to training and racing are normally placed in the charge of the Trainer whilst the horse is in his/her care as they are best placed to make assessments relating to racing and welfare issues. The trainer is paid for his or her professional services and therefore the Managers would not normally interfere, however, the Trainer would normally discuss such matters relating to the horse that affect the smooth running of the Syndicate.

## **DECISION MAKING**

If/when a vote relating to a syndicate is called for and a Member's vote is not received by the deadline date specified by the Managers, the Member's right to vote is forfeited in that instance. When all votes received result in a split vote, the Managers will have the right to make a casting vote.

## **LEGALITY**

If at any time one or more of the provisions of these Terms and Conditions becomes invalid, illegal or unenforceable under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

The contract (including for the avoidance of doubt the Terms and Conditions) shall be governed by and construed in all respects in accordance with the laws of England, and the Member and the company hereby agree to submit to the exclusive jurisdiction of the English Courts.

### **CHANGES TO TERMS & CONDITIONS**

The Syndicate Managers reserves the right at its discretion to amend or vary the Terms and Conditions from time to time and will supply the syndicate Members with copies of the latest revised version which shall apply with effect from the date stated in that latest version.

The failure by the Managers to enforce at any time or for any period any one or more of the Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce any or all Terms and Conditions.

Any person who is banned from entering a racecourse and/or 'warned off' by the British Horseracing Authority, cannot become a client of Ed De Giles Racing Syndicates.

All text created by Ed De Giles Racing Syndicates, including but not limited to, all horse reports, these terms and conditions, as well as all photographic images, both still and moving, including written and spoken words, are subject to copyright law and cannot be copied or transmitted in any format.

Force Majeure - whilst Ed De Giles Racing Syndicates will be able to provide a number of services online, there may be some occasions during an unexpected event such as but not limited to, outbreak of a disease or bad weather, that renders the Administrators unable to provide some or all services. For example, events held at racecourses, stables etc. may be subject to postponement or cancellation, and/or the website, emails and other services may be interrupted.

Any personal information you provide to Ed De Giles Racing Syndicates such as your name, address, telephone number and email address will NOT be released, sold, or rented to any entities or individuals outside of Ed De Giles Racing Syndicates unless explicitly stated below:

- To HMRC - if you request to be part of the VAT reclaim application.
- To manufacturers of mail order items if a relevant order is placed. This data will only be stored for the purposes of manufacturing/sending the item.
- To an event host, such as a racecourse if you make a booking for an event and the data release is absolutely essential.

**New Owner Name:**

**Address:**

**Date of Birth:**

**Signed New Owner**

**Date**

**Signed (On behalf of Ed De Giles Racing Syndicates):**

**Date**