

Racegoers Club Owners' Groups Terms and Conditions

Governance

The Racegoers Club provides the opportunity for its members to experience racehorse ownership by, each year, inviting them to share in the ownership of Racegoers Club Owners' Group horses, under these terms and conditions.

Every Owners' Group is a distinct entity, each or any of which can be joined on payment of the appropriate fee, as publicised at the time of joining.

Governance of the operation of each Owner's Group is the legal responsibility of the Trustees of that Group, whose appointment has been approved by the Committee of the Racegoers Club.

The Trustees decision on all matters not expressly covered in the following rules shall be final and binding on all Owners' Group members.

The Trustees shall have authority to delegate responsibility for the day-to-day management and administration of the Owners' Groups to a nominated Group Manager.

The Racegoers Club is a member of the Racehorse Syndicates Association. The Racegoers Club Owners' Group's Governance and operations comply with the BHA Racing Club Ownership Code of Conduct (March 2021).

1. The Horse

- Owners' Group horses are leased to race under the name 'Racegoers Club Owners Group'. The Trustees will, on behalf of each Owners' Group lease, for the duration of that Owners' Group, (see Section 4) the racehorse identified in the initial information provided to Club members.
- Under the Rules of Racing, for the purpose of racing under rules, only the Racegoers Club Owners Group is recognised as the Owner of the horse. At all times the horse remains the property of the lessor but within the period of the lease the horse cannot be sold, and the lessor foregoes claims on any prize money the horse wins.
- For the purpose of racing under rules, throughout the duration of the lease the horse can only race in the name and colours of the Racegoers Club Owners Group, for the enjoyment and entertainment of the Share Owners.
- In the event that:
 - i) the original horse suffers illness or injury which will prevent it from racing during the term of that Owners' Group term, or
 - ii) the trainer advises the horse does not have the ability required to race under rules,

the Trustees reserve the right to source a replacement horse to enable that Owners' Group to continue.

The Trustees cannot guarantee the replacement horse will match the original in terms of breeding, ability, class/grade or in any other way.

The trainer will advise as to the suitability of a replacement horse based on their opinion that the horse will be capable of racing competitively.

If no suitable replacement can be found within a two-week period of the retirement of the original horse the Owners' Group shall be disbanded from that point.

2. Application to Join an Owner's Group:

- The Trustees reserve the right to refuse application for membership of each or any Owners' Group, without having to give reason for such refusal.
- Appeal against the refusal of an application shall be made in writing to the Racegoers Club Committee.
- It is a condition of membership that throughout the term of the Owners' Group shareholders shall be fully paid up members of the Racegoers Club and shall abide by the terms and conditions of the Racegoers Club and the rules of the Owners' Group.
- The Committee reserves the discretion to retain a maximum of six shares in each (or any) Owners' Group: Up to 1 share may be donated to the Club's charity partner for fundraising purposes and a further five shares may be used to promote Club membership. These shares will not be eligible for returns as outlined in paragraph 9.

3. Shareholdings in each (or any) Owners' Groups

- A maximum of 2 shares may be purchased per Racegoers Club membership, regardless of whether single or joint membership is held.
- Upon purchase of a share, a member will have a period of 14 working days, during which time they are entitled to a full refund, minus an administration fee of £20, should they change their mind about their involvement.
- After the initial cooling off period, no share owner shall leave the group until it has been formally disbanded by the Trustees, except by reason of:
 - i) Death, when their interest in the group shall pass to their executors but may not be realised by them until the group has been formally disbanded.
 - ii) Disqualification under the Rules of Racing, where their interest in the Group shall be represented by the Trustees until the disqualification is lifted or the group is terminated, whichever sooner.
 - iii) Disqualification from the Club, where their interest in the group shall be represented by the Racegoers Club Committee until the disqualification is lifted or the group is terminated, whichever sooner.
 - iv) Exceptional circumstances, as determined by the Racegoers Club Committee

4. Duration

The duration of each Owners' Group shall be specified in the initial information provided for each Owners' Group, except in the following scenarios:

i) Where the Trustees accept the advice of the trainer that it would be in the best interests of the group and the best interests of the horse to permit a short-term extension of the Owners' Group, and funds are available to finance such an extension. In the event that a longer-term extension is being proposed, the Trustees may call upon the share owners to vote on whether to extend the term or not, with the majority of votes being cast determining the outcome.

ii) The Trustees may curtail the duration of the Owners' Group if this is considered in the best interests of the horse. This will be based on the advice of the trainer and entirely at their discretion.

iii) If the Trustees determine that any Owners' Group has not attracted the minimum number of share owners to make it viable for the duration of the term. In this event a full refund will be made to shareholders.

An Owners' Group will be deemed to be disbanded once all invoices have been received and any prize money or other income received.

5. Benefits of Membership

Each member shall receive:

- A share certificate, which will be posted after the horse has been named
- Regular correspondence via email or post. The frequency of the correspondence shall be determined by the horse's stage of training and activity.
- A minimum of two stable visits (where possible), are organised per Owners' Group, where there will be the opportunity to visit the horse at the trainer's yard.
- The opportunity to attend the races as an owner (see section 10).
- A share of prize money (see section 9).
- Priority to renew their interest in the next Owners' Group formed from the same horse.

6. Restrictions on shareholder entitlement

- The horse shall run in the colours of the Racegoers Club Owners' Group and no share owner shall be entitled to any rights or privileges of ownership by reason of share ownership other than those set out in these rules.
- Shareholders are permitted to visit their horse on designated visits only. Shareholders must comply with the Club Stable visit terms and conditions which will be included with confirmation of any stable visit booking.
- The trainer will only provide updates on the horse via the Group Manager.

7. Management and Administration

- The Trustees shall have authority to delegate responsibility for the day-to-day management and administration of the Owners' Groups to a nominated Group Manager.
- The Group Manager shall act on their behalf in all matters relating to the training and running of the horse.
- Decisions regarding the training, running plans and jockey bookings for the horse shall ordinarily be delegated to the trainer.
- The Group Manager's role is to communicate the advice, information and insight provided by the trainer in their expert capacity and not ordinarily to make those decisions on their behalf.
- In any circumstances where the Group Manager makes specific requests of the trainer contrary to their advice, it will be made explicit and explained in the member correspondence.
- For each Owners' Group, an administration fee will be agreed with the provider of such services.
- Each Owners' Group will make a contribution, the amount of which shall be agreed by the Racegoers Club Committee from time to time, to the running costs of the Racegoers Club.

8. Accounts

- The Club shall keep a thorough record of the Income and Expenditure of each Owners' Group, in order to prepare a set of accounts at the end of the term of each Owners' Group.
- The accounts of each Owners' Groups shall be duly certified by a qualified accountant as having been prepared in accordance with:
 - i) the books and records of that Owners' Group.
 - ii) information and explanations provided by the Trustees; and
 - iii) the rules of the Owners' Groups.
- These accounts shall be made available to any shareholder on request.
- In addition, a nominated Racegoers Club committee member, who is not a Trustee of the Group, will have access to all invoices relating to the group, and will be available to members to resolve any serious concerns should these arise in respect of the running of any Owners' Group.

9. Returns to Shareholders

The amounts returnable to each shareholder, shall be the total income (including prize money won) less total expenditure shown in the accounts, divided by the number of shares issued, (including any retained shares as per point 3.). Should the prize money or surplus total amount owed to each share owner total less than £20, the share holders will be given the option of having the dividend transferred by BACs into their bank account or to donate the dividend to the Club's charity partner.

In the event that there is an excess of expenditure over income the deficit will be funded by the Racegoers Club and no further amounts will be payable by shareholders.

10. Owners Draw & Winning Prize Procedure

- Upon confirmation of an intended entry, all share owners will be invited to enter their name into a draw for an owner's badge in the event that the horse is declared to race.

- Owners will each be entitled to one entry per share they own.
- Names will be drawn at random excluding the following circumstances:
 - i) Preference will be given to owners who have not previously received a badge for that Owners' Group.
 - ii) Where an owner holds two shares, they will automatically be given 2 owners badges upon their name being drawn once.
- Draw results will be emailed to the group, any owner drawn who is not on email will be called individually.
- In the event that there is a memento to collect after a race and the Group Manager is not present to collect it, an individual will be nominated by the Group Manager to collect it on their behalf.

11. Correspondence

- Share owners on email will be emailed with regular updates. An indication of when to expect the next update will be given at the end of each email.
- Share owners not on email will receive postal updates.
- No compensation will be provided for email and postal notifications not seen or received, or not sent for any reason.

FAQ

- **Acceptance as a member**

Acceptance as a shareholder of an Owners' Group requires the approval of the Trustees. This is confirmed by the provision of a share certificate. Payment for a share or shares does not indicate acceptance by the Trustees of your application to become a shareholder in an Owners' Group.

- **Information**

Shares in Owners' groups are not intended as a means to acquire information predominantly for gambling purposes, and there is no tipping information line. Attention is drawn to the Rules of Racing (available on the BHA website) which may operate to restrict member's betting activities in races involving their Owner's Group horse and restrict relaying information about their horse which is not in the public domain.

Our trainers will provide information as to the expected performance of the Owners Group horse but are not guaranteed to make analysis as to its chance in relation to competitors.

By purchase of a share, members are not entitled to receive information on other horses in training in the stable, aside from their own.

- Post-race analysis will be emailed or posted within 7 working days of the race, with enough time for the trainer to assess how the horse has come out of the race.

- **Horse Performance**

At the start of every Racegoers Club Owners' Group term we will make clear the expectations of the Racegoers Club Owners' Group horse, based on the opinion of the trainer. However many factors can affect the development and performance of a horse and we can make no guarantees as to the number of times a horse will race during the Racegoers Club Owners' Group term, the type of races it will contest, or how well it will perform in those races.

The trainer will decide what races the horse will contest based on where they think the conditions will be most suitable and the horse has the best chance. , This will always be regardless of location.

- **Horse Welfare**

The welfare and wellbeing of the horse will be the main consideration in any decision about its training taken by the trainer, by the Trustees or by the Group Manager.

- **Purpose of the Owners' Groups**

Shares are not sold as investment opportunities and no share owner should purchase a share for reasons other than recreational enjoyment.

- **Stable Visits**

Members are permitted to bring 1 guest to accompany them to the stable visit if the guest is a member of the Racegoers Club and if space allows. Non-member guests of the Racegoers Club will be requested to pay a £10 fee.

Attendance of the trainer cannot be guaranteed on stable visits.

No compensation will be provided if any share owner is unable to attend an arranged visit.

- **Membership of the Owners' Groups**

In the event that an Owners' Group does not achieve sufficient numbers to cover the budgeted training and racing expenses for the term of the lease, the owners' group will be disbanded and all shareholders will receive a full refund. This decision would be taken prior to the issue of share certificates to members.

Members are entitled to apply to join more than one Owners' Group at any one time.