

PMRacing (UK) Ltd Terms & Conditions

The syndicate owner agrees to buy a share in a racehorse syndicate under the following terms and conditions. ('Share' means division of a syndicate arrangement and should not be regarded as an investment or security)

1. An application, once submitted, may not be withdrawn. Monies will be returned in full if the application is not accepted. The racehorse is sold as it stands.
2. All syndicated owners are required to sign a declaration that they abide by the rules of the Companies Terms & Conditions as set out in this document and further, that they fully understand that pmracing has been set up primarily for enjoyment of the sport of horse racing and as such should not be considered as a financial investment.
3. All syndicated owners are required to sign a warranty that he/she is not a disqualified or excluded person under the Rules of Racing. Any owner becoming so will be automatically and immediately disqualified from ownership of any pmracing syndicated horse. In this instance the owner shall be entitled to their share of the valuation of the horse at the time of disqualification which will be determined by the trainer. The disqualified owners training fees will be payable up to the whole month at the point of exclusion.
4. The syndicate owner will receive a certificate stating the share of the horse owned.
5. The syndicate holder will receive his/her share of any prize money won by the horse. Prize money will be defined as the amount credited to the syndicate's account as prize money by Weatherbys (or any other such body that may be used by the Jockey Club for the administration of racing and distribution of prize money) less any deductions made by them. This includes but is not limited to payments made to the winning Trainer, Jockey and other levy payments.
6. The syndicate owner's share of prize money shall be repayable to the syndicate owner each quarter. Prize money rights shall not commence until all monies and documentation relating to the purchase of a share in the horse has been received by pmracing (UK) Ltd.
7. Should the horse be sold either through auction, a seller, or private sale, the syndicate owner will receive his/her share of any resale value of the horse less any share of the costs associated with the sale. Depending on the type of sale this would typically include but is not limited to entry fees and levies placed by the auctioneer (Tattersalls or similar), Trainers, agents and intermediates. Each normally charge 5% of the sales cost. For the Company pmracing applies a 3% levy on any syndicate sale. However this will not be applied if the value of the sale is equal or less than the total syndicate share of the horse as it was valued at the time of the commencement of the syndicate or pro rata to shares purchased at a later date.
8. The syndicate owner will pay the agreed training fees outlined within the flexible pricing options per 5% share, payable by direct debit with regard to his/her share of the costs associated with the up keep and training of the horse.
Costs include the following fees: Training Veterinary Blacksmith Gallops Transport (but specifically excluding any overseas transport).

9. They will also include costs that are levied by Weatherbys on behalf of the Jockey Club with regard to the racing of the horse, which will include entry fees*, jockey fees and administration fees but only insofar as these costs do not exceed the sum of £3,000 per calendar year, or pro rata for any shorter period. In the event that the costs did exceed this amount the syndicate owner would be responsible for his share of any excess.
10. *Entry into group, heritage or other prestigious race where costs exceed £500 will be shared by syndicate owners
11. The training costs attributable to the syndicate owner are deemed to commence in the calendar month in which they joined.
12. Currently pmracing has sponsorship which under HMRC regulations (with the exception of the sale of a horse), allows for owners are exempt from VAT
13. The syndicate owner will be entitled to one complimentary owners badge at the racecourse on the day his/her horse runs. Where possible additional badges will be provided but the racecourse may incur a charge which is normally 50% less than a premier enclosure fee but this differs from course to course.
14. The syndicate owner will be entitled to visit his/her horse at the trainer's stables at a time convenient to the trainer. However the trainer requests that due to his busy schedule all enquiries about the horse should be made through the pmracing agent.
15. Interest in the syndicate contract is personal to the syndicate owner and may not be assigned to a third party without the express permission of pmracing.
16. All entries in the racing press will show the owner of the horse to be the syndicate name designated by pmracing and the horse will run in the colours selected by pmracing.
17. The formation, administration and management of the syndicate and the racing career of the horse will be managed by pmracing , whose charges associated with this are also included in the figure detailed within clauses 7 & 8 above. The choice of trainer will be P J McBride, Newmarket, but maybe varied if deemed appropriate.
18. The syndicate owner consents to the entry of the horse in selling and claiming races if deemed prudent by the trainer. Should the horse, or any other pmracing syndicated horse run in such races, then all syndicated owners are expressly forbidden to submit a claim or be a party to a claim, other than a friendly/counter claim made on behalf of the connections, without the express written consent of pmracing. If the horse is bought-in or retained by the syndicate following a selling or claiming race this shall not be regarded as terminating this agreement and any costs associated with this are specifically not included in clauses 7,8,9 & 10 above.
19. The syndicate owner(s) hereby nominate pmracing and its chosen representatives as the 'nominated owners' as regards any Weatherbys registration that may be made and also as nominees for other registrations when required.
20. The syndicate owner hereby agrees to sign any such documentation that he/she may be required to sign by pmracing with respect to the registration of the horse and his ownership.
21. Unless otherwise agreed each syndicate will run for two years, however a syndicate owner may terminate his contract with pmracing as indicated under clause 20. Syndicates may be extended beyond two years under agreement with all shareholders and consent of pmracing.
22. The syndicate owner hereby agrees not to terminate this contract for 12 months from the date of this contract without the express permission of pmracing.

23. Should any syndicate owner wish to terminate this contract after the initial 12 months period they must provide 3 full months full notice in writing to pmracing (which will be confirmed in writing by pmracing), of his/her intention to do so, the full 3 months fee to be paid in advance at the point of notification.
24. During the period of notice the syndicate owner expressly consents that the racehorse may continue running throughout the period of notice and he/she shall be entitled to prize money until the time their share is sold providing there are no outstanding monies owed to pmracing.
25. Under the sole discretion of the Directors of pmracing clause 24 may be reduced or waived provided all outstanding fees are up to date at the point of agreement.
26. If at the end of the period of notice no suitable purchaser has been found the share will be repurchased by pmracing at a price set at 75% of the trainer's valuation at that time.
27. In the unlikely event that the trainer is not able to properly value the horse, then an independent bloodstock agent appointed by pmracing will determine the value and the syndicate owner will receive 75% of this valuation less any administrative costs incurred by the bloodstock agent or levies identified within clause 7.
28. In the event that the horse is seriously ill, or injured and therefore unfit to race it is agreed that the valuation of the horse will automatically be zero.
29. pmracing reserve the right to sell the horse at any time if they feel it is in the best interests of the Company. Unless an acceptable private offer has been received, the horse will be entered for sale at a suitable bloodstock auction and the proceeds after costs distributed amongst the syndicate owners(see clause 7).
30. Due to the high insurance costs involved pmracing do not generally insure their horses. Should the value of the horse exceed £30,000, providing there is full support from all owners, insurance may be taken with all members contributing full costs dependent upon their share value. The costs of which are expressly excluded from the costs outlined in clause 8 &9. The syndicate owner agrees to pay his share of the insurance costs in full within one month of the costs being identified.
31. The syndicate owner nominates pmracing as his nominee for insurance registration. Insured values may be varied from time to time to reflect the valuation of the horse. In the unfortunate event of any claim, syndicate members will be reimbursed according to their share, less any attributable costs incurred. pmracing will not be liable for any errors, omissions, or amounts recovered, however incurred, in the event of a claim with regard to insurance.
32. Should any syndicate owner default on payment terms, the syndicate owner will forfeit any prize winning during the period. If the syndicate owner defaults payment for 2 consecutive months pmracing will be entitled to give written 14 days notice to repossess the syndicate owner's share of the horse in full.
33. A fee will be chargeable on all overdue payments at 1% per day. Interest will be payable at a rate 3% per month on any accounts.
34. The monthly fee payable may, at the discretion of pmracing, increase annually on the first of January each year. pmracing guarantees that fees will not increase by more than 10% in any year, and would be as a net result of general RPI and additional charges passed on by the trainer, veterinary surgeon, the Jockey Club, and other bodies which are outside the control of pmracing. The amount payable in clause to incorporate VAT as per HM Customs & Excise rules at that time.

35. pmracing shall retain the right to terminate the ownership of any syndicate owner, whose behaviour in the opinion of pmracing becomes unacceptable or unreasonable to the interests of the syndicate as a whole. In such circumstances one written warning will be issued prior to any action being taken. Should such action be necessary then the owners' rights will cease at the date of termination and he will be entitled to the same share of the valuation at that date as in multiple less any outstanding monies incurred as per multiple clauses above.
36. There will be no rebates, repayments or amounts returned other than those guaranteed by pmracing below during the period of the contract other than at the absolute discretion of pmracing. Any such reduction for whatever reason or period to be notified to the syndicate member in writing.

Guarantees

- A) Any owner who buys a share in our In Training Horses (3yo +) will be given a guarantee that if the horse has not entered the winner's enclosure (placed first, second, third or fourth) within the first 12 calendar months, we will refund you 20% of the cost of your owners share of the horse, or alternatively, offer a 20% discount on the second year annual training fees detailed within clause 8 of the terms and conditions. The reduction being invoked in the second year only, notwithstanding any increases detailed within clause 34. The exception to this guarantee is if a horse is sold, injured or unfit to race for a continuous three calendar month period or longer (other than normal rest periods for the horse determined by the trainer). In this instance the guarantee will roll over to take into account the period it was incapacitated.
- B) The treatment of horses are absolutely paramount. Unfortunately it is a fact of life that some horses are not able to run competitively. Therefore to minimise your financial risk and by means of compensating you for your loss of the enjoyment of seeing your horse run, any owner who buys a share in a Yearling and the horse is deemed to be unsuitable for horse racing by way of failing to achieve a handicap mark (3 races), pmracing guarantees that we will refund you 25% of the cost of the owners share of the horse. For the avoidance of doubt this excludes training fees and horses sold or injured (Vet Certificate).
- C) Guarantees do not apply to the Directors of pmracing or to the trainer(s) acting on behalf of the Company.