

## ROA/NTF TERMS AND CONDITIONS OF TRAINING

### BETWEEN

(1) ..... of .....

..... ("the Trainer") and

(2) ..... of .....

..... ("the Owner")

The detailed terms and conditions of the Agreement between the Trainer and the Owner (by which the parties hereto hereby agree to be bound) are set out on pages 2-5 of this Agreement. However, the Trainer's charges at the date of this Agreement are as follows:

### **THE BASIC TRAINING FEE per week/calendar month per horse is: \_\_\_\_\_ (daily rate pro rata)**

In addition to the basic training fee covered by the Agreement, extra charges may be made for those items indicated below:

#### CHARGES in ADDITION to the BASIC TRAINING FEE

#### TRAVELLING EXPENSES:

##### Horse Transport

Hired Box – as per transporter's account

Trainer's Own Box \_\_\_\_\_ per mile (in proportion in both cases if shared)

##### Trainer's Expenses

Per day \_\_\_\_\_ Per night: reasonable expenses

##### Lad's Expenses

As per National Joint Council for Stable Staff Agreement

##### Foreign Travel

Reasonable expenses

##### Prize Money Percentages

Great Britain: in accordance with the Rules of Racing

Elsewhere: at the same rate as if Rule 194 of the Rules of Racing applied or in accordance with the local rules (whichever is greater)

#### GENERAL CHARGES:

##### Blacksmith

Shoeing and Plating – at cost

##### Veterinary

Routine veterinary requisites \_\_\_\_\_ per week (Delete if included in basic fee)

Specific attendance and special medication – at cost

##### Gallop Fees

Per month \_\_\_\_\_ (Delete if included in basic fee)

Per quarter \_\_\_\_\_ (Delete if included in basic fee)

Or as charged directly to your Weatherbys/BHB account

##### Schooling fees

To be at the current rate for the jockey doing the schooling

##### Retainers

Per horse \_\_\_\_\_ per season

##### Commission

On purchase \_\_\_\_\_ % On sale \_\_\_\_\_ %

##### Other Charges

(Not included above or in basic training fee) By mutual arrangement

ALL PAYMENTS WILL HAVE VAT ADDED TO THEM WHERE VAT IS PROPERLY CHARGEABLE

Dated this ..... day of .....

Signed ..... Signed .....

Trainer

.....  
Owner/authorised signatory on behalf of Owner (see notes on page 5)

The Owners' Representative is ..... of .....

.....

## TRAINING AGREEMENT

### OWNER'S PAYMENTS

1. The Owner will pay to the Trainer for each of the Owner's horses in the care of the Trainer (and pro rata for a share of a horse):
  - (a) the basic training fee as set out on page 1 or as otherwise agreed between the parties
  - (b) additional charges (if any) as set out on page 1 or as otherwise agreed between the parties and
  - (c) Value Added Tax as applicable
2. The Trainer will invoice the fees and charges monthly in arrears.
3. The basic training fee and/or the amount of any chargeable additional item may be varied by the Trainer from time to time but (in the case of an increase) on not less than one month's prior written notice. Any Owner who does not accept the charge must notify the Trainer within 21 days of receipt.
4. Unless otherwise agreed, the Owner will pay all amounts owed to the Trainer by monthly direct debit or by a monthly payment from the Owner's Weatherbys account. In any event, the Owner will pay all invoices within one month following their delivery.
5. Any payment by the Owner to the Trainer shall relate to the oldest outstanding invoice or invoices unless the Owner otherwise stipulates before or at the time of payment.
6. Invoices unpaid after the expiry of one month from delivery shall carry interest calculated from day to day from the expiry of that month at the annual rate from time to time payable under the Late Payment of Commercial Debts (Interest) Act 1998.

### TRAINER'S OBLIGATIONS

7. (a) The Trainer shall take all reasonable care of the horse and undertakes to use his best endeavours to train it to race to the best of its ability.  
(b) Nonetheless the Owner accepts the speculative nature of the ownership of racehorses and unless given in writing no words used by the Trainer as to the ability of any horse or the chance of its winning a race shall be deemed a guarantee warranty assurance or otherwise (whether express or implied).  
(c) These terms have been prepared in recognition of the considerable cost to the Trainer of professional indemnity insurance. There is no obligation upon the Trainer to maintain professional indemnity insurance.
8. No liability shall attach to the Trainer for any damage to the horse or any resulting loss to the Owner whether direct or indirect or consequential or otherwise however caused unless such loss is due to the proven negligence of the Trainer or his staff or to a breach of the terms of this Agreement.
9. (a) The Trainer must report on the general well being of the horse and progress in its training to the Owner at least once in every calendar month and promptly inform the Owner of any injury to the horse, which is likely to require a prolonged period of box rest.  
(b) Whenever so requested by the Owner the Trainer will forthwith notify the Owner of the whereabouts of the horse.  
(c) The Trainer shall permit the Owner and anyone authorised by him to visit and inspect the horse at the Trainer's licensed stables on reasonable notice and at reasonable times.
10. Upon the sale of a horse to the Owner in which the Trainer has an ownership interest, the Trainer shall make all necessary disclosures to the Owner in accordance with the HRA Code of Conduct as laid down in Appendix V of the Orders and Rules of Racing.
11. When acting as agent in the sale by or purchase of a horse by the Owner, the Trainer will disclose to the Owner if he is acting simultaneously for the purchaser or the seller as the case may be in any capacity related to such transaction.

### AUTHORITY TO ACT

12. The Owner hereby appoints the Trainer as his Authorised Agent for the purposes specified in the Rules of Racing. This appointment is subject to the following provisos:-
  - (a) The Owner and the Trainer shall sign and register the Authority to Act in accordance with the Rules of Racing;
  - (b) The Owner or the Trainer may at any time upon giving not less than 7 days notice in writing terminate this appointment;
  - (c) Under this appointment the Trainer may decide which race to enter the horse for, including selling and claiming races, and which jockey shall ride the horse subject to:
    - i) the best interests of the horse;
    - ii) obtaining the written consent of the lessor of a leased horse in accordance with Rule 99(i) prior to entering the horse in a selling or claiming race
    - iii) the Trainer providing the relevant information to the Owner not less than 2 days prior to the race (except in the case of a leased horse the subject of Rule 99(i))
    - iv) the Owner having the right to require
      - (a) another jockey of his choice to ride the horse
      - (b) the horse to be withdrawn from or not entered in a particular race; and
      - (c) the Trainer to enter the horse in a particular race

## **REMOVAL OF THE HORSE**

13. Subject always to the provision contained in Clauses 14 to 22 hereof either the Trainer or the Owner may give to the other not less than 48 hours notice that the horse is to be removed from the Trainer's care and on the expiry of such notice and the payment of all outstanding invoiced fees due to the Trainer (or the ROA and NTF under Clause 21 (b) hereof) the Owner (or his authorised agent) shall at his own expense remove the horse from the Trainer's yard.

## **DISPUTES AS TO THE CONDITION OF THE HORSE**

14. The Trainer reserves the right at his own expense to have the horse examined by a veterinary surgeon before the expiry of a notice given by either party requiring removal of the horse and the Trainer shall immediately inform the Owner if he has exercised this right.
15. If following removal of the horse the Owner shall consider the condition of the horse to be unsatisfactory and if the Trainer has given to the Owner notice that he has had the horse examined then the Owner may bring into effect the provisions of the next following clause.
16. If this Clause shall come into effect:-
- (a) The Owner shall have the horse examined by a veterinary surgeon within 72 hours of its leaving the Trainer's yard.
  - (b) Immediately following receipt the Owner shall send a complete copy of the report of his veterinary examination to the Trainer and in return the Trainer will immediately send a copy of the report of his veterinary examination to the Owner.
  - (c) On the written application of either the Owner or the Trainer accompanied by copies of both veterinary reports the Secretaries shall jointly appoint (as agents for the parties) a veterinary surgeon independent of either party or of their veterinary surgeons but the Secretaries shall not be obliged to make this appointment until their requirements under sub-clause 16 (d) have been complied with
  - (d) The Owner and the Trainer shall give to the ROA and the NTF such payments or security or undertakings as the Secretaries shall require in respect of the fees and expenses of the independent veterinary surgeon and the proper expenses of the ROA and the NTF.
  - (e) The independent veterinary surgeon shall examine the horse and report in writing to the Secretaries and to the parties and in doing so he shall give due consideration to the reports of the veterinary surgeons appointed by each of the parties.
  - (f) The report of the independent veterinary surgeon shall be final and binding on the Owner and the Trainer on all questions of fact relating to the condition of the horse but not further or otherwise.
  - (g) The fees and expenses of the independent veterinary surgeon shall be paid as to one half each by the Owner and the trainer (unless the independent veterinary surgeon shall state otherwise in writing).

## **TRAINER'S LIEN**

17. Any horse shall be held by the Trainer subject to a general lien in addition to any common law lien for any money due to him and invoice for the cost of keeping feeding caring for training and racing that horse.
18. In any case where any invoice of the Trainer remains unpaid (wholly or in part) for longer than two months from delivery of the invoice the Trainer may give notice to the Owner in writing by first class post to the Owner's last known address of the Trainer's intention to enforce his power of sale in respect of that horse.
19. (i) To be effective such notice must be accompanied by a full statement of the Trainer's account relating to that horse.  
(ii) A reasonable keep fee will be charged to the Owner for any period during which the Trainer detains the horse under the lien.
20. If that invoice has not been fully paid (with interest where due) within twenty eight days following delivery of that notice and statement of account the Trainer may sell the horse as agent for the Owner provided that he complies with the following terms but otherwise at a time and place chosen by the Trainer:-
- (a) the sale must be by public auction conducted by either Tattersalls Limited or Goffs Bloodstock Sales Limited or Doncaster Bloodstock Sales Limited or Messrs Brightwells or any other sale which may from time to time be nominated for this purpose by the ROA and the NTF jointly.
  - (b) The Owner must be given not less than fourteen days prior written notice of the date and place of the sale such notice to be sent by first class post to the Owner's last known address.
  - (c) At the sale both the Owner and the Trainer shall have the right to bid.
  - (d) The proceeds of sale shall be applied by the Trainer towards satisfaction of his lien and all proper charges and expenses in relation thereto up to and including the day of the sale including the costs of sale and including for the avoidance of doubt the keep fee and any expenses incurred in respect of the horse during the period of retention under the lien, the Trainer accounting to the Owner or his duly authorised agent for any surplus
  - (e) A sale under this Clause shall not entitle the Trainer to commission on the sale proceeds.
  - (f) The Owner irrevocably appoints the Trainer as his attorney for the purpose of the exercise of the power of sale under this clause and agrees to do all such acts as may be required by the Trainer and to sign all documents necessary to ensure that the Trainer may exercise the power of sale under this clause.
21. (a) If (whether before or after delivery of a Notice under Clause 18) the Owner disputes the amount claimed by the Trainer or has an alleged claim against the Trainer in connection with any horse or any other matter relating to the Trainer's business as a racehorse Trainer and
- (b) if the Owner pays the amount claimed by the Trainer (including any outstanding reasonable keep fee) to the Joint Account of the ROA and the NTF and
  - (c) if the Owner gives notice of that payment to the Trainer then
    - i) the Trainer shall not be entitled to sell the horse and

- ii) the Trainer's lien on the horse shall be at an end and
- iii) the Owner may exercise his rights under Clause 13

22. It is intended that any money paid in accordance with Clause 21 (b) shall be held by the ROA and the NTF as stakeholder until resolution of the dispute between the Trainer and Owner. Any interest shall be credited to the capital but the ROA or the NTF shall be entitled to deduct a reasonable administrative charge from any such interest.

**RESOLUTION OF DISPUTES**

23. The NTF and the ROA endorse and recommend a voluntary Dispute Resolution Scheme established for the purpose of assisting Trainers and Owners to resolve any disputes (whether in relation to the subject matter of this agreement or otherwise) arising between them. Owners and trainers are encouraged by both the ROA and the NTF to make use of that scheme to resolve any such dispute.

Accordingly if either the Owner or the Trainer (or both) wishes to use the Dispute Resolution Scheme to assist in the resolution of an unresolved dispute, the Owner shall notify the ROA and/or the Trainer shall notify the NTF.

**INSURANCE OF THE HORSE**

24. It is the responsibility of the owner to arrange insurance cover on his/her horse direct with an insurance intermediary authorised by the Financial Services Authority. The trainer does not accept any responsibility for effecting this on behalf of the owner.

**OWNERSHIP BY COMPANIES, STUDS, CLUBS, PARTNERSHIPS AND JOINT OWNERSHIP**

- 25.
- (a) This clause 25 does not apply where a horse is owned by a single individual as the Owner
  - (b) The "Owners' Representative" is hereby appointed and authorised to act on behalf of and to bind the Owner and for the purposes of clauses 10 11 12 13 14 15 16 and 18 the Owner shall be interpreted and operate as the Owners' Representative and service upon the Owners' Representative shall be service upon the Owner. The Owner's Representative shall be as follows:

Ownership Entity	Owners' Representative
Recognised Stud Company	A Registered Nominee in accordance with Rule 43
Recognised Company	A Registered Agent in accordance with Rule 45
Recognised Club	A Registered Trustee in accordance with Rule 41
Recognised Business Partnership	A Business Partner in accordance with Rule 47A
Racing Partnership	A Nominated Partner in accordance with Rule 47C
Joint Ownership	A nominated joint owner or joint owners (not to exceed two in total)

- (c) The Owners' Representative may be changed (but only in accordance with 27(a)) by written notice from the current Owners' Representative, or as otherwise authorised, to the Trainer

**NOTICES**

26. The Owner shall give to the Trainer written notice of any change of the Owner's address.
27. Any notice provided for in this Agreement shall be properly served and any invoice will be properly delivered if sent in writing:-
- (a) in the case of the Trainer to his current licensed place of business and
  - (b) in the case of the Owner or the Owners' Representative to the last address which he has in writing notified to the Trainer or the last known permanent address which the Trainer has for him or in default of either but only in the case of an Owner not normally resident in the United Kingdom to any agent or third party whom the Trainer reasonably believes has continuing contact with the Owner.
28. Any written communication provided for in this Agreement shall be deemed properly served or delivered in the normal course of transmission unless there is evidence to the contrary if it has been:
- (a) sent by pre-paid first class letter post (by air mail in the case of a letter posted from or to an address outside the United Kingdom) or
  - (b) transmitted by facsimile machine to a number which (in the case of the Trainer) is the number of his current place of business and which (in the case of the Owner) is at the address referred to in Clause 30(b) provided (in either case) that the sender has a record of an effective transmission produced by the sending facsimile machine.

**MISCELLANEOUS**

29. Where the context of this Agreement so admits or requires any reference in these conditions to the singular shall include the plural and to the masculine shall include the feminine or the neuter and the obligations of more than one person shall be joint and several.
30. The law governing these conditions and the relationship between the Trainer and the Owner shall be the Law of England.
31. The terms of this Agreement do not place any binding legal obligations upon the ROA or the NTF.

## MEANING OF WORDS AND PHRASES

32. In these terms and conditions the following expressions shall have the following meanings:-

“Authority to Act” as defined in the Orders and Rules of Racing from time to time in force

“NTF” means the National Trainers’ Federation

“ROA” means the Racehorse Owners’ Association

“the horse” means any horse belonging to the Owner (in whole or in part) which has been or is to be placed into the care of the Trainer (whether a thoroughbred or not and whether a horse colt mare filly or gelding).

“invoice” means (where the context so requires) the total of that invoice and any interest accrued.

“keep fee” means the cost of the keep of the horse during the retention under the lien, such cost if the horse remains in full training to be the basic training fee, plus reasonable charges in addition.

“licensed” means licensed by the HRA.

“Owner” means the person who is a party to this Agreement (except as varied by Clause 25). It may however include a lessee of a horse.

“the Rules of Racing” means the Orders and Instructions of the British Horseracing Board and the Rules of Racing and Instructions of the HRA from time to time in force and if the context of these terms shall so admit any words used herein and defined in the Rules of Racing shall bear the meanings so defined.

“the Secretaries” means the Company Secretaries or other Chief Administrators of both the ROA and NTF or their respective deputies.

### Notes as to completion of this Agreement

This Agreement is to be signed by both the Owner and the Trainer, either personally or by someone authorised in writing by the Owner (which authority must be produced to the other party on demand). In the case of a Company, the Agreement should be signed by a person duly authorised by the Company to sign Contracts. In the case of a Club, the Trustees of the Club should sign the Agreement on behalf of the Club.

This Agreement relates to every horse (or share of a horse) in the Trainer’s care belonging to the Owner. A separate Agreement for each horse is not necessary, for as long as the original Agreement remains in force.