



Edmunds Racing Club (ERC) - Terms & Conditions of Membership

These terms and conditions (“Terms”) set out the contractual basis on which the Edmunds Racing Club (“ERC”), registered at Croft Farm, Wing Road, Stewkley LU7 0JB, allows the person (“Member”) who subscribes to membership (“Membership”) of ERC to have access, for the duration of their Membership, to certain benefits associated with the ERC ownership of the horses.

These Terms are in full compliance with the British Horseracing Authority (“BHA”) Shared Ownership Regulation “Racing Club Code of Conduct” effective 1st May 2021.

http://media.britishhorseracing.com/bha/rules/Ownership/Racing_Club_Code_of_Conduct_FAQs.pdf?utm_source=Racecards+-+28+April&utm_campaign=ac03cebd4e-EMAIL_CAMPAIGN_2018_02_20_COPY_01&utm_medium=email&utm_term=0_ea47eb6d0f-ac03cebd4e-105446502

Club Managers

The Club is registered at the BHA as “Edmunds Racing Club”. The “Club Managers” are:

Mr. Kevin Orchard (Club Manager)
Mr. Stuart Edmunds (Trainer)
Mr. Michael Kehoe (Assistant Club Manager)

General

- Membership of ERC is for enjoyment, does not guarantee a financial return and Members of ERC do not hold any ownership rights in the ERC horses.
- ERC is a registered Racing Club with the British Horseracing Authority (BHA) and Weatherbys.
- The welfare of ERC horses is always of paramount importance. All final decisions surrounding the training, well-being and racing of ERC horses will be the sole responsibility of trainer Stuart Edmunds.
- Membership will run for a full 12 months from the date of first payment made by the Member.
- There is no commitment to remain a Member after the 12-month period has expired. Members will have an automatic right to continue Membership at the prevailing rates for the next 12-month period. Founder Members will continue to benefit from their discounted terms.
- Given the nature of horse racing ERC are unable to guarantee the number of races ERC horses will run in during the ownership year.
- There will be a maximum of 36 Members at any one time. ERC will always have a minimum of 3 horses.
- If any ERC horse(s) is/are injured or sold, then it is the responsibility of the Club Managers to find a replacement.



- Each share is non-refundable. The payment for a share will be considered as acceptance of the terms and conditions.
- All rights conferred to the Member by ERC are personal to the Member alone and may not under any circumstances whatsoever be gifted, bequeathed, sold, assigned, leased, form part of a loan, offered or granted as security to any third parties.
- Membership is for personal use only and cannot be utilised for any commercial purpose.
- All final decisions relating to the administration and financial affairs of the ERC will rest with the Club Managers. No Member of ERC (other than the Club Managers) should engage with the BHA, Weatherbys, racecourses or the media on ERC's behalf or on racing related matters.

Benefits

Members will be entitled to the following benefits:

- The horses that run in ERC colours will all be free leased from their registered owners. In return for the free lease the owners will receive 20% of any prize money won. The remaining 80% of the prize money will be divided into 36 shares and allocated against paid up members of the Club on the day it was won. The prize money owing to any Member will be paid on the last day of their 12-month membership period if all membership fees have been paid.
- Owner badges for race days. Balloting and a rota system will be applied for oversubscription issues. ERC will endeavour to obtain as many badges and admissions as the racecourse will allow.
- Free membership of "The Racing Manager" website and app service (www.theracingmanager.com) which will provide the primary information and communication method with Members.
- An Oakman Inns Food Discount Card.
- A welcome pack.
- Regular updates on ERC horses through pre- and post-race reports and monthly newsletters.
- Stable visits and other events throughout the year.
- Meet the trainer (or his representative) and jockey opportunities before and after the race (when possible given other race day commitments).
- ERC is a member of the Racehorse Syndicate Association (RSA). ERC members can benefit from RSA benefits as listed on their website www.racehorsesyndicates.org.

Financial

ERC Membership fees will be all inclusive and cover the following costs:

- Lease of ERC horses (usually free or a nominal sum).
- Training and keep charges.
- BHA racing costs to include registration, race entries and jockey bookings.



- Horse transportation costs.
- Stable staff and trainer expenses.
- Veterinary, farrier, physiotherapist and dentist costs.
- Professional fees.
- Insurance.
- Bank charges.
- ERC administration costs.

In all circumstances the annual Membership fee is not subject to any additional requests for payment in relation to the keeping and training of the horses, no matter what costs ERC may incur.

ERC Membership fees are payable either up front at a discounted rate, or monthly by Direct Debit. Non-payment of the fees on the monthly payment plan when they are due constitutes a material breach of the Terms. It is vital to the running of the Club that all payments due are made on time. Provisions should be made to ensure there is no instance where non-payment occurs. Members who fail to pay membership fees for two consecutive months are deemed to be in arrears and shall have their membership made void. Any monies owed to an individual shall be held by the club. Expulsion of non-paying members shall be made by the Club Managers of Edmunds Racing Club to protect the interests of other members.

Consumer legislation gives a Member the right to cancel a new contract they enter into with ERC within 14 days of the date it is agreed. A Member can cancel their new Membership by returning their membership pack within 14 days of purchase and ERC will refund their payment in full.

If, for any reason, it is decided to close ERC, Members will receive a full refund of all Membership fees paid in advance (on a pro rata basis) and their share of any prize money won in accordance with these Terms.

Leaving the Racing Club

A Member may opt to leave ERC by offering 90-day's notice to the Club Managers in writing. Any monies paid by the Member relating to the period after the notice period will be repaid to the Member. However, the resigning Member will forfeit all rights to any prize money payments that would have been due at the termination of the contract.

Legal

ERC Members will be subject to, and regulated by, certain provisions of the Rules of Racing for the duration of their Membership with explicit reference to the following chapters (which may be subject to change from time to time on notice by the BHA): (J) Integrity and (L) BHA Investigations and Disciplinary Action.



Where a Member regularly fails to abide by ERC, racecourse or BHA rules, including wearing the relevant dress code or acting in a manner which could cause embarrassment, offence or distress to another person, or a Member is warned due to the consumption of alcohol, that Member may be barred from attending any future ERC events and may not be able to renew his/her ERC Membership. The decision of the Club Managers in such circumstances shall be final and binding.

Any person who is banned from entering a racecourse and/or “warned off” by the BHA, cannot be a Member.

In the case of a disagreement with another Member, or the Club Managers, the following process will be followed:

- The Member complains formally to the Club Managers requesting a response within 21 days.
- There is then scrutiny of the complaint against contract and behaviour of the Member or Club Management, hopefully resolving the dispute.

The BHA is not able to act as a mediator in the case of a dispute between Members and Club Managers. However, if the Member believes that the Club Managers have breached the Rules of Racing (including the Racing Club Code of Conduct), this should be reported to the BHA for investigation.

Risks accepted by Members

In view of the unpredictable nature of owning and racing racehorses, except as set out expressly in this agreement, no guarantees or warranties whatsoever are made by ERC. The Member acknowledges and accepts that participation in ERC is for the purpose of sharing in the enjoyment of the horses and horse racing and not for investment purposes.

Liability

Except for any legal responsibility that ERC cannot exclude in law (such as for death or personal injury), ERC is not legally responsible for any:

- Losses that were not foreseeable to the Member and the ERC when these Terms were agreed; and that were not caused by any breach of the Terms on the part of ERC.
- Business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.
- ERC’s total liability to each Member is limited to the amount of the Member’s Membership subscriptions.

ERC reserves the right to amend these Terms at any time.

The law governing this Agreement shall be the law of England.