

MANOR HOUSE STABLES

TRAINING AGREEMENT

2024



MANOR HOUSE
S T A B L E S

Manor House Stables

+44 (0) 1948 820485

info@manorhousestables.com

www.manorhousestables.com

Terms and Conditions of Training

BETWEEN

Hugo Palmer ("the Trainer") (1)
of Manor House Stables, Shay Lane, Hampton, Malpas, SY14 8AD

AND

xxxxxxxxxxxxxxxx ("the Owner") (2)

Owner's Details (to be completed in full):

Name (personal or Company as per BHA Owner Registration):

xxxxxxxxxxxxxx

Address:

Postcode:

E-Mail:

Mobile Number:

National Insurance Number: _____

DoB: _____

UTR Number: _____

Trainer e-mail : hugo@manorhousestables.com

Trainer mobile: 07824 887 886

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STABLES

The detailed terms and conditions of the Agreement between the Trainer and the Owner (by which the parties hereto are bound) are set out in clauses 1 – 29 of this Agreement. However, the Trainer's charges at the date of this Agreement are as follows:

Training Fees:

The basic training fee per horse is:

£78.00 per day (Rates will be reviewed annually)

The following charges are in addition to the basic training fee:

Farrier shoeing and plating	£95.00 per month
Veterinary specific attendance and medication	As required
Trainer's commission	As provided for in clause 22
Clipping	As required
Dentist	As required
Physio/chiro and other therapy providers	As required
Worming	As required
Other Charges	(Not included above or in training fee) by mutual arrangement
<u>Racing and Travelling expenses</u>	
Horse transport	Hired box as per transporter's costs. Trainer's own box £1.66 per mile (less 10% discount per additional horse if shared, up to 30% for 4 or more horses)
Trainer's expenses	Reasonable expenses for foreign racing
Staff expenses	Reasonable staff expenses in relation to hours worked. Plus, daily subsistence allowance as per the 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 Clause 36 of the Stakes and Prize Money Code of the Rules of Racing is applied or in accordance with the local rules (whichever is greater)

Other Rates

Resting Rate: £58.50/day

Yearling Rate: £66.00/day, until arrival at MHS, when fee increases to £78.00/day. If horses are broken in at Manor House they will incur the Yearling Rate until they are ready to enter training.

Value Added Tax

VAT All payments will have VAT added to them where VAT is properly payable.

Signatures

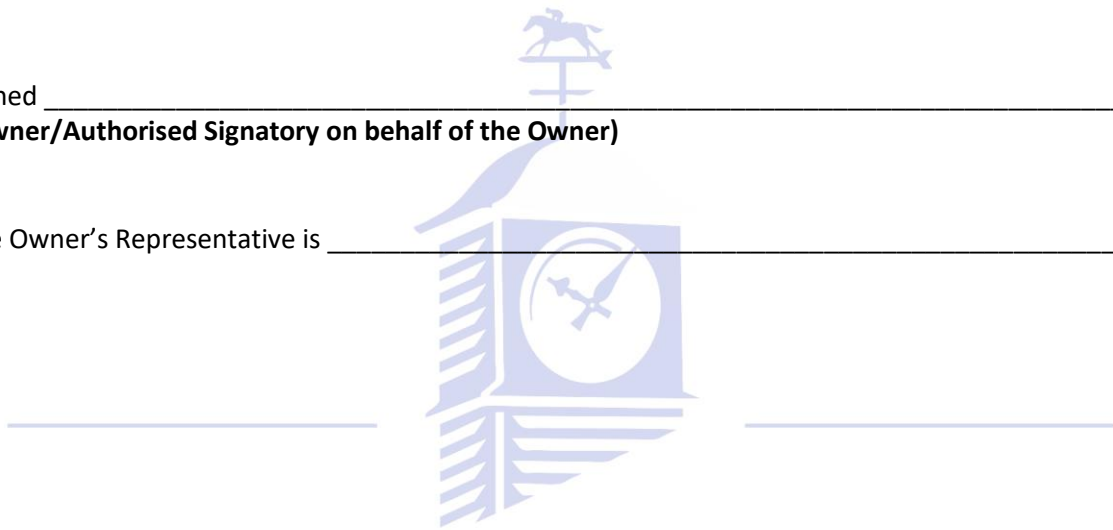
Both the Trainer and the Owner acknowledge that prior to signing this Agreement they have seen and read the "Notes as to Completion of the Agreement". The parties acknowledge the notes do not form part of the Agreement.

Signed
(Trainer)



Signed _____
(Owner/Authorised Signatory on behalf of the Owner)

The Owner's Representative is _____



MANOR HOUSE
S T A B L E S

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):
 - 1.1. The Owner will pay the Sales Company for the purchase of the horse, plus any additional sales fees incurred eg. Sales commission, sales blood tests, sales race entry fees, (pro-rata for a share of a horse).
 - 1.2. the basic training fee as set out on page 1 or as otherwise agreed between the parties (whereby an additional agreement will be set out)
 - 1.3. additional charges (if any as set out on pages 2 and 3 or as otherwise agreed between the parties, and Value Added Tax as applicable)
2. The Trainer will invoice the fees and charges monthly in arrears. Settlement of invoices are due within one month of issue.
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 the parties have adopted a different arrangement, 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 within one month following the delivery of all invoices for fees and charges due.
5. Any payment received by the Trainer from the Owner which does not clear the full indebtedness of any Owner to the Trainer at the relevant time may be applied by the Trainer, irrespective of any instruction to the contrary, in or towards payment of such outstanding invoices issued by the Trainer to the Owner as the Trainer sees fit and towards interest in priority to principal.
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. Trainer shall take all reasonable care of the horse and undertake to use all reasonable endeavours to train it to race to the best of its ability
 - 7.1. 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 or assurance or otherwise (whether express or implied)
 - 7.2. 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 howsoever 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. The Trainer must report on the well-being of the horse and progress in training to the Owner at least once in every calendar month or as otherwise agreed and must promptly inform the Owner of any injury to the horse which is likely to require a prolonged period of box rest.
 - 9.1. Save as otherwise expressly specified by the Trainer to the Owner, any horse trained by the Trainer for the Owner will at all times be kept at the Trainer's licensed premises
 - 9.2. 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 a sale to the Owner of a horse in which the Trainer has an ownership interest the Trainer shall make all necessary disclosures to the Owner in accordance with the British Horseracing Authority's Trainer Code of Conduct
11. When acting as agent in the sale by or a 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 provisions:
 - 12.1 The Owner and the Trainer shall sign and register the Authority to Act in accordance with the Rules of Racing
 - 12.2 The Owner or the Trainer may at any time upon giving not less than 7 days' notice in writing terminate this appointment
 - 12.3 Under this appointment, the Trainer may decide which races to enter the horse for, including selling and claiming races and which jockey shall ride the horse subject to:
 - 12.3.1 the best interests of the horse
 - 12.3.2 obtaining the written consent of the lessor or a leased horse in accordance with BHA Code I, Race Administration clause 20 prior to entering the horse in a selling or claiming race
 - 12.3.3 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 BHA Code I, Race Administration clause 20
 - 12.3.4 the Owner having the right to require (and the obligation to pay any related fines):
 - 12.3.4.1 another jockey of his/her choice to ride the horse
 - 12.3.4.2 the horse to be withdrawn from or not entered into a particular race and
 - 12.3.4.3 the Trainer to enter the horse in a particular race

Removal of the Horse

13. Subject always to the provisions contained in Clauses 14 – 17 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 18.2 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
16. If this clause comes into effect:
 - 16.1 The Owner shall have the horse examined by a veterinary surgeon within 72 hours of its leaving the Trainer's yard
 - 16.2 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 complete copy of the report of his veterinary surgeon to the Owner
 - 16.3 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 both parties or of their veterinary surgeons but the Secretaries shall not be obliged to make this appointment until their requirements under sub-clause 16.4 have been complied with
 - 16.4 The Owner and the Trainer shall give to the ROA and the NTF such payments or security as 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
 - 16.5 The independent veterinary surgeon shall examine the horse and report in writing to the Secretaries or 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
 - 16.6 The report of the 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
 - 16.7 The fees and expenses of the independent veterinary surgeon shall be paid as one half each by the Owner and the Trainer (unless the independent veterinary surgeon shall state otherwise in writing).
 - 16.8 For the avoidance of doubt the Secretaries can refuse any application made under this clause 16 where the Trainer is not a member of the NTF and the Owner is not a member of the ROA

Trainer's lien

17 The Trainer shall have in addition to any statutory, common law or other implied rights of lien, a general lien over the Owner's horse(s) and a right to sell Owner's Horses (and any one or more of them) for the purposes of recovering fees and charges (as referred to at Clause 1) which have not paid

17.1 Once an invoice is outstanding and unpaid for more than one month after delivery, the Trainer shall be entitled on the expiry of 21 days' notice to the Owner sent recorded delivery to the Owner's last known address to dispose of one or more of the Owner's horses and apply the proceeds towards (i) all unpaid invoices (ii) keep of Owner's horses during the period of retention under the lien and (iii) all other costs including the reasonable costs of valuations pursuant to the clause 17.3 and the costs and expenses of sale. Thereafter the Trainer shall account to the Owner for any surplus and upon so doing shall subject to clause 17.4 be discharged from all liabilities under this Agreement.

17.2 The Trainer shall use his reasonable endeavours, acting in good faith, to obtain a fair and reasonable price for any horse(s) being sold having regard to the prevailing market conditions and the circumstances of the sale. If the Trainer sells any of the Owner's horse(s) other than at public auction and the Trainer has obtained two contemporaneous Qualifying Valuations, then a sale at the higher of such Qualifying Valuations will constitute conclusive evidence that the price obtained for the horse(s) was fair and reasonable save in the case of manifest error or flagrant unreasonableness. For the purposes of this Clause, a "Qualifying Valuation" shall be a valuation carried out either by a Bloodstock Agent who is a Member of the Federation of Bloodstock Agents (GB) Limited or by any of Goffs Limited, Tattersalls Limited and Tattersalls Ireland Limited.

17.3 The Trainer hereby expressly acknowledges that the purpose of this Clause 17 is to permit a Trainer to whom an owner is indebted to apply assets belonging to that owner which are in the Trainer's possession as security for that debt and to realise that security. Accordingly the Trainer acknowledges that he will be liable to the Owner (on a full indemnity basis) if and to the extent that any exercise under this Clause 17 by the Trainer of any rights against the Owner asserted by him are wrongfully asserted or exercised.

17.4 The Owner hereby irrevocably confers upon the Trainer all necessary authority to exercise the power of sale conferred upon the Trainer by this clause 17 and to do and carry out all ancillary acts that may be necessary for the purposes of the exercise by the Trainer of such power of sale and the Owner agrees that if the Trainer is required to become the Registered Owner of the horse(s) so as to facilitate the exercise by him of the power of sale under this Clause 17 then the Owner shall sign all documents and do all necessary acts which may be necessary to ensure proper and effective exercise by the Trainer of his power of sale hereunder.

17.5 The Trainer can take a commission as provided for under clause 22 where a horse is sold pursuant to this clause 17.

Disputed Debts

18 If (whether before or after delivery of a Notice under Clause 17.2), 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

18.1 if the owner pays the amount claimed by the Trainer to the Joint Account of the ROA and the NTF and

18.1.1 if the Owner gives notice of that payment to the Trainer then

18.1.2 the Trainer shall not be entitled to sell the horse

18.1.3 the Trainer's lien on the horse shall be at an end and

18.1.4 the Owner may exercise his rights under clause 13.

19 It is intended that any money paid in accordance with clause 18.2 shall be held by the ROA and the NTF as stakeholder until resolution of the dispute between the Trainer and the 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


20 The ROA and the NTF endorse and recommend that owners and trainers try to resolve disputes through a dispute resolution process and details of mediators experienced in bloodstock matters can be obtained from the NTF and the ROA.

Insurance of the Horse

21 It is the responsibility of the Owner to arrange insurance cover on his horse or horses direct with an insurance intermediary authorised by the Financial Services Authority. The Trainer does not accept any responsibility for affecting this on behalf of the Owner. _____

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Trainer's Commission

22. Trainer's Commission		
Clause 22.	Trainer Initial	Owner Initial
If a horse trained by the Trainer is sold by the Owner (whether or not with the assistance of the Trainer) the Trainer shall be entitled to charge a commission of 5% on the sales price.		

Ownership by companies, studs, business partnerships, partnerships, syndicates and clubs

23. This clause does not operate where a horse is owned by a single individual as the Owner.

Owner's Representative

24. The Owner's 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 17.2 the Owner shall be interpreted and operate as the Owner's Representative and service upon the Owner's Representative shall be service upon the Owner.

24.1 The Owner's Representative must be in the case of a

Recognised Stud Company means a nominee as defined in BHA Rules Chapter C, Ownership and Registration, clause 7.4

Recognised Company a company manager as defined in BHA Rules Chapter C, Ownership and Registration, clause 7.1

Partnership a partner elected by the other partners and notified to the Trainer in writing, such notification to be signed by all partners

Syndicate a syndicator as defined in BHA Rules Chapter C, Ownership and Registration, clause 7.2

Racing Club a club manager as defined in BHA Rules Chapter C, Ownership and Registration, clause 7.3

The Owner's Representative may be changed (but must still meet the requirements of this clause) by written notice from the current Owner's Representative, or as otherwise authorised, to the Trainer.

Notices

25. The Owner shall give to the Trainer written notice of any changes of the Owner's address.

25.1 Any notice provided for in this Agreement shall be properly served and any invoice will be properly delivered if sent in writing to the party's address, fax number or email address as set out on the first page of this Training Agreement or to such address, email or fax as otherwise notified to the other party in writing or if delivered by hand 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.

25.2 Notices may be given and will be deemed received:

- i. By first class post: two business days after posting
- ii. By airmail: seven business days after posting
- iii. By hand: on delivery
- iv. By fax: on receipt of a successful transmission report and
- v. By email: on receipt of a delivery or read return email

24.3 This clause does not apply to notices given in legal proceedings, arbitration or other dispute resolution proceedings.

Acceptance by Performance

26. Where the Trainer or someone acting on his behalf has given or sent this Training Agreement and it is deemed received under clause 25 and the Owner has not returned an executed Training Agreement or responded to the Trainer raising any queries within 21 days of the Training Agreement being deemed received, the Training Agreement and all terms contained hereunder will be deemed to be accepted by the Owner should the Owner continue to keep a horse or horses with the Trainer and/or continue to act and correspond with the Trainer in a manner as if this Training Agreement had been duly executed.

Miscellaneous

27. 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.

Governing Law and Jurisdiction

28. This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with the laws of England and Wales.

28.1 This Agreement shall be governed by and constructed in accordance with the Laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales for all purposes arising out or in connection with this agreement, its subject matter or formation but without prejudice to the right of either party to enforce any Judgment or Order of any Court of England and Wales in any Court anywhere in the world.

28.2 For the avoidance of doubt, the terms of this Agreement do not place any binding legal obligations upon the NTF or the ROA.

Meaning of words and phrases

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

“Authority to Act”	as defined in the Rules of Racing from time to time in force
ROA	means the Racehorse Owners Association
NTF	means the National Trainers Federation
BHA	means the British Horseracing Authority
“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 and whether in training or not)
“invoice”	means (where the context so requires) the total of that invoice and any interest accrued
“licensed”	means licensed by the BHA
“owner”	means the person being a party bound by the terms of this Agreement. It may however including a lessee of a horse
“the Rules of Racing”	means the rules of the British Horseracing Authority 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 the NTF or their respective deputies.

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