

# TATTERSALLS RACEHORSE SPONSORSHIP AGREEMENT

2019

## - OWNER'S COLOURS AND ATTENDANTS CLOTHING -

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20

BETWEEN (Owner's Details)

("Owner"); and

**TATTERSALLS LIMITED of Terrace House, 125 High Street, Newmarket, Suffolk, CB8 9BT ("TATTERSALLS")**

WHEREAS:

A. TATTERSALLS carries on the business of providing bloodstock auctioneering services and intends to promote that service through this Agreement and wishes to sponsor the horse known as

**Name:** \_\_\_\_\_ **Sire:** \_\_\_\_\_ ("Racehorse")

**Dam:** \_\_\_\_\_

B. The Owner owns the Racehorse and has agreed to allow TATTERSALLS to sponsor the Racehorse on the terms and conditions set out below.

NOW IT IS AGREED as follows:-

### 1. Period: Calendar Years 2019

1.1 This Agreement shall commence on the date it is approved and registered with the British Horseracing Authority ("BHA") under the Code of Conduct for Owners Sponsorship ("the Code") as indicated by its publication in the BHA's Racing Calendar and will continue until 31st December 2019 or the date of sale of the racehorse by the Owner, if earlier. If the Agreement is rejected for registration as aforesaid it will be deemed void and of no effect.

### 2. Sponsorship

2.1 In consideration of the payment by TATTERSALLS to the Owner of the Sponsorship Fee (as defined below) the Owner hereby agrees that TATTERSALLS may sponsor the Owner's Racehorse for all appearances at race meetings conducted in accordance with the Jockey Club's Rules of Racing in Great Britain ("The Territory") during the Period and at racecourses in other countries in accordance with that country's rules.

2.2 The sponsorship hereunder shall be in accordance with any Code of Conduct for Owners Sponsorship issued by the British Horseracing Authority in force during the period of this Agreement and this Agreement shall be read in conjunction with any such Code. Terms defined in any such Code shall have the same meanings when used herein unless provided to the contrary and in the event of conflict the terms of this Agreement shall prevail. The Code entitles TATTERSALLS to have its logo attached to the Owner's Colours and Attendants Clothing in the manner more fully set out in the Code ("the Sponsorship Rights") save where a race sponsor has exclusive rights. TATTERSALLS and the Owner agree that this will not be or be considered to be a breach of this Agreement.

2.3 The Owner undertakes that it will not enter into any other Sponsorship Agreement for the Racehorse with any third party during the Period subject to 5.1 below.

### 3. Sponsor's Obligations

3.1 The Sponsorship Fees for each year (see 3.2 below) will only be payable when the Racehorse has run under the Rules of Racing in that year and a Runners Certificate in the form provided by TATTERSALLS has been completed and submitted at the end of each year by or on behalf of the Owner to TATTERSALLS as required in 3.2 below.

3.2 In consideration of the grant of the Sponsorship Rights for the Period TATTERSALLS agrees to pay to the Owner Sponsorship Fees ("Sponsorship Fees"). The Sponsorship Fees shall be:-

**£250 per annum** where the Owner undertakes to carry the TATTERSALLS logo on Owner's Colours and Attendants Clothing on every occasion that the horse runs for each of the calendar year 2019. The Sponsorship Fees shall be payable (plus VAT if applicable) in 2019, when the following three conditions are satisfied.

- (i) reference to this Agreement being registered by BHA has been published in the said Racing Calendar,
- (ii) the Owner has supplied TATTERSALLS with a valid invoice for the Sponsorship Fee (plus VAT if applicable, in which case the invoice must be a Tax Invoice), and
- (iii) the Owner has supplied TATTERSALLS with a Runners Certificate that is acceptable to TATTERSALLS (see 3.1 above).

3.3 TATTERSALLS agrees to lodge this Agreement with the BHA.

3.4 TATTERSALLS confirms that it is the sole owner of or controls all copyright and any other rights in its logo to be used in exercise of the Sponsorship Rights and that any use by the Owner or on his behalf under this Agreement of the TATTERSALLS logo will not expose it to any criminal or civil proceedings.

3.5 TATTERSALLS will provide, where applicable, the TATTERSALLS logo for the Owner's colours and for every agreement an item of Attendants Clothing bearing TATTERSALLS logo to the Owner as soon as practical after the registration of this Agreement has been published in the Racing Calendar. Attendants Clothing bearing TATTERSALLS logo shall belong to TATTERSALLS and must be returned to TATTERSALLS at any time if so requested by TATTERSALLS.

3.6 TATTERSALLS confirms that it has full title and authority to enter into this Agreement and is not bound by any previous Agreement which adversely affects this Agreement. TATTERSALLS confirms that it has the necessary power to grant the rights granted hereunder in its logo and that the use of its logo as contemplated hereunder will not be in breach of any rights of any third party.

**4. Owner's Obligations**

4.1 The Owner undertakes to ensure that TATTERSALLS logo is displayed as permitted by the Code at all appearances of the Racehorse at race meetings held in the Territory conducted in accordance with the BHA's Rules of Racing during the term of the agreement.

4.2 The Owner will use all reasonable endeavours to ensure that Colours and Attendants Clothing are kept in a presentable state for use at the said race meetings.

4.3 The Owner confirms that it has full title and authority to enter into this Agreement and is not bound by any previous agreement which adversely affects this Agreement.

**5. Termination**

5.1 Where the Owner has signed a Declaration Form D1 or D2 as part of the process of applying to become VAT registered in the UK he has declared that he intends to generate income from sponsorship, appearance money and prize money. This Agreement provides an amount of sponsorship income but is not intended to meet in full the Owners obligation to intend to generate income.

5.2 In addition to any other rights and remedies that TATTERSALLS may have this Agreement may be terminated by giving written notice to the Owner in the following circumstances.

5.2.1 where the Owner is in material breach of any of its material obligations or agreements hereunder which is not capable of remedy: or

5.2.2 where the Owner is in material breach of its material obligations or agreements hereunder which is capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring it so to do within thirty (30) days from the date of such notice, or

5.2.3 where the Owner is a Disqualified Person (as defined in the Jockey Club's Rules of Racing) or is otherwise found to be in serious breach of either the Orders and Instructions of the BHA and/or the Rules of Racing and Instructions of the Jockey Club.

**6. Indemnity**

The Owner undertakes to indemnify TATTERSALLS against all liabilities, claims, demands, actions, costs (including reasonable legal fees), damages or losses arising out of any breach by the Owner of any of the terms of this Agreement.

**7. Miscellaneous**

7.1 This Agreement is personal to the parties and shall not be assigned by either party without the prior written consent of the other.

7.2 This document constitutes the entire agreement between the parties hereto relating to the Sponsorship Rights and no statement or promise or inducement made by any party which is not contained herein shall be binding or effective and this Agreement shall not be varied or amended except by a separate written agreement between the parties hereto.

7.3 This Agreement shall be construed and enforced in accordance with the laws of England and Wales whose courts shall be the sole courts of jurisdiction.

7.4 Nothing in this Agreement is intended to nor shall create any partnership between the parties hereto.

7.5 All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile transmission to a current facsimile number of the respective party or by first class registered post to the parties at their respective addresses set out in this Agreement or such other addresses as may be notified to the other parties for such purpose and shall if sent by facsimile transmission be deemed to have been served at the time of dispatch or if sent by first class registered post be deemed to have been received on the third day after posting.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

SIGNED as an Agreement for and on behalf of the Owner:

Signature: \_\_\_\_\_

Name in full: \_\_\_\_\_

(PLEASE PRINT)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the presence of the Witness:

Signature: \_\_\_\_\_

Name in full: \_\_\_\_\_

(PLEASE PRINT)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Capacity: \_\_\_\_\_

Occupation \_\_\_\_\_

FOR OFFICE USE ONLY

SIGNED: \_\_\_\_\_ (for and on behalf of Tattersalls)