

NRA1 – Registration of a Non-Racing Agreement

In accordance with Rule (E)26 of the Rules of Racing



The purpose of a Non-Racing Agreement is to place a restriction on a horse from being entered or run in any race under the Rules of Racing and/or Point-to-Point Regulations (as indicated) after it has been retired from racing. Any horse which is the subject of a Non-Racing Agreement will automatically be prevented from being entered to run in a race under the Rules of Racing and prevented from having a Hunters' Certificate registered under the Point-to-Point Regulations. It should be noted that the British Horseracing Authority (BHA) is unable to prevent horses from running who already have outstanding entries at Point-to-Points or for horses being entered or running in Members' Races at Point-to-Points.

Reciprocation of the Agreement and the restrictions within will also be sought from other Recognised Racing Authorities.

This registration form is to be signed by the Seller and the Buyer (for the purposes of registering a Non-Racing Agreement the Seller is the owner who currently owns the horse and the Buyer is the party who wishes to acquire the horse). The accompanying standard form agreement, or such other form of agreement as the parties may adopt, may be used by the Seller and Buyer in order to document their agreement, but they need not provide a copy of that agreement to the BHA. Neither the BHA nor its employees, servants, agents or contractors shall be liable for any loss or damage incurred by reason of any failure, by any Buyer or Seller or their successors, to abide by the terms and conditions of this form.

The Passport should accompany this form and will be returned to the Buyer following formal endorsement of this registration. Upon registration the horse will also, in accordance with Rule (E)26B, be recorded as 'Permanently Retired'.

PLEASE NOTE that there is a legal requirement that new ownership details are recorded with the relevant Passport Issuing Organisation (PIO) within 30 days of acquisition of a horse. A copy of the relevant DEFRA Change of Ownership form can be found at : <https://www.weatherbys.co.uk/horses-racing/horse-passports/passports-gb>

DECLARATION - TO BE COMPLETED BY THE SELLER(S) AND BUYER(S)

We hereby declare that as from[insert date of agreement] we have entered into a Non-Racing Agreement in respect of the following horse, and request that this Non-Racing Agreement be registered in accordance with the Rules of Racing.

Name of horse (if name already registered).....Year of foaling

SireDam.....

The Agreement is registered on the following terms (**please delete as appropriate**):

1. The horse shall not be entered for or participate in any race.
2. The horse can enter and participate in Point-to-Point races only.

NAME AND SIGNATURE OF SELLER(S):

(The seller must be the Owner(s) or the trainer (or trainer's secretary) with an authority to act).

1. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

2. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

3. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

4. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

5. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

6. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

NAME AND SIGNATURE OF BUYER(S):

(The buyer is the person(s) to whom the horse has been sold or gifted)

1. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

2. Name:..... Signature:.....

Address:.....Post Code:.....

Email: Telephone:.....

DATA PROTECTION – By completing this form you agree that any information you provide may be held by the British Horseracing Authority Limited, or Weatherbys Limited, including in their computer records and, where applicable, also by Weatherbys Bank Limited for the purpose of client identity verification. You also agree that it may be properly disclosed to other agencies registered to receive such information in connection with the management, regulation and integrity of horseracing. In addition, you agree that details of horse ownerships may be released to third parties if such details are already in the public domain (e.g., published in a list of entries, race results or on the British Horseracing Authority's Racing Administration website). For further information, please contact Weatherbys' Data Protection Officer/Company Secretary on 01933 440077.

NRA - Non-Racing Agreement
TO BE RETAINED BY THE SELLER AND BUYER

THIS AGREEMENT is made the.....day of.....year.....

BETWEEN:

A. Name & Title (Mr, Mrs etc) of 'Seller' Date of Birth
Address Post Code
Telephone Number (in the event of query)

B. Name & Title (Mr, Mrs etc) of 'Buyer' Date of Birth
Address Post Code
Telephone Number (in the event of query)

RECITALS

- A. The Seller owns the Horse and the Buyer wishes to acquire the same
- B. The Seller wishes to ensure that the Horse does not run again in any horserace, either in Great Britain or overseas, and the Buyer agrees to such terms.

OPERATIVE PROVISIONS

1. INTERPRETATION

The following expressions shall have the following meanings unless inconsistent with the context

- 1.1 'Horse' means the Horse named [] year of foaling []
Sire [] Dam []

- 1.2 'Price' means the sum of [] if applicable.

We would ask you to note that where a racehorse has been treated as a VATable asset and VAT relief has been given in relation to either the purchase cost and/or the training and keep costs during its racing career, H M Revenue & Customs deem the sale or valuation at the point of its disposal (including a Non-Racing Agreement) to be a VATable supply. If the horse has been 'given away' then Customs rule that a minimum value of £500 (inc. VAT) should be stated, the VAT element of which £83.33 should be declared to Customs accordingly. Further advice on this matter can be obtained from Weatherbys VAT Services.

- 1.3 'Conditions' means the terms and conditions of sale set out in clause 3 of this agreement.
- 1.4 'Rules of Racing' means the Rules of Racing of the British Horseracing Authority from time to time in force.
- 1.5 'Race' means any race (but excluding any Point to Point) in which a horse participates including but not limited to
- 1.5.1 any horserace or race as defined in the Rules of Racing or
- 1.5.2 any other horserace or race run under the Rules of Racing or any horserace or race run at a racecourse for which the Managing Executive have been granted a racecourse licence by the British Horseracing Authority pursuant to the Rules of Racing or run at any racecourse in any Recognised Turf Authority as defined in the Rules of Racing or
- 1.5.3 any other race in which a horse runs with any other horse in competition for any prize of any kind or nature whatsoever or for the purposes of deciding the result of any bet or wager including for the avoidance of doubt any race at a meeting that is not recognised under the Rules of Racing

- 1.6 'Point to Point' means any race governed by the British Horseracing Authority Regulations for Point to Point Steeple Chases run in Great Britain or any similar race run in any Recognised Turf Authority as defined in the Rules of Racing
- 1.7 'Passport' means a Passport as defined in the Rules of Racing
- 1.8 'Weatherbys' means Weatherbys Ltd of Sanders Road, Wellingborough, Northamptonshire NN8 4BX

2. AGREEMENT

- 2.1 The Seller sells and the Buyer buys the Horse subject to the Conditions for the Price on the date of this agreement
- 2.2 The Buyer agrees to be bound by the Rules of Racing from time to time in force

3. CONDITIONS APPLICABLE

- 3.1 The Buyer agrees that from the date of this agreement the Horse shall not (*delete as appropriate):
- 3.1.1 be entered to race in any race and shall not participate in any race*
- 3.1.2 be entered to run in any race and shall not participate in any race with the exception of a Point-to-Point*
- 3.2 The Buyer shall not sell, lease, hold on trust for another or otherwise dispose of the whole or of any part of the Horse without the prior written consent of the seller
- 3.3 The Buyer agrees that on any sale, lease, trust creation or any other disposition of the Horse he shall procure that the buyer, lessee, beneficiary or other person to be legally or beneficially entitled to an interest in the Horse shall enter into a direct agreement with the Seller agreeing to be bound by the Rules of Racing from time to time in force and to observe and perform clauses 3.1 to 3.6 inclusive of the Conditions so that both the Buyer and all subsequent owners of the Horse shall be bound by the said Conditions.

NOTE: Clauses 3.2 and 3.3 constitute private contractual obligations between the Buyer and the Seller and neither the BHA nor Retraining of Racehorses (RoR) will intervene in the event of any breach.

- 3.4 The Seller and the Buyer hereby jointly and irrevocably apply to the British Horseracing Authority care of Weatherbys, for notice of the restrictions contained within this agreement to be registered against the Horse on their records and on the Horse's Passport, and the Passport for the Horse shall be so endorsed prior to the Buyer receiving the passport.
- 3.5 Any variation to these Conditions shall be ineffective unless agreed in writing by the Seller
- 3.6 [include any particular provisions required by the parties concerning warranties, delivery, title, risk, acceptance, remedies, etc]

4. PROVISIONS RELATING TO THIS AGREEMENT

- 4.1 These Conditions shall be governed by the laws of England and the Buyer and Seller agree to submit to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof this Agreement has been executed by the parties as a deed on the day and year written above

SIGNED as a deed)

By the Seller in)

The presence of)

SIGNED as a deed)

By the Buyer in)

The presence of)