

## CHANGE OF MEMBER TO CURRENT SYNDICATE

<b>Syndicate Name:</b>	
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If an *outgoing* members' share percentage within this Syndicate is being divided by the current members of the Syndicate (therefore there is no *new* member to this Syndicate), simply ensure the departing member completes the "outgoing member" section below and disregard the "incoming member" section.

Alternatively, if there is only an *incoming* member (and therefore no *departing* member), simply ensure the incoming member completes the "incoming member" section below and disregard the "outgoing member" section.

**Note: In any instance, the Manager of this Syndicate must confirm any change to this Syndicate by signing below.**

<b><u>OUTGOING</u> Member:</b>			
Title:	First Name:	Surname:	Date of Birth:
Address:		State:	Post Code:
Individual Share Percentage (%) previously held by you <i>within</i> this Syndicate (For example, you previously held a 10% share within this Syndicate):		%	Date exiting:
Signature:			
➤ <i>By signing, you are withdrawing your interest in the above registered Syndicate.</i>			

<b><u>INCOMING</u> Member:</b>			
Title:	First Name:	Surname:	Date of Birth:
Address:		State:	Post Code:
Phone No (Business Hours):		Email Address:	PML:
Individual Share Percentage (%) held by you <i>within</i> this Syndicate (For example, you individually hold a 10% share within this Syndicate):		%	Date entering:
Signature:			
➤ <i>By signing, you are acknowledging that you have read and understood the Rules of Racing and the following information displayed on page 2 of this application form: (i) the Standard Syndicate Agreement (ii) the Personal Information statement and (iii) the Privacy Statement.</i>			

<b><u>MANAGER</u> of Syndicate:</b>			
Title:	First Name:	Surname:	Date of Birth:
Signature:			
➤ <i>By signing, you are acknowledging that you have approved the above change to this registered Syndicate.</i>			

### **SYNDICATE AGREEMENT:**

The Horse Racing Division accepts no responsibility for any problems that may arise out of the way Syndicates are managed or operated. Accordingly, if any Syndicate Member feels aggrieved by the management or conduct of a particular Syndicate he or she must be prepared to resolve the matter privately or take such legal steps as his or her private legal advisors may advise. The Horse Racing Division shall not have any responsibility for the due observance by the persons concerned of any Syndicate agreement or any other instrument relating to a Syndicate or for the performance of any legal or equitable obligations of any members of a Syndicate.

#### **Definitions:**

**"Syndicate"** means: -

- (a) a group of not less than ten and not more than fifty natural and /or legal persons registered in accordance with rule 59 of the Rules; and
- (b) a Company;
- (c) an unincorporated organisation; or
- (d) a stud;

**"Horse Racing Division"** is the body formed as described in the Finance (Miscellaneous Provisions) Act 2021;

**"Interest"** in respect of a horse includes;

- (a) the ownership or leasing of a natural person in relation to a horse;
- (b) membership of a syndicate which owns or leases a horse;

where relevant, membership of a company, unincorporated organization or syndicate which owns or leases a horse, or has any direct or indirect interest in a company, unincorporated organization or syndicate which owns or leases a horse;

**"Natural person"** refers to an individual;

**"Nominator"** means a person authorised to nominate a horse for a race. It includes

- (a) any owner;
- (b) if a horse is leased, any lessee by or on who behalf the horse is entered,
- (c) any registered manager for a company,
- (d) any syndicate manager for a syndicate; and
- (e) person exercising the rights of a nominator under the Rules;

**"Nominee"** means a person registered with the HRD as the nominee of a horse owned or leased by a natural person, a group of natural persons, or a syndicate. The first named person appearing on the Certificate for Registration, or any other official ownership or leasing record held by HRD will be deemed to be the nominee;

**"Owner"** means a person registered as such and under whose name a horse may be entered in a race and shall include a partnership or a duly registered Syndicate. Owner shall include the Lessee, and has an actual interest, beneficial interest or share in a horse. An owner is to hold a Personal Management Licence;

**"Participant in Racing"** includes;

- (a) a trainer;
- (b) a person employed or contracted by a trainer in connection with the training or care of a horse;
- (c) an owner;
- (d) a nominator;
- (e) a rider;
- (f) any person who provides a service/s connected with the keeping, training, or racing of a horse;

### **59. SYNDICATES**

(a) Where a horse is owned by more than one natural person jointly either in partnership or otherwise, the horse may be entered and shall run under the name of an appointed nominee of the Syndicate or registered Syndicate colours.

(b) The owner of a horse may also be a Syndicate as defined in the interpretations of the rules.

(c) No Syndicate shall be a member of another Syndicate.

(d) No Syndicate shall race a horse in partnership with another Syndicate or other

Syndicates.

(e) Every application for registration of a Syndicate shall be made on a form obtainable from the HRD and set out the name, date of birth, occupation, address of each member thereof, and there shall be annexed thereto a passport-size photograph of each member. Such application must be made by and in the name of a trainer who shall certify the good character of each member.

(f) A Syndicate shall be registered only if it has been approved by the HRD.

(g) Each Syndicate shall appoint a nominee who shall be a member of such Syndicate and shall be the holder of unrestricted colours in its individual capacity. The name of the Nominee shall be set out on the application form lodged by the trainer.

(h) The Nominee of a Syndicate shall be liable for the actions of every member of the Syndicate or for any offence by any member thereof in relation to any horse owned by the Syndicate and shall be deemed to have assumed the responsibilities of an owner. The members of a Syndicate shall however be jointly, and in solido, responsible for any debts incurred by such Syndicate.

(i) Only the Nominee of a Syndicate shall have access to those areas on a racecourse to which owners are admitted.

(j) A horse owned by a Syndicate shall be raced in its registered colours and in the name of the Nominee as representing this Syndicate, e.g. XYZ Syndicate - Nominee: - Mr AB.

(k) Syndicates shall further be governed by any Rules and/or directions made by the HRD every year which may, upon occasion arising, be modified, amended or added to by the HRD.

(l) Notwithstanding anything in these Rules, the HRD may at any time call upon the Nominee of a Syndicate to show cause why the registration of the Syndicate should not be cancelled or suspended.

- (m) Every member of a Syndicate shall in all respects be bound by these Rules, GRA Act and the Finance (Miscellaneous Provisions) Act 2021.
- (n) This Rule shall, subject to such modification as may be called for, apply to a Company.
- (o) With the approval of the HRD, any owner or Syndicate may, on payment of a fee fixed by the HRD, cause any racing colours, not registered in Mauritius or abroad at the time in the name of another owner or another syndicate, to be registered for exclusive use. A yearly registration fee fixed by the HRD for each racing colours to be used during a racing season shall be paid by the owner or Syndicate.
- (q) No Syndicate shall register more than one set of racing colours at any given time.
- (r) Every member of a Syndicate must obtain a personal management licence for the syndicate to be registered.

#### **59A Removal of Nominee of a horse**

- (1) Subject to these Rules a Nominee of a horse may be removed or replaced from that position by written noticed signed by the owners, lessees or Syndicate members representing more than 50% of the ownership of the horse.
- (2) A Nominee of a horse is of their own right (and without separate express authorisation by the owners, lessees or Syndicate members) entitled to:
  - (a) Enter, nominate, accept or scratch a horse from any race;
  - (b) Engage a jockey to ride a horse in any race;
  - (c) Receive any prize or trophy won by a horse;
  - (d) Act for and represent the owners, lessees or Syndicate members in relation to the horse for the purpose of these Rules,Except, that where a provision specifies process, requirement, or course of action, that provision or term binds the Nominee in the event of any conflict or inconsistency with this sub-rule.
- (3) The entry or nomination of a horse for any race must state the name of the Nominee.
- (4) The trainer of a horse who enters, nominates, accepts, declares or scratches a horse is, absent proof of an agreement between the trainer and owners to the contrary, deemed to have done so with the authority of the Nominee and all other nominators.

Any person who contravenes any of the rules set out above shall be liable to any of the penalties provided for under Rule 11(d).