



AA1 - Registration of Authority to Act - Licensed Trainer/Permit Holder

Under the Rules of Racing

N.B. For Registration of Company Agent please complete form AA2 instead

OWNER
APPOINTING
TRAINER

TO BE COMPLETED AND SIGNED BY THE REGISTERED OWNER

1. APPOINTMENT OF AUTHORISED AGENT (LICENSED TRAINER/PERMIT HOLDER)

1.1 I

agree to be bound by the Rules of Racing in force from time to time.

1.2 I hereby appoint

ofPost Code:

to act as my Authorised Agent until further notice under the definition in the Rules of Racing with authority to appoint sub-agents in writing via form AA5.

1.3 I understand that such an Appointment will entitle the Authorised Agent or his sub agent to:

- Sign ownership registration forms concerning Joint Ownership & Owners' Registered Colours on my behalf;
- Terminate in writing Registration of Lease, Joint Ownerships & Racing Partnerships;
- Make entries, declarations to run, jockey bookings, declarations of forfeit and confirmations of entry;
- Submit and sign Transfer of Engagements on my behalf.
- Submit and sign Non-Racing Agreements on my behalf.

Please note that in the event of a Temporary Trainer's Licence being granted by the British Horseracing Authority following the death, or injury to, the Authorised Agent named above, this Authorisation will automatically apply to the Temporary Licence holder.

2. 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.

*SIGNATURE

*This is to be signed by the person making the appointment of the Authorised Agent. A stamped or typewritten name or the signature of an agent is not sufficient and will not be accepted.

DATEADDRESS (in full)

.....

Post Code.....Tel No.....Daytime Tel No.....

BHA/WEATHERBYS ACCOUNT NO. TO BE CHARGED

FEE

In order for this registration to be valid, a registration fee of £62.20 (incl. VAT) (£49.76 for ROA members) is due to British Horseracing Authority Limited when it is lodged and annually thereafter. Fees are subject to change from time to time. THIS REGISTRATION SHOULD BE CANCELLED BY THE OWNER OR AUTHORISED AGENT WHEN NO LONGER VALID. ¹

YOUR ATTENTION IS DRAWN TO THE FACT THAT ENTRIES FROM OWNERS WITH HORSES IN TRAINING IN GREAT BRITAIN CAN ONLY BE ACCEPTED IF THE OWNERS ARE REGISTERED UNDER RULE (E)29. YOUR ATTENTION IS ALSO DRAWN TO THE FACT THAT UNDER RULE (E)88 OWNERS AND TRAINERS ARE REQUIRED TO ENSURE THAT THERE IS A TRAINING AGREEMENT, SIGNED BY BOTH PARTIES, FOR A HORSE BEFORE THAT HORSE RUNS IN A RACE. HOWEVER, IT IS NOT NECESSARY FOR TRAINING AGREEMENTS TO BE REGISTERED UNDER THE RULES. A COPY OF RULE (E)88 AND SCHEDULE (E)4 IS SET OUT OVERLEAF.

**PLEASE RETURN THIS FORM TO: RACING SERVICES DEPARTMENT, WEATHERBYS,
SANDERS ROAD, WELLINGBOROUGH, NORTHANTS NN8 4BX.
CHEQUES SHOULD BE MADE PAYABLE TO: BRITISH HORSERACING AUTHORITY LIMITED.**

¹ Under Rule (E)90 Registration shall remain in force until either cancelled by the Owner or Authorised Agent or the payment of the annual fee is in arrear for more than 14 days.

Rule (E)88 - Dealings with licensed trainers

- 88.1 Schedule 4 requires Owners whose horses are trained by a Licensed Trainer to enter into an agreement with the trainer and makes provision as to the terms of such agreements and their enforcement.
- 88.2 Licensed Trainer means a Person who holds a trainer's licence granted by the Authority.

Schedule (E)4 - Trainer-owner agreements

Requirement for agreement

1. This Schedule applies to the owner of any horse which is trained by the Licensed Trainer.
- 2.1 Where a Licensed Trainer is to train a horse owned by any Person, he and the owner must enter into a training agreement in respect of the horse before it runs in any race run under these Rules.
- 2.2 The Authority may determine not to take Disciplinary Action against any owner who fails to comply with Paragraph 2.1 if he can satisfy the Authority that there was an acceptable reason for the failure.

Form of agreement

- 3 A training agreement must be signed and must set out the terms agreed between the parties in respect of at least the following
 - 3.1 the basic training fee (expressed as an amount payable by week or by calendar month);
 - 3.2 all other regular expenses (such as gallop fees, shoeing costs and the like);
 - 3.3 the extent of the Licensed Trainer's authority to incur any additional charges or expenses for the account of the owner (such as veterinary fees);
 - 3.4 provision for variation to be made as to any of the matters specified in Paragraphs 3.1 to 3.3 and for proper notification of variation;
 - 3.5 the time and method of payment by the owner;
 - 3.6 any provision for a Trainer's lien;
 - 3.7 any matter as to training agreements which is required by a code of conduct issued under Rule 87; and
 - 3.8 such other matters as the Authority may from time to time direct.

Duration of agreement

- 4 A training agreement shall lapse if
 - 4.1 the owner does not have a horse in training with the Licensed Trainer for a continuous period of 24 months,
 - 4.2 the Trainer has ceased to hold a licence granted by the Authority, or
 - 4.3 either party to the agreement gives the other written notice of termination.

Report by licensed trainer of non-payment of fees etc

- 5.1 Payment period, in relation to any account due, means the period of 3 months beginning with the date on which the account was sent.
- 5.2 Where, before the end of the payment period, a Licensed Trainer does not receive from the owner full settlement of any account due under a training agreement entered into in accordance with this Schedule, the Licensed Trainer may report the matter to the Authority in accordance with Paragraph 5 of Schedule (C)4.

Consequences of non-payment

- 6.1 Where the Authority sends a notice to the owner that a report of non-payment has been made by the trainer, the owner must
 - 6.1.1 make the payment due, or
 - 6.1.2 provide to the Authority a written explanation for non-payment that is acceptable to the Authority, before the end of the period of 8 days starting on the date the notice was received.
- 6.2 If the owner fails to comply with Paragraph 6.1
 - 6.2.1 the total amount due (and any VAT payable) shall be taken to be arrears due under these Rules, and
 - 6.2.2 the name of the owner will be added to the Forfeit List.
- 6.3 Paragraph 6.2 of this Schedule takes effect from the end of the period of 30 days starting with the date of the Authority's notice under Paragraph 6.1.