



## BENNETT RACING TERMS & CONDITIONS

Dear Owners,

By purchasing a share in a racehorse from Bennett Racing, you agree to these terms and conditions. These terms and conditions may change from time to time and are available on our website.

If you require a copy of your signed Bennett Racing Product Disclosure Statement (PDS) or syndicate deed or agreement, please contact us.

If our agreement is not under the terms and conditions of a Bennett Racing PDS, then by default the terms and conditions of our agreement are under Racing Australia's Co-ownership Agreement (available at [racingaustralia.horse](http://racingaustralia.horse), as amended from time to time). Racing Australia's Co-ownership Agreement details how the managing owner can sell the ownership interest of any defaulting owner.

### **PAYMENT OF YOUR INVOICES**

Please ensure your account is paid in full within 14 days from the date you receive your invoice. Account amounts that are overdue by 30 days are charged interest on the outstanding amount of 10% plus the current RBA cash rate.

Our suppliers have payment terms and impose overdue charges if our accounts are not promptly paid. We cannot promptly pay the invoices that we receive each month from our suppliers without the prompt payment of our owners' monthly invoices.

### **DEFAULT ACTION**

Where an account becomes overdue by 60 days we will provide a 7 day default notice.

The default notice gives 7 further days to pay the account in full, else default procedures will commence, and we may refer your debt to a debt collection agency (costs of which a defaulting shareholder must pay for).

Defaulted shareholders will be charged all sales and administration expenses that are incurred in the process of selling the defaulted share (see SALES section below), and in addition will be charged a \$1,000.00 default accounting and administration fee in all cases by Bennett Racing.

### **OWNERS' MANAGEMENT FEES & EXPENSES**

Owners shall pay monthly to the syndicate manager:

- an owners management fee, as set out below; and
- a monthly accounts fee of \$15.00 per statement (in addition to the management fee).

Bennett Racing does not offer a pro rata charge of monthly management fees or monthly account fees. These fees are charged on the monthly rate only. Whether entering or exiting the ownership in any given month, for any reason, the full monthly management fee and monthly account fee is payable. The PDS, Deeds and Agreements outlines all related expenses. Expenses and fees in future years may increase on those stated in PDS, Deeds and Agreements, as the PDS, Deeds and Agreements indicate.




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**BENNETT RACING 2024/2025 OWNERS MANAGEMENT FEE SCHEDULE**

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**INDIVIDUAL OWNER MANAGEMENT FEE**

**SHARES OF 2.5% OR GREATER**

	MONTHLY
FIRST HORSE	\$38.00
SECOND HORSE	\$33.00
THIRD HORSE	\$28.00
FOURTH HORSE	\$23.00
FIFTH HORSE & SUBSEQUENT	\$10.00

**SHARES BETWEEN 1.25% AND 2.49%**

	MONTHLY
FIRST HORSE	\$30.00
SECOND HORSE	\$25.00
THIRD HORSE	\$20.00
FOURTH HORSE	\$15.00
FIFTH HORSE & SUBSEQUENT	\$10.00

**SHARES BETWEEN .01% AND 1.24%**

	MONTHLY
FIRST HORSE	\$15.00
SECOND HORSE	\$15.00
THIRD HORSE	\$15.00
FOURTH HORSE	\$15.00
FIFTH HORSE & SUBSEQUENT	\$10.00

**SYNDICATE OWNER MANAGEMENT FEE**

*Syndicate Owner Fee Cap \$350.00 per month*

**SHARES OF 20% OR GREATER**

	MONTHLY
PER HORSE	\$175.00

**SHARES BETWEEN 15% AND 19.99%**

	MONTHLY
PER HORSE	\$140.00

**SHARES BETWEEN 10% AND 14.99%**

	MONTHLY
PER HORSE	\$100.00

**SHARES BETWEEN 7.50% AND 9.99%**

	MONTHLY
PER HORSE	\$85.00

**SHARES BETWEEN 5% AND 7.49%**

	MONTHLY
PER HORSE	\$70.00

**SHARES BETWEEN 2.5% AND 4.99%**

	MONTHLY
PER HORSE	\$50.00

**SHARES BETWEEN .01% AND 2.49%**

	MONTHLY
PER HORSE	\$35.00

**RACE BOOK**

Racing Australia allows for a maximum of 20 owners in the registration of a racehorse, which equates to one named place per 5%. The named places that an owner owns are for their exclusive use only. All owners with a 5% share or more will be named in the racebook in which the horse is competing. Owners with less than a 5% share will not be named in the racebook in which the horse is competing. Owners with less than a 5% share will be named in a Bennett Racing syndicate and are required to pay the expenses relating to creating the syndicate initially, as charged by Racing Australia, and then the expense of maintaining the registration of the syndicate annually, as charged by Racing Australia.



## **SALES**

In the event of either the sale of a racehorse or any ownership interest in a racehorse or the sale of shares by any of the owners, a commission of five percent 5.00% (incl. GST) on the sale price inclusive of GST, is to be paid to the syndicate manager.

If an owner elects to employ the services of Bennett Racing to try and sell their share/s online, Bennett Racing charges a sale administration fee of \$200 incl gst per lot for preparing the advertisement and lodging the sale with Inglis Digital. Bennett Racing charges a sales commission of 5% incl gst per lot for administering and managing the sale and handling sales enquiries by phone and email throughout the duration of the sale.

Inglis Digital also have their own fees, which the selling owner must pay for, please check for their current fees at <https://inglisdigital.com/>

Commission is not payable to Bennett Racing on lots that are not sold at the close of the sale.

Commission is payable to Bennett Racing on lots that are sold at the close of the sale, including shares that are bought back by the share owner, also known as a "buyback".

The sale administration fee of \$200 incl gst per lot is payable on lots that are not sold at the close of the sale.

Owners who sell their shares are responsible for paying all fees that are payable to all racing authorities that are required to amend the official records of the ownership group and/or registered syndicates, so that the owner who is selling may exit and so that the owner who is buying may enter.

In the event the racehorse managed by Bennett Racing, is a commercial stallion prospect the Syndicate Manager is appointed as Exclusive Agent to sell the horse on behalf of the owners. Should a successful sale take place and upon the racehorse managed by Bennett Racing retiring to stud for commercial stud duties, the Syndicate Manager shall be entitled to one (1) free 'lifetime' Stallion Breeding Right in addition to any commission payable. Should the racehorse managed by Bennett Racing retire to stud for commercial stud duties, the Trainer shall be entitled to a Commission of five percent (5%) together with one (1) free 'lifetime' Stallion Breeding Right.

In the event that a racehorse managed by Bennett Racing has commercial interest for sale during or after its racing career the syndicate manager is appointed as exclusive agent to sell the horse on behalf of the owners. A commission of five percent (5%) incl gst, on the sale price incl gst, is payable to the syndicate manager should a successful sale take place. A commission of five percent (5%) incl gst, on the sale price incl gst, is payable to the trainer should a successful sale take place (on the condition that the horse is sold for more than its purchase price inc gst and the horse has won more prize money than its original price inc gst). Where there has been more than one trainer of the racehorse, the commission will be split between them if the aforementioned conditions have been met. A commission of two and a half percent (2.5%) incl gst, on the sale price incl gst, is payable to our stable jockey if he/she has ridden the racehorse to win a black type race.

In the case of an offer being received by the syndicate or racing manager to buy a Bennett Racing managed racehorse, the minority are bound by the decision by those owners holding in aggregate 60% or more of the racehorse's proprietorship to accept the offer to purchase all or part of the racehorse which may result in the sale of all of the owners' interest or a proportional share of the owners' interest.



### **PRIZE MONEY**

In the event of a racehorse managed by Bennett Racing winning a Stakes race (Listed, Group 3, Group 2 or Group 1 race, a Special Condition Race, a Follow Race or any race worth equal to or more than \$500,000.00 in prize money that are not listed above), then Bennett Racing will receive a 5% Commission of the prize money won for winning that race. This would only occur once for each category of race listed above. This fee will be added to owners monthly statements.

Some horses in the past have been offered with the condition of a bonus payable to Bennett Racing in the event of its maiden win, please refer to your PDS.

If your shareholding is:

- more than 5%, for an individual holding or a syndicate holding, then your prize money will be paid directly to you by the relevant racing authority;
- less than 5%, for an individual holding or a syndicate holding, then your prize money will be paid to you directly by Bennett Racing.

Prize money that is received by Bennett Racing for the members of any registered syndicates that Bennett Racing manages, will be paid directly to owners nominated personal bank accounts once per month. This will be in the last week of each month, although we try to undertake this task more often whenever we can. Prize money payments at the end of the month will contain the prize money that has been received in the preceding 15th to 14th period. Bennett Racing will credit an owner's racing account directly, where prizemoney is \$100.00 or less. Bennett Racing reserves the right to credit an owner's racing account with prize money, if the owners racing account is overdue, instead of paying prize money directly to an owners bank account. Where prize money is remitted to Bennett Racing, on behalf of an owner, because the owner has not supplied their bank details to the racing authorities, then Bennett Racing will credit the owners racing account.

### **NAMING THE HORSE**

In the event that there is a majority owner of 50% or more, then this majority owner may name the horse exclusively. The syndicate manager will advise all of the other owners if the majority owner is exercising this right to name the horse exclusively.

The horse will be named by the owners that are a party to the agreement. Each owner is to provide one suggestion.

Please check naming availability through <http://www.racingnsw.com.au/default.aspx?s=search>

In the event that the horse needs to be urgently named, the syndicate manager reserves the right to submit any of the 3 names that have been included in the owner's completed documents, in order to have the horse named. This may occur, for example, when a horse needs to trial or race.

### **RISKS**

The health and wellbeing of your racehorse is always our priority and we use every resource to ensure the longevity of your horse's racing career. However, it is possible that your horse may be injured or break down to never race again.

Other than as expressly set out in these terms and conditions (and to the extent permitted by law), you agree and acknowledge that Bennett Racing:

- does not make any guarantees or warranties with respect to your racehorse; and



- will not be liable in respect of claims for loss arising directly or indirectly from your purchase of a share in a racehorse from Bennett Racing, except to the extent that the loss is directly attributable to Bennett Racing's negligence, wrongful act or omission.

#### **RACEHORSE INFORMATION**

In the case of a colt being an entire, the racing manager shall ensure that the colt is not gelded unless the syndicate manager and the trainer both agree that the colt requires this. The racing manager, after obtaining the written approval from the syndicate manager and the trainer, may sign the "consent for surgery" on behalf of the syndicate having provided the owners with notice in writing (not less than 72 hours prior to the gelding procedure is to take place) that the colt is to be gelded.

The Syndicate Manager will be entitled to be reimbursed for the money paid to the Racing Manager, secretarial, legal, bookkeeping and accounting services provided, insurance costs, travel and accommodation expenses incurred, in relation to the Syndicate business

Regards  
Bennett Racing