

# APPLICATION TO REGISTER A SYNDICATE

*I HEREBY MAKE APPLICATION TO REGISTER A SYNDICATE IN ACCORDANCE WITH RULE 432(1) OF THE NEW ZEALAND RULES OF HARNESS RACING AND DECLARE TO BE BOUND BY THOSE RULES.*

## SYNDICATE NAME

The Syndicate names requested in order of preference are:

1	
2	
3	

## AUTHORISED REPRESENTATIVES

The following members of the Syndicate have been appointed as its Authorised Representatives:

1	
2	
3	

## GST

Is your Syndicate GST registered?	YES / NO	GST Number	
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## DECLARATION

The names of all members of the syndicate have been supplied. Every change in the membership of the syndicate (including the death of any member) and every change in its authorised representatives or its registered address will be notified within 14 days.

Signature of Authorised Manager		Date	
Official Address			

With every application for the registration of a syndicate there shall be lodged with Harness Racing New Zealand a memorandum of agreement determining the rights and privileges of the members of such syndicate in respect of the administration and operation of the said syndicate. Such agreement shall be in such form as shall be approved by the board and shall include the following matters:

- A) That properly constituted meetings with adequate notice to be held at such times as the members of the syndicate determine and a special meeting shall be held at any time upon request of at least three members. A chairman shall be elected by the members for any meeting.
- B) That proper records of the affairs and business of the syndicate be kept and any decisions made at a meeting of the members shall be recorded in the minutes.
- C) That provision be made for the following matters in relation to any horse owned by the syndicate; training, veterinary care, management fees, shoeing, insurance. Gear replacement and repair, nominations, acceptances, track fees, driving fees, transport costs and other incidental expenses. No shareholder shall challenge or interfere with any decision of the manager in relation to these matters other than at a properly constituted meeting.
- D) That the following clause shall be included in every agreement-  
If any dispute shall arise between the parties in relation to this agreement or any matter arising out of this agreement including the interpretation thereof the same shall be referred to the arbitration of two independent persons one to be nominated by each party or in the event of difference between such arbitrators by their umpire to be appointed by them before entering on the burden of the arbitration and the award such arbitrators or umpire as the case may be shall be final and conclusive between the parties and notification by the arbitrators or their umpire of the decision shall forthwith be given to the chief executive of Harness Racing New Zealand.

# MEMBERS OF THE SYNDICATE

Every signatory hereto hereby declares that he/she is not disqualified within the meaning of the New Zealand Rules of Harness Racing. Every signatory acknowledges they have read and accept the Syndicate Agreement that has been provided by the Manager. Every party hereto is advised to note the provision of the Rules of Harness Racing and the regulations made pursuant thereto. Additional pages can be copied or downloaded to ensure all members are submitted.

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

Full Name			% Held	
Address				
Phone		Email		
Signature			Date of Birth	

# SYNDICATE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ is agreed to by the several persons (hereinafter referred to as "The Members") whose names are set out in the Schedule attached.

1. THE MEMBERS hereby form and constitute a Syndicate under the name the \_\_\_\_\_ Syndicate or such other name as is approved by Harness Racing New Zealand in accordance with the Application to Register a Syndicate namely:

1	
2	
3	

2. THE MEMBERS declare that each members interest in the Syndicate shall be in accordance with the percentage set out opposite the members name in the Schedule attached.
3. THE MEMBERS shall contribute according to their percentages in the Syndicate to the purchase price of any horse purchased by the syndicate. However, no horse shall be purchase or leased without the unanimous decision of the members.
4. EACH MEMBER shall be entitled to receive stake money or other earnings from any horse owned or leased, and shall be liable for all costs and outgoings in respect of the owning-leasing and racing of any horse, in accordance with his/her percentage in the syndicate.
5. THE FOLLOWING MEMBERS have been appointed the authorised representatives of the Syndicate in accordance with the Application to Register a Syndicate lodge with Harness Racing New Zealand:

1	
2	
3	

(List full names of Manager and three authorised members)

In the event of a vacancy in the authorised representatives the remaining member or members thereof shall have the right to nominate another member to the vacancy.

6. THE MANAGER of the horses owned or leased will be in accordance with the application to Register a Syndicate lodged with Harness Racing New Zealand, namely \_\_\_\_\_ who is herby authorised to carry out all the functions of administration and management of the said syndicate and the horses owned or leased with regard to the training, veterinary care, management fees, shoeing, insurance, gear replacement and repair, nominations, acceptances, track fees, driving fees, transport costs and other incidental expenses, the keeping of record of affair any other matter which may arise. No member shall challenge or interfere with any decision of the Manager in relation to these matters other than at a properly constituted General Meeting.
7. SHOULD the regular contributions of any Member fall into default beyond one month, that Member shall lose his/her membership.

8. THE MANAGER shall abide by the decision of General Meeting of the Members. A General Meeting of the Members may be called at any time in the request of not less than three (3) of the Members on giving less than fourteen (14) days' notice in writing of the meeting to each Member. A Chairman of the Meeting will be elected by the Members present at the meeting who will appoint a Secretary to be responsible for recording the Minutes of the Meeting. Any decision of the Meeting must be decided by a majority of the Members present at the Meeting, however as per clause 3 no horse shall be purchased or leased without the unanimous decision of the members.

9. THE REGISTERED ADDRESS of the Syndicate will be:

and the address for service of each Member shall be the address recorded against each Members name in the Schedule attached or such other address for service of which the Syndicate may from time to time be advised in writing by the Member concerned.

10. NO MEMBER shall transfer, mortgage, charge or encumber in any way his share or interest in the Syndicate. If any member should wish to or have cause to relinquish his share in the Syndicate this share shall be offered to the remaining Members. (This provision should cover death or divorce).

11. ANY NEW MEMBER accepted into this Syndicate must covenant to observe and perform the stipulations contained in this agreement.

12. THE MEMBERS and each of them hereby covenant that they are not by the provisions of Rule 103 of the Rule of Harness Racing New Zealand or Rule 403 of the Rules of Harness Racing New Zealand prohibited from owning a racehorse and they are not by virtue of the provisions of the Gaming Act 1908 or the Racing Act 1971 or any amendments thereto prohibited from admission to a racecourse. Each Member hereby indemnifies each other of them from and against all loses which may be incurred as a result of the disqualification of any horse which may be owned or leased by the Syndicate which may arise from the ineligibility of such Member who owns a racehorse aforesaid. Each member is jointly and severally liable for all loses incurred as a result of the ineligibility of a Syndicate Member. On no account will any shares be transferred to any person prohibited by the abovementioned Rules.

13. IF ANY DISPUTE shall arise between parties in relation to this agreement or any other matter arising out of this agreement including the interpretation thereof the same shall be referred to the arbitration of two independent person one to be nominated by each party or in the event of difference between such arbitrators by their umpire to be appointed by them for entering on the burden of arbitration and the award of such arbitrators or umpires as the case may be final and conclusive between the parties and notification by the arbitrators or their umpire of the decision shall forthwith be given to the Secretary of the Conference pursuant to Rule 428.