

# SCHEDULES

## Schedule 1 - Registration of horse names

1.1 The following names are not available for registration for a horse

1.1.1 subject to Paragraph 3, a name already registered in the register of horse names under Part 2;

1.1.2 subject to Paragraph 4, a name followed by one or more numbers;

1.1.3 a name on the International and Domestic Lists of Protected Names;

1.1.4 a name of more than 18 characters, including signs or spaces;

1.1.5 a name made up entirely of initials, or include figures, hyphens, full-stops, commas, signs, exclamation marks, inverted commas, forward or backward slash, colon and semi-colon;

1.1.6 a name that starts with a sign other than a letter;

1.1.7 a name containing more than seven syllables;

1.1.8 a name the pronunciation of which the Authority considers to be identical or unacceptably similar, to

1.1.8.1 a name that is on the International or Domestic Lists of Protected Names, or

1.1.8.2 a name that is already registered for a horse foaled in a year that is within 10 years of the year of foaling of the horse to which the application relates;

1.1.9 a name which the Authority considers

1.1.9.1 is suggestive or has a vulgar, obscene or insulting meaning,

1.1.9.2 is in poor taste,

1.1.9.3 may be offensive to religious, political or ethnic groups,

1.1.9.4 may otherwise cause offence,

1.1.9.5 may cause confusion in the administration of racing or betting, or

1.1.9.6 is the name of a well-known horse.

1.1.10 a name already registered to a sibling or parent of the horse in question;

1.2 For the purposes of Paragraph 1.1, the use of the definite or indefinite article does not constitute a different name.

2.1 The following names are available for registration for a horse if the conditions specified are met

2.1.1 the name of a public Person may be registered if the Person or his family have given permission;

2.1.2 a name which the Authority considers to be of commercial significance may be registered if appropriate permission has been obtained;

2.1.3 a name which the Authority considers to be that of a prominent company, product or trade name may be registered if

2.1.3.1 the written approval of the company or body associated with the name has been obtained, or

2.1.3.2 the Authority is satisfied that the name has an alternative meaning in common usage.

3.1 A name which has already been entered in the register of horse names shall become available for registration for a different horse at the end of the month of the relevant year during which it became available, as determined in accordance with Paragraphs 3.2 to 3.4.

3.2 Where the name was registered to a brood mare, the relevant year is whichever of the following first occurs

3.2.1 10 years after the mare's death,

3.2.2 10 years after the last recorded year in which the mare was covered or produced a foal, or

3.2.3 when the mare attains 30 years of age.

3.3 Where the name was registered to a stallion, the relevant year is whichever of the following first occurs

3.3.1 15 years after the stallion's death,

3.3.2 15 years after the last recorded year in which the stallion covered one or more mares, or

3.3.3 the year when the stallion attains 35 years of age.

3.4 Where the name was registered to any other horse, the relevant year is whichever of the following first occurs

3.4.1 5 years after the horse's death, or

3.4.2 the year when the horse attains 20 years of age.

3.5 An exception may be made where the name of a horse which has been reported dead and has not raced is sought for re-use by the same applicant.

4. Where a name is not available for a horse, a numeral may only be added to the name if

4.1 the horse was foaled in Great Britain, Ireland or the Channel Islands, and

4.2 it is not in the Stud Book maintained by the Stud Book Authority of Great Britain and Ireland.

5. If the same name is simultaneously claimed for two horses, the order of priority shall be determined by lot at The Racing Calendar Office.

## **Schedule 2 - Countries with approved stud books**

Argentina

Australia

Austria

Azerbaijan

Bahrain

Barbados

Belgium and Luxembourg

Brazil

Bulgaria

Chile

China

Colombia

Croatia

Cyprus

Czech Republic

Denmark

Dominican Republic

Ecuador

Finland

France

Germany

Great Britain and Ireland

Greece

Hungary

India

Italy

Jamaica

Japan

Kenya

Korea

Lebanon

Lithuania

Malaysia

Mexico

Morocco

Netherlands

New Zealand

Norway

Oman

Panama

Paraguay

Peru

Philippines

Poland  
Qatar  
Romania  
Russia  
Saudi Arabia  
Serbia, Bosnia & Herzegovina  
Slovakia  
Slovenia  
South Africa & Zimbabwe  
Spain  
Sweden  
Switzerland  
Syria  
Trinidad and Tobago  
Tunisia  
Turkey  
Ukraine  
United Arab Emirates  
United States of America and Canada and Puerto Rico  
Uruguay  
Uzbekistan  
Venezuela

### **Schedule 3 - Deleted**

### **Schedule 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.

## **Schedule 5 - Registration of Ownership Names' and Styles**

1.1 Every Owner or ownership group must register a unique name style to assist in the administration of racing. It is this name that will be used when entries and lists of runners are published.

2.1 The following names that apply to all categories of ownership in Chapters 2 and 3 are not available for registration:

2.1.1 names already on the register, compiled and maintained at the Racing Calendar Office;

2.1.2 names of more than 40 characters, including signs or spaces; or

2.1.3 names of which the Authority considers are too similar to a name on the register.

3.1 The following restriction applies to Sole Owners as provided for in Rule 31:

3.1.1 names of which the Authority are satisfied that the person concerned is better known publically by their assumed, screen, stage or pen name than their real name.

4.1 The following restrictions apply to companies, Business Partnerships, Syndicates, Racing Clubs and Partnerships as provided for in Chapters 2 and 3:

4.1.1 a name which the Authority considers

4.1.1.1 is suggestive or has a vulgar, obscene or insulting meaning;

4.1.1.2 may be offensive to religions, political or ethnic groups;

4.1.1.3 is in poor taste;

4.1.1.4 to be inappropriate use of names made up of internet site addresses;

4.1.1.5 may otherwise cause offence;

4.1.1.6 may cause confusion in the administration of racing or betting; or

4.1.1.7 is the name of a prominent Company, Product or Trade except where registered for that Company or Body Association.

5.1 The Authority may refuse to accept or cancel any registration as provided for in Rule (A)25.

## **Index of Defined Expressions**

1. This index provides a guide to words or expressions which are defined generally and so liable to be met in provisions which do not themselves contain the definition.

2. Where a term is used only in one Rule (or in a series of closely connected Rules), the definition will be set out in that Rule. Always check the Rule itself before looking at this index.

3. Where a term is used in more than one place, it will start with a capital letter. The second column of this index tells you where you can find the substantive definition.

4. This index is not part of these Rules.

<b><i>Defined term</i></b>	<b><i>Where term is defined (references are to Rules unless other specified)</i></b>
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## Schedule 6 - Syndicate Code of Conduct

1.1. In accordance with Rule 73E, this Code of Conduct applies to all ownership arrangements registered as a Syndicate where

1.1.1 the arrangement is managed, administered or promoted by a Syndicator who receives payment, in relation to their role, and/or

1.1.2. the method(s) of attracting participation in the arrangement include invitations to the public, whether by way of advertisement or otherwise.

1.2. The Syndicator must ensure that at the time of commencement of the Syndicate and throughout its duration, there is a written contract between the Syndicator and the participants which addresses and identifies, but may not be limited to, the following matters:-

1.2.1. The express acknowledgement from the participant/s that membership of the Syndicate may not necessarily provide a financial return;

1.2.2. The intended duration of the Syndicate, the mechanism for its termination and the methods and conditions (if any) by which participants may leave the Syndicate other than on final termination;

1.2.3. Whether the horse(s) is wholly owned by the participants or whether the horse is subject to a lease or other arrangement;

1.2.4. The number of horses involved in the Syndicate, the proportionate interest in the Syndicate of each participant and their rights of (or lack of) to sell, lease, transfer or assign their share/s;

1.2.5. The cost of participation for each participant and whether such cost is fixed or susceptible to alteration;

1.2.6. The details and/or means of calculating and paying any remuneration to be received by the Syndicator and any third parties;

1.2.7. A full financial statement for the Syndicate and the process by which any financial surplus or deficit will be credited or charged to the participants in the Syndicate;

1.2.8. The time at which and procedure by which the statement(s) of the Syndicate's costs recovered and expenditure will be presented to the participants. Such statement(s) shall be exclusive or inclusive of VAT as appropriate depending upon the VAT status of the Syndicate;

1.2.9. Whether and in respect of which risks the horse(s) will be insured and whether the participants of the Syndicate are the beneficiaries;

1.2.10. Whether the horse(s) will be initially trained by a named trainer; and

1.2.11. The process by which the Syndicate makes any decisions relating to the management, training, and time and method of sale of the horse(s).

1.3. This Code of Conduct does not purport to dictate the terms of the matters set out at Paragraph 1.2, only that they are matters that are to be agreed at the outset of a Syndicate. Each contract between the Syndicator and the

participants in that Syndicate must contain materially identical terms on the matters set out in Paragraph 1.2.  
1.4. Each participant in the Syndicate should be aware that they are bound by the Rules of Racing. Particular attention should be drawn to those Rules prohibiting the sharing of Inside Information (Rule (A)36) and prohibiting the Lay Betting of owned horses (Rule 92).

Note:

In all cases it is the responsibility of the participant in the Syndicate on complaint of a failure to comply with this Code of Conduct to provide to the Authority the evidence which the Authority considers necessary to support that allegation.