

## Schedule 4 -Protocol for Claimants

1. This protocol has been designed to assist would-be claimants in a claiming race with the procedures that must be followed if they are to comply with Part 4.

Using the telephone claiming system

2. All claimants must use the telephone claiming system in order to submit a claim.

3. Only a claimant who holds a security code allotted to him for the purposes of Rule 55 can use the telephone claiming system.

4. A security code can be obtained on application to The Racing Calendar Office. The address is Racing Calendar Office, Weatherbys Ltd., Sanders Road, Wellingborough, Northamptonshire, NN8 4BX.

5. A security code will be issued to an applicant only if the applicant is subject to these Rules. Rule 2 of the General Manual (persons subject to the Rules) specifies the persons who are subject to the Rules.

6.1 The telephone claiming system is available

6.1.1 in claiming races, and

6.1.2 for claims in selling races.

7.1 The following persons are entitled to submit any claim by telephone to The Racing Calendar Office (Weatherbys)

7.1.1 an Owner who is registered under these Rules on the register of owners,

7.1.2 a Person who, in accordance with the requirements of Rule (E)90 (authorised agents of an Owner), is authorised by the Owner to make a claim on the Owner's behalf,

7.1.3 a Trainer,

7.1.4 an employee of a Trainer authorised to act on the Trainer's behalf,

7.1.5 where the claimant is a Recognised Company, a Registered Agent, or

7.1.6 where the claim is made on behalf of a multiple-ownership (other than a Recognised Company), a Person who

7.1.6.1 is an Owner or a Trainer, and

7.1.6.2 is nominated to make the claim on behalf of the multiple-ownership.

Weatherbys

8. Claims must be made to Weatherbys using the following telephone number: 01933 303080. In the event only that this number is unobtainable then claims should be made on the following telephone number 07554 069475. This number will only be used in the event that the first listed number is out of operation.

9. The telephone operating system is operational every time there is a claiming race or a selling race. This also includes races that taken place on an evening or on Bank Holidays.

10.1 A claimant needs to provide Weatherbys with the following information

10.1.1 the security code allotted to the claimant which is referred to above,

10.1.2 the name of the horse that is the subject of the claim,

10.1.3 whether the claim is a reclaim or a third-party claim,

10.1.4 method of payment, and

10.1.5 contact telephone number.

11. Weatherbys will telephone the successful claimant as soon as practicable after the outcome of the claim is known. If uncontactable, Weatherbys may at their absolute discretion make further attempts to contact the claimant but if these prove unsuccessful they will move on to the next claimant. In these circumstances the claimant will forfeit the right to the horse.

12. The phone-in system at Weatherbys is for receipt of claims only. Any person using the line for any purpose other than the submission of a claim or seeking the names of the other claimants in order to avoid a potential duplicate claim (see Paragraphs 25 to 29) will be disconnected. Information on claims received will be available on request after the claiming period has ended. Any such requests must be made during office hours on 01933 440077.

13. Claims cannot be withdrawn or altered unless the claimant subsequently realises that their withdrawal or alteration is required to avoid a contravention of these Rules.

When can you claim?

14. Claims are accepted on the day of the race but no later than 15 minutes after the start of the race. However, claims are accepted from claimants who have made contact with Weatherbys call centre before the deadline and have been placed in a queue.

15. No claim, regardless of whether it can be shown that the claimant had made contact with Weatherbys before the deadline, will be accepted after the ballot has been conducted or the successful claimant announced.

16. Under Rule 64, where the winner of a selling race is disqualified or its placing altered or the result is delayed due to the Judge consulting the photograph, the time for the selling and claiming will be authorised by the Stewards.

#### Ballot

17. If there are two or more claims for the same horse, the successful claimant will be determined by ballot at Weatherbys.

#### Payment

18. Claimants are expected to ensure that they have made the necessary financial arrangements to enable their claims to be accepted. All details should be readily to hand to enable the claim to be processed swiftly. In the event of any delay, Weatherbys may at their absolute discretion refuse the claim and move on to the next claimant. In these circumstances the claimant will forfeit the right to the horse.

19.1 Except where the claimant is a Licensed Trainer, Weatherbys have been instructed to accept third-party claims only if the caller authorises them to debit funds in the following circumstances and subject to the following conditions.

19.1.1 A debit will be accepted from the caller's sole invoice account with the Authority only if the account has sufficient net cleared credit arising from transactions under these Rules (a joint invoice account with the Authority may not be debited).

19.1.2 A debit will be accepted from a charge, credit or debit card supported by Amex, VISA or Mastercard which is in the name of the claimant only if the relevant financial institution sanctions the payment. Only one card may be used on a claim. A claim will not be accepted where payment is split across two or more cards or where it has not been possible to secure payment from the card details given initially.

20.1 This Paragraph applies where a payment is made from a joint account by the method in Paragraph 19.1.2.

20.2 Unless the account is in the same sole name as the holder of the security code, the claimant will be required

20.2.1 to quote the account number,

20.2.2 to quote the name in which the account is held, and

20.2.3 to confirm that the appropriate authority has been lodged with Weatherbys for the caller to operate that account.

20.3 Whether such appropriate authority has been lodged will not be corroborated at the time of the call and, if it later transpires that the caller did not hold such authority, the caller may be deemed to have contravened a requirement imposed on him by these Rules.

21. A licensed trainer has two working days after the race to pay or secure the payment of the claim.

22.1 The staff manning the claims line will not have access to detailed account information and will therefore not be able to answer any questions about the account.

22.2. In the event of technical failure, and should Weatherbys be unable to corroborate the amount of funds held in either a Weatherbys or BHA Invoice account, then payment will be assumed to have been taken until it can be confirmed as such at the next earliest opportunity.

#### Buyer's/ Seller's premiums

23. Any person who has made a successful claim must pay the appropriate premium. This is usually 5% of the advertised selling price for third-party claims and 10% for reclaims (together with VAT, where applicable). This may be varied by the racecourse for any race. Refer to the race conditions for details.

24. For reclaims, the premium is not levied if no competing claim for the horse is received.

#### Duplicate claims

25. Duplicate claims (i.e. submitting more than one claim per horse) are not permitted.

26. Any form of collusion by any person (such as by asking other persons to make a claim or to procure any other claim submitted for the horse or to make a frivolous or deliberately misleading claim) shall be taken to be a contravention of a requirement imposed by these Rules.

## 27.1 Accordingly

27.1.1 persons who are involved in multi-ownerships and who wish to make a claim should check that no other claim for the same horse has been made by another person involved in the same multi-ownership, and

27.1.2 trainers should ensure that they and their authorised employees do not make more than one claim for the same horse.

28. Weatherbys screens for duplicate claims made under the same security code.

29.1 Rule 59.3 prevents a horse that is the subject of a successful unfriendly claim from being entered or run, and makes it an offence by the successful claimant and the new owner(s), if the horse is gifted, sold or leased to the original owner or to any of the unsuccessful claimants.

29.2 In order to avoid a breach of Rule 59.3 the names of all claimants will be published on the Authority's website and the Racing Administration Internet Site on the next working day.

### Refusal to accept a claim

30. The Authority reserves the right to instruct Weatherbys to refuse any claim at any time.

### Void races

31. In the event of a selling or claiming race being declared void, any claims in the race will be annulled.

### Annulment of claims

32. Whenever a successful claimant cannot be contacted or payment cannot be secured, resulting in Weatherbys moving on to the next claimant, their claim will be annulled.

33. Any subsequent request for the annulment of a claim under the provisions of Rule (F)65 must be made to the Authority and until such time as the claim has been annulled by the Authority the successful claimant is responsible for the horse.

### Responsibilities for claimed horse

33. Weatherbys will provide the successful claimant with the details of the relevant Racecourse Managing Executive. It is the successful claimant's responsibility immediately to contact the Racecourse Managing Executive to confirm travel arrangements and discuss the care of the horse in the interim.

34. The successful claimant is responsible for the claimed horse and is advised to have provisional travel arrangements in place before making a claim.

35. Racecourses that care for horses as referred to in Rule 63.3.2 may make a reasonable charge for this service. It should be noted that many racecourses are not able to provide for overnight stabling.

36. The successful claimant is advised to arrange insurance for the claimed horse as soon as possible.

37. The Clerk of the Scales will inform the trainer, or his representative, on the racecourse of any claimed horse. Weatherbys will also endeavour to contact the trainer of any claimed horse.

38. Any horse sold in a claiming or selling race is sold as it stands and is not returnable.

39. Claimants should be aware that an export certificate will need to be obtained in respect of any claimed horse which is trained outside Great Britain, before the horse will be permitted to run in this country.

### Non-compliance

40.1 Failure by any person to comply with this Protocol may result in

40.1.1 disciplinary action being taken against the person (including withdrawal of any licence, permit or registration under these Rules);

40.1.2 the withdrawal of the person's security code;

40.1.3 in the event of non-payment of an amount due, inclusion of the person in the Forfeit List maintained by the Authority under Part (A)8 (specific functions of the Authority).

### Discretion in operating the Protocol

41. Weatherbys, in overseeing and operating the claims process may, at their discretion and if the situation demands, amend the operation of the Protocol.