

RACING CLUB MEMBERSHIP AGREEMENT

The Limes of Epsom Racing Club

2026 MEMBER VERSION

IMPORTANT: This Agreement is for Racing Club membership only. It gives the Member no ownership rights to, and no lease interest in, any racehorse. Any separate horse-specific Prize Money Benefit must be documented in a signed Prize Money Benefit Addendum.

Item	Details
Racing Club	The Limes of Epsom Racing Club (the "Racing Club")
Club Manager	Equestrian R Infinity Limited ("EQR"), represented by Craig Benton or another duly authorised representative
Trainer	Craig Benton, or such replacement licensed trainer as may be appointed in accordance with this Agreement
Membership Options	Monthly Individual: £36 including VAT per month Monthly Couples: £60 including VAT per month Annual Individual: £384 including VAT in advance Annual Couples: £624 including VAT in advance
Membership Period	12 months from the Membership Commencement Date stated in the Member Schedule, unless terminated earlier under this Agreement
Club Horses	The current list of horses participating in the Racing Club will be maintained and communicated by EQR and may change from time to time
Governing Law	England and Wales

1. Definitions

1.1 "Agreement" means this Racing Club Membership Agreement together with the Member Schedule and signature page.

1.2 "Club Horse" means a racehorse included by EQR within the Racing Club structure and registered/held consistently with the applicable Rules of Racing.

1.3 "Member" means a person who has entered into this Agreement. Where a Couples Membership is selected, each of the two persons named in the Member Schedule is a Member under this Agreement and both must accept its terms.

1.4 "Membership Fee" means the fee for the Membership Option selected by the Member and recorded in the Member Schedule.

1.5 "Prize Money Benefit Addendum" means a separate written agreement, signed by EQR and the Member, which may grant the Member a contractual horse-specific prize-money benefit in addition to standard Racing Club membership.

1.6 "Benefit Rate" means the percentage stated in a Prize Money Benefit Addendum and used solely as a formula for calculating the contractual Prize Money Benefit. It does not represent any ownership right to, or lease interest in, the relevant horse.

1.7 "Net Prize Money" means prize money actually received and cleared by the Racing Club in respect of the relevant horse after applicable regulatory deductions, jockey/trainer/stable deductions, Weatherbys adjustments and any other race-specific deductions properly applied before distribution.

1.8 “Rules of Racing” means the rules, codes, directions and guidance issued by the British Horseracing Authority from time to time.

2. Nature and Purpose of Racing Club Membership

2.1 Membership is an entertainment and participation arrangement associated with racehorses. It is entered into for enjoyment and does not guarantee any financial return.

2.2 A Member acquires no ownership rights to, and no lease interest in, any Club Horse.

2.3 A Member has no entitlement under this Agreement to sale proceeds, insurance proceeds, breeding rights, residual value or capital appreciation of any Club Horse.

2.4 Nothing in this Agreement creates a partnership, joint venture, agency, trust or shareholder relationship between the Member and EQR, the Racing Club or any other Member.

3. Membership and Fees

3.1 All Members join the same Racing Club under this standard Membership Agreement. Membership may be taken as an Individual Membership or a Couples Membership.

3.2 Standard Membership provides the common Membership Benefits set out in clause 7 and does not, by itself, create any entitlement to prize money.

3.3 The available Membership Options are: Monthly Individual Membership at £36 including VAT per month; Monthly Couples Membership at £60 including VAT per month; Annual Individual Membership at £384 including VAT payable in advance; and Annual Couples Membership at £624 including VAT payable in advance. The selected Membership Option and applicable Membership Fee will be recorded in the Member Schedule.

3.4 The Membership Fee is consideration for Racing Club membership and its associated benefits. It is not consideration for any ownership right to, or lease interest in, a horse.

3.5 A Member may only receive a horse-specific Prize Money Benefit if EQR separately offers it and both parties sign a Prize Money Benefit Addendum.

4. Membership Period, Renewal and Cancellation

4.1 Membership begins on the commencement date stated in the Member Schedule and continues for 12 months unless terminated earlier under this Agreement.

4.2 Monthly Membership Fees are payable monthly in advance for 12 months. Annual Membership Fees are payable as a single advance payment for the 12-month Membership Period. Payment is made by the payment method offered through EQR’s online membership process or another method agreed with EQR.

4.3 Where consumer cancellation rights apply, the Member may cancel within the statutory cooling-off period. Any required cancellation information shall be provided at or before contracting.

4.4 Membership does not automatically renew for a further fixed term. EQR will notify the Member of renewal terms and fees before expiry, and renewal requires the Member’s positive agreement.

5. Club Horses

5.1 EQR will maintain and communicate a current list of Club Horses. The Club Horse line-up may change during a membership period as horses join, leave, retire, are sold, rehomed or otherwise cease to participate in the Racing Club.

5.2 Membership relates to participation in the Racing Club as a whole and is not tied to the continued presence of any one individual horse.

5.3 EQR will use reasonable endeavours to keep at least one active Club Horse within the Racing Club, subject to welfare, racing, regulatory and operational considerations.

6. No Transfer or Assignment by Members

6.1 Membership is personal and may not be sold, gifted, assigned, transferred, sub-let, pledged or used as security.

6.2 Any rights under a Prize Money Benefit Addendum are personal contractual rights only and do not create any ownership right to, or lease interest in, the relevant horse.

7. Common Membership Benefits

- Yard visits and stable mornings arranged by EQR, subject to availability, safety, biosecurity and operational requirements.
- Opportunities to apply for race-day badges, hospitality or similar privileges where made available by racecourses, with allocation controlled by EQR according to availability.
- Regular training, racing, welfare and operational updates through YardBoard, WhatsApp or another communication platform selected by EQR.
- Membership of the EQR community and invitations to member events where arranged.
- Reasonable access to trainer communications through channels and at times determined by EQR.
- Photographs, videos and behind-the-scenes content where available and permitted.

7.2 Benefits are subject to the Rules of Racing, racecourse restrictions, health and safety, horse welfare, availability and reasonable operational requirements. No particular badge, event, visit, horse, racing opportunity or result is guaranteed.

8. Optional Prize Money Benefit Addendum

8.1 EQR may, at its discretion and subject to availability, offer a Member the opportunity to enter into a separate Prize Money Benefit Addendum linked to a specified Club Horse.

8.2 The Prize Money Benefit Addendum will state the relevant horse, Benefit Rate, additional fee, commencement date and any other individual terms.

8.3 A Prize Money Benefit is an additional contractual benefit only. It does not create or evidence any ownership right to, or lease interest in, the relevant horse.

8.4 A Member with a Prize Money Benefit has no right to direct racing, training, veterinary, welfare, retirement, sale, insurance, breeding or any other management decision concerning the relevant horse.

8.5 A Prize Money Benefit does not entitle the Member to sale proceeds, insurance proceeds, breeding proceeds, residual value or capital appreciation of the relevant horse.

8.6 If there is any conflict between this Agreement and a signed Prize Money Benefit Addendum, the Addendum prevails only in relation to the specific Prize Money Benefit expressly covered by it.

9. Club Manager and Trainer Authority

9.1 The Racing Club shall be managed by EQR, which is responsible for administration, financial management and compliance with the Rules of Racing.

9.2 The Trainer has day-to-day authority over training, race planning, entries, declarations, jockey bookings, transport, veterinary treatment, farriery, medication, rest, rehabilitation and retirement, subject always to horse welfare and the Rules of Racing.

9.3 Members have no management or voting rights unless a specific consultation right is expressly stated in writing. Member preferences may be considered but are not binding.

10. Sale, Retirement, Death, Removal or Replacement of a Club Horse

10.1 EQR may, acting reasonably and in good faith and after appropriate consultation with the Trainer, sell, retire, rehome, replace or remove a Club Horse where this is considered appropriate for welfare, racing, financial or operational reasons.

10.2 Members have no entitlement under this Agreement to sale proceeds or insurance proceeds from a Club Horse.

10.3 Where a Member has a signed Prize Money Benefit Addendum linked to a horse that ceases to be a Club Horse, the treatment of that Addendum will be determined in accordance with its own terms.

10.4 If the Racing Club has no active Club Horse for more than ten consecutive weeks, a Member may terminate on written notice and receive a pro-rata refund of any standard Membership Fee paid in advance for the unused period, unless a replacement horse is expected imminently and the Member agrees otherwise.

11. Membership Fees, Payment and Default

11.1 Membership Fees are payable in accordance with the Membership Option selected in the Member Schedule: monthly in advance for Monthly Memberships, or as a single advance payment for Annual Memberships.

11.2 If payment is overdue, EQR may issue reminders, suspend non-essential benefits and, after reasonable written notice and opportunity to remedy, terminate the membership.

11.3 Termination of standard membership will also terminate any linked Prize Money Benefit Addendum unless EQR expressly agrees otherwise in writing, without affecting any benefit already accrued under the Addendum before termination.

12. Racing Club Funding and Accounts

12.1 EQR is responsible for ensuring the Racing Club can meet its liabilities as they fall due and for any shortfall in Club funding, subject to the Rules of Racing.

12.2 EQR shall maintain appropriate financial records and the Racing Club bank/racing account arrangements required by the Rules of Racing and Weatherbys.

12.3 Membership fees received, racing receipts, Prize Money Benefit payments and Club expenses shall be recorded clearly so that Club activity and member benefits can be evidenced and reconciled.

13. Race-day Badges and Attendance

13.1 Members may apply for available Club badges or other race-day access when a Club Horse is declared to run. Availability is controlled by the racecourse and cannot be guaranteed.

13.2 Where demand exceeds availability, EQR will use a fair allocation method, which may include a ballot, rotation or other reasonable system.

13.3 Members must comply with racecourse rules and may not enter restricted areas without authority.

14. Conduct, Confidentiality and Media

14.1 Members must behave respectfully and professionally when dealing with staff, other members, racing participants and racecourse personnel.

14.2 Members must keep confidential non-public information about horse health, veterinary matters, intended race plans, commercial matters and internal operations unless authorised or disclosure is required by law.

14.3 Members must not represent that they speak for EQR or the Racing Club without authority.

14.4 Photographs and video involving identifiable Members will be used for marketing only on an appropriate lawful basis. A Member may notify EQR of relevant preferences or withdraw consent where consent is the applicable basis for future use.

14.5 Members must comply with racecourse filming, photography and media-rights restrictions.

15. Insurance, Risk and Liability

15.1 Horse racing and attendance at working yards and racecourses involve inherent risks. No guarantee is given as to a horse's health, fitness, racing programme, results or earnings.

15.2 Members do not acquire any interest in any horse insurance policy and have no entitlement to insurance proceeds.

15.3 Nothing in this Agreement excludes liability that cannot lawfully be excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or mandatory consumer rights.

15.4 Subject to clause 15.3, EQR is not responsible for losses caused by events beyond its reasonable control or for indirect or consequential loss arising solely from the unavailability of a membership experience.

16. Termination

16.1 A Member may terminate early only where this Agreement expressly permits, where mandatory consumer law gives a right to do so, or where EQR agrees in writing.

16.2 EQR may terminate after reasonable notice for material non-payment, serious or repeated breach, abusive or unsafe conduct, false information, interference with horse management, relevant racing restrictions or other serious conduct that makes continuation unreasonable.

16.3 Termination ends future Membership Benefits but does not affect accrued rights, sums already due, confidentiality obligations, dispute provisions or rights accrued under any linked Prize Money Benefit Addendum before termination.

17. Data Protection

17.1 EQR will process personal data in accordance with applicable UK data protection law and its privacy information, including for membership administration, payments, communications, badge/event arrangements, regulatory compliance and legitimate business purposes.

17.2 Personal data may be shared where reasonably necessary with Weatherbys, the BHA, racecourses, payment providers, professional advisers, insurers and other service providers, subject to applicable law.

18. Disputes and Complaints

18.1 A Member should first raise any complaint with EQR in writing so that the parties can attempt to resolve it promptly and informally.

18.2 If unresolved, the parties may use any dispute-resolution or regulatory route available under the Rules of Racing and applicable law. Nothing prevents a Member from exercising mandatory consumer or legal rights.

19. General

19.1 This Agreement and the Member Schedule constitute the entire agreement relating to standard Racing Club membership and supersede prior discussions or representations about that membership, except that nothing excludes liability for fraud or fraudulent misrepresentation.

19.2 Any Prize Money Benefit must be documented in a separate signed Prize Money Benefit Addendum. No other horse-specific financial right or interest is created by this Agreement.

19.3 Any variation must be in writing and agreed by EQR and the Member, except for reasonable operational changes expressly permitted by this Agreement or required by law or the Rules of Racing.

19.4 If a provision conflicts with a mandatory requirement of law or the Rules of Racing, that mandatory requirement prevails to the minimum extent necessary and the remainder continues in force.

19.5 No third party has a right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated otherwise.

19.6 This Agreement is governed by the law of England and Wales. Any court proceedings are subject to the jurisdiction required or permitted by applicable consumer law.

MEMBER SCHEDULE

Item	Details
Member 1 / Primary Member name	[insert]
Address	[insert]
Member 1 email / telephone	[insert]
Membership commencement date	[insert]
Membership expiry date	[insert]
Membership Option	[Monthly Individual / Monthly Couples / Annual Individual / Annual Couples]
Agreed Membership Fee	[insert] including VAT
Payment method	[Recurring card payment / one-off card payment / other agreed method]
Member 2 name (Couples Membership only)	[insert / not applicable]
Member 2 email / telephone (Couples Membership only)	[insert / not applicable]
Prize Money Benefit Addendum	None unless separately signed

Member acknowledgement

I confirm that I have read and agree to The Limes of Epsom Racing Club Membership Agreement. I understand that Racing Club membership gives me no ownership rights to, and no lease interest in, any horse and does not guarantee any financial return. I understand that any horse-specific Prize Money Benefit must be documented separately in a signed Prize Money Benefit Addendum. Where a Couples Membership is selected, both named Members must accept this Agreement.

Member 1 / Primary Member Name: _____	For EQR Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Email: _____	Position: _____

JOINT MEMBER 2 (COUPLES MEMBERSHIP ONLY)

Name: _____
Signature: _____
Date: _____
Email: _____