

Terms & Conditions

Mark Walford Racing Club (the "racing club")

Membership Acknowledgement

1.0 Membership is solely for personal enjoyment, recreation and entertainment and is not an investment opportunity.

Membership Period

2.0 Membership of the Racing Club is conditional upon payment of the Membership Fee in full as per this Agreement and will continue for 12 months, subject to the other terms and conditions of this Agreement (the "Membership Period").

2.1 Each Member's membership will automatically renew at the end of the Membership Period, in accordance with the Terms and Conditions attached. Should a Member choose to cancel, their membership will expire automatically at the time of cancellation.

2.2 Members may cancel their membership at any point during the Membership Period by cancelling directly through their online account. If the Member cancels per the foregoing, (a) the Member will forgo their Membership Fee; (b) this Agreement will automatically be terminated and be deemed null and void, and (c) the Member shall not be entitled to any Membership Benefits arising before or after the cancellation and termination of this Agreement.

2.3 Further to the rights provided under the consumer legislation, each Member can cancel their membership to the Racing Club by notifying the Club Manager in writing within 14 days of paying the Membership Fee. If the Member cancels per the foregoing, (a) the Club Manager will refund the Member their Membership fee in full; (b) this Agreement will automatically be terminated and be deemed null and void, and (c) the Member shall not be entitled to any Membership Benefits arising before or after the cancellation and termination of this Agreement.

Membership Fee

3.0 The cost of membership for the Membership Period is £299.00. The Membership Fee is all-inclusive, and Members will not be required to pay any additional amount in respect of their membership during the Membership Period. The Racing Club will pay for any costs relating to the Horse(s) or The Racing Club that cannot be covered by the amount raised by Membership Fees paid by Members.

Membership Benefits

4.0 Benefits of membership to the Mark Walford Racing Club including but are not limited to:-

Regular updates, including pictures and videos of the club horses.

Ballots for race day badges whenever we have a runner.

Pre and post-race thoughts from Mark for each of our runners.

Stable visits to meet the club horses.

A 0.5% share of all the prize money from all horses in the club. Payable at the end of the 12 month period.

Excluded Benefits

5.0 The Members shall have no entitlement to any rights or benefits relating to the Horse(s) other than the Membership Benefits expressly set forth above. Examples of benefits to which the Members will have no entitlement include the following:

any ownership rights in the Horse(s);

any income arising before or after their Membership Period;

any revenue generated by a Horse after it has been sold or otherwise transferred by the Racing Club;

any Breeder prize or payment;

any rights in relation to any progeny of any of the Horses, or any breeding arrangement involving any of the Horses;

any income or revenue generated by the Racing Club that is unrelated to the Horse(s);

any sponsorship income relating to the Horse(s) or the Racing Club

Any of the above Excluded Benefits received by the Racing Club shall be retained by the Racing Club. The Members shall have no rights therein.

Horses

6.0 The following horses will be trained to race for the Racing Club in accordance and subject to this Agreement:

Unnamed 2021 chesnut gelding Postponed x Heaven's Sake

Unnamed 2022 bay gelding The Irish Rover x Egan's Rose

Ben Dikduk 2020 chesnut gelding New Approach x Halima Hatun

6.1 The Racing Club will endeavour to ensure that there will always be at three horses in the Racing Club. The Racing Club provides no guarantee that there will always be a certain number of Horses in the Racing Club. If any Horse(s) are retired, sold or die, it will be at the discretion of the Racing Club as to whether and when it acquires a replacement horse(s).

6.2 Subject to the terms of this Agreement, the Horse(s) will exclusively be trained by Mark Walford (the "Trainer").

6.3 Any decisions in regards to the management, training, sale or retirement of any of the club horses is strictly that of the trainer.

Early Termination

7.0 The Racing Club may terminate this Agreement (and the membership of the Member) with immediate effect if:

i. the Member is declared bankrupt;

ii. the Member is banned or 'warned off' by the BHA; iii. the Member breaches (in a material respect) any of the provisions of this Agreement and, after being given a final written warning, commits a further breach; iv. the Member commits any criminal act with respect to any other Member or the Racing Club; or v. the Member makes any defamatory or derogatory statement, or does any act or thing, that damages the goodwill or reputation of the Racing Club or the racing industry, in each case where (in the reasonable opinion of the Racing Club) the context is sufficiently serious or damaging to justify immediate termination.

Badges & Racecourse Attendance

8.0 When a Horse is running, Members wishing to attend can apply for an 'owners' badge. The Members acknowledge that the number of available badges is limited and may also

differ by the racecourse and by race day, and that the Club may not be able to get badges for all the Members wishing to attend. Where the Racing Club has lots of Members, it is highly unlikely that badges will be available for all those wishing to attend, in which case a ballot will determine which Members were successful. Any successful Members agree to comply with any other restrictions in force at the racecourse on that day (for example, a limit on the numbers allowed into the parade ring/paddock).

8.1 Any Member who does not get an 'owners' badge may not enter the parade ring/paddock. No Member (even those who receive a badge) may enter the pre-parade ring or any unauthorised area of the racecourse.

8.2 All Members attending the racecourse shall behave responsibly and appropriately and shall comply with the rules and requirements applying at that racecourse, including without limitation with respect to any dress code.

General

9.0 Each Member undertakes that they shall not use, divulge or communicate to any person (except to their professional advisers or as may be required by law or any legal or regulatory authority) the terms of this Agreement or any confidential information concerning the affairs of the Racing Club.

9.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

9.2 Any variation of this Agreement shall be in writing and signed by or on behalf of all the parties to this Agreement. 9.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 9.3 Rights and remedies arising hereunder are cumulative and do not exclude rights and remedies provided by law. 9.4 This Agreement constitutes the whole Agreement between the parties and supersedes any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

9.5 This Agreement is personal to the parties hereto (and their successors and heirs), and no third party has any rights to enforce any of its terms.

9.6 The Racing Club shall not assign, transfer or delegate any of their rights or obligations under this Agreement.

9.7 This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.8 This Agreement shall be governed by English law and all parties irrevocably agrees that the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

9.9 This Agreement has been entered into on the last page of this Agreement ("Agreement To Be Legally Bound").