

General

A horse can be registered in the names of up to 20 owner entities. An entity can be a:

- Natural person
- Registered Syndicate
- Company
- Firm
- Stud

A horse cannot be raced in a Company, Firm or Stud name unless it is a registered syndicate. A horse can only be nominated for a race in the names of a natural person/s and/or registered syndicate/s.

Syndicates should be registered with the local Deputy Registrar where their horse(s) intends to mostly race, or the by the State of the Syndicate Manager. The Syndicate will be recognised nationally.

Syndicates are to be renewed annually and is the responsibility of the Registered Manager to advise the Registrar or Deputy Registrar of each horse part/owned/leased by this Syndicate and supply the appropriate form and fee.

Appointment of Manager

The manager of a horse is the first named person recorded on the Horse Registration, Transfer of Ownership or Lease form. If the first named owner or lessee is a registered syndicate, the syndicate manager is the manager of the horse.

The manager acts for and represents the other co-owners of the horse, as described in the Australian Rules of Racing (available at http://www.racingaustralia.horse/FreeServices/Australian_Rules_Of_Racing.aspx) and the Racing Australia Co-owner Agreement (COA)(available at <https://tor.racingaustralia.horse/co-owner-agreement/>).

The COA sets out the manager's rights and obligations for acting on behalf of the co-owners. While the manager may make most day-to-day decisions in their discretion, significant decisions regarding the horse require the approval of co-owners with a certain percentage of ownership and/or a set process be followed.

Fitness and Propriety of Applicants

All individuals, including registered syndicate members, who are applying to hold a share or interest in the lease of a horse are required to notify RNSW if they have been:

- convicted of, or have a pending charge against them for, an indictable criminal offence or a criminal offence involving violence against a person or dishonest activity;
- convicted under the Australian Rules of Racing, the Local Rules of a PRA, or the rules of any other racing authority of any code; or
- convicted of, or have a pending charge against them for, an offence under any animal welfare/prevention of cruelty to animals legislation.

Details of the offence must be submitted in writing prior to the Syndicate Registration form being lodged. Further, a Syndicate member must within 14 days notify RNSW of any of the above charges or convictions if they arise following the Syndicate being registered. This may result in the syndicate member having to relinquish their interest in any horses they own (partly or wholly).

If an individual fails to truthfully and correctly (or at all) provide the required information, the application and any other application/registration/transfer concerning the individual may be refused or cancelled or other penalties incurred.

Rules of Racing

As a condition of acceptance of a Syndicate Registration Application, all syndicate members must familiarise themselves with, and agree to be bound by and comply with, the Australian Rules of Racing and the Local Rules, Regulations, By-Laws and Conditions of the PRAs and RIBs (where applicable). The Australian and Local Rules of Racing can be viewed at www.racingnsw.com.au.

Privacy and Personal Information

Your Personal Information

The personal information collected by RNSW during the transfer process includes a syndicate member's name, birth date, address, email, mobile, GST status and bank account details. This information is required to:

- identify syndicate members;
- assess a person's eligibility as a syndicate members;
- facilitate the administration of racing;
- communicate with syndicate members; and
- enable payment of prize money.

Where information is not provided, a Syndicate Registration may be refused or delayed until the required information is provided.

RNSW or RA may also provide an owner's contact details to the manager to enable the manager to contact owners in relation to matters concerning the horse. For example, to vote on a decision to change the horse's trainer, which requires majority consent under the COA.

An owner's personal information may also be used or disclosed by RNSW in accordance with RNSW's Privacy Policy (available at <https://www.racingnsw.com.au/wp-content/uploads/RNSW-Privacy-Statement.pdf>). These policies also set out how owners can access and seek correction of their personal information, as well as how to make complaints regarding handling of their personal information. Please contact RNSW in this regard.

Intellectual property rights

Due to the essential role that RA plays in administering, promoting and reporting on Thoroughbred racing, as well as providing racing materials, RA must be able to freely use all intellectual property rights (including but not limited to copyright) that may subsist in the name, image, jockey silks and other indicia associated with horses registered to race in Australia.

In order to allow RA to use these intellectual property rights without impediment, as a condition of and in consideration for horse registration, owners must agree that RA owns all right, title or interest (including but not limited to copyright, goodwill and reputation) in the name, image, jockey silks or other indicia associated with that horse, whether existing before or after horse registration. Further acknowledgements and obligations follow from such agreement by owners – these are set out in AR 40.

Declaring your GST Status

Owners are required to indicate their GST status in relation to their horse racing activity for taxation purposes. If a declaration is not made, a 46.5% withholding tax will be deducted from the total prize money.

When do I supply an ABN?

If you are registering a horse in the name of a company, firm or stud, the company firm or stud must be registered as a syndicate with a PRA, and the horse must be

leased to an eligible party for racing purposes. Only under these circumstances can an owner's horse racing activities provided they are conducted as an enterprise and the enterprise is registered for goods and services tax the owner can quote the ABN of that enterprise.

If an owner's horse racing activity is conducted as a private recreational pursuit or hobby, an ABN cannot be provided and you must declare yourself as a hobbyist. You can only quote an ABN if the ABN is for an enterprise that is racing horses as part of that enterprise.

Individual members of a registered syndicate must not provide their own ABN. The syndicate must be registered for GST and provide an ABN.

What happens if you quote an ABN for a business that is not involved in horse racing activities?

If you quote an ABN for an enterprise whose activities do not include racing horses, you will be making a false or misleading statement which is an offence under taxation law.

If incorrect ABN information has been provided on a previous application, contact the PRA in your state or territory.

Tax Invoices

Where an owner or entity is GST registered, the following agreement is given:

- The recipient may issue tax invoices in respect of the specified supplies;
- The supplier will not issue tax invoices in respect of those supplies;
- The supplier acknowledges that it is registered when it enters into the agreement and that it will notify the recipient if it ceases to be registered;
- The recipient acknowledges that it is registered when it enters into the agreement and that it will notify the supplier if it ceases to be registered.

Where can I get more information?

For more information about GST in relation to prize money, contact the RNSW Stakes Payments Department.

For information about whether or not your horse racing activity constitutes an enterprise and should be registered for GST, please seek your own advice by contacting the Australian Taxation Office.

Fees and Payment Options

Payment of the Syndicate Registration fee of \$250 can be made by either cash, cheque, money order or credit card. **Cheques and money orders are to be made payable to RACING NSW.** Please note we only accept the following credit cards for payment; Visa Card or Mastercard.

Return completed forms and fee to: Racing NSW

Level 7, 51 Druitt Street
Sydney NSW 2000
Phone 02 9551 7500
Fax 02 9551 7587
Email syndicates@racingnsw.com.au

Standard Syndicate Terms and Conditions

Racing NSW accepts no responsibility for any problems that may arise out of the way Syndicates are managed or operated. Accordingly if any Syndicate Member feels aggrieved by the management or conduct of a particular Syndicate he or she must be prepared to resolve the matter privately or take such legal steps as his or her private legal advisors may advise. In this regard the attention of Syndicate Members is drawn to the following Rule of Racing: SR5. Neither Racing Australia nor any of the Deputy Registrar's have any responsibility or liability for the actions of the persons in a Syndicate or who are party to any Syndicate agreement or any other instrument relating to a Syndicate, or for the performance of any legal or equitable obligations of the members of a Syndicate.

1. Definitions:
 - (a) "The Syndicate" means the Syndicate as defined by the Australian Rules of Racing and all the members thereof (hereafter referred to as "Members").
 - (b) "The Principal Racing Authority" means any Principal Racing Authority as defined by the Australian Rules of Racing.
 - (c) "The Syndicate's Horse(s)" means the horse(s) registered as or to be registered by the Syndicate.
 - (d) "The Manager" means the person required under the Rules of Racing to act for and represent the Syndicate in all respects.
 - (e) "Monthly Fees" means the Calendar Monthly expenses payable in respect of the Syndicate shares held and payable on account of and including breaking in, stabling, training, racing, floating and other transportation, spelling, agistment, insurance, veterinary services, Jockeys fees (other than Prize money percentages), gear, colours, bulletins and other communications, calling of Meetings, stamp duties, postage, management, printing of accounts, and all other costs associated with the Syndicate.
 - (f) "Ordinary Resolution" means —
 - (i) A resolution passed by Members holding a majority of shares at a duly convened meeting — or
 - (ii) A resolution contained in a letter presented to the Principal Racing Authority signed by Members holding a majority of shares.
 - (g) "Shares" means the shares in the Syndicate.
 - (h) "Special Resolution" means —
 - (i) A resolution passed by Members holding in aggregate at least seventy five per cent (75%) of Shares at a duly convened meeting — or
 - (ii) A resolution contained in a letter presented to the Principal Racing Authority signed by Members holding in aggregate at least seventy five per cent (75%) of the Shares.
 - (i) "Duly Serving" means either delivering personally to the person concerned or sending it by prepaid post to the person to be served at the address shown in the Register maintained by the Manager.
2.
 - (a) The application to register the Syndicate shall be submitted by the Manager for approval and due registration by the Principal Racing Authority and thereafter the Manager shall forward to the Members a copy of this Agreement.
 - (b) No Disqualified Person (within the meaning of that term as provided in the Rules of Racing) shall be eligible to become or to continue as a Member of the Syndicate.
3.
 - (a) The Monthly Fees for each Share shall become due and payable to the Manager by each of the Members on the first day of EACH and every MONTH during the currency of the Syndicate. For the purposes of this Agreement a bank account shall be established and operated by the Manager in the Syndicate's name, together with such other signatories as are from time to time decided by Ordinary Resolution.
 - (b) From the Monthly Fees the Manager shall pay all of the Syndicate expenses including payment to the Manager for his services to the Syndicate of an amount agreed upon by the syndicate members each calendar month.
 - (c) The Monthly Fees may be varied by the Manager by Duly Serving notice in writing on the Members specifying the reason for and the nature of the variations.
4.
 - (a) The Manager for the time being shall be the member first nominated on the Syndicate Application form.
 - (b) Subject to Clause 4(c) and any Ordinary or Special Resolutions which are not inconsistent with this Agreement and the Rules of Racing, the Manager has complete power to manage the Syndicate's Horse(s) on behalf of the Syndicate.
 - (c) The Syndicate shall from time to time by Ordinary Resolution determine if and when the Syndicate's Horse(s) (or any progeny) shall commence their racing career, retire for breeding or stud duties, be gelded, or sold or change trainer.
 - (d) Without limiting the generality of Clause 4(b) the Manager's duties include —
 - (1) The keeping of a Register noting:
 - (i) The names and addresses of the Members and the number of shares held by each, and
 - (ii) Dates of entries in the Register.
 - (2) Keeping the accounts of the Syndicate and if requested by the members, send a copy thereof to the Members every THREE Months.
 - (3) Ensuring that all fees owing by the Members are paid and that at all times the Members are financial.
 - (4) Insuring and keeping insured the Syndicate's Horse(s) to protect the best interests of the Members.
 - (5) Preparation and distribution of monthly bulletins.
 - (6) Completing and lodging with the Principal Racing Authority in the form from time to time prescribed the particulars of such additional horse acquired by the Syndicate immediately after each additional horse is acquired, together with the prescribed fee.
 - (7) Notifying the Principal Racing Authority in writing of every change in the membership of a Syndicate (including a death of a Member), every change in the percentage of a Member's interest in the Syndicate, and every change in the Member's registered address, within fourteen days of the change.
 - (8) Ensuring that any new Member joining the Syndicate shall execute a Standard Syndicate Agreement and forward it to the Principal Racing Authority concerned together with the prescribed fee.
5.
 - (a) All prize moneys received by the Syndicate shall be distributed by the Manager on a monthly basis to the Members PRO-RATA to the number of Shares held by each of them PROVIDED THAT the Manager may set off against any Members entitlement any amounts then outstanding by that Member on account of Monthly Fees.
 6. The Syndicate's Horse(s) shall be available for inspection at all reasonable times after arrangements for any such inspection have been made by the Member with the Manager.
 7. The Manager shall acquire from the relevant Racing Club such enclosure passes as may be available for any race meeting at which the Syndicate's Horse(s) is engaged and such passes shall be issued on a rotational basis to any Member who may require them.
 8. Shares may be offered for sale during the currency of the Syndicate provided that the remaining Members shall have the first option to purchase them. In the event that the Manager disposes of such Shares for a Member a commission of not more than 8% may be due and payable to the Manager therefore.
 9.
 - (a) The Manager may at any time call a meeting of Members.
 - (b) The Manager shall call a meeting of Members within fourteen (14) days of receiving a requisition in writing signed by Members holding in the aggregate at least twenty-five (25%) of the total number of Shares.
 - (c) A Member's requisition must state clearly the objectives of the meeting and the terms of any resolution proposed to be submitted to the meeting.
 - (d) The Manager shall call meetings by Duly Serving Members with a circular giving fourteen (14) days clear notice of the meeting and specifying:
 - (i) the time and place of the meeting
 - (ii) the objectives of the meeting and the terms of any resolution proposed to be submitted to the meeting, and
 - (iii) a statement that postal votes for any resolution will be accepted and that Members may appoint a proxy to attend in their stead.
 - (e) The quorum for meetings shall be Members who hold in the aggregate at least twenty-five per cent (25%) of the Shares, present personally or by proxy.
 - (f) Each Share shall carry the right to one vote.
 - (g) Any Member may at or after a meeting inspect all documents relating to the giving of votes on any matter determined at that meeting.
 10. In the event that any Member fails to pay the Monthly Fees payable by him hereunder within one month after being Duly Served with a written notice demanding payment the Manager shall cause the defaulting Member Share(s) in the Syndicate to be de-registered and such shareholding shall then be offered for sale. Any moneys remaining after settlement of the amounts due by the defaulting Member shall become due and payable to the defaulting Member and such Member shall do all things necessary to give effect to this clause.
 11. Shares may be held in more than one name and will be registered with the Manager accordingly. However, this Agreement must be executed by each of the joint owners.
 12. The terms and conditions of this Agreement may only be amended by Special Resolution.
 13. The Members hold their respective shares in the Syndicate as beneficial owners and tenants in common of the Syndicate's Horse(s) and all other assets of the Syndicate.
 14.
 - (a) Every Syndicate shall be terminated if:
 - (i) the Syndicate's horse(s) has been sold or otherwise disposed of on behalf of the Syndicate or has died, or
 - (ii) the Syndicate so resolves by Special Resolution.
 - (b) Upon termination of the Syndicate the Manager shall sell or otherwise convert the assets of the Syndicate into cash and divide the proceeds (less all proper costs and outgoings and any provision for liabilities) among the Members in proportion to the number of Shares held by them respectively, after deducting from a Member's Share of these proceeds any Monthly Fees then due but unpaid by that Member, and the Syndicate's registration with the Principal Racing Authority shall be cancelled.
 15. The Manager may appoint at any time up to three Members who in addition to himself shall be registered on the Certificate of Registration of the Syndicate (such persons to be known as Syndicate Representatives). The first named person on the Certificate of Registration of the Syndicate shall be the Manager. The Syndicate Representatives shall act in accordance with all Ordinary and Special Resolutions of the Members which are not inconsistent with this Agreement and the Rules of Racing.
 16.
 - (a) A Syndicate Representative may resign thirty (30) days after Duly Serving the Members with a notice of his intention so to do and he may be removed by Ordinary Resolution.
 - (b) Upon resignation or removal of one or more of the Syndicate Representatives, the Syndicate Members may by Ordinary Resolution appoint one or more of their number to be Syndicate Representative/s. The Syndicate shall immediately notify the Principal Racing Authority of the resignation, removal or appointment of a Syndicate Representative.
 17. The Members hereby indemnify the Manager and the Syndicate Representatives in their capacity as Manager and Syndicate Representatives for all payments required in respect of the fees and expenses associated with any Syndicate Horses.

REGISTER A SYNDICATE

Syndicate Details

We hereby apply for approval to race horses under the Rules of Racing as a Syndicate. This Syndicate is defined as follows (tick one):

<input type="checkbox"/>	Regular Syndicate
<input type="checkbox"/>	Company Name of Company: _____ (A copy of the Constitution or Certificate of listed shareholders must be attached AND a copy of the ASIC Company Extract [dated within seven days of this application])
<input type="checkbox"/>	Firm Name of Business: _____ (If a Firm, a copy of the Business Name Registration listing owners must be attached)
<input type="checkbox"/>	Stud Name of Stud: _____ (The Stud must have lodged five (5) or more broodmare returns to the Australian Stud Book within the preceding 12 months)

Is this syndicate being registered for the purposes of a micro-ownership scheme (i.e. syndicate underpinned by a large number of persons that hold units in a separate instrument)? YES NO

If yes, it is a condition of registration that you provide evidence of scheme approval with ASIC and agree to comply with Racing Australia's micro-ownership syndicate requirements and each unitholder must agree to Racing Australia's micro-ownership terms and conditions. Please contact syndicates@racingnsw.com.au for a copy of these documents.

The syndicate must be renewed annually. It is the responsibility of the Registered Syndicate Manager to advise the Registrar or Deputy Registrar of each horse part/owned/leased by this Syndicate and supply the appropriate form and fee.

Syndicate Name (Racing as)

The name of the Syndicate, for racing purposes, will be known as (list name choice in order of preference):

1.	
2.	
3.	

Registered Manager and Representatives

The following members of the Syndicate have been appointed as the Manager and Representatives (if any representatives, name up to 3):

	Print Name	Signature
Manager		
Representative 1.		
Representative 2.		
Representative 3.		

Syndicate Manager (Member No. 1)

Date of Birth: / / Mr Mrs Miss Ms Other

Surname of Manager: Given Names of Manager:

Postal Address:

Daytime Phone: - Mobile: Email: Postcode:

Signature Manager

Date

/ /

Share held within Syndicate

By signing this application I agree and declare that:

- As a condition of the application to register a syndicate, I will comply with and be bound by the Australian Rules of Racing and the Local Rules, Regulations, By-laws and Conditions of Racing NSW.
- I have read and understood the sections on pages 1 to 2 entitled 'Fitness and Propriety of Applicants', 'Privacy and Personal Information', 'GST Declaration', 'Appointment of Manager', 'Assignment and Licence' and agree to the Terms and Conditions of this Syndicate.

Payment Details

Please pay by Credit Card or attach a Cheque or Money Order made payable to Racing NSW

Mastercard or Visa / / / Expiry Date: / CVN:

Cardholder's Name: Amount: Syndicate Registration Fee **\$250**

Office Use Only

Date Received	Amount Paid	Endorsed by	Registration Number	Endorsed on (Date)



REGISTER A SYNDICATE

Maximum of 20 Members
(including Manager and Representatives)

Preferred Name of Syndicate

All fields in the relevant parts of the form are required to complete your application. Where information is not provided your application may be refused and or delayed. Please complete all relevant details using BLOCK letters and black or blue pen.

Syndicate Member No.

Date of Birth / / Mr Mrs Miss Ms Other

Surname of Syndicate Member Given Names of Syndicate Member

Postal Address Postcode

Daytime Phone - Mobile Email

Signature Syndicate Member Date

/ /
Share held within Syndicate

By signing this application I agree and declare that:
• As a condition of the application to register a syndicate, I will comply with and be bound by the Australian Rules of Racing and the Local Rules, Regulations, By-laws and Conditions of Racing NSW.
• I have read and understood the sections on pages 1 to 2 entitled 'Fitness and Propriety of Applicants', 'Privacy and Personal Information', 'GST Declaration', 'Appointment of Manager', 'Assignment and Licence' and agree to the Terms and Conditions of this Syndicate.

Syndicate Member No.

Date of Birth / / Mr Mrs Miss Ms Other

Surname of Syndicate Member Given Names of Syndicate Member

Postal Address Postcode

Daytime Phone - Mobile Email

Signature Syndicate Member Date

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Share held within Syndicate

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Postal Address Postcode

Daytime Phone - Mobile Email

Signature Syndicate Member Date

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Share held within Syndicate

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