

# APPENDIX 2

## JOCKEY SPONSORSHIP CONTRACT



THIS AGREEMENT is to start the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

### BETWEEN:

JOCKEY'S DETAILS ("the Jockey")
Name of Jockey:
Address:
Contact Tel Number:
Contact Fax Number:
Contact Email Address:
NB. (It is important that you provide this information in case of any queries regarding this sponsorship agreement)

SPONSOR'S DETAILS ("the Sponsor")
Name of Sponsor:
Address:
Contact Tel Number:
Contact Fax Number:
Contact Email Address:
Web Site:
Nature of Business:
Name/Logo/Products: (to appear on the available branding sites)

### **ALL JOCKEYS:**

A fee in accordance with Schedule (A)1 is due to the British Horseracing Authority Limited at the time of registration.

A cheque for this amount must accompany this application should the jockey not have a Weatherbys Bank account.

**Please Note:** We are unable to process this application should the required fee not be available.

### **AMATEUR JOCKEYS:**

This application **will not** be registered unless accompanied by a cheque for £250, made payable to the AJA.

Please refer to Item 11 (Amateur Riders), page 8 of the Jockey Sponsorship Code of Conduct.

### **WHEREAS:**

- (a) The sponsor is the designer, manufacturer or provider of the products as defined in paragraph 4.7.
- (b) The jockey has agreed to promote the products or services pursuant to the terms of this agreement.

**Should any other terms be agreed to, please provide details on a separate sheet.**

## 1. Definitions

The following words shall have the following meanings.

- 1.1 **“the BHA”**: the British Horseracing Authority.
- 1.2 **“the Branding Sites”**: the sites on clothing worn by jockeys, when riding in race meetings, where logos are permitted pursuant to the Code.
- 1.3 **“the Code”**: the BHA Code of Conduct on Jockey Sponsorship [a copy of which is annexed hereto].
- 1.4 **“the Fees”**: the payments to be made by the sponsor to the jockey pursuant to the terms of this agreement and the free provision of goods/services to the jockey pursuant to clause 4, below.
- 1.5 **“the Period”**: the period of \_\_\_\_\_ months/years (must not exceed 36 months) commencing on the date that registration with and approval of this agreement by the BHA pursuant to the Code is advertised by publication on the Racing Calendar web site.
- 1.6 **“the Rights”**: the rights set out in clause 2, below.
- 1.7 **“the Rules of Racing”**: the Rules of the BHA.
- 1.8 **“the Territory”**: Great Britain.
- 1.9 **“Sponsor’s Advertising Material”**: that material containing the sponsor’s logo advertising the products of services in accordance with the Code.

## 2. Grant of Rights

Subject to registration with and approval of this agreement with the BHA under the Code, in consideration of the payments to be made by the sponsor, the jockey will during the Period and throughout the Territory:

- 2.1 wear the Sponsor’s Advertising Material on the Branding Sites when engaged to ride at all race meetings in the Territory in the manner permitted by the Code and always subject to the owner’s right of non-participation as defined by the Code.
- 2.2 allow the sponsor to use the approved image and name of the jockey in the promotion and advertising of the products/services by any means that is lawful and reputable and permitted by the Code and within any media.
- 2.3 make himself/herself available at reasonable times to be agreed during race meetings (but no more than once at each meeting) and at such other times and places as may be agreed for personal interviews and suitable promotional activities promoting the products in a manner fitting to the status of the jockey.

## 3. The Fees and Expenses

The minimum value for jockeys sponsorship contracts will be £500 + VAT (where applicable) for professional jockeys and £250 + VAT (where applicable) for apprentice and conditional jockeys.

The sponsor agrees to pay the following fees (which are non-repayable):

- 3.1 a basic fee in each year of £\_\_\_\_\_ payable annually in advance. The first payment to be made at the commencement of the Period
- 3.2 additional fees of
  - 3.2.1 £\_\_\_\_\_ for each race in which the jockey ride is entered to ride and starts in such race which is broadcast on television; and,
  - 3.2.2 £\_\_\_\_\_ for each and every race won by the jockey which is broadcast on television; and,
  - 3.2.3 £\_\_\_\_\_ should the jockey win any of the following races, namely:  
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- 3.3 Such additional fees being paid half yearly in arrears, the first payment to be made six months after the commencement of the Period. If the sponsor requests the jockey to undertake personal promotional activities for the sponsor under clause 2.3 then the sponsor agrees to pay all reasonable expenses incurred by the jockey in doing so in accordance with a budget to be agreed between the sponsor and the jockey.
- 3.4 All sums payable pursuant to this agreement shall be exclusive of VAT which shall where applicable be payable in addition.
- 3.5 All income generated under this agreement shall be paid to and administered by the stakeholder, Weatherbys, as appointed under the Rules of Racing.

#### **4. Sponsor's Obligations**

The Sponsor:

- 4.1 will pay sufficient funds to the stakeholder at such times as will enable the stakeholder to effect payment of the fees set out in clause 3 above at the times indicated.
- 4.2 will forthwith apply to register this agreement and the Sponsor's Advertising Material for approval with the BHA and will notify the jockey once registration has taken place and approval granted.
- 4.3 will discuss the manufacture of the items to bear the Sponsor's Advertising Material with the jockey and be responsible for the cost of manufacture of all goods to be worn or used by the jockey using the Sponsor's Advertising Material.
- 4.4 ensure that the Sponsor's Advertising Material will comply with the Code and all relevant laws and regulations relating to the publication of advertising and promotional material and in particular that it will not be misleading or in breach of third party rights.
- 4.5 confirms that it is the sole owner of or controls all copyright and any other rights in the Sponsor's Advertising Material to be used and that any use by the jockey or on his/her behalf under this agreement of the Sponsor's Advertising Material will not expose him/her to any criminal or civil proceedings
- 4.6 confirms that it has full title and authority to enter into this agreement and is not bound by any previous agreement which already affects this agreement and that it has the necessary power to grant the rights granted hereunder in the Sponsor's Advertising Material as contemplated hereunder, which will not be in breach of any rights of any third party.
- 4.7 agrees to provide the jockey free of charge with the benefits in kind as detailed below:-

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**Should any other terms be agreed to, please provide details on a separate sheet.**

#### **5. Assignment**

Neither party will be entitled to assign this agreement to any other party save that the sponsor shall be entitled to assign the benefit and obligations of this agreement provided that the purchaser/assignee enters into an agreement with the jockey upon the same terms as herein set out for the remainder of the Period.

#### **6. Termination**

In addition to any other rights and remedies that the jockey may have, this agreement may be terminated by giving written notice to the sponsor in the following circumstances:

- 6.1 where the sponsor is in material breach of any of its obligations or agreements hereunder which is or are not capable of remedy; or
- 6.2 where the sponsor is in material breach of its obligations or agreements hereunder which are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring it to do so within 14 days from the date of such notice (and the jockey shall not be obliged to carry the Sponsor's Advertising Material during such 14 days); or
- 6.3 where the sponsor goes into voluntary or involuntary liquidation, is declared insolvent either in bankruptcy proceedings or other legal proceedings, reaches agreement with its creditors due to its inability or failure to pay its debts as they fall due and/or has a receiver appointed over the whole or part of the sponsor's business

In addition to any other rights and remedies that the sponsor may have, this agreement may be terminated by giving written notice to the jockey in the following circumstances:

- 6.4 where the jockey is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy; or
- 6.5 where the jockey is in material breach of his/her obligations or agreements hereunder which is or are capable of remedy and fails or refuses to remedy such breach after receiving written notice requiring him/her so to do within 14 days from the date of such notice (and no payment shall be made to the jockey under clause 3, above, during the 14 days); or
- 6.6 where the jockey is a Disqualified Person (as defined in the Rules of Racing)

#### **7. Indemnity**

Each party undertakes to indemnify the other party against all liabilities, claims, demands, actions, costs (including reasonable legal fees), damages or losses suffered by such parties arising directly or as a result of any breach or non-performance by the indemnifying party of the obligation contained in this agreement.

## 8. Force Majeure

In the event that this agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of the jockey including such events as injury, illness, abandonment of race meetings, war, industrial action, floods, Acts of God, unforeseen technical failures, then such non-performance or failure to fulfil its obligations shall be deemed not to be in a breach of this agreement and shall not render the jockey liable to the sponsor in respect of the same.

## 9. Confidentiality

Save for the registration with the BHA as required under the Code, each party agrees with the other that it will maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party and its business or its private and financial affairs that may come into its possession as the case may be.

## 10. Governing Laws

This agreement shall be constructed and enforced in accordance with the Laws of England and Wales whose Courts shall be the sole courts of jurisdiction.

## 11. Entire Agreement

This document and the Code constitutes the entire agreement between the parties hereto relating to the subject matter hereof and no statement or promise or inducement which is not contained herein shall be binding or effective and this agreement shall not be varied or amended except by a separate written agreement between the parties hereto.

## 12. Miscellaneous

12.1 Nothing in this agreement is intended nor shall create any partnership between the parties hereto.

12.2 All notices or other communications to be given hereunder shall be in writing and shall be sent by facsimile transmission to a current facsimile number of the respective party or by first class recorded delivery post to the parties at their respective addresses set out in this agreement or such other addresses as may be notified to the other parties for such purposes and shall if sent by facsimile transmission be deemed to have been served at the time of despatch or if sent by first class recorded delivery post be deemed to have been received on the third day after posting.

12.3 The jockey gives no warranty hereunder that he/she will ride in any minimum number of races during the Period, but confirms that it is his/her intention where practicable and possible to accept all suitable rides offered to him/her during the Period.

IN WITNESS whereof the parties have hereunto set their hands the day and year first above written

SIGNED BY: (for and on the behalf of the jockey)	Signature:
In the presence of:	Signature:
SIGNED BY: (for and on the behalf of the sponsor)	Signature:
In the presence of:	Signature:

October 2011