

# OWNERSHIP BYE-LAWS

## 1. AUTHORITY FOR INTRODUCTION AND CITATION

1.1 These Bye-laws are made by the Stewards of the Jockey Club pursuant to the provisions of Article 65 of the Articles of Association of the Club and, accordingly, are Rules of the Club. They are to be read in conjunction with the Articles of Association of the Club.

1.2 These Bye-laws shall be referred to as the Ownership Bye-laws.

## 2. APPLICATION OF THESE BYE-LAWS

2.1 These Bye-laws set out matters in relation to ownership of horses, which cover the eligibility of Members and Registered Nominees of Corporate Members to be registered as Owners under the Rules of Racing and the sale, retirement and disposal of horses. These Bye-laws shall be read in conjunction with the Rules of Racing and the Horse Ballot Bye-laws.

2.2 The Stewards of the Jockey Club may exempt any person or horse from any of these Bye-laws on conditions they think fit for the purposes of upholding or promoting the interests, integrity, conduct and/or reputation of horse racing.

## 3. INTERPRETATION

In these Bye-laws the following expressions shall have the following meanings:

<b>Expression</b>	<b>Meaning</b>
<b>Owner</b>	Each person, whether an individual or a member of a Partnership or a Manager of a Syndicate, or an approved body corporate, registered in accordance with Rule 39. Where the context permits, the term "Owner" shall also include his / her Authorised Representative appointed under the Rules of Racing.
<b>Member</b>	As defined in the General Bye-laws.
<b>Recognised Racing Authority</b>	Any Racing Authority whose jurisdiction is from time to time recognised by the Club and which gives effect to penalties and disabilities imposed by the Club.
<b>Rule(s)</b>	A rule or rules under the Rules of Racing.
<b>Rules of Racing</b>	The Rules of Racing of The Hong Kong Jockey Club and the Instructions made by the Stewards of the Jockey Club.

Unless otherwise expressly stated, the defined terms in the Rules of Racing and other Bye-laws of the Club, including the General Bye-laws and the Horse Ballot Bye-laws, shall apply.

## 4. ELIGIBILITY TO BE REGISTERED AS AN OWNER

4.1 Only the following persons or entities may be registered as Owners under Rule 39(1):-

- (a) Eligible Members of the Club, and their spouses or children in accordance with Rules 39(4) and 39(5) and Bye-law 5.1;
- (b) A Partnership formed in accordance with Rule 41 and Bye-law 5.2;
- (c) A Syndicate formed in accordance with Rule 43 and Bye-law 5.3;
- (d) A body corporate approved by the Stewards of the Jockey Club;
- (e) Persons, partnerships, syndicates or corporations or their members registered as owners with any Recognised Racing Authority and invited to register as Visiting Owners by the Stewards of the Jockey Club.

4.2 The eligibility of each category of Members or other persons or corporations for registration as a Sole Owner and/or a member in a Partnership and/or a member in a Syndicate shall be determined and notified by the Stewards of the Jockey Club from time to time.

## 5. CATEGORIES OF OWNERSHIP

The categories of ownership are:

### 5.1 Sole Owner:

- 5.1.1 A Member (other than a Racing Club Member or a Registered Nominee of a Corporate Member or who is otherwise ineligible as directed by the Stewards of the Jockey Club) or a body corporate as approved by the Stewards of the Jockey Club who or which has registered pursuant to Rule 39(1)(i) and whose name is entered in the Register of the names of Owners pursuant to Rule 39(2).
- 5.1.2 The Sole Owner may register the name(s) of and race a horse with his / her spouse or child / children in accordance with Rules 39(4) and (5).

### 5.2 Partnership:

A Partnership comprising two (2), three (3) or four (4) eligible Members which has registered under Rule 39(1)(ii) having complied with Rule 41(2) and whose names are entered in the Register of the names of Owners pursuant to Rule 39(2). Racing Club Members (other than in circumstances under Rule 40(5)), Registered Nominee(s) of a Corporate Member or Members who are otherwise ineligible as directed by the Stewards of the Jockey Club are not eligible to be a member of a Partnership.

### 5.3 Syndicate:

A Syndicate comprising not less than five (5) and not more than fifty (50) members, all of whom must be eligible Members qualified to be registered either as an Owner or as an ordinary member of a Syndicate as set out in this Bye-law 5.3, eligible Registered Nominees of Corporate Members qualified to be registered as an ordinary member of a Syndicate as set out in this Bye-law 5.3 or body corporate as approved by the Stewards of the Jockey Club, which having complied with Rule 43 has registered under Rule 39(1)(ii) and whose names are entered in the Register of the names of Owners pursuant to Rule 39(2). The formation and operation of the Syndicate shall be in accordance with the requirements of these Bye-laws and Rule 43, including but not limited to:-

- 5.3.1 A Racing Club Member or a Registered Nominee of a Corporate Member who is not otherwise directed to be ineligible by the Stewards of the Jockey Club can be registered as an ordinary member of a Syndicate but shall not be eligible to be a Manager of the Syndicate.
- 5.3.2 Every member of a Syndicate shall be bound by the provisions and conditions set out in the Rules of Racing and the relevant Syndicate Agreement.
- 5.3.3 Any change in the membership or composition of a Syndicate requires prior approval from the Stewards of the Jockey Club. An application for a change of composition of a Syndicate which has obtained a Permit in a horse ballot will only be considered if a minimum of 80% of the applying members remain in the Syndicate. Such restriction remains in effect until the expiry of twelve months from the date of registration of the horse imported under the Permit.
- 5.3.4 Each member or Manager of a Syndicate must have at least 2% but not more than 30% share interest in the Syndicate.
- 5.3.5 A Member or a Registered Nominee of a Corporate Member shall be permitted to join up to four (4) approved Syndicates, subject to Bye-law 5.3.1, either as a Manager or an ordinary member of the relevant Syndicate.

## 6. CATEGORIES OF HORSES

Eligible Members may own horses that fall into any of the following five (5) categories:

### 6.1 An International Sale Griffin - hereinafter "ISG":

An ISG is a horse, previously unraced, offered for purchase by eligible Members at the Hong Kong International Sale organised by the Club from time to time.

### 6.2 A Privately Purchased Horse - hereinafter "PP":

A PP is a horse, previously raced, imported privately pursuant to a Permit issued by the Club in accordance with the Horse Ballot Bye-laws.

**6.3 A Privately Purchased Griffin - hereinafter "PPG":**

A PPG is a horse, previously unraced, imported privately pursuant to a Permit issued by the Club in accordance with the Horse Ballot Bye-laws.

**6.4 A locally purchased horse:**

A PP, PPG, ISG or SG purchased by tender at a sale or at an auction conducted by the Club.

**6.5 A Subscription Griffin - hereinafter "SG":**

A SG is an unraced horse purchased by the Club and offered for sale to eligible Members by way of subscription or ballot in accordance with the Horse Ballot Bye-laws.

**7. RESTRICTIONS ON OWNERSHIP**

No person shall at any one time own more than five (5) horses, either as a Sole Owner, a member of a Partnership or a Manager of a Syndicate. Ordinary membership of a Syndicate does not constitute ownership for such purpose.

**8. GENERAL UNDERTAKINGS AND RESPONSIBILITIES OF AN OWNER**

8.1 Each Owner and each member of a Partnership or a Syndicate and his or her successors shall be deemed to have read and become conversant with and agree to observe and abide by the prevailing Rules of Racing and all racing-related Bye-laws. The Rules of Racing and the Bye-laws are available on the Club's website and copies of the same may be obtained from the Racing Registry.

8.2 Subject to the provisions of the Rules of Racing and other Bye-laws of the Club and/or the provisions in the application forms for a Permit or the relevant conditions of sale, each person, whether in his own right or as a member of a Partnership or Syndicate, who has imported a horse pursuant to a Permit or otherwise acquired and registered a horse with the Club, shall be deemed to have accepted and given consent to the Club, inter alia, on the following:-

8.2.1 the horse will be kept in training throughout its natural racing career;

8.2.2 the boarding, spelling and/or training location of the horse shall be determined from time to time by the Club, which may include stable, spelling and training facilities in Hong Kong or elsewhere;

8.2.3 he shall have no claim against the Club, the Stewards of the Jockey Club or any Executive, Official or employee of the Club in any form if the horse shall fail to become a reasonable racing proposition for whatever reason;

8.2.4 information, including the name(s), ownership of the horse, and/or any information or data of and related to the horse or ownership set out below, may be collected, publicised, made available, used and/or exploited by the Club in Hong Kong or elsewhere via various channels of the Club or any third party authorised by the Club (including websites, social media platforms, publications or other channels like TV or radio programme, as well as any other media now known or invented in the future):-

(a) horse name, racing colour, images and other indicia of the horse;

(b) horse related data and records including but not limited to form, rating, performance, trackwork records, veterinary records and related data, biological data, movement records, pedigree, prize money earned etc.;

(c) upon retirement of the horse, horse retirement and export information including but not limited to destination, future career, future ownership arrangement etc.; and

(d) other information the Club sees fit as part of the racing information available to the public and/or for the administration, promotion or otherwise for the benefit of racing, horse welfare and/or operations of the Club;

8.2.5 veterinary information of a horse, including but not limited to any records, images and samples taken under the authority of the Rules of Racing, may be used by the Club itself or in conjunction with any third party for research or education purpose. The Club (and/or such third party) shall own all right, title or interest in any research, paper or published material arising therefrom.

8.3 When applying for registration of a horse, an Owner must confirm his absolute and exclusive title to, ownership and control of the horse and declare in accordance with the provisions of the Rules of Racing:-

8.3.1 any contingency, gifting and other arrangements or otherwise any legal or beneficial interest in the horse by a third party; and

8.3.2 the identity of any agent involved in the purchase of the horse.

Such requirement of absolute and exclusive ownership and control and the obligation to report any contingency or third party interest are continuing obligations when the horse remains registered with the Club.

8.4 The registered Owner shall retain full control of and responsibility for the horse. Other than his / its Authorised Agent or Authorised Representative, no Owner shall allow a third party to assume control over the horse, including in particular giving instructions on the running or riding of a horse in a race or its training arrangements.

8.5 Each Owner is, and each member of a Partnership or Syndicate is jointly and severally, liable for meeting stabling, livery and all other fees or charges incurred by his horse. Such fees or charges are to be determined by the Stewards of the Jockey Club from time to time. Each Owner and each member of a Partnership or Syndicate is deemed to have consented to the Club that the Club may apply any money owed by the Club to each individual (including but not limited to any prize money and any credit balance in a betting account maintained with the Club) in settlement of any outstanding fees or charges in relation to the horse.

8.6 Each Owner acknowledges the intrinsic dangers of horse racing and training activities and the propensity of horses to behave in ways that may result in injury, harm or death whether to the horse itself, other horses or to persons on or around it. Each Owner is, and each member of a Partnership or Syndicate is jointly and severally, responsible for all risks in connection with the horse from the time the horse is purchased overseas including its participation in any training or racing activities in Hong Kong or elsewhere, and shall effect all appropriate insurance coverage in respect of such risks. To the fullest extent as permitted by law, none of the Club, the Stewards of the Jockey Club and any Executive, Official and employee of the Club shall in any way be liable for any mortality or loss of or injury to any horse howsoever caused (including any mortality, loss, or injury arising from any act or omission of the Club, its employees, agents or contractors) at any time, including without limitation, any time prior to import, during transit, after the horse's arrival in Hong Kong, in the stable, training, racing or other facilities of the Club or other entities in Hong Kong or elsewhere, or in transit between such facilities.

8.7 Each Owner shall, and each member of a Partnership or Syndicate shall jointly and severally, indemnify and hold the Club, the Stewards of the Jockey Club and any Executive, Official and employee of the Club harmless against all losses, damages, claims and suits, expenses including court fees and legal costs, arising of or in connection with the horse when the horse is in the custody or control of the Club.

## **9. ELIGIBILITY TO SUBMIT TENDERS FOR HORSES OFFERED FOR SALE**

9.1 Any Member, Partnership or Syndicate whose name is included in the Reserve and Tender / Auction List which is in force at the time of posting of the notice of sale, shall be eligible to submit a tender for the horse offered for sale. If equal tenders are received then the highest on the List shall be awarded the horse.

9.2 Any tender submitted by any Member, Partnership or Syndicate (except the remaining partner(s) of the vending Partnership) whose name is not included in the Reserve and Tender / Auction List in force at the time of posting of the notice of sale, shall be invalid.

## **10. CHANGE OF OWNERSHIP**

10.1 All transfer or sale or otherwise change in ownership of a horse must be approved by the Stewards of the Jockey Club. Any application for change in the ownership of a horse must be submitted in writing with supporting reasons. The determination of such application by the Stewards of the Jockey Club shall be final and binding on the applicant and the Stewards of the Jockey Club shall not be obliged to give any reason for refusing any such application.

10.2 Approval of the Stewards of the Jockey Club is deemed to be given for change in ownership of a horse in the following circumstances:

10.2.1 to effect change in the composition of a Syndicate which complies with the requirements under Bye-law 5.3 and Rule 43;

10.2.2 for inclusion of the name(s) of spouse or child or children in the Register of the names of Owners in accordance with Rules 39(4) and (5); or

10.2.3 for transfer of interest in a horse to a spouse or child or children under Rule 40(5).

10.3 The Stewards of the Jockey Club may permit a change of ownership of a horse without recourse to sale by tender:

10.3.1 to transfer the horse owned by a deceased Sole Owner in accordance with Bye-law 12.1;

10.3.2 to transfer the share of any deceased partner of a Partnership in accordance with Bye-law 13.2, provided that the proposed new partner meets the requirements of Bye-law 5.2 and there is at least one (1) original partner continuing as a member of the Partnership; or

- 10.3.3 in such exceptional circumstances as deemed expedient by the Stewards of the Jockey Club in their absolute discretion.
- 10.4 Save as permitted pursuant to Bye-law 10.3, no change of ownership of a horse will be permitted without recourse to sale. Such sale shall be:
- 10.4.1 subject to such conditions as the Stewards of the Jockey Club, in their unfettered discretion, shall consider appropriate to impose including, without limitation to the generality of the foregoing, a restriction on the amount of the net proceeds of sale which shall be payable to the selling Owner; and
- 10.4.2 conducted by way of sealed tender, which tender shall be subject to such conditions of tender as the Stewards of the Jockey Club, in their unfettered discretion, shall impose and either generally or specifically for a particular sale.
- 10.5 The disposal of horses through sale by tender will render the selling Member, Partnership or Syndicate ineligible to take part in further draws for Permits or SGs unless the Stewards of the Jockey Club in their absolute discretion shall determine otherwise. Any unfulfilled Permit held by the selling Member, Partnership or Syndicate will be cancelled and allocated to the first person on the Reserve and Tender / Auction List.
- 10.6 Changes in ownership of a horse acquired by sealed tender will not be permitted without recourse to a further sale by tender, save to permit the purchaser to create a Partnership with the purchaser's spouse and/or children.

## 11. INELIGIBLE OWNERS

- 11.1 Should a Member howsoever become ineligible to continue as a Sole Owner or as a member of a Partnership or Syndicate (including but not limited to by resignation as a Member, ceasing to be a Member under Article 43 of the Articles, as a consequence of any disciplinary action taken against the Member under the Articles or by the action of any Recognised Racing Authority subject to Bye-law 7.2 of the Members' (Suspension of Privileges) Bye-laws), then, other than in the circumstances as set out in Bye-law 11.3 or unless the Stewards of the Jockey Club in their absolute discretion direct otherwise:
- 11.1.1 each horse registered in the name of that Sole Owner will be deemed to have vested absolutely in the Club and without payment on the part of the Club and without the requirement for any deed or document of transfer of ownership;
- 11.1.2 the share of each horse registered in each Partnership of which such person was a member shall within sixty (60) days be purchased by the remaining partners at a valuation to be agreed between the continuing partners and the ineligible Owner. In default of an agreement as to the valuation, the ownership of each horse owned by the Partnership shall be deemed to have vested absolutely in the Club and without payment on the part of the Club and without the requirement for any deed and document to transfer ownership;
- 11.1.3 the share of each horse registered in each Syndicate of which such person was a member shall within sixty (60) days be purchased by the remaining members of the Syndicate at a valuation to be agreed between the continuing members of the Syndicate and such person. In default of an agreement as to the valuation, the ownership of each horse owned by the Syndicate shall be deemed to have vested absolutely in the Club and without payment on the part of the Club and without the requirement for any deed and document to transfer ownership.
- 11.2 The disposal of a horse whose ownership has vested in the Club pursuant to Bye-law 11.1 shall be at the discretion of the Stewards of the Jockey Club who may retire the horse or may direct that the horse be offered for sale by tender, in which event the net proceeds of such sale (if any after deduction of such fees or cost imposed or incurred by the Club) shall be paid to the Sole Owner, Partnership or Syndicate as the case may be.
- 11.3 Should a Member howsoever become temporarily ineligible to continue as a Sole Owner or as a member of a Partnership or Syndicate for any period of time (including but not limited to as a consequence of any disciplinary action taken against the Member under the Articles or by the action of any Recognised Racing Authority), the Stewards of the Jockey Club or the Disciplinary Panel at the time when the penalty is imposed as set out in Bye-law 7.2 of the Members' (Suspension of Privileges) Bye-laws, as the case may be, may determine all matters relating to the horse(s) registered in the name of the Sole Owner or the relevant Partnership or Syndicate, including without limitation, the eligibility of ownership or pursuant to Rule 8(4) the eligibility of the horse(s) to enter for a race or races during the relevant period.
- 11.4 No person divested of the ownership of a horse by application of these Bye-laws or otherwise deprived of any right in relation to a horse pursuant to these Bye-laws, including but not limited to the estate of the Owner and each member of a Partnership or Syndicate and their respective estates, shall have any claim against the Club, the Stewards of the Jockey Club, or any Executive, Official or employee of the Club, for any loss sustained or otherwise howsoever arising or consequential upon the enforcement of Bye-laws 11.1, 11.2 and 11.3.

11.5 Bye-law 11 applies to all horses acquired by any means.

## 12. DEATH OF A SOLE OWNER

The following shall have application on the death of a Sole Owner:

### 12.1 Transfer of ownership:

12.1.1 If within twenty-four (24) calendar months of the death of an Owner or such extended period as the Stewards of the Jockey Club may in their absolute discretion permit, the executor or administrator of the estate of the deceased Owner registers the Grant of Probate or Letters of Administration extracted by them with the Club and;

- (a) makes an application in writing for the transfer of ownership of the horse to a person who is an Owner or who is eligible to be registered as an Owner in accordance with these Bye-laws;
- (b) encloses with such application such documents and forms as the Stewards of the Jockey Club shall require;
- (c) undertakes, in writing, to produce such documentation as the Stewards of the Jockey Club shall require to be satisfied as to the due and proper transfer by them of ownership to the nominated new Owner within the required period; and
- (d) discharges all sums owing by the deceased to the Club on any account, howsoever, together with all livery fees up to and including the last day in which the transfer of ownership is deemed effective under Bye-law 12.1.2;

the Stewards of the Jockey Club will give consideration to such application.

12.1.2 Should the Stewards of the Jockey Club give their consent to such transfer of ownership it shall be deemed effective immediately and the horse shall be eligible to race under the name of the new Owner.

### 12.2 Refusal of application for transfer of ownership:

If the Stewards of the Jockey Club decline to consent to a requested transfer of ownership of a horse or if within the twenty-four (24) calendar months following the death of the Owner, or such extended period as may be permitted by the Stewards of the Jockey Club, whichever shall first happen, a transferee acceptable to the Stewards of the Jockey Club cannot be found, the horse will be put up for sale by tender in accordance with such terms and conditions as the Stewards of the Jockey Club, in their absolute discretion, shall determine, and the proceeds of such sale, if any, shall be applied as prescribed by Bye-law 12.7.

### 12.3 Sale of the deceased Owner's horse:

Unless, in their absolute discretion, the Stewards of the Jockey Club determine otherwise, an advertisement of the sale by tender shall be issued upon the request of the executor or individual entitled to the grant of Letters of Administration or not later than the first twenty-four (24) calendar months of the death of the Owner, whichever shall first happen. The proceeds of sales, if any, shall be applied as prescribed by Bye-law 12.7.

### 12.4 Transitional provisions:

Pending any sale, transfer of ownership or the retirement of any horse affected by Bye-laws 12.1 to 12.3:

12.4.1 Except with the permission of the Stewards of the Jockey Club, the horse will remain with the Trainer with whom it was stabled at the time of the death of the Owner, regardless of receipt of any application for a stable transfer signed and dated prior to the Owner's death.

12.4.2 The horse will only be eligible to run in races pending a sale or transfer of ownership if:

- (a) the executor or the person entitled to the grant of Letters of Administration appoints an Authorised Representative, who is acceptable to the Stewards of the Jockey Club, and agrees to comply with such conditions as may be imposed by the Stewards of the Jockey Club; and
- (b) the Authorised Representative agrees in writing to be bound by the Rules and these Bye-laws and such conditions as may be imposed by the Stewards of the Jockey Club.

12.4.3 Unless, in their absolute discretion, the Stewards of the Jockey Club determine otherwise, the appointment of an Authorised Representative will not be permitted to exceed twenty-four (24) calendar months.

- 12.5 No person shall be entitled to call upon the Stewards of the Jockey Club for any reason or explanation for their refusal to approve a transfer to any proposed transferee, their rejection of an application for the appointment of an Authorised Representative, or their refusal to extend the time within which any appointment and/or application required under this Bye-law 12 must be made.
- 12.6 Neither the estate of the deceased Owner nor his executor nor administrator, as the case may be, nor any nominated transferee shall have any claim, howsoever, against the Club, the Stewards of the Jockey Club, or any Executive, Official or employee of the Club consequential upon any act performed in accordance with these Bye-laws, including but not limited to the refusal of the Stewards of the Jockey Club to consent to a transfer of ownership.
- 12.7 Proceeds, if any, of a sale:
- If a sale is effected and, after deducting from the price paid by the purchaser the costs incurred in the sale and all sums owed by the deceased to the Club at the date of his death together with all livery charges incurred pending the sale of the horse, there is a surplus, it shall be retained by the Club until production of the Grant of Probate or Letters of Administration to the estate of the deceased Owner, as the case may be, when it shall be paid to the executor or administrator of the estate together with any interest which may have accrued.
- 12.8 If no tenders for the horse are received or if none of the tenders received is, in the opinion of the Stewards of the Jockey Club, acceptable, the Stewards of the Jockey Club are deemed authorised to order the horse retired, in which event all of the livery fees incurred from the day on which the registered Owner died shall be borne by his estate unless the Stewards of the Jockey Club, in their absolute discretion, decide to waive that requirement.
- 12.9 If the Stewards of the Jockey Club decline to accept any of the tenders for the horse, or to waive outstanding livery fees, no person shall be entitled to be given any reason for their decision.

### **13. DEATH OF AN OWNER IN A PARTNERSHIP OR SYNDICATE**

- 13.1 When death within a Syndicate occurs it will be the responsibility of the remaining Syndicate members to come to an agreement with the executor or the administrator of the deceased Syndicate member's estate as to the value of the deceased Syndicate member's share in the horse. The remaining Syndicate members undertake to have resolved the question of the disposal of the share of the deceased Syndicate member within one hundred and eighty (180) days of his death and to transfer the proceeds of the disposal of the share of the deceased Syndicate member to the executor or administrator of his estate without delay. Any dispute relating to the disposal of the deceased Syndicate member's share shall be referred to the Stewards of the Jockey Club whose decision shall be final.
- 13.2 In the event of the death of a partner, the horse(s) owned by the partnership shall be eligible to run in races pending a transfer of the deceased partner's share to a new partner provided that:
- 13.2.1 the executor or the administrator of the deceased partner's estate appoints an Authorised Representative who is acceptable to the Stewards of the Jockey Club and agrees to comply with such conditions as may be imposed by the Stewards of the Jockey Club;
- 13.2.2 the Authorised Representative agrees in writing to be bound by the Rules and these Bye-laws and such conditions as may be imposed by the Stewards of the Jockey Club.
- 13.3 If the conditions set out at Bye-law 13.2 cannot be met then the partners or any one of them shall forthwith report the same to the Stewards of the Jockey Club who as soon as practicable shall cause the horse(s) owned by the partnership to be sold pursuant to the Horse Ballot Bye-laws and the net proceeds of the sale shall be distributed amongst the surviving partners and the estate of the deceased partner according to their declared or deemed percentage interest in the horse(s).
- 13.4 Upon receipt of the Grant of Probate or Letters of Administration, the executor or the administrator of the deceased partner's estate shall:
- 13.4.1 make an application in writing for the transfer of the share of the deceased partner to a person who is eligible to be registered as an Owner in accordance with these Bye-laws;
- 13.4.2 enclose with such application such documents and forms as the Stewards of the Jockey Club shall require;
- 13.4.3 undertake, in writing, to produce such documentation as the Stewards of the Jockey Club shall require to be satisfied as to the due and proper transfer by them of the share of the deceased partner to the new partner within the required period;

- 13.5 The Stewards of the Jockey Club reserve the right to reject an application for transfer of the deceased partner's share to a person without giving any reason. Should the Stewards of the Jockey Club reject such application for transfer of share, the horse shall be offered for sale by tender and the net proceeds of the sale, if any, shall be paid to the remaining partner(s) and the executor or the administrator (as the case may be) of the deceased partner's estate.
- 13.6 Neither the estate of a deceased partner or the deceased member of a Syndicate, nor his executor nor administrator (as the case may be), nor any other member of the Syndicate or Partnership shall have any claim howsoever against the Club, the Stewards of the Jockey Club, or any Executive, Official or employee of the Club consequential upon any act performed in accordance with these Bye-laws, including but not limited to the refusal of the Stewards of the Jockey Club to consent to a transfer of ownership.

#### **14. TRAINER SYNDICATE**

- 14.1 The Trainer who initiates the Trainer Syndicate shall assist the Manager(s) of the Syndicate in the general administration of the Trainer Syndicate, whose responsibilities include but not limited to keeping the register of the members and accounts, making contribution calls, liaising with the Club and purchasing horse(s).
- 14.2 The composition and operation of a Trainer Syndicate and the eligibility to be registered as a member of the Trainer's Syndicate shall follow the requirements applicable to Syndicates under the Rules of Racing and these Bye-laws.
- 14.3 No transfer of stables is allowed until after the expiry of two (2) calendar years from the date of registration of the horse with the Club, except in exceptional circumstances as the Stewards of the Jockey Club consider expedient including but not limited to the relevant Trainer no longer holds a licence with the Club or is otherwise incapable to perform his duty.

#### **15. RETIREMENT AND DISPOSAL OF HORSES**

- 15.1 The Stewards of the Jockey Club shall have the power to order the humane destruction of any horse which is considered unfit for further work on veterinary advice. Such power may be delegated to the Stipendiary Stewards, Veterinary Officer or Veterinary Surgeon.
- 15.2 The criteria for both voluntary and compulsory retirement shall be determined in the absolute discretion of the Racing Committee from time to time. Such criteria will publish in the Instructions of the Stewards of the Jockey Club. No person shall have any claim against the Club, the Stewards of the Jockey Club or any Executive, Official or employee of the Club arising out of or consequential upon the retirement of a horse pursuant to such criteria or any change in such requirement.
- 15.3 An Owner wishing to retire a horse voluntarily is required to fill in a prescribed form indicating, *inter alia*, the way he or it intends to dispose of the horse. If the horse is intended to be disposed abroad or to a facility not owned or controlled by the Club, the Owner shall apply in writing to the Club. Such application shall be determined by the Racing Committee in their absolute discretion and permission may be made subject to such terms and conditions as the Racing Committee considers expedient.
- 15.4 On the retirement of a horse from racing, whether compulsorily or voluntarily, except in the situation referred to in Bye-law 15.3 or as otherwise directed by the Stewards of the Jockey Club, the ownership of the retired horse shall vest in the Club absolutely without payment and without further act on the part of either the registered Owner or the Club.
- 15.5 Owners may apply for a Permit to import a replacement horse following the retirement of their horse(s) in accordance with the Horse Ballot Bye-laws.

#### **16. VIOLATION OF THESE BYE-LAWS**

Violation of these Bye-laws may constitute an offence under the Rules of Racing and/or result in disciplinary proceedings under the Articles of Association of the Club.

Effective on 8 June 2024

By Order of the Stewards of the Jockey Club  
The Secretary