

THE TRAINING AGREEMENT

Owner's payments:

1. The Owner will pay to the Trainer for each of the Owner's greyhounds in the care of the Trainer (and pro-rata for a share of a greyhound)
 - 1.1 the basic training fee as set out on page 1 or as otherwise agreed between the parties
 - 1.2 additional charges (if any) as set out on pages 1 and 2 or as otherwise agreed between the parties, and Value Added Tax as applicable.
2. The Trainer will invoice the fees and charges monthly in arrears.
3. The basic training fee and/or the amount of any chargeable additional item may be varied by the Trainer from time to time but (in the case of an increase) on not less than one month's prior written notice. Any Owner who does not accept the charge must notify the Trainer within 21 days of receipt.
4. Unless the parties have adopted a different arrangement, the Owner will pay all amounts owed to the Trainer by monthly direct debit or by a monthly payment into the trainer's bank account. In any event, the Owner will pay within one month following the delivery all invoices for fees and charges due.
5. Any payment received by the Trainer from the Owner which does not clear the full indebtedness of the Owner to the Trainer at the relevant time may be applied by the Trainer, irrespective of any instruction to the contrary, in or towards payment of such outstanding invoices issued by the Trainer to the Owner as the Trainer sees fit and towards interest in priority to principal.
6. Invoices unpaid after the expiry of one month from delivery shall carry interest calculated from day to day from the expiry of that month at the annual rate from time to time payable under the Late Payment of Commercial Debts (Interest Act) 1998.

Trainer's obligations

7. The Trainer shall take all reasonable care of the greyhound and undertake to use all reasonable endeavours to train it to race to the best of its ability. Nonetheless, the Owner accepts the speculative nature of the ownership of greyhounds and unless given in writing no words used by the Trainer as to the ability of any greyhound or the chance of its winning a race shall be deemed a guarantee warranty assurance or otherwise (whether express or implied).
 - 7.1 These terms have been prepared in recognition of the considerable cost to the Trainer of professional indemnity insurance. There is no obligation upon the Trainer to maintain professional indemnity insurance.
8. No liability shall attach to the Trainer for any damage to the greyhound or any resulting loss to the Owner whether direct or indirect or consequential or otherwise howsoever caused unless such loss is due to the proven negligence of the Trainer or his staff or to a breach of the terms of this Agreement
9. The Trainer must report on the well-being of the greyhound and progress in training to the Owner at least once in every calendar month or as otherwise agreed and must promptly inform the Owner of any injury to the greyhound which is likely to require a prolonged period of kennel rest.
 - 9.1 Save as otherwise expressly specified by the Trainer to the Owner, any greyhound trained by the Trainer for the Owner will at all times be kept at the Trainer's licensed premises.

9.2 The Trainer shall permit the Owner and anyone authorised by him to visit and inspect the greyhound at the Trainer's licensed kennels on Sundays, between 10am-12pm.

Removal of the Greyhound

10. The Trainer or the Owner may give to the other not less than 48 hours notice that the greyhound is to be removed from the Trainer's care and on the expiry of such notice and the payment of all outstanding invoiced fees due to the Trainer the Owner shall at his own expense remove the greyhound from the Trainer's kennels.

Disputes as to the condition of the greyhound

11. The Trainer reserves the right at his own expense to have the greyhound examined by a veterinary surgeon before the expiry of a notice given by either party requiring removal of the greyhound and the Trainer shall immediately inform the Owner if he has exercised this right.

Trainer's lien

12. The Trainer shall have in addition to any statutory, common law or other implied rights of lien, a general lien over the Owner's greyhound(s) and a right to sell Owner's Greyhounds (and any one or more of them) for the purposes of recovering fees and charges (as referred to at Clause 1) which have not been paid.

12.1 Once an invoice is outstanding and unpaid for more than one month after delivery, the Trainer shall be entitled on the expiry of 21 days notice to the Owner sent recorded delivery to the Owner's last known address to dispose of one or more of the Owner's greyhounds and apply the proceeds towards (i) all unpaid invoices (ii) keep of Owner's Greyhounds during the period of retention under the lien and (iii) other costs including the reasonable costs of valuations pursuant to clause 12.2 and the costs and expenses of the sale. Thereafter the Trainer shall account to the Owner for any surplus and upon so doing shall subject be discharged from all liabilities under this Agreement.

12.2 The Trainer shall use his reasonable endeavours, acting in good faith, to obtain a fair and reasonable price for any greyhound(s) being sold having regard to the prevailing market conditions and the circumstances of the sale.

12.3 The Owner hereby irrevocably confers upon the Trainer all necessary authority to exercise the power of sale conferred upon the Trainer by this Clause 12 and to do and carry out all such ancillary acts that may be necessary for the purposes of the exercise by the Trainer of such power of sale and the Owner agrees that if the Trainer is required to become the Registered Owner of the greyhound(s) so as to facilitate the exercise by him of the power of sale under this Clause 17 then the Owner shall sign all documents and do all necessary acts which may be necessary to ensure proper and effective exercise by the Trainer of his power of sale hereunder.

12.4 The Trainer cannot take a commission from a sale under the procedure set out in this clause.

OWNERSHIP BY COMPANIES. STUDS, CLUBS, PARTNERSHIPS AND JOINT OWNERSHIPS

13. This clause does not apply where a greyhound is owned by a single individual as the Owner.

13.1 The "Owner's Representative" is hereby appointed and authorised to act on behalf of and to bind the Owner and for the purposes of clauses this agreement the Owner shall be interpreted and operate as the Owner's Representative and service upon the Owner's Representative shall be service upon the Owner.

Notices

14. The Owner shall give to the Trainer written notice of any change of the Owner's address

15. Any notice provided for in this Agreement shall be properly served and any invoice will be properly delivered if sent in writing:

15.1 In the case of the Trainer to his/her current licensed place of business and

15.2 In the case of the Owner or the Owner's Representative to the last address which he has in writing notified to the Trainer or the last known permanent address which the Trainer has for him in default of either but only in the case of an owner not normally resident in the United Kingdom to any agent or third party whom the Trainer reasonably believes has continuing contact with the Owner.

16. Any written communication provided for in this Agreement shall be deemed properly served or delivered in the normal course of transmission unless there is evidence to the contrary if it has been sent by pre-paid first class letter post (by air mail in the case of a letter posted from or to an address outside the United Kingdom) or transmitted by facsimile machine to a number which (in the case of the Trainer) is the number of his current place of business and which (in the case of the Owner) is at the address referred to in clause 25.2 provided (in either case) that the sender has a record of an effective transmission produced by the sending facsimile machine.

Miscellaneous

17. Where the context of this Agreement so admits or requires any reference in these conditions to the singular shall include the plural and to the masculine shall include the feminine or the neuter and the obligations of more than one person shall be joint and several

18. The law governing these conditions and the relationship between the Trainer and the Owner shall be the law of England

19. The terms of this Agreement do not place any binding legal obligations upon the GBGB/IRB.