

Northgate Lodge Racing Club Application Form

Northgate Lodge, Warthill, York. YO19 5XR



12 Months Membership - £135.00

I wish to apply for membership of the Northgate Lodge Racing Club and agree to the club terms and conditions. I enclose my cheque payable to Northgate Lodge Stud Ltd for £135.00

Name _____

Address _____

Signed _____ **Dated** _____

Terms and Conditions of Membership of Northgate Lodge Racing Club

Trainer Mel Brittain and Northgate Lodge Stud Ltd operate Northgate Lodge Racing Club ("Racing Club") for the interest and benefit of its members ("Club Members"). These Terms and Conditions set out the terms of membership and the benefits available to you as a Club Member.

By submitting an application to become a Club Member, you will be confirming your agreement to accept these Terms and Conditions of Membership. These may vary from time to time at our sole discretion. Before submitting the application, you should read the Terms and Conditions carefully.

1. Membership of the Racing Club

1.1 To subscribe for membership of the Racing Club for a minimum period of 12 months (twelve months) you must complete a Racing Club Application Form and submit it together with the subscription fee, being £135.00 (one hundred and thirty five pounds) for the first twelve month membership period. This fee may be reduced and/or the membership term extended from time to time for the purposes of marketing. The fee may be discounted & membership granted for promotions or special offers as promoted by Mel Brittain and Northgate Lodge Stud Ltd at their sole discretion.

1.2 The twelve month membership period shall begin when Northgate Lodge Racing Club notifies you that the benefits of the Racing Club are available to you. Once you have received notification of membership your membership fee will not be refundable.

1.3 Northgate Lodge Racing Club will contact you before the end of the membership period to invite you to apply to renew your membership of the Racing Club and notify you of any changes to the membership fee and the terms and conditions of membership that will apply to any renewed membership period.

1.4 Northgate Lodge Racing Club reserves the right to decline any application to renew your membership of the Racing Club if you have abused or misused any of the benefits available to you. Northgate Lodge Racing Club reserve the right to not renew any membership if it believes that continued membership is not in the best interests of the club or its members.

1.5 Northgate Lodge Racing Club reserves the right to terminate an individuals membership at anytime if it is deemed in the best interests of the club, or its members to do so.

2. Benefits of subscription to the Racing Club

2.1 In return for you paying the subscription fee for the Northgate Lodge Racing Club, we will make available to you the benefits set out in this Condition 2 together with any other membership benefits that may be detailed on the Racing Club website or notified to you from time to time.

2.2 Northgate Lodge Racing Club will race a string of horses in the racing club name and colours. The number of horses comprising the Northgate Lodge Racing Club string will be at the sole and absolute discretion of Trainer Mel Brittain who shall act in the best interests of the club in making such decisions, but his decisions are final.

2.3 Northgate Lodge Racing Club will operate a website and telephone line to provide news on the Club horses and racing information to Members. The telephone line will be made available exclusively to Club Members via a non premium rate number but the cost of any calls to the line or the cost of internet access to the Club website are not included in the membership fee and will be charged to you by your network provider.

2.4 Northgate Lodge Racing Club Members are given an 0870 number to access the telephone service. Calls are charged at normal BT national rates. Northgate Lodge Racing Club provides an opinion and offers no guarantees of winning or success.

2.5 Northgate Lodge Racing Club will maintain the Racing Club website & telephone line to update Club Members on Racing Club news, opportunities and daily information. Northgate Lodge Racing Club expresses opinions and cannot be held responsible for results or any betting losses incurred. Northgate Lodge Racing Club passes on information in good faith relating to its horses but cannot be held responsible if any information is incorrect.

2.6 From time to time Club Members will be able to attend stable visits and be admitted to the owner enclosures at racing events. Such opportunities cannot be made available to all Club Members and will be allocated to Club Members by ballot and rota.

2.7 Northgate Lodge Racing Club reserves the right to suspend or withdraw one or more of the benefits of the Racing Club if Northgate Lodge Racing Club is unable to continue providing those benefits, either temporarily or permanently, due to circumstances beyond its reasonable control.

3. On Investment

3.1 Membership of the Racing Club is for the purposes of sharing in the enjoyment of the Racing Club horses and subscribing to the benefits of the Racing Club and not for investment. The subscription fee is payable in consideration of the benefits offered by the Racing Club as described in Condition 2 above. You will have no legal or beneficial interest in the ownership of Northgate Lodge Racing Club or any horses owned by or leased to Northgate Lodge Racing Club or in any proceeds arising from a race or sale of such horses. Becoming a Club Member does not mean that you become a shareholder or partner of Northgate Lodge Racing Club and you will have no legal entitlement to any dividend or other financial return as a result of your membership of the Racing Club.

3.2 The Northgate Lodge Racing Club horses may be removed from the string at any time without consultation with members. Horses may be given breaks from racing for their benefit at anytime. Mel Brittain shall act in the best interests of the club in making such decisions, but his decisions are final.

4. General

4.1 All decisions relating to the adding of horses to the Club team, training and sale of horses and when and where horses will compete will be at the absolute discretion of Northgate Lodge Racing Club and trainer Mel Brittain.

4.2 Membership of the Racing Club is personal to you and you will not be entitled to sell or transfer your membership of the Racing Club.

4.3 These Terms and Conditions will be governed by and construed in accordance with English Law.