

Unnamed Horse Transfer of Ownership – Info Sheet

Which horses does this form apply to?

Unnamed horses, i.e. FOD lodged but not yet registered to race.

When do I have to lodge this form?

Within 7 days of the sale/transfer of ownership taking place.

How do I lodge this form once completed?

Email the form to: registration@racingaustralia.horse or

Post the form to: Racing Australia, Registrar of Racehorses, Level 11, 51 Druiitt Street, Sydney NSW 2000.

If the transfer is being signed under a Power of Attorney or Letter of Authority, you must provide a copy of such authority when lodging this form.

What is the fee for lodging this form?

\$55 (GST not applicable) – by VISA, MasterCard or cheque (payable to Racing Australia).

Why do I have to lodge this form?

It is required under AR 288 to enable traceability of unnamed horses and visibility of owners.

Fitness and Propriety of Applicants

RA, PRAs and the Stewards may restrict any person from holding an ownership or lease in a horse if, in their opinion, the person is not a fit and proper person to own or lease a horse. For example, unless otherwise permitted by RA, a PRA or the Stewards, a person may not own or lease interest in a horse if they have been convicted of an indictable criminal offence in the last 10 years, convicted of a criminal offence involving violence against a person or dishonest activity in the last 10 years, convicted of an offence under any animal welfare or prevention of animal cruelty legislation in the last 10 years, or if they are an undischarged bankrupt or taking advantage of laws relating to bankruptcy. See AR 36A for further details, including in relation to the ways in which a person can directly or indirectly hold an ownership or lease interest in a horse.

In order to enable enforcement of AR 36A, the terms and conditions of this Unnamed Horse Transfer of Ownership form require persons to disclose certain details about their fitness and propriety. Disclosure of any conviction, contravention and bankruptcy must be made prior to a horse registration application being lodged, and within 14 days if any conviction, contravention or bankruptcy matter arises following horse registration. Assessment of this material by RA, a PRA or the Stewards may result in the person 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/ registration and any other application/registration concerning the individual may be refused or cancelled or other penalties incurred.

RA/PRA/RIB may also request an individual to provide a National Police Certificate where they suspect the individual has been involved in the commission of a criminal offence.

Privacy and personal information

The personal information collected by RA during the transfer process includes an owner's name, date of birth, address, email and mobile. This information is required to (among other things): identify owners; assess a person's eligibility as an owner; communicate with owners; and facilitate the administration of racing.

RA/PRA/RIB 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. Similarly, RA/PRA/RIB may provide a manager's contact details to co-owners to enable them to contact the manager in relation to such matters.

An owner's personal information may also be used or disclosed by RA in accordance with RA's Privacy Policy (<https://racingaustralia.horse/AboutUs/PrivacyPolicy.aspx>). The Privacy Policy also sets out how owners can access and seek correction of their personal information, as well as how to make complaints regarding RA's handling of their personal information.

Appointment of manager

The incoming manager is the first named person recorded on the form (i.e. owner no. 1). If that owner is a registered syndicate, the syndicate manager is deemed to be the manager. The manager represents the other co-owners in relation to matters concerning the horse and must act in their best interests, as set out in the Rules of Racing and the RA Co-owner Agreement.

Terms & Conditions – Unnamed Horse Transfer of Ownership

All owners

1. The owner is 18 years old or older.
2. The owner has read and understood the Info Sheet – Unnamed Horse Transfer of Ownership.
3. The owner agrees to be bound by and comply with the Australian Rules of Racing and the Local Rules, Regulations, By-Laws, Policies and Conditions of the Principal Racing Authority (PRA) and the Racing Integrity Body (RIB) (where applicable) in whose State or Territory the owner resides or carries on the breeding of Thoroughbred horses or in which the horse shall be domiciled (as amended from time to time).
4. Without limiting any of the rules and regulations referred to in clause 3 above, the owner agrees to refrain from taking any step, or authorising any person to take any step, which may adversely affect the important role that Racing Australia (RA), PRAs, RIBs and Race Clubs play in the administration, promotion and reporting of Thoroughbred racing and in the provision of racing materials.
5. The owner warrants that they have notified RA and the relevant PRA/RIB if they have been.
 - a. 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;
 - b. Found or alleged to be in breach of the Australian Rules of Racing, the Local Rules of a PRA, or the rules of any other racing authority of any code;
 - c. Convicted of, or have a pending charge against them for, an offence under any animal welfare/prevention of cruelty to animals legislation; or
 - d. An undischarged bankrupt, or are subject to any allegation that they are taking advantage of laws relating to bankruptcy.and agrees to notify RA and the relevant PRA/RIB within 14 days if, following lodgement of this Unnamed Horse Transfer of Ownership form, any of the above occurs.
6. The owner agrees that they may be required by RA, a PRA, a RIB or the Stewards to relinquish their share or interest in the horse (or any other horse) if they satisfy any of the matters referred to in clause 5(a)–(d) above, or if any of RA, a PRA, a RIB or the Stewards otherwise determines, in their opinion, that the owner is not a fit and proper person to own or lease a horse.
7. The owner agrees to provide to RA, a PRA or a RIB:
 - a. a National Police Certificate if requested, provided that RA, the PRA or the RIB (as applicable) has reasonable grounds for suspecting the owner may be, or may have been, involved in the commission of a criminal offence; and
 - b. such other information requested by RA, a PRA or a RIB for the purposes of determining whether the owner is a fit and proper person as required by AR 36A.
8. The owner consents to RA and/or the relevant PRA/RIB providing the owner's contact details to the manager of the horse solely for the purpose of the manager contacting the owner in relation to the horse.
9. The owner consents to any future changes to the ownership composition and structure of the horse if the owner is a remaining owner and there are no changes to the owner's share percentage.
10. If there is a future change to the ownership composition and structure of the horse, the owner consents to the manager signing and/or lodging any Unnamed Horse Transfer of Ownership form and/or Change of Share % form on behalf of the owner if the owner is a remaining owner and there is no change to the owner's share percentage.
11. The owner agrees that RA, any PRA and/or any RIB, to the maximum extent permitted by law, is not liable to make any payment for any claim, loss, damage, liability, cost or expense that may arise from:
 - a. The processing of an Unnamed Horse Transfer of Ownership;
 - b. The manager of the horse dealing with the horse (including in respect of a transfer of ownership or change of share %) on behalf of the owner.
12. The owner agrees that all information provided to RA, PRAs, Stewards, RIBs and Race Clubs is true and correct to the best of the owner's knowledge, and that the owner may be subject to penalty for providing any false or misleading information or failing to disclose any information the owner is required to provide.

Where the owner is the manager

13. The owner (manager) agrees the names listed on the Unnamed Horse Transfer of Ownership form fully discloses the true, complete and accurate ownership of the horse.
14. The owner (manager) agrees that before signing and/or lodging an Unnamed Horse Transfer of Ownership form and/or Change of Share % form on behalf of any remaining owners, the owner (manager) will notify all such owners of the changes to the ownership composition and structure of the horse.
15. The owner (manager) indemnifies RA, any PRA and/or any RIB against any claim, loss, damage, liability, cost or expense that arises from the owner (manager) dealing with the horse (including in respect of a transfer of ownership or change of share %) on behalf of another person.
16. The owner (manager) consents to RA and/or the relevant PRA/RIB providing the owner's (manager's) contact details to each co-owner of the horse solely for the purpose of the co-owners contacting the owner (manager) in relation to the horse.

The Transfer may be refused or delayed where all required information is not provided.
 Please complete all relevant details using BLOCK letters in black or blue pen.

Dam Name (if unnamed/not registered)

Suffix

Unnamed Horse Date of Birth (dd/mm/yyyy)

Date of Transfer of Ownership (dd/mm/yyyy)

Sale Price*

***Important:** Under the Australian Rules of Racing, you must provide the horse's sale price. This form will not be processed if this field is left blank.

Outgoing Managing Owner's Declaration

As Outgoing Managing Owner I, _____, declare the details in this Unnamed Horse Transfer of Ownership are true and correct and confirm I have notified all remaining owners (being those owners who are neither relinquishing nor acquiring a share in the horse), if any, of the transfer(s) stated on the forms.

Signature

Date (dd/mm/yyyy)

Horses Purchased at an Auction

Please ensure the Auctioneer is on the RA approved list and that this form is stamped with the Auctioneer company Name and detail.

Auctioneer Name	Company	Auctioneer's Signature

Outgoing Owners

Only each owner relinquishing their share, or part thereof, in this horse must sign the section below. The Managing owner may sign the declaration above on behalf of those remaining owners whose share percentage remains unchanged. Where an owner is relinquishing part of, or increasing their share, they must also complete the 'New owner details' section below and note their new share percentage. RA may refuse the transfer in its sole discretion if all outgoing owners have not signed below.

	Print Name	Signature	Witness Name	Signature
Owner				
Owner				
Owner				
Owner				
Owner				
Owner				
Owner				

Please print form, sign and submit to Racing Australia

Payment

The fee to lodge a transfer of ownership for an unnamed horse is **\$55.00** Please note GST is not applicable.
Payment options include VISA or MasterCard and Cheque.

Cardholder's Signature

Cardholder's Name

Card Number (VISA or MasterCard only)

Expiry

CVN

Total Amount

Dam Name

Foal Date of Birth (dd/mm/yyyy)

Current Horse Location

Street Address

Suburb

Postcode

State

Purchase Price*

***Important:** Under the Australian Rules of Racing, you must provide the location of the horse at the time of this application and the horse's purchase price. This form will not be processed if these fields are left blank.

New Owner Details

(One for each to be completed by an incoming Owner, or any Owner already holding an interest in the horse where their share percentage is changing)

Owner No

enter number

Natural Person

Registered Syndicate

Company / Stud

Lessee

Date of Birth (dd/mm/yyyy)

If other, please specify

Mr

Mrs

Miss

Ms

Other

Surname

Given Names

Name of Registered Syndicate / Firm / Stud / Lessee / Partnership / Company

Street Address

Suburb

Postcode

State

Email

Phone

Mobile

Part G Owner Declaration

By signing this form, I (the owner) declare I have read the Terms & Conditions – Unnamed Horse Transfer of Ownership on page 2 of this form.

Signature

Date (dd/mm/yyyy)

Share

%

Please print form, sign and submit to Racing Australia