

# Register as Syndicate (and Agreement)

- Syndicate registration to be completed by the Syndicate Manager
- Complete (and submit) in conjunction with the following two forms:
  - Syndicate Agreement (attached)
  - Notification of Syndicate Members

The Syndicate Manager and the Assistant Manager must each be a licensed owner or trainer.

Each Syndicate member must be a Licensed Person with GRNZ – complete the *Licence as Syndicate Member Only* form if not already licensed.

Any changes in Syndicate membership or management positions must be notified to GRNZ within 14 days by completing the *Change of Syndicate Membership* form. Syndicate Agreements must include provision for the removal and/or change of the Syndicate Manager and to make provision for dispute resolution.

**Note:** Please nominate (in the box below) a Syndicate member to receive all invoices, otherwise invoices will be sent to the Syndicate Manager.

**Fee: \$12.00 per person**

GRNZ will invoice the Syndicate Manager for all membership fees

**Person to invoice:**

**Email Address:**

## COMPLETE THE FOLLOWING SYNDICATE DETAILS:

Proposed Syndicate name

2nd name choice

Syndicate Manager

Syndicate email address

Syndicate telephone

Syndicate postal address

## OFFICE USE ONLY:

Approved for invoicing:

Invoice details:

Loaded in database:

Service:

Payment details:



### Privacy Declaration

This information is being collected and will be held at the office of Greyhound Racing New Zealand (GRNZ) in Wellington in accordance with the Privacy Act 1993 for administrative purposes only. Without the requested information, GRNZ may not be able to process the matters relating to this form.

You agree that the personal information supplied by you may be retained by GRNZ, who will not disclose the information unless for administrative purposes or if required by law. You can access your personal information from the GRNZ office on Level 4, 106-110 Jackson Street, Petone, Wellington for inspection and/or amendment as necessary.

### Syndicate Manager Bank Account details (for any owner payments and/or refunds):

Bank Account name: .....

Bank Account number: 

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Please update details with GRNZ as required

### Payment details

Payment can be made by the following methods (please tick):

- Cheque - payable to **Greyhound Racing New Zealand**
- Direct credit (internet) - Account: BNZ 02-0500-0927216-00 (Invoice number as reference)
- Credit card - Online [www.grnz.co.nz](http://www.grnz.co.nz)
  - By phone (04) 589 4900

**American Express or Diners Club credit cards will not be accepted**

All licence fees include GST. If you require a GST receipt please contact GRNZ accounts.

**No refunds** are given for licences for part of a season, however new licence fees will be pro-rated for applications received more than two months through the current racing season.

# Syndicate Agreement

The Syndicate Manager shall be deemed to be:

- authorised to act on behalf of the Syndicate
- responsible for the Syndicate's observance of the Rules.

The receipt of any prize money or trophy (by the Syndicate Manager) shall be deemed to be receipt of the same by the Syndicate.

Any changes in Syndicate membership or management positions must be notified to GRNZ within 14 days by completing the *Change of Syndicate Membership* form. Syndicate Agreements must include provision for the removal and/or change of the Syndicate Manager and to make provision for dispute resolution.

## THE AGREEMENT

**This agreement**, made on (date)....., is agreed to by the persons whose names are set out in the Schedule attached ('The Syndicate Members' i.e. *Notification of Syndicate Members* form).

### Syndicate Members

1. The Syndicate Members agree to constitute a Syndicate named the.....  
..... Syndicate, or such other name as is approved by the New Zealand Greyhound Racing Association (Incorporated) ("the Association") following the Syndicate applying to the Association to register the Syndicate.
2. The Syndicate Members agree that each Syndicate Member's interest in the Syndicate shall be in accordance with the percentage share set out opposite the Syndicate Member's name in the Schedule attached.

### Syndicate Managers

3. The Syndicate Members agree to appoint the following Syndicate Members as Syndicate Manager and Assistant Manager:  
  
Syndicate Manager: .....  
  
Email address:.....  
  
Assistant Manager:.....  
  
Email address:.....
4. The Syndicate Members agree the Syndicate Manager is authorised to carry out all the functions of administration and management of the Syndicate and the greyhounds owned or leased by the Syndicate including but not limited to management of the training, veterinary care, management fees, insurance, nominations, acceptances, track fees, transport costs and other incidental expenses, the keeping of records and any other matter which may arise.

5. The Syndicate Members agree no Syndicate Member shall challenge or interfere with any decision of the Syndicate Manager in relation to any of the matters set out in clause 4 other than at a properly constituted General Meeting.
6. The Syndicate Members agree that in the event of the resignation or death of the Syndicate Manager, the Syndicate shall appoint a new Syndicate Manager and the Assistant Manager will act as Syndicate Manager until the new Syndicate Manager is appointed. The Syndicate Members agree that the Syndicate shall notify the Association of any change in Syndicate Manager by the new Syndicate Manager lodging the prescribed form with the Association together with the prescribed fee.
7. The Syndicate Members may vote to change any Syndicate Manager at a General Meeting. The Syndicate Members agree to ensure the Association is notified of any change in the Syndicate Manager by the new Syndicate Manager lodging the prescribed form with the Association, together with the prescribed fee:

PO Box 38313, Wellington Mail Centre 5045

Website: [www.grnz.co.nz](http://www.grnz.co.nz)

Ph: 04 589 4900 Fax: 04 589 4907

E-mail: [greyhound@grnz.co.nz](mailto:greyhound@grnz.co.nz)

### **Contributions**

8. The Syndicate Members agree to contribute to the purchase price of any greyhound purchased by the Syndicate in accordance with their percentages in the Syndicate. The Syndicate Members further agree that no greyhound shall be purchased or leased without the unanimous decision of the Syndicate Members.
9. Each Syndicate Member shall be entitled to receive any prize or other earnings from any greyhound owned or leased by the Syndicate in accordance with his/her percentage in the Syndicate. Each Syndicate Member shall be liable for all costs and outgoings incurred by the Syndicate in accordance with his/her percentage share in the Syndicate.
10. Should the regular contributions of any Syndicate Member fall into default beyond one month, the Syndicate Manager may issue a Notice of Default to that member. If a member fails to comply with a Notice of Default they may lose their membership and the Syndicate Manager shall notify the Association of the change in membership.

### **General Meetings**

11. A General Meeting of the Syndicate may be called at any time at the request of three or more Syndicate Members. The Syndicate Members requesting a General Meeting must give 14 days notice of the General Meeting to each Syndicate Member.
12. No business shall be transacted at a General Meeting unless a quorum of Syndicate Members is present. The Syndicate Members agree that not less than..... Syndicate Members shall constitute a quorum. If within half an hour from any appointed meeting a quorum is not present, the meeting shall be adjourned to the same place, date and time in the following week. If a quorum is not present within half an hour from any adjourned meeting, the Syndicate Members present shall constitute a quorum.



13. At any General Meeting a chairman and a Secretary may be appointed by a majority of the Syndicate Members. The Secretary shall keep minutes of the meeting. At any General Meeting all matters shall be determined by a simple majority except as otherwise stated in this Agreement. The Syndicate Members may change the Syndicate Manager at a General Meeting by:
  - a. A majority vote of the Syndicate Members present voting in favour of changing the Syndicate Manager; or
  - b. 75% of the total shareholding in the Syndicate voting in favour of changing the Syndicate Manager. [delete provision which does not apply]
14. The Syndicate shall not decide to purchase or lease a greyhound without a unanimous decision of the Syndicate members.

**Registered Address**

15. The registered address of the Syndicate will be: .....  
..... Post Code.....

Syndicates may wish to make alternative arrangements in regard to the conduct of their general meetings and voting rights, i.e. whether decisions made by majority vote or 75% and so on.

The address for service of each Syndicate Member shall be the address recorded against each Syndicate Members name in the Schedule attached or such other address for service of which the Syndicate may from time to time be advised in writing by the Syndicate Member concerned.

**Termination of Membership**

16. No Syndicate Member shall transfer, mortgage, charge or encumber in any way his share or interest in the Syndicate. If any Syndicate Member should wish to or have cause to relinquish his or her share in the Syndicate, this share must be offered to the remaining Syndicate Members.

**New Members**

17. Any new Syndicate Members accepted into this Syndicate must agree to observe and perform the obligations contained in this agreement.

**Disqualification**

18. The Syndicate Members each agree that they are not by the provisions of the Rules and Constitution of Association disqualified from owning a greyhound. Each Syndicate Member hereby indemnifies each other of them from and against all losses which may be incurred as a result of their disqualification. Each Syndicate Member is jointly and severally liable for all losses incurred as a result of the ineligibility of a Syndicate Member. On no account will any shares be transferred to any person prohibited by the Rules and Constitution of the Association.

### **Dispute Resolution**

19. If any dispute arises between the Syndicate Members in relation to this agreement or any matter arising out of this agreement, the Syndicate Member(s) raising the dispute shall promptly give full written particulars of the dispute to all of the Syndicate Members.
20. The Syndicate Members will promptly meet together and, in good faith, will try to resolve the dispute in good faith.
21. If the dispute is not resolved within 7 days of written particulars being given (or any longer period agreed to by the Syndicate Members), the dispute will be referred to mediation.
  - a. The Syndicate Members agree to use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings;
  - b. The mediation will be conducted by a mediator chosen by the Syndicate Members, or if the Syndicate Members cannot agree, by a mediator appointed by the President of the New Zealand Law Society, or the President's nominee.
  - c. The Syndicate Members shall share equally in the costs of any mediation.
22. If the dispute is not resolved by mediation, the Syndicate Members shall refer the dispute to a single arbitrator chosen by the Syndicate Members or, if the Syndicate Members cannot agree, by a mediator appointed by the President of the New Zealand Law Society, or the President's nominee.
23. The Arbitration will be conducted in accordance with the Rules in Schedules 1 and 2 of the Arbitration Act 1996.