

20 November 2023

CIRCULAR NO: OT.20/2023

To: All Owners and Trainers of Singapore-based Race Horses at Singapore Turf Club

HORSE EXPATRIATION PLAN AWARD

1. Following the announcement of the Horse Exportation Subsidies in June 2023, the Singapore Turf Club (the “**Club**”) will introduce the Horse Expatriation Plan Award (“**HEPA**”) on 1 December 2023. HEPA is being introduced to encourage Owners and Trainers to plan the expatriation of their horses in conjunction with the Club so as to achieve an efficient and orderly expatriation process.
2. HEPA shall be **S\$2,000 per horse** that is included in the Finalised Plan (as defined below). HEPA will be paid to a Trainer upon their submission of a Finalised Plan together with the signed Agreement for Expatriation of Horses (as defined below) completed by each and every Owner of the horse(s) listed in the Finalised Plan. The Trainer is required to pass on 50% of the HEPA to the Owner of each such horse that is included in the Finalised Plan.
3. Trainers are **not** required to include every horse in their Stable in the Finalised Plan. Additionally, Trainers and Owners are at liberty not to participate in HEPA (i.e., it is optional). Notwithstanding, Trainers and Owners remain responsible to ensure the proper and orderly expatriation of their horses.

Terms and Conditions

4. The entitlement of a Trainer to receive HEPA is subject to the following terms and conditions:
 - a. On or before 15 December 2023, a Trainer must submit a detailed draft horse expatriation plan (the “**Draft Plan**”) to the Club in the attached format – See **Annex A**. The Trainer must discuss the contents of the Draft Plan with the respective Owner(s) prior to its submission to the Club.
 - b. The Club will review and discuss the Draft Plan with the Trainer. The Draft Plan, with such amendments as may be agreed between the Trainer and the Club, will then be finalised between the Trainer and the Club (the “**Finalised Plan**”).



- c. The Finalised Plan must then be discussed and agreed between the Trainer and the respective Owner(s) of the horse(s) involved in the Finalised Plan. The Trainer shall obtain the written agreement of the respective Owner(s) to the Finalised Plan in the attached format – See **Annex B** (the “**Agreement for Expatriation of Horses**”). Each Owner must separately sign an Agreement for Expatriation of Horses. Should there be any proposed changes to the Finalised Plan during discussions between the Trainer and the respective Owner(s), the Trainer must obtain the Club’s agreement to the proposed changes prior to obtaining the written agreement of the Owner(s). The Finalised Plan together with the signed Agreement for Expatriation of Horses must be submitted to the Club by the deadline that is given by the Club to the Trainer.
 - d. Within one (1) month of submission of the Finalised Plan together with each and every corresponding signed Agreement for Expatriation of Horses, the Club will award HEPA to the Trainer by crediting the amount into the Trainer’s account with the Club. The Trainer is required to pass on 50% of the HEPA to the Owner of each such horse that is included in the Finalised Plan. The credited amount accruing to the Trainer will be applied to pay any outstanding amounts that are owed by the Trainer to the Club and/or any monthly bill(s) to be issued by the Club to the Trainer. Where a Trainer owes the Club any outstanding sums, the Club shall be entitled to set-off all or part of HEPA against the amount owed to the Club.
 - e. When a Trainer submits the Finalised Plan and the corresponding Agreement(s) for Expatriation of Horses, the Trainer assumes the following responsibilities:
 - i. The Trainer shall be responsible for the execution of the Finalised Plan in accordance with the committed timelines. To that end, the Trainer shall be solely responsible for discussing the Finalised Plan with the respective Owners and obtaining the written agreement of the respective Owners for the Finalised Plan in a timely manner.
 - ii. The Trainer will be required to work closely with the Club and Owner(s) in the execution of the Finalised Plan, including but not limited to the submission of all required documents and information for the expatriation process in a timely manner.
 - iii. The Trainer shall use their best efforts to ensure that the horses that are included in the Finalised Plan are expatriated in accordance with the Finalised Plan.
 - iv. With regard to the execution of the Finalised Plan, time shall be of the essence.
 - f. If the Trainer fails to submit or include any horses in the Draft Plan, the subsequent Finalised Plan or every signed Agreement for Expatriation of Horses by the stipulated deadlines, the Club will assume that the Trainer does not intend to participate in this scheme in respect of any omitted horse(s) and the Trainer shall not be entitled to receive HEPA in respect of any such horse(s).
5. The Trainer is solely responsible for the accurate and timely passing on of any payments under HEPA to the Owner. The Club will not be liable for any agreements, arrangements or payments between the Trainer and Owner concerning HEPA or the passing on of any payments under the HEPA.



Briefing Session for Trainers

6. To assist Trainers to better understand the HEPA, there will be briefing sessions held in November / December 2023, whereby session dates and times will be advised and Trainers can confirm their attendance for the briefing by notifying Pauline Ng at paulineng@turfclub.com.sg. Please note that the briefing sessions are for Trainers only.

Information for Owners

7. The Club will be publishing information concerning the initiatives to support Owners and Trainers on the Club's portal that is accessible from the following webpage: <https://owners.turfclub.com.sg/>. The Club encourages all Owners to check the webpage regularly for the most up-to-date information.
8. Trainers will be requested to update the Owners after the briefing session and Owners are encouraged to seek clarification from their Trainers should they have any questions. Should the Owners have any further questions or require any further clarification concerning the HEPA, they may then direct their further queries to the Club by sending an email to horseownership@turfclub.com.sg.

Confidentiality

9. This Circular and its contents, including the terms of the HEPA, is for circulation **to the Trainers and Owners only**. The Trainers and Owners must keep this Circular and its contents **strictly confidential**. This Circular and its contents should not be disclosed to, discussed with, shared with or published to any other persons or entities.

Yours faithfully



DAYLE BROWN
CHIEF RACING OFFICER



To: SINGAPORE TURF CLUB (UEN No. S88SS0091K)
1 Turf Club Avenue
Singapore Racecourse
Singapore 738078

(the “**Club**”)

AGREEMENT FOR THE EXPATRIATION OF HORSES

Background

1. The Owner (whose name(s) and particulars are stated at the end of this Agreement) owns the following horse(s) which are under the charge of the Trainer (whose name and particulars are stated at the end of this Agreement):

- | | |
|--------------------------|--------------------------|
| (a) Name of horse: _____ | (f) Name of horse: _____ |
| (b) Name of horse: _____ | (g) Name of horse: _____ |
| (c) Name of horse: _____ | (h) Name of horse: _____ |
| (d) Name of horse: _____ | (i) Name of horse: _____ |
| (e) Name of horse: _____ | (j) Name of horse: _____ |

(each, a “**Horse**”, and collectively, the “**Horses**”)

2. The Trainer, having discussed the draft horse expatriation plan in respect of the Horses (the “**Draft Plan**”) with the Owner, submitted the Draft Plan to the Club on _____.
3. The Club, having reviewed the Draft Plan and discussed the Draft Plan with the Trainer, has provided the Trainer with a finalised plan (containing such amendments as may have been agreed between the Trainer and the Club) (the “**Finalised Plan**”) for the Owner’s agreement and approval.
4. The Finalised Plan will be submitted by the Trainer to the Club together with this Agreement, which has been signed and executed by the Trainer and the Owner.

Agreed Terms

In consideration of the Club awarding the Horse Expatriation Plan Award (“**HEPA**”) to the Trainer for the benefit of the Trainer and the Owner, in accordance with and on the terms and conditions set out in the Club’s Circular No. OT20/2023 dated 20 November 2023 (the “**HEPA Circular**”), the Trainer and the Owner agree, confirm and warrant to the Club that:

5. The Trainer and the Owner have the HEPA Circular and agree to the terms stated therein. In particular, the Trainer agrees to abide by his responsibilities as set out in the HEPA Circular.

6. The Trainer has provided the Finalised Plan to the Owner for their agreement and approval. The Trainer has explained the contents of the Finalised Plan to the Owner and any timelines the Owner is required to comply with for the expatriation of the Horses.
7. The Owner has reviewed, agreed to and approved the Finalised Plan. The Owner is obliged to and will comply with the terms and deadlines stated in the Finalised Plan, time being of the essence.
8. The Trainer and Owner jointly and severally confirm and warrant that:
 - a. The Owner is the legal and beneficial owner of the Horses.
 - b. The Trainer and the Owner have the authority, capacity and power to enter into this Agreement, to comply with the terms of this Agreement and to grant rights over the Horses to the Club.
 - c. The details stated in the Finalised Plan in respect of each Horse are accurate, correct and true. The Trainer and Owner are together solely responsible for any entries and statements in the Finalised Plan that are not accurate, correct or true in respect of each Horse.
 - d. If the details stated in the Draft Plan in respect of any Horse become no longer accurate, correct or true, the Trainer and/or Owner will immediately inform the Club in writing of the same.
 - e. The Trainer and Owner, whether by themselves or their authorised representatives, will conduct the expedient and timely collection and removal of the Horses from the Club's premises on or immediately before the respective "*Proposed Date of Export*" stated in the Finalised Plan.
 - f. The Trainer and Owner will not abandon or cause to be abandoned any of the Horses that are owned by them or otherwise under their charge at the Club's premises or anywhere in Singapore.
 - g. The Trainer and Owner shall abide by the terms set out in the HEPA Circular and shall not breach the same.
9. Abandonment by Trainer or Owner
 - a. The Owner will indemnify the Club for any costs and expenses incurred in respect of the maintenance and upkeep of the Horses in the event that the Trainer fails to pay the Club such costs and expenses.
 - b. The Owner and Trainer will indemnify the Club for any legal and other costs incurred by the Club in the enforcement of the terms of this Agreement.

- c. The Owner will arrange for the removal of the Horses from the Club's premises within fourteen (14) days of receipt of a notice from the Club to do so (the "**Removal Notice**").
 - d. Where the Horses are not removed in accordance with a Removal Notice, the Owner will be deemed to have abandoned the Horses. In such event, all proprietary interests and legal rights relating to the Horses will vest in the Club and the Club will be entitled to do whatever it deems necessary in respect of the Horses, including but not limited to removing, selling, or if deemed necessary for medical reasons as certified by the Veterinary Surgeon, putting down the Horses. The Owner will not be entitled to receive any revenue from the sale of the Horses nor shall the Owner have recourse against the Club arising from the Club's actions taken in respect of the Horses.
 - e. The Owner agrees to grant the Club a lien over the Horses. The lien will entitle the Club to withhold the release of the Horses or any number of them until the Owner: (i) makes full payment of all outstanding costs, expenses, fees and taxes incurred by the Club for the upkeep and maintenance of the Horses; or (ii) provides the Club with security that is acceptable to and sufficient for the Club in exchange for a release of the Horses.
10. No variation or waiver unless in writing:
- a. No failure or delay by the Club in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
 - b. No waiver or purported waiver of any provision of this Agreement by the Club shall be effective unless it is given in writing and signed by and on behalf of the Club.
 - c. No variation or purported variation to or amendment or purported amendment of this Agreement shall be effective unless made in writing and signed by the parties (including the Club).
11. Notices: All notices, requests, demands, originating processes or other communications given or made in connection with this Agreement shall be made in writing and will be deemed to be personally served on the recipient if delivered personally or sent by prepaid ordinary post to the intended recipient at the addresses of the parties set out in this Agreement. Any notice, request, demand, originating process or communication shall be deemed to have been duly and sufficiently personally served:
- a. If given by hand or sent via electronic mail, immediately; or
 - b. If given or made by post, seven (7) business days after posting, and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
12. Governing Law and Jurisdiction: This Agreement is governed by the Laws of the Republic of Singapore. The parties (i.e., the Club, the Trainer and the Owner) submit to the exclusive jurisdiction of the Singapore Courts in relation to or in connection with any dispute arising from

the terms or subject matter of this Agreement (including any dispute relating to the expatriation and/or abandonment of any of the Horses).

The Trainer and Owner have signed this Agreement on the _____ day of _____ 2023.

SIGNED BY TRAINER OF THE HORSE(S)

Signature : _____
Name : _____
NRIC/FIN No: : _____
Address : _____

SIGNED BY OWNER OF THE HORSE(S)

Signature(s) : _____
Name(s) : _____
NRIC / Passport /
FIN / Co. Reg. No(s). : _____
Address(es) : _____
