

## **RACECOURSE BETTING COMPLIANCE LIMITED**

### **TRANSFER OF LIST POSITION BY PRIVATE SALE**

This document sets out the terms and conditions which govern the transfer of a list position by private sale where Racecourse Betting Compliance Limited (**RBC Ltd**) has been appointed by the owner or operator of a racecourse to administer the sale.

The vendor and purchaser both acknowledge and agree that entry of on-course bookmakers to any racecourse is subject to:

- i) the purchaser signing and completing a licence with the owner or operator of that racecourse ("**Licence**");
- ii) the purchaser complying with the Licence;
- iii) the purchaser complying with the applicable racecourse's terms and conditions of entry including Special Conditions E in force from time to time, which are available for reference at every badge box and are posted on the RBC Ltd. website at ([www.rbc-uk.com](http://www.rbc-uk.com));
- iv) the payment of the transfer registration fee; and
- v) the vendor paying the Racecourse Commission (as defined below).

The purchaser acknowledges and agrees that it has reviewed and agrees to the terms and conditions of the Licence prior to purchasing the list position and is aware that any list position transferred will be subject to the position allocation provisions set out in the Licence.

Completion of the Licence is subject to the completion of the procedure for contracting out of the security of tenure provisions in the Landlord and Tenant Act 1954 (LTA). The procedure is described below to ensure the purchaser is aware of the time-table for completing the process and signing the Licence. The owner or operator of the racecourse will serve a notice with the standard form reference "LTBT1" on the purchaser stating that sections 24 to 28 of the LTA 1954 will not apply together with the Licence. The purchaser then needs to acknowledge receipt of form LTBT1, which may be done by either:

- i) making a simple declaration using the standard form with the reference "LTBT2", note that the purchaser has to **wait at least 14 days after the date that the LTBT1 is received by the purchaser before completing form LTBT2 and signing the Licence** (and therefore being allowed entry to the racecourse); or
- ii) if the purchaser does not or cannot wait **at least 14 days** to complete the Licence, the bookmaker has to swear a statutory declaration in the standard form with the reference "LTBT3" in front of an independent solicitor or commissioner for oaths instead of a simple declaration (form LTBT2).

By signing this transfer document and effecting the transfer of a list position ("**Transfer**") both the vendor and purchaser agree that they have no recourse against The Racecourse Association, the owners or operators of racecourses or RBC Ltd in respect of any loss or damage arising in connection with this Transfer.

A Transfer shall not be completed, and RBC shall not update the relevant bookmakers list to reflect the Transfer until:

## RACECOURSE BETTING COMPLIANCE LIMITED

11 Longbow Close, Pennine Business Park, Bradley, Huddersfield, West Yorkshire, HD2 1GQ

Tel: 01484 544469 Email:mainoffice@rbc-uk.com www.rbc-uk.com

Registered in England No. 14298494

- i) this transfer document has been executed by both the vendor and the purchaser;
- ii) the purchaser has signed and completed the Licence;
- iii) the transfer registration fee has been received in cleared funds by RBC Ltd;
- iv) the Racecourse Commission (as defined below) has been received in cleared funds by RBC Ltd or the owner or operator of the racecourse (as the case may be).

RBC Ltd., The Racecourse Association or the owners or operators of any racecourse exclude any liability for any loss or damage sustained as a result of direct payments made between the vendor and purchaser.

Please complete the details below:

<b>VENDOR</b> Bookmaker Name (as shown on Operating Licence), Trading Name, Company Number and Correspondence Address	<b>PURCHASER</b> Bookmaker Name (as shown on Operating Licence), Trading Name, Company Number and Correspondence Address
Contact Tel. No.	Contact Tel. No.

### **List Position(s) to be transferred at the Racecourse**

Racecourse \_\_\_\_\_

Code (NH/Flat/AWT)\_\_\_\_\_

<b>Ring</b>	<b>List Position Number</b>	<b>Transfer Value</b>

The vendor and purchaser warrant that the transfer value set out in the table above ("**Transfer Value**") is the full and true price paid for the transfer of the list position under this Transfer and that no other consideration of any kind was or is payable in respect of the Transfer. RBC Ltd. shall have the right to disclose details of the Transfer including the Transfer Value to The Racecourse Association, the owner or operators of racecourses and other bookmakers.

### **Fees and Racecourse Commission**

#### **1 Racecourse Commission**

The vendor shall pay the owner or operator of the racecourse an amount equal to the percentage of the Transfer Value set out in the relevant Licence in respect of a transfer of

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a list position plus, where set out in the Licence, applicable Value Added Tax ("Racecourse Commission") which shall be:

Racecourse Commission £\_\_\_\_\_ +VAT\_\_\_\_\_ = Total \_\_\_\_\_

### 2 Purchase Price

The purchaser shall pay the vendor the Transfer Value for each list position sold under this Transfer plus any applicable Value Added Tax, which amount is set out as follows:

Total of Transfer Values for list positions sold £\_\_\_\_\_

### 3 Transfer Registration Fee

The transfer registration fee of £40 plus applicable Value Added Tax for the registration of each list position will be paid direct to RBC Ltd in accordance with the terms of the relevant Licence.

Transfer Registration Fee £\_\_\_\_\_ +VAT\_\_\_\_\_ = Total \_\_\_\_\_

### Declaration of Vendor

I confirm that (a) I am the holder of the above list position(s) to be transferred; (b) I have an extant Licence with the relevant racecourse(s) which shall be terminated following registration of the Transfer; (c) I will pay the Racecourse Commission; and (d) I have undertaken all due diligence in respect of this Transfer and the Licence.

Signature of Vendor \_\_\_\_\_ Date \_\_\_\_\_

### Declaration of Purchaser

I confirm that (a) I am the purchaser of the above list position(s) and agree to sign, complete and comply with the terms and conditions of the Licence and comply with the racecourse's terms and conditions of entry including Special Conditions E; (b) I will pay the Fee and Transfer Registration Fee; (c) I have undertaken all due diligence in respect of this Transfer and the Licence; and (d) I have a valid operating licence from the Gambling Commission in accordance with Part 5 of the Gambling Act 2005 and am registered with RBC Ltd for an identification card.

Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_

**Note: Third party signatures signing on behalf of the Vendor or Purchaser where the Vendor or Purchaser is an individual rather than a company or partnership must be accompanied by a power of attorney.**

OFFICE USE		Paid by	Method of Payment
Owner Confirmed	TRF		
SLX Transfer Date	Comm		
Transferred by	Refund		