

DEED OF GIFT BETWEEN

1 []* of []* ("the Donor"); and

2 []* of []* ("the New Owner")

WHEREAS

The Donor is the owner of the thoroughbred named [] having passport number [] ("the Horse")

The Donor hereby unrestrictedly gifts the Horse to the New Owner and the Donor relinquishes all rights to the Horse unless any limiting conditions are stated below:

[for example the Donor may wish to state here that the horse is not to event or be used as a hunter. However, whilst this will set down the intentions and hopefully encourage the new owner to comply, it is unlikely that a court would enforce such a limitation. If there are limitations the Donor wishes to impose, the Donor should consider whether a loan is more appropriate.]

The New Owner acknowledges that he has had sufficient opportunity to examine and to try the Horse

[The New Owner acknowledges that he has had a pre-gift veterinary examination carried out on the Horse] or

[The New Owner acknowledges that he has the right to arrange at his own cost a pre-gift veterinary examination of the horse and that the Donor offered to make the Horse available for such. The New Owner has chosen of his own accord not to exercise this right.]

The Donor makes no warranty as the fitness or performance of the Horse nor as to the future fitness or performance of the Horse nor the suitability of the Horse for the New Owner.

The Donor hereby warrants that he [is the legal owner of the Horse and] has the right to gift the Horse.

The New Owner undertakes to register his ownership with Weatherbys as the Passport Issuing Organisation for the Horse.

[The Donor and the New Owner have contemporaneously entered into a Non Racing Agreement to be registered in accordance with the BHA rules of racing] or [The New Owner acknowledges that the Horse is the subject of a Non Racing Agreement registered with the British Horseracing Authority]

[The New Owner shall not sell, lease, hold on trust for another or otherwise dispose of the whole or of any part of the Horse without the prior written consent of the Donor] [delete if

not applicable. Note if a Non-Racing Agreement has been entered into then only use this clause if clause 3.2 of the NRA has been ticked as well]

This document [and the Non Racing Agreement] comprises the entire agreement between the parties in relation to the gift of the Horse.

Words denoting any gender shall include a reference to each other gender.

The law governing this agreement shall be the Law of England.

Signed as a Deed by the Donor _____

In the presence of:
Witness signature _____

Witness name _____

Witness address _____

Witness occupation _____

SIGNED as a Deed by the New Owner _____

Witness signature _____

Witness name _____

Witness address _____

Witness occupation _____