# **LOTTERY SYNDICATE AGREEMENT**

This agreement is suitable for setting up a syndicate for the purpose of collaborating and contributing towards a group fund which will be used to purchase lottery tickets and/or scratch cards on behalf of the whole group, any winnings from which will be divided amongst the members of the group.

# THIS AGREEMENT IS MADE ON THE 10th January 2017

(Date)

#### **BETWEEN**

"The Members", who are those persons who have subscribed their names and signatures at the end of this document.

#### 1. Interpretation

1.1. Except where the context requires otherwise, words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing the sole shall include the corporate and vice versa.

## 2. The Syndicate

- 2.1. The Members hereby agree to contribute money to a collective fund ('the Fund'), which will be used to purchase entries into lottery draws, and to share the proceeds or winnings from any such draws in accordance with the terms of this agreement.
- 2.2. The syndicate name shall be *The Longham White Horse Lottery Syndicate*
- 2.3. The syndicate manager ('The Manager') shall be **Barry White**.
- 2.4. The Manager appoints **<u>David Smith</u>** to act as his agent for the purposes of purchasing tickets as specified in section 3 below.

#### 3. The Lottery Draws

3.1. The Fund shall be used to purchase the following entries in the following draws:

#### **Euromillions Each Friday By Lucky Dip**

(Provide details of the names of the draws which will be entered, on which days and how often. Are specified or random numbers to be used?)

3.2. The first draw which is to be entered after the signing of this agreement is

# Friday 13th January 2017

(When do you want to begin playing?)

3.3. From time to time the Manager or his agent may agree to purchase additional entries where the Fund contains surplus monies.

# 4. Subscriptions

- 4.1. The calendar monthly subscription due from each Member ('the Subscription') shall be £5.
- 4.2. It is the responsibility of each Member to give the Manager his subscription for draws to be made during any calendar month prior to the first day of that calendar month.

# 5. Distribution of Winnings

- 5.1. Without prejudice to any other provision of section 5, the entitlement to proceeds or winnings from any given draw shall be shared equally amongst the Members.
- 5.2. Proceeds and winnings from any given draw will be held in the Fund.
- 5.3. From time to time, and without prejudice to 3.3 above, the Members may agree to distribute any accumulated surplus monies which the Fund contains.
- 5.4. Where any Member fails to pay the Subscription which is due in respect of any given draw by the time agreed in 4.2, then he shall not be entitled to any share in the proceeds or winnings of that draw.
- 5.5. Any new member joining will not be entitled to a share of any winnings or proceeds from draws taking place prior to the first draw to which he has paid a subscription.
- 5.6. Without prejudice to 3.3, or any other provision of section 5 above, any member leaving the syndicate will be entitled to his share of the accumulated fund. Entitlement to future winnings or proceeds from the syndicate will cease at the time of the last draw to which he has paid a subscription.

#### 6. Responsibilities of the Manger

- 6.1. The Manager shall be responsible for
  - a) Collecting the monthly Subscription from each Member.
  - b) Collecting any winnings or proceeds and distributing them in accordance with this agreement. Any winnings and proceeds shall be held by the Manager on trust for the benefit of all Members who are entitled to a share under this agreement.
  - c) The Manager will be responsible for purchasing entries into the draws set out in section 3.
- 6.2. The Manager shall not be personally liable for any claim for damages arising out of this agreement or relating to any failure by the Manager or The Secretary to perform his duties, provided that he has acted honestly, reasonably and in good faith.

## 7. Miscellaneous Provisions

This Agreement shall be construed and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

# IN WITNESS OF WHICH the Members have signed their names on this day:

(1)			£5	
(+)	(Name)	(Date)	(Monthly Contribution)	(Signature)
(2)			<u>£5</u>	
(=)	(Name)	(Date)	(Monthly Contribution)	(Signature)
(3)			£5	
(-)	(Name)	(Date)	(Monthly Contribution)	(Signature)
(4)			<u>£5</u>	
( )	(Name)	(Date)	(Monthly Contribution)	(Signature)
(5)			<u>£5</u>	
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(6)			<u>£5</u>	
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(7)			<u>£5</u>	
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(8)			<u>£5</u>	
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(9)			<u>£5</u>	
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(19)		<u> </u>	<u>£5</u>	
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(20)			<u>£5</u>	
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(26)			<u>£5</u>	
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(27)			<u>£5</u>	
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(28)			<u>£5</u>	
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(29)			<u>£5</u>	
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(32)			<u>£5</u>	
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(36)			£5	
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(37)			£5	
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(38)			£5	
(30)	(Name)	(Date)	(Monthly Contribution)	(Signature)
(39)			£5	
(3)	(Name)	(Date)	(Monthly Contribution)	(Signature)
(40)			£5	
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