

TP

2018/19



Racing NSW
Level 7, 51 Druitt Street
Sydney NSW 2000
Ph: (02) 9551 7500
Fax: (02) 9551 7587
ABN: 86 281 604 417

TRAINERS PARTNERSHIP LICENCE

(From 1 July 2018 to 30 June 2019)

Licence Fee: Nil

1 Partners

Partner A

SURNAME:

GIVEN NAMES:

Partner B

SURNAME:

GIVEN NAMES:

Partner C

SURNAME:

GIVEN NAMES:

2 Partnership contact details

POSTAL ADDRESS:

SUBURB:

STATE: POSTCODE:

BUSINESS NO:

FAX NO:

EMAIL ADDRESS:

3 Principal NSW Stable Address

STABLE ADDRESS:

SUBURB:

STATE: POSTCODE:

NO. OF STABLES: YARDS:

TRAINING VENUE (Racecourse)

OFFICE USE ONLY

Date Received	Application Approved	HORSES:	IRIS:
---------------	----------------------	---------	-------

Additional NSW Stable Addresses (if applicable) – list the Principal NSW Stable Address 1st

4

Address	No. of Stables	No. of Yards	Training Venue

Licence Details – list Licence details in another State or Country

5

Is this partnership licensed or applying for a Trainers partnership licence in another State or Country	No <input type="checkbox"/> Yes <input type="checkbox"/>
---	--

If Yes complete the following

State/Country	Training Venue

6

Trainer Responsible for Stables: (to complete only if application includes additional stable/s at a separate training venue)

Trainer	Additional Stable Address

7

Business details – see condition A (iv) – the business entity must be either a company or a partnership and must have an ABN)

AUSTRALIAN BUSINESS NO:

Are you registered for GST for racing purposes?	No <input type="checkbox"/> Yes <input type="checkbox"/>
---	--

Where the participant has declared they are not registered for GST, this form is a declaration that their racing interests are of a Hobby Nature only. Where the Licensee is GST Registered, the following agreement is given:

- The Recipient may issue Tax Invoices in respect of the specified supplies
- The Supplier will not issue Tax Invoices in respect to those supplies
- The Supplier acknowledges that it is registered when it enters into the agreement and that it will notify the Recipient if it ceases to be registered
- The Recipient acknowledges that it is registered when it enters into the agreement and that it will notify the Supplier if it ceases to be registered

And to avoid Withholding Tax (46.5%) being deducted from your prizemoney please declare if GST Registered or Hobbyist.

8

Bank Account Details (payment of prizemoney – see condition A (v) - there must be one nominated partnership bank account)

BANK NAME:

BSB (must be 6 digits): -

ACCOUNT NO (max 9 digits):

ACCOUNT NAME:

Read and tick the applicable box in section 17 Compulsory Public Liability and Professional Indemnity Insurance:

9

As part of its broader insurance strategy to protect industry participants, Racing NSW requires all trainers to have Public Liability and Professional Indemnity insurance as part of their licence requirements.

To allow NSW trainers to aim for the best cover at the best competitive market price, the New South Wales Trainers' Association (NSWTA) wishes to act on behalf of all NSW trainers to negotiate Public Liability and Professional Indemnity insurance for 2018/2019. To do this, NSWTA needs your permission to:

- act on your behalf; and
- In regard to the NSWTA policy, Racing NSW **will collect base fee charges with licence renewals and per starter activity premium charges after 31 July 2018 to cover the cost of your policy.**

IF YOU WANT THE NSWTA TO NEGOTIATE AND ARRANGE YOUR COMPULSORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE FOR 2018/2019 ON YOUR BEHALF, TICK THE BOX "I APPOINT NSWTA TO ACT ON MY BEHALF".

IF YOU DO NOT WISH FOR NSWTA TO NEGOTIATE AND ARRANGE YOUR COMPULSORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE FOR 2018/2019 ON YOUR BEHALF, TICK THE BOX "I WILL MAKE MY OWN INSURANCE ARRANGEMENTS".

Note: In regard to the previous policies arranged by the Australian Trainers Association, Racing NSW:

- has **not** been involved in the negotiation or placement of the ATA policy; and
- **will not be collecting premium instalments** (base fee charges with licence renewals and per starter activity premium charges) for any policy other than **NSWTA**

**** Please note – Trainers who choose to make their own arrangements are still required to pay the base fee up front with their licence renewal. Those who choose this option and provide proof of having obtained appropriate cover will have the base fee refunded to their Stakes Payment Account. Renewal applications from Trainers that do not include payment of the base fee will not be processed.**

**AUTHORITY FOR NSWTA TO ACT ON MY BEHALF
(Public Liability & Professional Indemnity Insurance)
(Open to all trainers whether members or non members)**

I appoint NSWTA to act as my agent for the purposes of negotiating and entering into a contract of Public Liability & Professional Indemnity Insurance as my representative and on my behalf, and hereby authorise NSWTA to disclose my claims history to any prospective insurer and any agent, broker or other intermediary for the purposes of procuring a contract of Public Liability and Professional Indemnity Insurance as my representative and on my behalf.

I APPOINT NSWTA TO ACT ON MY BEHALF

If you tick this box, NSWTA will arrange your insurance and RACING NSW will deduct Starter Fees to cover payments as in previous years.

OR

I WILL MAKE MY OWN INSURANCE ARRANGEMENTS

If you tick this box you will need to:-

- MAKE YOUR OWN ARRANGEMENTS TO OBTAIN THE COMPULSORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE COVER FOR THE MINIMUM PERIOD 1 AUGUST 2018 – 31 JULY 2019; AND
- MAKE YOUR OWN PAYMENT ARRANGEMENTS TO MAINTAIN SUCH COVER; AND
- PROVIDE EVIDENCE TO RACING NSW THAT YOU HOLD SATISFACTORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY POLICY FOR THE MINIMUM PERIOD 1 AUGUST 2018 – 31 JULY 2019, IN ORDER TO CONTINUE TRAINING BEYOND 31 JULY 2018 AND TO RECEIVE A REFUND OF YOUR BASE PREMIUM

NSWTA will also arrange the compulsory Personal Accident Insurance except where trainers make application to be exempted from the monthly PA charges by providing evidence of acceptable and satisfactory like cover

A. TERMS AND CONDITIONS OF LICENCE

- i) If any of the trainers do not currently have a license or permit to train as a professional a separate application for a license or permit to train will have to be made. This may be submitted at the same time as the application to train in partnership.
- ii) Each application to train in partnership shall be accompanied by a letter from the owner's of the racecourse confirming that permission to train on such racecourse shall be granted to the partnership, and jointly to the members of such partnership, if the application for licence is successful. If the partnership should dissolve in the future, and a new application is made by a member of the partnership for a trainer's licence either as an individual, or in another partnership, a new letter granting specific permission from the owners of the racecourse is required.
- iii) The business of the training partnership must have Workers Compensation insurance and any other insurance as is required by law. If the business of the training partnership is required to obtain a policy in respect of its Workers Compensation liabilities, that policy must be obtained in accordance with the Local Rules of Racing.
- iv) When trainers are training in partnership under the Rules of Racing there is an association between them whereby they take equal responsibility for the training of horses under the Rules. The term "partnership" does not describe the business relationship between those persons. The persons must train horses on behalf of a business entity (the supplier) set up for that purpose. The business entity must be either a company or partnership and must have an ABN.
- v) All stakes payments earned by the training partnership will be made to the nominated partnership bank account. For those who register for GST, under the stakes payment system the racing industry provides Recipient Created Tax Invoices to trainers. If you do register, any stakes payment to you will include a GST component.

B. RULES and POLICIES

The trainers as detailed in section 1 ("**the Applicants**"), acknowledge and agree to be subject to and be bound by :

- (a) the Australian Rules of Racing and the Racing NSW Local Rules of Racing as amended from time to time; and
- (b) such policies and regulations as may from time to time be formed, made or given by the Racing NSW Board ("**Board**") and such directions as given from time to time by the Stewards of Racing NSW ("**Stewards**").

C. PRIVACY

Privacy and the use, collection and disclosure of your personal information

The Principal Racing Authorities collect information about you when you submit this Application and in the course of related enquiries made of third parties for the purposes of the Thoroughbred Racing Act 1996 (NSW). The Principal Racing Authorities will use that information to assess your application and, if registration is approved, your ongoing status as a licensed person. To do that, the Principal Racing Authorities may disclose your information to third parties such as your employers (past, present or prospective), other racing bodies, appeal bodies, wagering service providers, industry associations and government enforcement agencies if the Principal Racing Authorities believe that the disclosure is reasonably necessary for your ongoing status as a licensed person or to enable PRAs to fulfil their regulatory responsibilities and/or promote and protect the integrity of the sport to ensure compliance with the Rules of Racing.

You do not have to supply the information requested in this application, but if the information (or any part of it) is not provided your application may be rejected. You can gain access to and request that corrections be made to information held about you by the Principal Racing Authorities. By completing and submitting this application, you authorise the Principal Racing Authorities to collect, use and disclose information about you for the purposes described in this notice, including the usual publication of such information in race books, racing calendars and other publications that can include (but are not limited to) websites.

Note: All new licence applicants are subject to Criminal History Record checks. Existing licensees may also be requested to undergo such checks. The information contained in these records may lead to the licence application being refused.

D. REQUIREMENT FOR LEGAL ADVICE

Prior to being granted permission to train in partnership, the training partners are required to receive legal advice as to the effect of the provisions of AR80G, particularly in regard to penalties under the Rules of Racing. In general, the following points should be noted:

- All trainers in a partnership are equally responsible under the Rules for the training of all race horses trained in the partnership.
- Where a breach of the Rules has been committed by one trainer and not the others (e.g. prohibited substance), all trainers are automatically deemed responsible and may be penalised as though they had all committed the breach.
- The only circumstances when all trainers may not automatically be held responsible for a breach of the Rules is where the breach of the rules doesn't relate to training

The above points are general, plain-English statements about the effect of AR80G and are not intended to replace your own legal advice. **Your application cannot be considered where the declarations have not been signed by all trainers as well as their legal advisor(s).**

E. APPLICANTS CONSENT AND ACKNOWLEDGEMENT

The Applicants hereby apply for Permission to Train in Partnership.

1. The partners separately and collectively acknowledge and agree to be subject to and be bound by:

- a) The Rules of Racing of each Principal Racing Authority in which he/she trains as amended or varied by each Principal Racing Authority from time to time;
- b) The terms and conditions of licence and licence acknowledgements as published by each Principal Racing Authority
- c) Such rules and directions as may from time to time be formed, made or given the directors for each Principal Racing Authority ("**Directors**"), the stewards of each Principal Racing Authority ("**Stewards**") or the officials of any racing club registered by each Principal Racing Authority to conduct thoroughbred racing under the Rules ("**Club**")
- d) The trainer submits to the non-exclusive jurisdiction of each Principal Racing Authority, its officials and Stewards in respect of all matters arising in relation to racing in the State or Territory of that Principal Racing Authority.
- e) That each Principal Racing Authority does not give any warranty as to the suitability and/or safety of the premises, track, and training or other facilities owned or occupied by any Race Club, Association or other entity connected with horse racing, and that I must at all times satisfy myself as to the fact that such premises, track, training or other facilities are appropriate, fit for purpose and without obvious defect.

- f) Not to make any public statement or comment concerning any matter currently the subject of investigation or hearing by a Principal Racing Authority, or the Stewards, Committee or Appeals panel or other body authorised by each.
- g) That I will, on request, permit the Stewards to enter and inspect my property and to exercise their powers under the provisions of AR 8(B), 8(C), and 8(D) and expressly consent to the production to the Stewards of records (including confidential records) held by service providers, including but not limited to veterinarians.
- h) That I shall not be exempted from personal liability arising under the Rules of Racing for or by any reason whatsoever.
- i) For those Trainers who ride trackwork, to as directed by the Stewards provide any sample either prior to or subsequent to riding in any track work for the purpose of detecting any substance banned under the Rules.
- j) To adhere to as a minimum, the "Horse & Greyhound Training Award 2010 (Commonwealth)", and to keep wages and payment records for all employees and persons engaged under contract for service and make those records available for inspection when required by Racing NSW.
- k) The requirement to have satisfactory and current insurances of the type as reasonable may be required by the Principal Racing Authority, including but not limited to Workers Compensation, Public Liability & Professional Indemnity, Personal Accident insurances..
- l) That I will make written application and obtain approval from Racing NSW before stabling any horse in my care at any address other than at my registered stable premises.
- m) That any information provided in this application may be shared with the Racing NSW Insurance Fund for the purpose of administering any workers compensation claim lodged by me or any person claiming to be my employee and that the Racing NSW Insurance Fund is authorised to provide any information regarding any workers compensation claim lodged by me to the Licensing Department of Racing NSW for the purpose of assessing my continuing eligibility or fitness to hold a licence.
- n) Subject to AR.195A(2) if a licensed person is disqualified his or her licence immediately ceases and determines and he or she must make application to the Principal Racing Authority to be relicensed.
- o) A disqualified person is and remains bound by, and subject to, the Rules for the period of his or her disqualification.

10

DECLARATION OF TRAINERS

Important note: The Applicants must complete this section. The application cannot be considered where this section has not been signed and completed by all Applicants.

For the purpose of my application to train in partnership, I acknowledge the general effect of the Rules of Racing and Conditions of licence including but not limited to the effect of AR80G with regard to penalties under the Rules of Racing as summarised above. I have received legal advice in relation to this matter from the lawyer named below and have had the effect of AR80G explained to me by that lawyer.

Signed (Partner 1)..... Print name.....

Signed (Partner 2)..... Print name.....

Signed (Partner 3)..... Print name.....

11

DECLARATION OF LAWYER(s)

I have advised the above named trainer(s) in relation to the effect of AR80G with regard to penalties under the Rules of Racing.

..... (Signature) (Signature) (Signature)
..... (Lawyer name) (Lawyer name) (Lawyer name)
of..... An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004	of..... An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004	of..... An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004
..... Name(s) of Trainer(s) advised Name(s) of Trainer(s) advised Name(s) of Trainer(s) advised
..... Date Date Date