

## STANDARD TRAINING AGREEMENT

### INDEX

	Page No.
1. How this Agreement applies to you .....	2
2. The rights and obligations of the trainer .....	3
3. Training fees and the Fees Notice .....	4
4. Payment for Training Services .....	5
5. The Training Disputes Tribunal (TDT) .....	6
6. Facilitating payment following a decision of a TDT – Other rights and obligations .....	8
7. Transfer of the horse between Trainers, or an interest in the horse between Owners – Further rights of a Trainer .....	9
8. Payment default – Other rights and remedies of the Trainer .....	10
9. The Trainer’s right to share in prizemoney and other payments ...	11
10. Insurance .....	11
11. Termination .....	12
12. The effect of other agreements, and clauses to be severable .....	12
13. Notices .....	12
Schedule 1 – The Dictionary .....	14



# STANDARD TRAINING AGREEMENT

## 1. HOW THIS AGREEMENT APPLIES TO YOU

- 1.1 The provision of Training Services by the Trainer to the Owner is subject to this Agreement, which is to apply between the Trainer and Owner as from the commencement date of the Racing Australia's Trainer and Owner Reforms (**TOR**) on 1 May 2017.
- 1.2 The parties agree to be bound by the Rules of Racing, as amended from time to time.
- 1.3 The terms of this Agreement can be excluded, varied or added to by agreement in writing between the Trainer and the Owner, except that cannot be done in a way which excludes or limits the operation of any provision of this Agreement which embodies or mirrors a requirement of the Rules of Racing. This Agreement applies to the arrangements of all Trainers (and training partnerships) with owners in relation to the provision of Training Services. Further, where the Trainer provides Training Services through a company or other business structure (including for the purpose of the billing of Training Fees and/or Training Disbursements), that company or other business structure through which the Trainer or training partnership provides Training Services will be bound by this Agreement, and the Trainer is deemed, to the extent relevant, to be the authorised agent of that company or business structure. That means the operation of the TOR (including this Standard Training Agreement) cannot be avoided on account of the Trainer or a training partnership providing Training Services through a corporate entity or other business structure which is not licensed or registered by a PRA.
- 1.4 This Agreement is governed by the laws of the State or Territory in which the Trainer is registered to train racehorses, and if the Trainer is registered in more than one State or Territory, by the State or Territory in which the Horse is trained based upon the most recent Stable Return lodged by the Trainer with Racing Australia in respect of the Horse.
- 1.5 Where there is more than one Owner of the Horse, this Agreement binds all Owners severally, but not jointly.
- 1.6 In the event of any inconsistency between this Agreement and the Rules of Racing, the Rules of Racing prevail to the extent of the inconsistency.
- 1.7 Words or phrases in this Agreement have the meaning given to them in the Dictionary which is Schedule 1 to this Agreement and forms part of this Agreement.
- 1.8 In this Agreement headings and bold typing are for convenience only and do not affect interpretation and, unless the context otherwise requires:
  - (a) A reference to a word includes the singular and the plural of the word and vice versa;
  - (b) A reference to a gender includes any gender;
  - (c) If a word or phrase is defined, then other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
  - (d) A term which refers to a person includes a person in any capacity, a body corporate, an unincorporated body (for example some joint ventures, a society or association), a trust, or a partnership.

## 2. THE RIGHTS AND OBLIGATIONS OF THE TRAINER

- 2.1 The Trainer agrees to care for, train, stable, feed, exercise and arrange appropriate treatment for the Horse in accordance with the Rules of Racing and to the standard of a reasonable Trainer in the Australian thoroughbred racing industry.
- 2.2 The Trainer (or an authorised representative of the Trainer) must:
- (a) Care for and train the Horse in accordance with the Rules of Racing and to enable it to race to the best of its ability;
  - (b) Train the Horse with due care, skill, and diligence with reference to industry practice in the thoroughbred racing industry in Australia; and
  - (c) Periodically and in a timely manner report to the Owner about the welfare, progress, and performance of the Horse, at a minimum and without limitation:
    - (i) When the Horse enters the Trainer's stable for training;
    - (ii) When the Horse departs the Trainer's stable for agistment (including by identifying the place of agistment);
    - (iii) When the Horse transfers to another stable of the Trainer, or interstate, or to another Trainer, or to a selling agent;
    - (iv) When the Horse is nominated for or accepted for a trial or a race;
    - (v) When the Horse suffers a material injury or illness, requires veterinary treatment, or dies; and
    - (vi) By providing a post trial or post race report within a reasonable time of the completion of either.
- 2.3 A report in relation to any of the matters set out in clause 2.2(c) above may be provided in any comprehensible form including:
- (a) Verbally in person;
  - (b) By telephone (including by leaving a voicemail);
  - (c) In written form (including by post, email, text message or facsimile).
- 2.4 Subject to clause 2.5, the Trainer has the right to engage a qualified person considered by the Trainer to be appropriate and/or necessary to attend to the Horse, including a veterinarian, farrier, horse dentist, horse chiropractor, horse acupuncturist, or water walker therapist.
- 2.5 If the cost of any scheduled treatment event for the Horse (including veterinary or surgical treatment) is in the reasonable opinion of the Trainer expected to exceed \$2000 (including GST), the Trainer must obtain the approval of the Managing Owner before arranging that treatment.
- 2.6 The Trainer has the right to nominate, enter, accept, scratch or withdraw the Horse from any race or trial as the Trainer thinks fit, except:
- (a) If the Trainer comes to a separate agreement in relation to any of those matters to the contrary with the Managing Owner;

- (b) If the amount of a fee associated with the nomination, entrance, acceptance, scratching or withdrawal of the Horse exceeds \$2000 (including GST), the Trainer must seek approval from the Managing Owner in relation to its payment. If a Managing Owner does not respond within a reasonable time of that request for approval, the Trainer may proceed and will not be liable for doing so, including in relation to the payment of any fee referred to in this clause.
- 2.7 The Trainer is not required to nominate, enter or accept in relation to the Horse if, despite having made requests of the Managing Owner to be put into funds for the cost of the relevant nomination, acceptance or entry, that does not occur prior to the time for nomination, entry, or acceptance.
- 2.8 The Trainer will engage and instruct the race jockey unless prior agreement to the contrary is made between the Trainer and the Managing Owner.
- 2.9 The Trainer is entitled to accept the instructions of the Managing Owner as representing all Owners, except in relation to the proposed gelding, sale or retirement of the Horse, in which case the Trainer must inform all Owners and obtain confirmation of the consent of more than 50% of the ownership equity of the Horse.

### **3. TRAINING FEES AND THE FEES NOTICE**

- 3.1 Within 14 days of being appointed Trainer by the Managing Owner of the Horse (and within 14 days of the Commencement Date of the TOR in the case of existing trainer/owner arrangements), the Trainer must provide to the Managing Owner a written notice of the Training Fees and Training Disbursements the Trainer proposes to charge (**Fees Notice**) which must set out:
  - (a) The Daily Training Fee itemised by category of service or item provided as part of that fee;
  - (b) The anticipated Training Disbursements by name of service and provider;
  - (c) The anticipated Direct Payment Disbursements by name of service and provider;
  - (d) Any additional fees the Trainer proposes to charge the Owner including bonuses for winning races, or commissions on the sale of the Horse; and
  - (e) Whether the Trainer proposes to charge interest on any unpaid Training Fees and/or Training Disbursements, which the Trainer may do from the day after an amount falls due and payable up to an interest rate not more than the rate prescribed from time to time for pre-judgment interest in the Supreme Court of the State or Territory whose law governs this Agreement pursuant to clause 1.4 of it.
- 3.2 If the Managing Owner does not object to the Trainer within 14 days after being provided with a Fees Notice, the basis for providing the Training Services recorded in it is deemed to have been accepted by the Owner.
- 3.3 The Trainer will take all steps practicable to invoice the Owner for the Training Fees and Training Disbursements monthly in arrears, including in respect of any GST.

3.4 The Trainer can seek to vary the Fees Notice on 14 days' notice to the Owner of the proposed variation. Unless the Owner objects to the proposed variation within 7 days of receiving that notice or terminates the agreement to train the Horse, that notice will be effective and bind the parties from the commencement of the next training month after the notice is issued.

#### **4. PAYMENT FOR TRAINING SERVICES**

4.1 Clauses 4 to 7 of this Agreement are directed at prescribing rights and obligations of the Trainer and the Owner in relation to the timely payment of Training Fees and Training Disbursements.

4.2 As a condition precedent to being able to rely on the presumption that an invoice is due and payable to the Trainer at the end of a month as stated in clause 4.4(a) below, the Trainer must provide the Trainer's Invoice (or Invoices) in relation to the Training Fees and/or Training Disbursements to the Owner by the 15<sup>th</sup> day of a calendar month following a period of time in which Training Services were provided.

4.3 If an Invoice is issued in accordance with clause 4.2, the Owner may formally dispute the Invoice (or part of it) by providing a Dispute Notice to the Trainer (with a copy also to Racing Australia).

4.4 If the Trainer issues an Invoice in accordance with clause 4.2:

- (a) unless it is paid by the end of the month in which it is issued, or a Dispute Notice is served by the Owner on the Trainer by the last day of that month, the Invoice is deemed under the Rules of Racing and this Agreement to be due and payable to the Trainer at the end of that month (this being the "presumption of a training debt".)
- (b) Once the presumption of a training debt arises, and until an Owner has paid the relevant Training Fees and/or Training Disbursements to a Trainer, unless Racing Australia considers there are special circumstances warranting another course, the following consequences apply to the defaulting Owner if a Trainer notifies Racing Australia in writing in relation to the default and seeks the benefit of any of the matters identified below:
  - (i) If the defaulting Owner owns 50% or more of the total of the ownership of the Horse, Racing Australia will not process any Stable Return seeking to transfer the Horse to another Trainer;
  - (ii) Racing Australia and/or the relevant PRA responsible for any registration function in respect of the relevant Horse will not register any transfer of the Owner's interest in the Horse; and
  - (iii) Racing Australia will notify the relevant PRA and the PRA will, other than in special circumstances determined in its discretion, freeze the payment of prizemoney to which the Owner would otherwise be entitled, and direct payment of that prizemoney to the Trainer owed the Training Fees and/or Training Disbursements.
- (c) Once Racing Australia accepts a written application from a Trainer pursuant to clause 4.4(b), the consequences stated in subclause 4.4(b)(i) to (iii) will apply until:
  - (i) The relevant Training Fees and/or Training Disbursements which are presumed due and payable in accordance with clause 4.4(a) are paid to the Trainer; or
  - (ii) The Trainer notifies Racing Australia that the Trainer has come to a settlement with the owner in relation to the disputed amount.

- 4.5 (1) The service of a Dispute Notice by the Owner on the Trainer will have the effect that the presumption of a training debt stated in clause 4.4(a) does not arise. In that instance, unless settled by consent, either of the parties may apply in accordance with clause 4.7 to have the dispute heard and determined by the TDT, or alternatively are at liberty to seek to have the dispute determined by a court of competent jurisdiction.
- (2) A Dispute Notice:
- (a) Must be in a form prescribed by the Rules of Racing;
  - (b) Must identify the Invoice/s (or part of the Invoice/s) disputed by the Owner, the amount in dispute, and the grounds for the dispute; and
  - (c) May be served with supporting documentation the Owner intends to rely on in relation to the dispute.
- 4.6 Where a Dispute Notice challenges part of an Invoice, the Owner must pay the part not in dispute by the last day of the relevant month in which the Invoice is issued in accordance with clause 4.2 above (and failing that, the part not in dispute will be deemed due and payable to the Trainer at the end of the relevant month).
- 4.7 Once a Dispute Notice is served by the Owner on the Trainer, each has the right to elect to have the dispute determined by the TDT in the relevant State or Territory whose laws govern this agreement pursuant to clause 1.4 above, by lodging a Notice of Election of Hearing with Racing Australia (with a copy to be provided to the other party to the dispute) within 14 days of the Dispute Notice being served. However a Notice of Election of Hearing will only be valid and accepted by Racing Australia if the Dispute Notice relevant to the dispute was served within 6 months of the date of the Invoice related to the dispute.
- 4.8 A Trainer who fails to issue an Invoice following a period of time in which Training Services were provided by the end of the 15<sup>th</sup> day of the next month must wait until the subsequent month to seek to establish the presumption of a training debt referred to in clause 4.4(a) above (and can then only do so if an Invoice has been provided to the Owner by the end of the 15<sup>th</sup> day of that subsequent month).

## **5. THE TRAINING DISPUTES TRIBUNAL (TDT)**

- 5.1 If the Trainer or Owner elects pursuant to clause 4.7 to have the dispute determined by a TDT, the Trainer or Owner commencing the proceeding must pay the Filing Fee to Racing Australia at the time of lodging the Notice of Election of Hearing with Racing Australia (who will then notify the relevant PRA of the dispute).
- 5.2 When a Notice of Election of Hearing is received by Racing Australia from the Owner or the Trainer, then unless the amount identified as disputed in the Notice of Election of Hearing has been paid by the Owner into the Training Disputes Trust Account pending determination of the relevant dispute:
- (a) If the Owner owns 50% or more of the total ownership of the Horse, Racing Australia will not process any Stable Return seeking to transfer the Horse to another Trainer; and
  - (b) Racing Australia will not register any transfer of the Owner's interest in the Horse.

- 5.3 The TDT of the PRA that is allocated the dispute by Racing Australia may make directions in relation to the preparation of the dispute for hearing as the TDT sees fit, except that a hearing on the papers can only take place if all parties agree to it.
- 5.4 The parties agree that:
- (a) There is no immediate right to legal representation before the TDT; and
  - (b) The TDT may grant leave to the Trainer and/or Owner to be legally represented if in the opinion of the TDT that is warranted having regard to one or more of the following matters:
    - (i) The complexity of the issues arising on the dispute;
    - (ii) The amount disputed;
    - (iii) Whether or not the case is of general importance to the racing industry;
    - (iv) Whether it is fair and just in the circumstances of the case.
- 5.5 The parties agree that:
- (a) the TDT must, other than in exceptional circumstances, determine a dispute before the TDT within 10 days of the hearing of that dispute;
  - (b) The decision of the TDT will be binding on all parties as a decision under the Rules of Racing and this Agreement;
  - (c) the TDT may determine whether Training Fees and/or Training Disbursements must be paid and in what amount, and may also recommend to the relevant PRA that the PRA apply the Rules of Racing against the Trainer and/or the Owner to the extent permitted by the Rules of Racing, in which case it will be a matter for the relevant PRA whether to implement that recommendation;
  - (d) if either party intends to seek to challenge or appeal a decision of the TDT in a court or tribunal, it must provide written notice of that to the other party and the relevant PRA within 7 days of the TDT's decision, and if that is done Racing Australia must not take any action within its powers under the Rules of Racing to facilitate payment (including freezing of prizemoney which may otherwise be payable to the Owner or directing the Owner's prizemoney to the Trainer) until that challenge or appeal is finalised;
  - (e) if notice of an intention to seek to challenge or appeal a decision of the TDT is not given in accordance with clause 5.5(d) above, and the TDT has ordered that an amount be paid to the Trainer in relation to Training Fees and/or Training Disbursements, the Owner must pay the Trainer the amount determined by the TDT within 7 days of the TDT's decision;
  - (f) an unsuccessful party to an application to the TDT must bear the cost of the Filing Fee in respect of the application;
  - (g) further to subrule (f), if the Trainer succeeds before the TDT having elected to take the matter to the TDT and having paid the Filing Fee the unsuccessful Owner must pay an amount equal to the Filing Fee to the successful Trainer by way of reimbursement of it;

- (h) further to subrule (f), if the Owner succeeds before the TDT having elected to take the matter to the TDT and paid the Filing Fee, the unsuccessful Trainer will be required to pay the successful Owner an amount equal to the Filing Fee by way of reimbursement of it; and
    - (i) Other than as provided in clauses 5.5(f) to (h), the parties to a dispute before the TDT must bear their own costs (including any legal costs) in connection with that dispute, except that the TDT retains a discretion to order that costs of a party are to be paid by another in exceptional circumstances (in accordance with the TDT's powers pursuant to the Rules of Racing).
- 5.6 Despite anything in this Agreement, a PRA is entitled to make its own rules and regulations specific to its State or Territory in relation to the role and/or processes of its TDT, provided that they are procedurally fair and are not inconsistent with the overriding purpose of this clause 5, which is to have in place a TDT to impartially and efficiently determine disputes in respect of Training Fees and/or Training Disbursements related to the provision of Training Services.
- 6. FACILITATING PAYMENT FOLLOWING A DECISION OF A TDT - OTHER RIGHTS AND OBLIGATIONS**
- 6.1 Where a TDT makes an award in favour of a Trainer:
- (a) subject to clause 6.2, until the Owner has paid the amount awarded to the Trainer, the following consequences apply to the defaulting Owner:
    - (i) If the Owner owns 50% or more of the total ownership of the Horse, Racing Australia will not process any Stable Return seeking to transfer the Horse to another Trainer;
    - (ii) Racing Australia will not register any transfer of the Owner's interest in the Horse; and
    - (iii) The relevant PRA must, other than in special circumstances to be determined in its discretion, freeze the payment of any prizemoney to the Owner.
- 6.2 The consequences in 6.1(a) will apply until the Training Fees and/or Training Disbursements:
- (a) are paid by the Owner to the Trainer (with that payment notified to Racing Australia); or
  - (b) the Trainer notifies Racing Australia that the Trainer has come to a settlement with the Owner in relation to the relevant Training Fees and/or Training Disbursements, and Racing Australia is satisfied of that.
- 6.3 If 14 days have passed after a decision of a TDT and the Trainer has not been paid by the Owner as required by the decision of the TDT and informs Racing Australia of that, in addition to the consequences stated in clause 6.2 above:
- (a) Racing Australia will notify the Owner, the Trainer and the relevant PRA of that, after which the relevant PRA must, other than in exceptional circumstances to be determined in its discretion, pay any prizemoney to which the Owner is entitled to the Trainer in payment of any Training Fees and/or Training Disbursements outstanding to the Trainer;



- (b) the PRA will retain its powers under the Rules of Racing to take action against the defaulting Owner (including to refuse to accept a nomination for the Horse to race); and
- (c) the Trainer will retain the Trainer's rights under this Agreement (including in clause 8) and at law.

6.4 If a PRA directs prizemoney be paid to a Trainer pursuant to clause 6.3(a) above, but the disputed amount has already been paid or settled as between Trainer and Owner by the time that payment is made to the Trainer, the Trainer agrees to refund the amount paid to it by that PRA to the Owner within 7 days.

## **7. TRANSFER OF THE HORSE BETWEEN TRAINERS, OR AN INTEREST IN THE HORSE BETWEEN OWNERS – FURTHER RIGHTS OF A TRAINER**

7.1 If the Trainer consents in writing to the Horse being transferred to another Trainer or to the sale or transfer of an interest in the Horse from one Owner to another, clause 7.2 does not apply.

7.2 In circumstances where the presumption of a training debt has not arisen, if a Trainer contends that Training Fees and/or Training Disbursements are due and payable to the Trainer, the Trainer may object by written notice provided to Racing Australia to the transfer of the Horse from the Trainer to another Trainer, or to the transfer of an Ownership interest in the Horse from one Owner to another.

7.3 If a Trainer objects pursuant to clause 7.2:

- (a) the following consequences apply:
  - (i) If the Owner owns 50% or more of the total ownership of the Horse, Racing Australia will not process any Stable Return seeking to transfer the Horse to another Trainer;
  - (ii) Racing Australia will not register any transfer of an Owner's interest in the Horse.
- (b) the Trainer must provide Racing Australia with copies of the invoice/s outstanding to the Trainer (and clearly identify the parts of them alleged to be due and payable to the Trainer) within 2 days of notice of the proposed transfer (failing which the consequences stated in clause 7.3(a) of this rule will cease);
- (c) upon receipt of that information, Racing Australia will notify the relevant Owner who may then either:
  - (i) Pay the amount of the Invoice/s to Racing Australia (in which case Racing Australia will pay those funds to the Trainer and process the relevant transfer request); or
  - (ii) Serve a Dispute Notice on the Trainer (with a copy to Racing Australia), at which point either or both of the Trainer and Owner may elect to have the matter determined by the TDT by lodging a Notice of Election of Hearing with Racing Australia within 14 days of the date of issue of the Dispute Notice.

7.4 If an Owner serves a Dispute Notice in the circumstances referred to in clause 7.3(c)(ii) of this rule, and the Owner still wishes for the transfer to proceed without delay, the Owner can pay the amount of the disputed invoice/s into the Training Disputes Trust Account pending determination of the dispute, at which point Racing Australia will process the transfer.

## **8. PAYMENT DEFAULT – OTHER RIGHTS AND REMEDIES OF THE TRAINER**

8.1 In addition to the Trainer's rights pursuant to clauses 6 and 7 above, the Trainer may exercise the following rights in relation to outstanding Training Fees and/or Training Disbursements:

- (a) the right to charge the Owner simple interest on any sum due and payable to the Trainer under this Agreement from the day after Training Fees and/or Training Disbursements fall due and at a per annum interest rate not more than the rate prescribed from time to time for pre-judgment interest in the Supreme Court of the State or Territory whose law governs this Agreement pursuant to clause 1.4 of it;
- (b) the right to exercise a lien over the Owner's interest in the Horse until all outstanding Training Fees and/or Training Disbursements have been paid to the Trainer;
- (c) the right to stop or suspend the Training Services;
- (d) the right to retain the Thoroughbred Identification Card of the Horse (and/or any other document recording the identification of the Horse, or the Owner's interest in the Horse), provided the Owner holds an interest in the Horse of 50% or more;
- (e) the right to retain any gear, trophies or other items of the Owner which are wholly owned by the Owner which are in the Trainer's possession;
- (f) to the extent permitted by this Agreement, the right to recover from the Owner reasonable costs and expenses (including legal costs and expenses) associated with enforcement action in relation to recovery of Training Fees and/or Training Disbursements;
- (g) the right to terminate any agreement with the Owner in relation to Training Services by written notice in accordance with clause 11 of this Agreement;
- (h) the right to offer the Owner's interest in the Horse for sale:
  - (i) By public auction (with no reserve) to be conducted by either William Inglis & Son Limited, or Magic Millions Sales Pty Ltd, or an online auction (such as bloodstockauction.com, and in the case of an online auction that auction must be agreed between the Trainer and the Owner or approved by a PRA), and to apply the proceeds of the sale (after deduction of commissions and other expenses) in payment of outstanding Training Fees and/or Training Disbursements; or
  - (ii) By private treaty at a price being the average of two valuations, at least one of which must be obtained from William Inglis & Son Limited or Magic Millions Sales Pty Ltd (and where the second can also be obtained from a member of the Federation of Bloodstock Agents), or in the amount of one valuation by either William Inglis & Son Limited or Magic Millions Sales Pty Ltd where that single initial valuation values the whole of the Horse at not more than \$200,000 (including GST).

8.2 For a sale pursuant to clause 8.1(h):

- (a) The Owner must be given at least 14 days' notice of the date and place of any proposed auction sale and/or the details of any proposed private treaty sale;
- (b) Any person, including any Co-owner and the Trainer, has the right to make a bid or offer on the defaulting Owner's interest in the Horse;
- (c) The defaulting Owner agrees to sign all documents and do all things necessary to facilitate the sale of the interest in the Horse within 5 days of being requested to do so; and
- (d) If the defaulting Owner does not comply with clause 8.2(c), that Owner irrevocably appoints and authorises the Trainer as agent to do all acts required and sign all documents necessary to ensure that the power of sale is effectively exercised.

8.3 In relation to the proceeds of a sale pursuant to clauses 8.1(h) and/or 8.2:

- (a) The Trainer may apply the sale proceeds against any Training Fees and/or Training Disbursements (together with reasonable related enforcement costs and expenses) outstanding to the Trainer as at the date of the sale of the Owner's interest in the Horse (together with any interest amount to which the Trainer is entitled under this Agreement, plus costs reasonably incurred in relation to the sale);
- (b) If the sale proceeds are insufficient to satisfy the outstanding debt to the Trainer, the Owner will remain liable to pay the outstanding balance to the Trainer; and
- (c) If the sale proceeds exceed the amount of the outstanding Training Fees and/or Training Disbursements plus other costs and expenses owing to the Trainer under clause 8.3(a), the Trainer agrees to pay the surplus to the Owner within 3 business days of receipt of the funds.

## **9. THE TRAINER'S RIGHT TO SHARE IN PRIZEMONEY AND OTHER PAYMENTS**

9.1 In addition to Training Fees and/or Training Disbursements and provided the Trainer was the Trainer at the time a race in which the Horse runs takes place, the Trainer has the right to be paid the percentage of prize money and any other monetary amount or bonus (for example, in relation to a bonus scheme supported by a PRA) earned as a result of the Horse participating in the race, at the rates relevantly prescribed by a PRA or under the rules or conditions of a race.

9.2 Bonuses and/or incentives other than those referred to in clause 9.1 must be set out in the Fees Notice required by this Agreement.

## **10. INSURANCE**

Insurance of the Horse (or an interest in the Horse) is a matter for each Owner, and the Trainer is not required to insure the Horse.

## **11. TERMINATION**

Subject to other rights and obligations either party may have at law or pursuant to this Agreement:

- (a) The Owner (or where there are Co-owners, greater than 50% of the ownership equity in respect of the Horse) and Trainer can each terminate this Agreement for any reason by giving not less than 24 hours' written notice of termination to the other, at which point the Owner must take possession of the Horse as soon as possible and within 7 days;
- (b) Until the Owner takes possession of the Horse, the Trainer must continue to care for the Horse at the Owner's reasonable cost, provided that if the Owner does not take possession of the Horse within 7 days of the date of termination, the Trainer may exercise his or her rights to sell the interest in the Horse in accordance with clauses 8.1(h) and 8.2 of this Agreement and account to the Owner for any surplus funds.

## **12. THE EFFECT OF OTHER AGREEMENTS, AND CLAUSES TO BE SEVERABLE**

12.1 The Trainer and Owner can agree that the terms of an existing agreement (or certain terms of it) between them in relation to Training Services applies in addition to this Agreement, provided that:

- (a) Their agreement to that effect is in writing;
- (b) None of the terms in an additional agreement to that effect conflict with or are inconsistent with a Rule of Racing; and
- (c) To the extent there is any conflict or inconsistency between the terms in any additional agreement to that effect and this Agreement, this Agreement applies to the extent of any inconsistency.

12.2 Unless additional terms are agreed between the Trainer and Owner in writing pursuant to clause 12.1, this Agreement (together with any valid amendments to it made pursuant to clause 1.3), constitutes the entire agreement between the Trainer and Owner concerning its subject matter.

12.3 If any clause or provision of this Agreement is found to be invalid or unenforceable by a court, that invalidity or unenforceability will not affect the remainder of this Agreement, which will continue with full force and effect.

## **13. NOTICES**

13.1 Notices provided for or required by this Agreement can be served on the Owner:

- (a) At the address (electronic (including email) or otherwise) last provided to the Trainer by the Owner; or
- (b) At the address for the Owner most recently recorded in the records of Racing Australia; or
- (c) At the address of the Owner recorded on the relevant current Racing Australia registration form in respect of the Horse.



13.2 Notices provided for or required by this Agreement can be served on the Trainer:

- (a) At the address (electronic or otherwise) last provided by the Trainer to the Owner; or
- (b) At the address for the Trainer most recently recorded in the records of Racing Australia; or
- (c) At the address of the Trainer recorded on the relevant current Racing Australia registration form in respect of the Horse.

13.3 Unless established to the contrary, notice is taken to have been received:

- (a) on the fourth business day after the date on which it was sent by registered post;
- (b) on the day and at the time that it appears from the record of email communication that the sending of an email concluded; and
- (c) when the facsimile transmission is received by an addressee of a facsimile correspondence.



## SCHEDULE 1 – THE DICTIONARY

**Agreement** means this Racing Australia Standard Training Agreement.

**Business day** means a day that is not a Saturday, a Sunday, or a public holiday in the place concerned.

**Co-owner**, for the purpose of this Agreement, means a person who owns or leases the Horse together with at least one other person and is registered or is intended to be registered with Racing Australia as an Owner or lessee.

**Daily Training Fee** means the daily charge per Horse in relation to the Training Services, which includes the main daily training fee plus any additional daily charges for other items such as gear hire, vitamins, and track fees.

**Direct Payment Disbursements** means costs or expenses in relation to the training and/or care of the Horse which are to be directly invoiced to the Owner by service providers other than the Trainer (including veterinary fees, breaking in fees, agistment fees and transport costs).

**Dispute Notice** means the Racing Australia form of that name referred to in this Agreement, including in clauses 4.3 to 4.5.

**Exempt Owner** means an owner exempt from the operation of this Agreement, being an owner: (a) who themselves trains the Horse and does not also train the Horse for any other person; or (b) who employs (as an employee pursuant to a contract of employment) or has engaged (pursuant to a contract for service) a Trainer to train the Horse or Horses exclusively for that Owner pursuant to a written agreement (so that that the Trainer does not train horses for anyone else).

**Fees Notice** means the written fee disclosure notice the subject of clause 3.1 of this Agreement.

**Filing Fee** means the fee set and charged by Racing Australia (published at [www.racingaustralia.horse](http://www.racingaustralia.horse)) to cover administrative costs of convening a TDT process and which is to be remitted by Racing Australia to the relevant Principal Racing Authority which it allocates a TDT proceeding to.

**Freeze** means, in relation to prizemoney, a direction by Racing Australia or a TDT of a PRA that monies that would otherwise be due to a person be withheld or not allowed for a period of time that is fixed by either.

**GST** means any tax imposed on the supply of goods or services, including a tax imposed in the *A New Tax System (Goods and Service Tax) Act 1999* (Cth).

**Horse** means the thoroughbred horse or horses trained by the Trainer for the Owner.

**Horse Registration Form (HRF)** means a registration form of that name an Owner must lodge with Racing Australia to register the Horse (or an interest in the Horse).

**Invoice/s** means the invoice/s issued by the Trainer in relation to Training Fees and/or Training Disbursements.

**Managing Owner** means the managing owner of the Horse as specified in the HRF or other relevant registration form to be lodged with Racing Australia, and for the purpose of this Agreement the Trainer is entitled to rely on the Horse's ownership registration records held by Racing Australia as conclusive evidence that a person is the Managing Owner of the Horse, unless the Trainer has actual knowledge to the contrary.

**Notice of Election of Hearing** is the document referred to in clauses 4.7 and 5.1 of this Agreement, which is to be in a form prescribed by the Rules of Racing.



**Owner** means, for the purpose of this Agreement, an owner, part owner, lessee, Syndicate registered with a PRA or Racing Australia, corporation or Managing Owner, or any of them, but does not include an Exempt Owner or a member of a Syndicate registered with Racing Australia in that member's own right (who for the purposes of this Agreement is represented by the relevant Syndicate Manager).

**Owner's interest** means the percentage interest or share in the Horse owned by an Owner, as specified in the relevant Racing Australia registration form held by Racing Australia or as subsequently amended by another later registration form (including a transfer of ownership form) lodged with Racing Australia.

**Presumption of a training debt** means the presumption that Training Fees and/or Training Disbursements are due and payable from an Owner to a Trainer which arises in the circumstances identified in clause 4.4(a) of this Agreement.

**Principal Racing Authority (PRA)** means the relevant peak body in each of the States and Territories of Australia responsible for the conduct and administration of thoroughbred horse racing in the State or Territory in which the Trainer is registered to train racehorses or any successor entity (whether private or government), and if the Trainer is registered to train in more than one State or Territory, the PRA in the State or Territory in which the Horse is trained based upon the most recent Stable Return lodged by the Trainer with Racing Australia.

**Racing Australia** means Racing Australia Ltd and any successor entity substantially carrying out Racing Australia's functions.

**Rules of Racing** means the Australian Rules of Racing promulgated by Racing Australia (and formerly the Australian Racing Board (**ARB**)), together with Local Rules of a PRA (**Local Rules**), each as amended from time to time.

**Special circumstance** is a circumstance which is out of the ordinary, as stipulated to be a "special circumstance" by a PRA under the Rules of Racing.

**Stable Return** means a stable return, form or written notification lodged by the Trainer with Racing Australia in respect of the Horse.

**Stewards** are persons appointed by a PRA or a State or Territory government and designated as "Stewards" and given authority to manage and oversee integrity and related functions in connection with thoroughbred horse racing in the relevant State or Territory.

**Syndicate** means a syndicate as defined by the Rules of Racing.

**Syndicate Manager** means the person or persons identified as such in a HRF or other relevant Racing Australia registration form in respect of either a registered Syndicate specified in the relevant registration form as an Owner or Co-owner, or a Syndicate which is subsequently registered as an Owner or Co-owner by Racing Australia.

**Trainer** means any individual, corporation, trust or partnership operating a business which is licenced by a PRA to train a horse or horses under the Rules of Racing, and for the purpose of this Agreement also includes the company or other business structure through which a Trainer or training partnership provides Training Services (including the billing of Training Fees and/or Training Disbursements), whether or not that entity or structure is licensed or registered by a PRA.

**Training Disbursements** means the amounts paid or payable by the Trainer to third parties in relation to the care and training of the Horse which are not included in the Daily Training Fee and for which the Trainer invoices the Owner (including veterinary fees, farrier fees, dentist fees, race acceptance and nomination fees, interstate racing costs, and race-day expenses such as strapper attendance fees).



**Training Disputes Tribunal (TDT)** is a decision making tribunal, convened by a PRA in each of the States and/or Territories of Australia to determine disputes in relation to the provision of Training Services the subject of a Dispute Notice, as provided for in the Rules of Racing and this Agreement.

**Training Fees** means the amounts charged by the Trainer to the Owner in relation to the provision of the Training Services while the Horse is in work, made up of a daily charge per Horse in relation to the Training Services, and which includes the Daily Training Fee, together with all other costs charged by the Trainer to train and care for the Horse which are not charged as Training Disbursements.

**Training Services** means all the services provided by the Trainer (or qualified and authorised employees of the Trainer or persons engaged as contractors or otherwise by the Trainer) in relation to the care, training and racing of the Horse including: training, pre-training, rehabilitation, maintenance, stabling, feeding, exercising, freighting, agisting, rental of gear, and the provision of veterinary, chiropractic, acupuncture, dental, and farrier services and treatments.

**Training Disputes Trust Account** is the trust account held and operated by Racing Australia and/or a PRA for the purposes referred to in this Agreement.