



TRAINER AND OWNER REFORMS (TOR)

Commence 1 May 2017

From 1 May 2017, Trainers & Owners bound by

1. Australian Rules of Racing
2. Standard Training Agreement
3. Co-Owner Agreement Terms

1

Within 14 days of being appointed Trainer by the Managing Owner of the Horse, the Trainer must provide to the Managing Owner a written notice of the Training Fees and Training Disbursements the Trainer proposes to charge, called a **Standard Fees Notice**.

2

The Trainer must issue an Invoice to an Owner within the first 15 days of a month following a period of time in which training services were provided.

3

If the invoice is not paid by the end of the month in which it is issued, the invoice is deemed to be due and payable to the trainer at the end of that month. (This being the "**Presumption of a Training Debt**".)

If Disputed

A

An owner can dispute an invoice/s by providing a **Dispute Notice** to the Trainer and also a copy to Racing Australia.

A.1 Once a Dispute Notice is served by the Owner on the Trainer, each has the right to elect to have the dispute determined by a Training Disputes Tribunal (TDT) by lodging a Notice of Election of Hearing with Racing Australia within 14 days of the Dispute Notice being served. However a Notice of Election of Hearing will only be accepted by Racing Australia if the Dispute Notice was served within 6 months of the date of the Invoice related to the dispute.

A.2 If the Trainer or Owner elects to have the dispute determined by a TDT, the Trainer or Owner commencing the proceeding must file a Notice of Election of Hearing and pay the Filing Fee to Racing Australia (who will then allocate to the appropriate PRA).

A.3 An unsuccessful party to an application to the TDT must bear the cost of the Filing Fee. 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; and vice versa.

If Not Paid or Disputed

B

If the invoice is not paid or disputed by the end of the month in which it is validly issued under the TOR (i.e. within the first 15 days of a month following a period of time in which training services were provided), the "presumption of a training debt" arises, and the Trainer may apply in writing to Racing Australia seeking that it impose certain consequences on the owner. Unless Racing Australia considers special circumstances warrant another course, the following consequences will apply to the defaulting Owner if the Trainer notifies Racing Australia in writing by lodging a **TOR - Application Action (EAA)** in relation to the default and seeks the benefit of any of the matters identified below:

B.1 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.

B.2 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.

B.3 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.