

PERMISSION TO TRAIN IN PARTNERSHIP APPLICATION FORM 2011/12

Directions to the Applicant: You must complete section A and E of this application.

A. DETAILS **Please read the Notes on Section A prior to completion.

| | |
|-------------------------------------|--|
| Partnership Name | |
| Trainer 1: ¹ | |
| Trainer 2: | |
| Start Date: (office use only) | |
| End Date: (office use only) | |
| WorkCover Employer No: ² | |
| Nominated Interstate Trainer: | |

| | |
|---|--|
| Preferred Partnership Mailing Details: | |
| Address: | |
| Address: | |
| Suburb: | |
| Post Code: | |

| Trainer 1 Contact Details | | Trainer 2 Contact Details | |
|----------------------------------|--|----------------------------------|--|
| Phone | | Phone | |
| Mobile | | Mobile | |
| Fax | | Fax | |
| Email | | Email | |
| Website | | Website | |

| |
|---|
| Partnership ABN Details:³ |
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| | | |
|--|------------|-----------|
| Is the partnership registered for GST?:⁴ | YES | NO |
|--|------------|-----------|

PERMISSION TO TRAIN IN PARTNERSHIP 2010/11 - NOTES

SECTION A

¹ If either trainer does not currently have a licence or Permit to Train as a professional, a separate application for a license or Permit to Train will have to be made. This will be considered on merit in accord with TRSA Limited Official Protocol.

² The business of the training partnership must be registered for WorkCover insurance (if required by legislation).

³ When two persons 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 two persons. The two persons must train horses on behalf of a business entity (the supplier) set up for that purpose.

⁴ For those who register for GST, under the new stakes payment system, the Racing Industry provides Recipient Created Tax Invoices to trainers. This approach eliminates the need for trainers to provide a properly configured tax invoice to a Club on any occasion they race. If you do register, any stakes payment to you will include a GST component.

⁵ All stakes payments earned by the training partnership will be made to the bank account of the business entity.

SECTION B

TERMS AND CONDITIONS OF LICENCE, PERMIT OR APPROVAL

1. "Trainer 1" and "Trainer 2" as detailed in section A ("**the Applicants**"), acknowledge and agree to be subject to and be bound by :
 - (a) the Rules of Racing of Thoroughbred Racing SA Limited ("**TRSA**") as amended or varied by TRSA from time to time; and
 - (b) such Rules and directions as may from time to time be formed, made or given by the Board of TRSA ("**Board**"), the Stewards of TRSA ("**Stewards**") or the officials of any racing club registered by TRSA to conduct thoroughbred racing under the Rules ("**Club**").
2. This permit shall be governed by the laws of the State of South Australia and the parties agree to submit to the jurisdiction of the courts operating in the State of South Australia.

SECTION C

COLLECTION STATEMENT

TRSA is the body responsible for and carries out the functions of:

- determining and issuing occupational licences authorising persons to participate in the South Australian Thoroughbred Racing Industry ("**Licensed Persons**"); and
- supervising Licensed Persons.

PRIVACY

This Statement is provided under the *Privacy Act 1988 (Cth)*

In the course of performing its functions, TRSA will seek personal and financial information about each of you from you and others for the purposes of:

- making determinations in relation to your partnership application, renewal or continuance;
- meeting its supervisory responsibilities in relation to you as a Licensed Person; and
- promoting or protecting the integrity or reputation of the thoroughbred racing code.

TRSA may disclose your personal and financial information to enforcement bodies, State Government licensing authorities, other racing control bodies in the States and Territories of Australia and to other persons for any of the purposes described above. TRSA may also obtain information about you from such authorities, bodies or persons.

Unless otherwise advised by you, your name and contact details will be published monthly in Trackside, a publication produced by TRSA, and on TRSA's website.

You may make a request to TRSA to gain access to information held by TRSA in relation to you by writing to the Chairman of Stewards, Thoroughbred Racing SA Limited, GPO Box 2646, Adelaide SA 5001.

Should you decline to provide personal and financial information to TRSA when requested by TRSA as part of its licensing and supervisory activities, TRSA may refuse to grant or renew such a licence or may revoke or suspend your licence.

SECTION D

REQUIREMENT FOR LEGAL ADVICE

Prior to being granted permission to train in partnership, both training partners are required to seek legal advice as to the effect of the provisions of ARR.80G and LR.20.14, particularly in regard to punishment under the Rules of Racing (as per attached). In general, the following points should be noted:-

- Both trainers in a partnership are equally responsible under the Rules for the training of all racehorses trained in the partnership.
- Where a breach of the Rules has been committed by one trainer and not the other (for example accidental or negligent administration by one trainer of a prohibited substance), both trainers are automatically deemed responsible and may be punished as though they had both committed the breach.
- When a breach of the Rules has occurred interstate, then both trainers are also automatically deemed responsible for the purposes of adoption of the penalty in South Australia.
- The only circumstances when both trainers are not automatically responsible for a breach of the Rules is where the breach of the Rules does not relate to training (for instance, misconduct involving assault), or where the breach involves a dishonest, corrupt, fraudulent, improper or dishonourable action or practice.

The above points are general, plain-English statements about the effect of ARR.80G and LR.20.14 and are not intended to replace your own legal advice. Your application will not be considered where the declarations on page 6 have not been signed by both trainers.

DECLARATION OF TRAINERS

For the purpose of my application to train in partnership, I acknowledge the general effect of ARR.80G and LR.20.14 with regard to punishment under the Rules of Racing as summarised above. I have sought legal advice in relation to this matter and have had the effect of ARR.80G and LR.20.14 explained to me by that lawyer.

SECTION E

APPLICANTS' CONSENT AND ACKNOWLEDGEMENT

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

Pursuant to the Rules of Racing of TRSA Limited, the Applicants hereby apply for Permission to Train in Partnership. In making our application we:

- declare that all particulars in our application are true and correct;
- accept this application is pursuant to Rules of Racing and is to be assessed in accordance with those Rules;
- acknowledge and agree to be subject to and bound by:
 - the Rules of Racing of TRSA Limited as amended or varied by TRSA Limited from time to time;
 - such other Rules and discretions as may from time to time be made or given by the Board, Stewards or official of any Club;
- in connection with our activities pursuant to any permit issued in response to this application, agree not to make any public statement or comment that may prejudice any investigation, inquiry or hearing before the Stewards or Racing Appeals & Disciplinary Board.
- comply with the terms and conditions of the licence, permit or approval;
- acknowledge that we have read this application in full, including the Collection Statement;
- consent to TRSA Limited obtaining personal and financial information from us and others for the purposes described in the Collection Statement. We further acknowledge and agree to TRSA Limited disclosing such information to the persons and bodies stated in the Collection Statement;
- agree to open our stables for inspection at any reasonable time for an authorised Official or Steward of TRSA Limited;
- acknowledge our employee relations obligations including those to apply relevant wage rates and other conditions under the *Horse Training Industry Award 1998*, the *Workplace Relations Act 1996* {Cth} and other relevant legislation;
- agree that we shall register with TRSA Limited all new stable employees at the commencement of their employment;
- authorise TRSA Limited to receive personal information about us held by educational or training institutions (including TAFE colleges) in relation to any matter pertaining to this application or any courses in which we have participated; and
- acknowledge that TRSA Limited has the sole discretion as to whether this application should be granted.

SIGNED:

.....
(sign)

.....
(sign)

.....
(print name)

.....
(print name)

Date:

Date:

ARR.80G.

- (1) A Principal Racing Authority may licence two trainers to train as a training partnership.
- (2) Trainers who train as a training partnership share all responsibilities, duties, obligations and rights provided by the Rules in relation to the training of racehorses.
- (3) A trainer who is licensed to train as a member of a training partnership shall not train as an individual or in another training partnership.
- (4) Notwithstanding AR.80, a training partnership permanently training horses in more than one state or territory must be licensed to do so by the Principal Racing Authority in each relevant jurisdiction.
- (5) A minimum number of horses as determined by the relevant Principal Racing Authority shall be trained by a training partnership.
- (6) If one trainer in a training partnership commits a breach of the Rules then both trainers in the training partnership shall be deemed jointly and severally responsible and may be penalised accordingly.
- (7) Subrule (6) may not apply if a trainer satisfies the Stewards that the relevant breach of the Rules by the other trainer in the training partnership –
 - (a) does not relate directly to the training of racehorses; or
 - (b) involves conduct that is dishonest, corrupt or fraudulent.
- (8) A trainer must inform the Stewards in writing prior to withdrawing from or dissolving a training partnership. Upon receipt of such advice, the Stewards may order that horses trained by the partnership shall not race or trial until they are satisfied that such horses are being trained in accordance with the Rules.

LR.20.14 - PERMISSION TO TRAIN IN PARTNERSHIP

1. Every application for Permission to Train in Partnership shall be made only on the form prescribed for that purpose by the Board and shall be accompanied by a fee as prescribed by the Board. Any such fee shall be returned if the application is not granted.
2. The Board may impose such terms and conditions on any Permission to Train in Partnership as they may think fit.
3. The Board may refuse to grant Permission to Train in Partnership and may at any time suspend, withdraw or revoke any licence before the conclusion of the year for which it is granted without providing any reason for such action.
4. Subject to the Rules, Permission to Train in Partnership shall expire at the end of the racing year in respect of which permission has been granted.