



PERMISSION TO TRAIN IN PARTNERSHIP APPLICATION FORM

Racing Australia
Level 1
Racing Centre
400 Epsom Road
Flemington VIC 3031, Australia
Telephone: 1800 954 143
Email: licensing@racingaustralia.horse

Section A: Personal Details

Partnership Name: <i>(as appearing in racebook)</i>			
Trainer 1:			
Trainer 2:			
Trainer 3:			
Postal Address:			
Suburb:		Post Code:	
Stable Address:			
Suburb:		Post Code:	

Partnership Contact Details

	Trainer 1	Trainer 2	Trainer 3
Name:			
Phone:			
Mobile:			
Fax:			
Email:			
Website:			
WorkCover Employer No:			
Partnership ABN Details:			
Is the partnership registered for GST?	<input type="checkbox"/>	YES	<input type="checkbox"/> NO

Partnership EFT Details

Bank Account Name:									
Name of Institute:									
Bank Account Number:									
BSB Number (6 Digits):									

Training Information Details

How many horses do you intend to have in work at the commencement of the Training Partnership?	
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At which training centre(s) do you have permission to train?	
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Does either Trainer hold a licence in another racing jurisdiction? If yes, please provide details below:		
Trainer 1	Trainer 2	Trainer 3

Staff / Apprentice names below:		

NOTES ON SECTION A - PERMISSION TO TRAIN IN PARTNERSHIP

If either trainer does not currently have a licence to train as a professional, a separate application for a licence will have to be made. This may be submitted at the same time as the application to train in partnership.

The business of the training partnership **must** be registered for WorkCover insurance.

When two or three 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 or three persons. The two or three 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.

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.

All stakes payments earned by the training partnership will be made to this bank account. Note that any payments from apprentice earnings will be made to a separate account belonging to the individual employer of the apprentice.

B. TERMS AND CONDITIONS OF LICENCE, PERMIT OR APPROVAL

1. “Trainer 1”, “Trainer 2” and “Trainer 3” as detailed in section A (“the Applicants”), acknowledge and agree to be subject to and be bound by:
 - a. the Rules of Racing of Racing Victoria as amended or varied by Racing Victoria from time to time; and
 - b. such rules and directions as may from time to time be formed, made or given by directors of Racing Victoria (“Directors”), the stewards of Racing Victoria (“Stewards”) or the officials of any racing club registered by Racing Victoria to conduct thoroughbred racing under the Rules (“Club”); and
2. This licence, permit or approval shall be governed by the laws of the State of Victoria and the parties agree to submit to the jurisdiction of the courts operating in the State of Victoria.

C. PRIVACY & COLLECTION STATEMENT

Racing Victoria is the body responsible for and carries out the functions of:

- determining and issuing occupational licences authorising persons to participate in the Victorian thoroughbred racing industry (“Licensed Persons”); and
- supervising Licensed Persons.

This Statement is provided under the Privacy Act 1988 (Cth) and the Information Privacy Act 2000 (Vic). In the course of performing its functions, Racing Victoria 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; and
- 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.

Racing Victoria 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. Racing Victoria 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 Inside Racing, a publication produced by Racing Victoria, and on Racing Victoria’s website.

You may make a request to Racing Victoria to gain access to information held by Racing Victoria in relation to you by writing to the Privacy Officer, Racing Victoria, 400 Epsom Road, Flemington Victoria 3031.

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

D. 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.

The Applicants hereby apply for Permission to Tran in Partnership. In making our application, we:

- declare that all particulars in our application are true and correct;
- acknowledge and agree to be subject to and bound by:
 - the Rules of Racing of Racing Victoria as amended or varied by Racing Victoria from time to time; and
 - such rules and directions as may from time to time be formed, made or given by the Directors, Stewards or official of any Club;
 - 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.
- to the terms and conditions of the licence, permit or approval set out above;
- acknowledge that we have read this application in full, including the Collection Statement;
- consent to Racing Victoria obtaining personal and financial information from us and others for the purposes described in the Collection Statement. We further acknowledge and agree to Racing Victoria 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 Racing Victoria;
- 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 Racing Victoria all new stable employees at the commencement of their employment; and
- authorise Racing Victoria 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 I have participated.

SIGNED:

..... (sign) (sign) (sign)
..... (print name) (print name) (print name)
..... Date: Date: Date:

E. REQUIREMENT FOR LEGAL ADVICE

Prior to being granted permission to train in partnership, all training partners are required to receive legal advice as to the effect of the provisions of AR 98, particularly in regard to punishment under the Rules of Racing (a copy of AR 98 is attached on page 7).

In general, the following points should be noted:

- Each trainer in a partnership is 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 other trainer/s (for example accidental or negligent administration by one trainer of a prohibited substance), each trainer is automatically deemed responsible and may be punished as though they all had committed the breach.
- When a breach of the Rules has occurred interstate, then each trainer is automatically deemed responsible for the purposes of adoption of the penalty in Victoria.
- The only circumstances when all trainers are not automatically responsible for a breach of the Rules is where the breach of the rules doesn't 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 AR 98 and are not intended to replace your own legal advice.

Your application will not be considered where the declarations on page 5 have not been signed by each trainer as well as their legal advisor(s).

TRAINING PARTNERSHIP RULES

AR 98

- (1) A Principal Racing Authority (PRA) may license up to three persons to train as a training partnership.
- (2) Persons who train as a training partnership equally share all responsibilities, obligations and rights under the Rules in relation to the training of horses.
- (3) A person who is licensed to train as a member of a training partnership cannot train as an individual or in another training partnership, whether in Australia or elsewhere.
- (4) Notwithstanding AR 109(1), a training partnership can train horses in more than one State or Territory, but must be licensed to do so by the PRA in each of those States or Territories.
- (5) A PRA may prescribe a minimum number of horses that must be trained by a training partnership.
- (6) If one person in a training partnership commits a breach of the Rules then all persons in the training partnership are deemed to be jointly and severally responsible, and may be penalised accordingly.
- (7) A PRA or the Stewards have the discretion to relieve a person from the consequences stated in subrule (6) if a person satisfies the PRA or the Stewards that the breach of the Rules does not relate directly to the training of horses.
- (8) A trainer must inform the Stewards in writing prior to withdrawing from or dissolving a training partnership.
- (9) If the Stewards receive notification from a trainer under subrule (8), they may order that horses trained by the training partnership cannot race, or participate in an official trail or jump-out until they are satisfied that the horses are being trained in accordance with the Rules.

DECLARATION OF TRAINERS

For the purpose of my application to train in partnership, I acknowledge the general effect of AR 98 with regard to punishment 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 AR 98 explained to me by that lawyer.

(sign)	(sign)	(sign)
(print name)	(print name)	(print name)
Date:	Date:	Date:

DECLARATION OF LAWYER(S)

I have advised the above named trainer(s) in relation to the effect of AR 98 with regards to punishment under the Rules of Racing.

(sign)	(sign)	(sign)
(print name)	(print name)	(print name)
of	of	of
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004	An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004	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: