



**Racing
Victoria**

AMENDMENTS TO RULES OF RACING

Amendment No 169 – Issued 31 July 2017

This Amendment Notice contains the following Australian and Local Rule amendments which all become effective on 1 August 2017:

1. **Trainer Owner Reforms**
 - a. Australian Rules of Racing establishing the Trainer Owner Reforms (Schedule One to the Australian Rules of Racing);
 - b. Local Rules establishing Racing Victoria's Trainer Disputes Tribunal (LR 6G, LR 6H and LR 6I, and related definition).
2. **Deletion of LR 41** (relating to weights).
3. **New LR 47E** (relating to jockeys being required to weigh out one race in advance at race meetings where there are less than 40 minute gaps).
4. **Amendments to LR 50 and LR 23C** (relating to unruly horses).
5. **Deletion of LR 69A and LR 69B** (due to similar Australian Rule).
6. **New LR 54(4)** (relating to horses wearing certain gear from the mounting yard to the starting stalls).
7. **Replacement of LR 55H** (relating to blinkers/visor blinkers).

A summary of each amendment, and the amendments themselves, follow.

Racing Australia has approved the following amendments to the Australian Rules of Racing, effective from 1 August 2017.

AMENDMENT TO THE AUSTRALIAN RULES OF RACING: TRAINER AND OWNER REFORMS

SUMMARY OF AMENDMENT

As previously announced, Racing Australia has resolved to introduce on 1 August 2017 the Trainer and Owner Reforms (TOR). The aim of the TOR is to provide greater certainty and clarity in arrangements between trainers and owners on the one hand and between co-owners on the other.

The TOR will operate pursuant to the TOR Rules, which will become Schedule 1 to the Australian Rules of Racing. The TOR Rules introduce new rules which govern arrangements between the relevant participants, including through:

- a standard form agreement between trainers and owners in relation to training services, i.e. the Standard Training Agreement;
- a standard form agreement between co-owners of a horse in relation to the horse ownership venture, i.e. the Co-owner Agreement;
- procedures for prompt payment of invoices by owners to trainers; and
- procedures for resolving disputes between trainers and owners, including a PRA-established tribunal in each State or Territory.

Participants are referred to the Racing Australia website for further information on these reforms.

Amendments effective from 1 August 2017

SCHEDULE 1 TO THE AUSTRALIAN RULES OF RACING – THE TOR RULES BE ADDED AS FOLLOWS:

SCHEDULE 1 TO THE AUSTRALIAN RULES OF RACING – THE TOR RULES

TOR Rule 1 – Commencement and operation of the TOR

- (1) The TOR, including the TOR Rules, will commence pursuant to *these Rules* on the TOR Commencement Date.
- (2) From the TOR Commencement Date:
 - (a) persons bound by *these Rules* must comply with the TOR Rules;
 - (b) all Trainers and Owners (except Exempt Trainers and Exempt Owners) must comply with the Racing Australia Standard Training Agreement (STA) and the STA is deemed to apply as between those Trainers and Owners subject to TOR Rule 1(4); and
 - (c) all Co-owners, except for Co-owners who have obtained their interest in a horse through a Promoter Syndicate and who do not own their interest in the horse with other Owners who are not in a Promoter Syndicate, must comply with the Racing Australia Co-owner Agreement (COA) and the COA is deemed to apply as between those Co-owners subject to TOR Rule 1(5).
- (3) Notwithstanding TOR Rule 1(2):
 - (a) specific terms of the STA can be excluded, varied or limited by agreement in writing between a Trainer and an Owner, provided that a Trainer and Owner cannot exclude, vary or limit the operation of any provision of *these Rules* (including any of the TOR Rules); and
 - (b) specific terms of the COA can be excluded, varied or limited by agreement in writing by the Co-owners of a horse if that is done in accordance with the terms of the COA, provided that Co-owners cannot exclude, vary or limit the operation of any provision of *these Rules* (including any of the TOR Rules).
- (4) If a Trainer and an Owner:
 - (a) are, as at the TOR Commencement Date, party to a separate written agreement in relation to Training Services, they can in writing agree that the other agreement continues to operate after the TOR Commencement Date in conjunction with, or instead of, the STA; or
 - (b) enter, after the TOR Commencement Date, into a separate written agreement in relation to Training Services, they can in writing agree that the other agreement operates in conjunction with, or instead of, the STA,

provided that they are bound by, and must comply, with *these Rules* (including the *TOR Rules*).

- (5) If one or more of the *Co-owners*:
- (a) is, as at the *TOR Commencement Date*, party to a separate written agreement with other *Co-owners* in respect of the *Horse Ownership Venture*, the *Co-owners* can agree in writing that the other agreement continues to operate after the *TOR Commencement Date* in conjunction with, or instead of, the *COA*; or
 - (b) enter, after the *TOR Commencement Date*, into a separate written agreement with other *Co-owners* in respect of the *Horse Ownership Venture*, the *Co-owners* can in writing agree that the other agreement operates in conjunction with, or instead of, the *COA*,
provided that they are bound by, and must comply with, *these Rules* (including the *TOR Rules*).
- (6) The *TOR* applies equally to a *training partnership* licensed pursuant to *the Rules* as it does to individually licensed *Trainers*.
- (7) These *TOR Rules*, the *STA* and the *COA* apply equally to a lessee of a *horse* as an *Owner*, unless a particular provision of these *TOR Rules*, the *STA* and/or the *COA* expressly states that it only relates to a *person* with an ownership interest (rather than a lease interest) in a *horse*.
- (8) Any company or other business structure through which a *Trainer* provides *Training Services* (including the billing of *Training Services*) is bound by these *TOR Rules* and must comply with them (to the intent that the requirements of the *TOR* cannot be avoided on account of a *Trainer* providing *Training Services* through a corporate entity or other business structure which is not licensed or registered by *Racing Australia* or a *PRA*).
- (9) The *COA* does not apply to *Promoter Syndicates* which own the whole of the ownership of a *horse*. *Promoter Syndicates* must however comply with the *STA* (subject to *TOR Rules* 1(2)(b), 1(3)(a) and 1(4)).
- (10) If an *Owner's* ownership interest in a *horse* is as a member of a registered *Syndicate*, including as a member of a *Promoter Syndicate*, then for the purposes of the *TOR*:
- (a) the *Syndicate Manager* is responsible for representing the *Syndicate*;
 - (b) the *Syndicate* is deemed to be the only *Owner* of the combined ownership interest held by the *Syndicate*, as if it was a separate legal entity, and the *Syndicate Manager* will be its expressly authorised legal representative; and
 - (c) all actions and decisions made by the *Syndicate Manager* will be taken to be made on behalf of the relevant *Syndicate*.
- (11) To the extent that there is any conflict or inconsistency between a provision of *these Rules* (including any of the *TOR Rules*) and a term of the *STA* or the *COA* (including as amended, whether in accordance with *TOR Rule* 1(3) or otherwise), or a term of any other separate agreement made in relation to *Training Services* or a *Horse Ownership Venture* (whether made in accordance with *TOR Rule* 1(4) or 1(5) or otherwise), *these Rules* (including the *TOR Rules*) prevail to the extent of the conflict or inconsistency.
- (12) *Racing Australia* (including its officers and employees), each *PRA* (including its officers and employees) and each *TDT* (including its members), shall not be liable to any person, and no person shall be entitled to make any claim for damages, for any loss or damage sustained as a result of, or in any way (either directly or indirectly) arising out of, the exercise of any right, privilege, power, duty or discretion conferred or imposed, or bona-fide believed to have been conferred or imposed, under the *TOR Rules*.
- (13) If a dispute between a *Trainer* and an *Owner* arises under the *TOR Rules*:
- (a) neither party may commence *External Proceedings* in respect of the matters the subject of the dispute, save as to proceedings seeking urgent interlocutory relief, until all processes set out in the *TOR Rules* through which *Training Fees* and/or *Training Disbursements* can be recovered, or disputes in relation to them resolved or determined, have been followed; and
 - (b) if a party commences *External Proceedings* in respect of the matters the subject of the dispute, this subrule may be relied upon or pleaded by the other party as a bar to any such proceedings.

TOR Rule 2 – Powers of *Principal Racing Authorities (PRAs)* in relation to the *TOR*

- (1) A *PRA* shall, in addition to the powers conferred by these *Rules*, have power, in its discretion, to put in place *Local Rules*, regulations, policies or procedures, and/or take steps incidental or conducive to *Trainers* and *Owners* of *horses* complying with the *TOR*.
- (2) Without limiting *TOR Rule* 2(1), a *PRA* has power:
- (a) to appoint a person or persons, who must have relevant experience in dealing with commercial disputes, as a *Training Disputes Tribunal (TDT)* member for the purpose of determining disputes in relation to *Training Fees* and/or *Training Disbursements*;
 - (b) to make and enforce policies or procedures in respect of the role, powers and functions of the *TDT*, and any member of it;
 - (c) to freeze the payment of prizemoney to which an *Owner* would otherwise be entitled and pay that prizemoney to a *Trainer* in payment of *Training Fees* and/or *Training Disbursements* due and payable to the *Trainer*;
 - (d) to take whatever action it thinks fit (including to refuse to accept the nomination of a *horse* to race, or to take disciplinary action permitted by *the Rules*) against a *person* who contravenes any provision of these *TOR Rules* or any regulations, policies or guidelines made by or pursuant to a direction of *Racing Australia* in relation to them;
 - (e) to require fees (including administrative, or transaction processing fees) to be paid to *Racing Australia* or to a *PRA* in connection with the *TOR*, including in connection with the operation of the *TDT*.
- (3) If there is any inconsistency between a rule contained in these *TOR Rules* and that contained in a *PRA's Local Rules*, to the extent of any conflict or inconsistency, the provision in these *TOR Rules* will prevail (except where a *PRA* makes a local rule in relation to the *TDT's* role and/or processes pursuant to *TOR Rule* 8(8)).

TOR Rule 3 – The requirement for *Trainers* to issue a *Fees Notice*

- (1) As from the *TOR Commencement Date*:
 - (a) any *Trainer* who currently trains for an *Owner* must issue a *Fees Notice* to the *Managing Owner* within 28 days of the *TOR Commencement Date*;
 - (b) any *Trainer* who is appointed as a *Trainer* on or after the *TOR Commencement Date* must issue a *Fees Notice* to the *Managing Owner*:
 - (i) if the *Trainer* is appointed in the period from the *TOR Commencement Date* up to and including 28 days after the *TOR Commencement Date* – within 35 days of the *TOR Commencement Date*; or
 - (ii) if the *Trainer* is appointed more than 28 days after the *TOR Commencement Date* – within 7 days of the date on which the *Trainer* is appointed;
 - (c) the *Managing Owner* must provide a copy of the *Fees Notice* to each *Owner* within 5 days of being issued the *Fees Notice* by the *Trainer*; and
 - (d) if the *Managing Owner* does not object to the *Trainer* within 14 days of being issued the *Fees Notice*, the basis for providing *Training Services* set out in that notice is deemed to have been accepted by the *Owner/s*.
- (2) The *Fees Notice* must set out:
 - (a) the *Training Fees* itemised by category of service or item provided;
 - (b) the anticipated *Training Disbursements* by name of service and anticipated provider (if known);
 - (c) the anticipated *Direct Payment Disbursements* by name of service and anticipated provider (if known);
 - (d) any additional fees the *Trainer* proposes to charge the *Owner*, including bonuses for winning races, or commissions on the sale of a *horse*; and
 - (e) whether a *Trainer* proposes to charge interest on any unpaid *Training Fees* and/or *Training Disbursements*. The *Trainer* is entitled to do so from the day after an amount falls due and payable, at 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 of the *TDT* at which any dispute in relation to *Training Fees* and/or *Training Disbursements* would be heard pursuant to TOR Rule 5(4).

TOR Rule 4 – The circumstances in which the TOR’s Presumption of a Training Debt arises

- (1) As a condition precedent to a *Trainer* being able to rely on the *Presumption of a Training Debt*, the *Trainer* must provide the *Trainer’s* invoice (or invoices) in relation to *Training Fees* and/or *Training Disbursements* to the *Owner* of the relevant *horse* by the 15th day of any calendar month following a period of time in which *Training Services* were provided by the *Trainer* to the *Owner*.
- (2) A *Trainer* who fails to issue an invoice by the end of the 15th day of a month following a period of time in which *Training Services* were provided must wait until the subsequent month to seek to rely on the *Presumption of a Training Debt*, and can then only do so if an invoice has been provided to the *Owner* by the end of the 15th day of that subsequent month.
- (3) If an invoice is issued in accordance with TOR Rule 4(1), the *Owner* may formally dispute the invoice (or part of it) by serving a *Dispute Notice* which complies with the requirements in TOR Rule 5(1) on the *Trainer*. A copy of the *Dispute Notice* must also be provided to *Racing Australia*.
- (4) If a *Trainer* issues an invoice in accordance with TOR Rule 4(1) and the invoice is not fully paid by the end of the month in which it is issued, then unless a *Dispute Notice* is provided by the *Owner* to the *Trainer* by the last day of the month in which the invoice is issued, the invoice is deemed to be due and payable to the *Trainer* at the end of that month. (That is known as the *Presumption of a Training Debt* against the *Owner*).
- (5) The provision of a *Dispute Notice* by an *Owner* to a *Trainer* by the last day of the month in which the invoice the subject of the dispute is issued has the effect that the *Presumption of a Training Debt* does not arise. In that instance, unless the dispute is settled by consent, the *Trainer* and *Owner* each may apply in accordance with TOR Rule 5 to have the dispute heard and determined by the *TDT*.

TOR Rule 5 – Requirements in relation to, and the effect of, a Dispute Notice

- (1) A *Dispute Notice*:
 - (a) must be in a form prescribed by *Racing Australia* from time to time, and must provide the information required by that form;
 - (b) must clearly identify the invoice/s (or part of the invoice/s) disputed by the *Owner*, the amount in dispute, and the grounds for the dispute;
 - (c) must be provided by an *Owner* to a *Trainer* with supporting documentation (to be enclosed with the *Dispute Notice*) that the *Owner* intends to rely on in relation to the dispute;
 - (d) must be served on the *Trainer*, with a copy also required to be provided by the *Owner* to *Racing Australia*:
 - (i) subject to TOR Rule 5(1)(e) and TOR Rule 6(2), within 6 months of the date of the relevant invoice; and
 - (ii) by the last day of the month in which the relevant invoice is issued if the *Owner* wishes to prevent the *Presumption of a Training Debt* arising; and
 - (e) must not be served on the *Trainer* after an *Enforcement Action Application (EAA)* is filed with *Racing Australia* by the *Trainer* under TOR Rule (6)(1), and any purported service of a *Dispute Notice* after that time will not be valid.
- (2) If a *Dispute Notice* challenges part, but not the whole of an invoice issued by a *Trainer* to an *Owner*, the *Owner* must pay to the *Trainer* the part not in dispute by the last day of the relevant month in which the invoice is issued in accordance with TOR Rule 4(1). Failing that, the part not in dispute is deemed due and payable to the *Trainer* at the end of the month in which the invoice is issued.
- (3) Once a *Dispute Notice* is served by an *Owner* on a *Trainer* in accordance with TOR Rule 5(1), each has the right to elect to have the dispute determined by a *TDT* by filing a *Notice of Election of Hearing* with *Racing Australia* within 14 days of the *Dispute Notice* being served, with a copy also required to be served on the other party to the dispute.
- (4) Once a *Notice of Election of Hearing* is filed with *Racing Australia*, it will allocate the matter to the *TDT* of the relevant *PRA* as follows:
 - (a) the matter is to be allocated to the *PRA* of the State or Territory in which the *Trainer* who is party to the dispute is licensed to train *horses*;
 - (b) if the *Trainer* is licensed in more than one State or Territory of Australia, the matter is to be allocated to the *PRA* of the State or Territory in which the *horse* the subject of the dispute (or a majority of the *horses* where there is more than one *horse*

- the subject of the dispute) is predominantly located, based on the most recent *Stable Return/s* lodged by the *Trainer* with *Racing Australia* in respect of the *horse/s*; and
- (c) if the *Trainer* is licensed in more than one State or Territory and has an equal number of *horses* the subject of the dispute predominantly located in more than one State or Territory, the matter is to be allocated to the *PRA* that *Racing Australia* thinks fit.

TOR Rule 6 – Consequences for a *Trainer* and *Owner* if the *Presumption of a Training Debt* arises

- (1) Once the *Presumption of a Training Debt* arises, a *Trainer* may file an *EAA* with *Racing Australia* (with a copy also required to be served on the relevant *Owner*) seeking that one or more of the following consequences be applied against the *Owner*:
- (a) if the defaulting *Owner* owns 50% or more of the total of the ownership of the relevant *horse*, that *Racing Australia* will not process any *Stable Return* seeking to transfer the *horse* to another *Trainer*;
- (b) that *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* share or ownership interest in the *horse*; and
- (c) that *Racing Australia* will notify the relevant *PRA/s* and the *PRA/s* will, other than in a *Special Circumstance* 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*. Subject to any *Special Circumstance* determined by a *PRA*, the defaulting *Owner* expressly waives any right to objecting to a *PRA's* payment of that *prizemoney* to the *Trainer*.
- (2) Once an *EAA* is filed with *Racing Australia* by a *Trainer* under TOR Rule 6(1), an *Owner* is not permitted to serve a *Dispute Notice* on the *Trainer* and any purported service of a *Dispute Notice* after that time will not be valid.
- (3) Once an *EAA* is filed with *Racing Australia* by a *Trainer* under TOR Rule (6)(1), unless *Racing Australia* or the relevant *PRA*, as applicable, considers that a *Special Circumstance* warrants another course, each of the consequences stated in TOR Rule 6(1)(a) to 6(1)(c) which were applied for by the *Trainer* will apply until:
- (a) the relevant *Training Fees* and/or *Training Disbursements* which are due and payable are paid to the *Trainer*;
- (b) the *Trainer* notifies *Racing Australia* that the *Trainer* has come to a settlement with the *Owner* in relation to the disputed amount; or
- (c) the *Owner* notifies *Racing Australia* that the *Owner* has come to a settlement with the *Trainer* in relation to the disputed amount and provides sufficient evidence (as determined by *Racing Australia* in its sole discretion) of such settlement.
- (4) A *Trainer* must notify *Racing Australia* in writing within 24 hours of becoming aware of having received payment from an *Owner* of any *Training Fees* and/or *Training Disbursements* referred to in an *EAA*, and/or of becoming aware of the settlement with the *Owner* of a dispute in respect of *Training Fees* and/or *Training Disbursements* the subject of an *EAA*.

TOR Rule 7 – Further rights of a *Trainer* (when the *Presumption of a Training Debt* has not arisen) to object to the transfer of a *horse* to another *Trainer*, or the transfer of an ownership interest in relation to a *horse*

- (1) If, despite the *Presumption of a Training Debt* not having arisen, a *Trainer* contends that *Training Fees* and/or *Training Disbursements* are due and payable to the *Trainer* in respect of a *horse*, 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. A copy of that written objection must also be served on the relevant *Owner*.
- (2) If a *Trainer* objects pursuant to TOR Rule 7(1):
- (a) the following consequences apply:
- (i) *Racing Australia* will notify the relevant *Owner* of the objection;
- (ii) if the *Owner* owns 50% or more of the total ownership of the relevant *horse*, *Racing Australia* will not process any *Stable Return* seeking to transfer the *horse* to another *Trainer*; and
- (iii) *Racing Australia* and/or the relevant *PRA* responsible for any registration function in respect of the relevant *horse* will not register any transfer of an *Owner's* ownership interest in the *horse*.
- (b) the consequences stated in TOR Rule 7(2)(a)(ii) and 7(2)(a)(iii) will cease after 5 *business days* unless the *Trainer* provides *Racing Australia* with copies of the invoice/s outstanding to the *Trainer* (clearly identifying the parts of them alleged to be due and payable to the *Trainer*) within 5 *business days* of the proposed transfer (which period is not to be extended in any circumstance);
- (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 *Racing Australia* and/or the relevant *PRA*, as applicable, will process the relevant transfer request); or
- (ii) serve a *Dispute Notice* on the *Trainer* (with a copy also required to be provided to *Racing Australia*). Once that is done, either party may elect to have the matter determined by the *TDT* by filing a *Notice of Election of Hearing* with *Racing Australia* within 14 days of the date of issue of the *Dispute Notice* (with a copy also required to be served on the other party). However, a *Notice of Election of Hearing* will only be valid and accepted by *Racing Australia* if the *Dispute Notice* related to the dispute was served within 6 months of the date of the invoice the subject of the dispute.
- (3) If an *Owner* serves a *Dispute Notice* in the circumstances referred to in TOR Rule 7(2)(c)(ii), and the *Owner* still wishes for the relevant 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* and/or the relevant *PRA*, as applicable, will process the relevant transfer.

TOR Rule 8 – The *TDT* Process

- (1) If an *Owner* has served a *Dispute Notice* on a *Trainer* in accordance with TOR Rule 5(1), either of them may, within 14 days of the service of the *Dispute Notice*, elect to have the dispute determined by a *TDT* by paying the *Filing Fee* to *Racing Australia* and at the same time filing a *Notice of Election of Hearing* with *Racing Australia* and serving it on the other party to the dispute. Once a valid *Notice of Election of Hearing* is filed with *Racing Australia*, it will transfer the *Filing Fee* to the *PRA* allocated the dispute in accordance with TOR Rule 5(4).
- (2) A *Notice of Election of Hearing* will only be valid and accepted by *Racing Australia* if the *Dispute Notice* related to the dispute was served within 6 months of the date of the invoice the subject of the dispute and before any *EAA* was filed by the *Trainer*.

- (3) When a valid *Notice of Election of Hearing* is received by *Racing Australia* from an *Owner* or a *Trainer*, then the consequences set out in TOR Rule 7(2)(a)(ii) and 7(2)(a)(iii) will apply unless the amount disputed in the *Notice of Election of Hearing* has been paid by the *Owner* into the *Training Disputes Trust Account* pending resolution of the relevant dispute.
- (4) The *TDT* 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) In relation to an oral hearing before the *TDT*:
- (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) the interests of justice in the circumstances of the case.
- (6) In respect of a hearing before the *TDT*:
- (a) the *TDT*:
 - (i) must, other than in exceptional circumstances, make all reasonable efforts to determine a dispute within 10 days of the hearing of that dispute; and
 - (ii) is only required to provide written reasons of the *TDT*'s decision if at least one party to the dispute requests that;
 - (b) the decision of the *TDT* will be binding on all parties as a decision under *these Rules*;
 - (c) the *TDT* may:
 - (i) determine whether *Training Fees* and/or *Training Disbursements* must be paid and in what amount, including in relation to any amounts paid into the *Training Disputes Trust Account*; and/or
 - (ii) recommend to any *PRA* that the *PRA/s* apply *the Rules* against a *Trainer* or an *Owner* in a manner recommended by the *TDT* (in which case it will then be a matter for the relevant *PRA* as to whether it implements that recommendation);
 - (d) if either party intends to challenge the decision of the *TDT* by way of *External Proceedings*, it must provide written notice of that intention to the other party, the relevant *PRA*, and *Racing Australia* within 7 days of the *TDT*'s decision. If that is done, then from that point *Racing Australia* and/or the relevant *PRA*, as applicable, must not take any action in relation to the relevant disputed *Training Fees* and/or *Training Disbursements* until, subject to TOR Rule 8(6)(e), the outcome of the *External Proceedings* is known;
 - (e) if notice of an intention to commence *External Proceedings* is provided in accordance with TOR Rule 8(6)(d), but the notifying party has not provided *Racing Australia* with evidence of the commencement of *External Proceedings* within 28 days of the *TDT*'s decision then:
 - (i) if the *TDT* has ordered that an amount be paid to a *Trainer* in respect of *Training Fees* and/or *Training Disbursements*, the *Owner* must pay the *Trainer* the amount determined by the *TDT* within 2 days of that date (that is, within 30 days of the *TDT*'s decision);
 - (ii) *Racing Australia* and/or the relevant *PRA*, as applicable, may take any action in relation to the relevant disputed *Training Fees* and/or *Training Disbursements* that it is permitted to take under *the Rules*, provided it does not receive evidence of the commencement of *External Proceedings* before taking such action; and
 - (iii) if *Racing Australia* receives evidence of the commencement of *External Proceedings* more than 28 days after the *TDT*'s decision, then from that point *Racing Australia* and/or the relevant *PRA*, as applicable, must not take any action in relation to the relevant disputed *Training Fees* and/or *Training Disbursements* until the outcome of the *External Proceedings* is known.
 - (f) if notice of an intention to commence *External Proceedings* is not provided in accordance with TOR Rule 8(6)(d), and the *TDT* has ordered that an amount be paid to a *Trainer* in respect of *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;
 - (g) an unsuccessful party to an application before the *TDT* must bear the cost of the relevant *Filing Fee* in respect of that application;
 - (h) further to TOR Rule 8(6)(g), if the *Trainer* succeeds before the *TDT* and the proceeding was commenced by the *Trainer*, the unsuccessful *Owner* must pay the successful *Trainer* an amount equivalent to the *Filing Fee* within 7 days of the *TDT*'s decision;
 - (i) further to TOR Rule 8(6)(g), if the *Owner* succeeds before the *TDT* and the proceeding was commenced by the *Owner*, the unsuccessful *Trainer* must pay the successful *Owner* an amount equivalent to the *Filing Fee* within 7 days of the *TDT*'s decision; and
 - (j) other than as provided in TOR Rule 8(6)(g) to 8(6)(i), 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 a party (**first party**) pay some or all of the costs of the other party if the *TDT* is satisfied that:
 - (i) the *first party* commenced or responded to the *TDT* proceedings vexatiously; or
 - (ii) the *first party*'s commencement of, or response to, the *TDT* proceedings had no reasonable prospect of success.
- (7) A *TDT* has jurisdiction to determine all issues or questions relevant to determining a dispute between a *Trainer* and an *Owner* (or *Owners*) in relation to the payment of *Training Fees* and/or *Training Disbursements*. A *TDT* does not have jurisdiction to determine disputes between Co-owners.
- (8) Despite anything in TOR Rule 8 and TOR Rule 2(3), 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 TOR Rule 8, being to have in place a *TDT* to impartially and efficiently determine disputes in respect of *Training Fees* and/or *Training Disbursements*. This subrule means that a *PRA* is able to make local rules inconsistent with TOR Rules 8(4) to 8(6), but only if they are procedurally fair and not inconsistent with the stated overriding purpose of TOR Rule 8.

TOR Rule 9 – Facilitating payment after a decision of a *TDT*

- (1) If a *TDT* makes an award in favour of a *Trainer*:
- (a) subject to TOR Rule 8(6)(d) and 9(2), the following consequences apply to the defaulting *Owner*:
 - (i) if the *Owner* owns 50% or more of the total ownership of the relevant *horse*, *Racing Australia* will not process any *Stable Return* seeking to transfer the *horse* to another *Trainer*;

- (ii) Racing Australia and/or relevant *PRA* responsible for any registration function in respect of the relevant *horse* will not register any transfer of the relevant *Owner's* interest in the *horse*; and
 - (iii) the relevant *PRA/s* must, other than in a *Special Circumstance* to be determined in its discretion, *Freeze* the payment of any *prizemoney* to which the *Owner* would otherwise be entitled.
- (2) The consequences in TOR Rule 9(1)(a) will apply until the *Training Fees* and/or *Training Disbursements* the subject of the *TDT's* award are paid by the *Owner* to the *Trainer*.
- (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 TOR Rule 9(2):
- (a) *Racing Australia* will notify the *Owner*, the *Trainer* and the relevant *PRA/s* of that, after which the relevant *PRA/s* must, other than in a *Special Circumstance* to be determined in its discretion, pay any *prizemoney* to which the *Owner* would otherwise be entitled to the *Trainer* in payment of any *Training Fees* and/or *Training Disbursements* outstanding to the *Trainer*. Subject to any *Special Circumstance* determined by a *PRA*, the defaulting *Owner* expressly waives any right to objecting to a *PRA's* payment of that *prizemoney* to the *Trainer*;
 - (b) the relevant *PRA/s* will retain its powers under *the Rules* to take action against the defaulting *Owner* (including to refuse to accept a nomination for a *horse* to race); and
 - (c) the *Trainer* will retain the *Trainer's* rights under the *STA* and at general law.
- (4) For the purposes of TOR Rule 9(1)(a)(iii) and 9(3), if the *PRA* of the *TDT* in which the decision was made notifies *Racing Australia* that it is not in possession of an amount of *prizemoney* to which the *Owner* would otherwise be entitled that is sufficient to satisfy (in whole or in part) the payment of any *Training Fees* and/or *Training Disbursements* outstanding to the *Trainer*:
- (a) *Racing Australia* will notify the *Owner*, the *Trainer* and any other *PRA/s* which may be in possession of such *prizemoney*; and
 - (b) if:
 - (i) one of those *PRAs* is in possession of an amount of *prizemoney* to which the *Owner* would otherwise be entitled that is sufficient to satisfy (in whole or in part) the payment of any *Training Fees* and/or *Training Disbursements* outstanding to the *Trainer*, that *PRA* is a relevant *PRA* and *Racing Australia* may direct that *PRA* to pay any outstanding *Training Fees* and/or *Training Disbursements* to the *Trainer* from that *prizemoney*; and
 - (ii) if more than one of those *PRAs* is in possession of an amount of *prizemoney* to which the *Owner* would otherwise be entitled that is sufficient to satisfy (in whole or in part) the payment of any *Training Fees* and/or *Training Disbursements* outstanding to the *Trainer*, those *PRAs* are each a relevant *PRA* and *Racing Australia* may determine the order in which one or more of those *PRAs* are, on *Racing Australia's* direction, to pay any outstanding *Training Fees* and/or *Training Disbursements* to the *Trainer* from that *prizemoney*.
- (5) If *Racing Australia* or a *PRA* directs *prizemoney* to which an *Owner* would otherwise be entitled be paid to a *Trainer* pursuant to TOR Rule (3)(a), 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* must refund to the *Owner* the amount paid to the *Trainer* by that *PRA* within 7 days.
- (6) A *Trainer* must inform *Racing Australia* within 24 hours of becoming aware of having received payment from an *Owner* of any *Training Fees* and/or *Training Disbursements* ordered by a *TDT* to be paid to the *Trainer*.

APPENDIX 1: INTERPRETATION OF THE TOR RULES

DEFINITIONS

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

Co-owner in relation to a *horse* means a *person* who owns a *horse* together with at least one other *person* and is registered or is intended to be registered with *Racing Australia* as an *Owner*.

Direct Payment Disbursements means costs or expenses in relation to the training and/or care of a *horse* which are to be directly invoiced to an *Owner* of a *horse* 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 these *TOR Rules*, and in the *STA*, as amended from time to time.

Enforcement Action Application (EAA) means the *Racing Australia* form of that name referred to in these *TOR Rules*, as amended from time to time, which a *Trainer* is entitled to submit to *Racing Australia* in accordance with TOR Rule 6 once the *Presumption of a Training Debt* arises.

Exempt Owner means an *Owner* who is not required to comply with the *STA*, being an *Owner*: (a) who themselves trains a *horse* pursuant to an owner/trainer *licence* and does not also train the *horse* for any other *Owner*; or (b) who employs (as an employee pursuant to a written contract of employment), or otherwise engages (pursuant to a written contract for services) a *Trainer* to train a *horse* or *horses* exclusively for that *Owner* so that the *Trainer* does not train a *horse* for anyone else.

Exempt Trainer means a *Trainer* who is not required to comply with the *STA*, being a *Trainer*: (a) with an owner/trainer *licence* who does not also train the *horse* for any other *Owner*; and/or (b) who is contracted in writing to provide *Training Services* exclusively to an *Exempt Owner*.

External Proceedings means legal proceedings in a court or tribunal (not including a *TDT*) outside the *TOR Rules*.

Filing Fee means the fee set and charged by *Racing Australia* (published on the *Racing Australia Website*) to cover administrative costs of the *Training Disputes Tribunal (TDT)* process, and which is to be remitted by *Racing Australia* to the relevant *PRA* which is allocated a *TDT* proceeding by *Racing Australia*.

Fees Notice means the written fee disclosure notice a *Trainer* must provide to an *Owner* of a *horse* pursuant to TOR Rule 3, and pursuant to the *STA*.

Freeze means, in relation to *prizemoney* to which the *Owner* would otherwise be entitled, a direction by a *PRA* that that *prizemoney* be withheld or not allowed for a period of time that is fixed by the *PRA*.

Horse means a thoroughbred horse bred, kept, cared for, trained, managed and/or raced for a purpose or purposes connected with the thoroughbred racing industry in Australia. It includes a mare, filly, entire, colt, rig or gelding.

Horse Ownership Venture means a venture conducted by *Co-owners* of a *horse*, and can include racing a *horse* together, selling all or part of a *horse*, and/or *breeding* of a *horse*.

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

Managing Owner means an *Owner* of a horse who is specified as the managing owner in the HRF or other relevant registration form lodged or to be lodged with *Racing Australia*.

Notice of Election of Hearing means the *Racing Australia* form of that name referred to in these *TOR Rules* and in the *STA*, as amended from time to time, which *Racing Australia* makes available for the purpose of parties electing to take a dispute in relation to *Training Fees* and/or *Training Disbursements* to a *TDT*.

Owner means a person with an ownership interest or share in a horse and, for the purposes of these *TOR Rules*, includes a *Managing Owner*.

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 *TOR Rule* 4(4).

Prizemoney to which an Owner would otherwise be entitled means, for the purpose of these *TOR Rules*, any prizemoney which, but for these *TOR Rules*, an *Owner* would be entitled to receive from *Racing Australia* or a *PRA* in relation to the results in a race of a horse or horses owned or part owned by the *Owner* which is trained by the *Trainer*. Such prizemoney may therefore include prizemoney earned through the results of a horse/s other than the horse/s that received the relevant *Training Services* the subject of action under these *TOR Rules*.

Promoter Syndicate means a *Syndicate* where the *Co-owners* own their interest in a horse as a result of acquiring shares in the horse offered by a *Promoter* approved by a *PRA* and licensed under the *Corporations Act 2001* (Cth) and/or offered pursuant to *ASIC Corporations (Horse Schemes) Instrument 2016/790* or a successor or predecessor instrument to it.

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

Racing Australia Co-owner Agreement (COA) means the agreement of that name, as amended by *Racing Australia* from time to time, which is part of the *TOR* and published on the *Racing Australia Website*.

Racing Australia Standard Training Agreement (STA) means the agreement of that name, as amended by *Racing Australia* from time to time, which is part of the *TOR* and is published on the *Racing Australia Website*.

Racing Australia Website means www.racingaustralia.horse or another domain name as notified by *Racing Australia*.

Special Circumstance means, for the purpose of these *TOR Rules*, a circumstance which is out of the ordinary, including as stipulated to be a "special circumstance" by a *PRA* under its *Local Rules*.

TOR Commencement Date means 1 August 2017 or another date as notified by *Racing Australia*.

TOR Rules means these rules set out in this Schedule 1 to the *Australian Rules of Racing*, as amended from time to time.

Trainer means a person licensed or granted a permit by a *PRA* to train horses, and includes any persons licensed to train as a training partnership. A *Trainer* includes a licensed pre-trainer.

Trainer and Owner Reforms (TOR) means the *Racing Australia* reforms in relation to arrangements between *Trainers* and *Owners*, and between *Co-owners*, commencing on the *TOR Commencement Date*.

Training Disbursements means the amounts paid or payable by a *Trainer* to third parties in relation to the provision of *Training Services* which are not included in the *Training Fees* and for which a *Trainer* invoices an *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 body set up by each *PRA* in the States and/or Territories of Australia to determine disputes in relation to *Training Fees* and/or *Training Disbursements*, as provided for in these *TOR Rules* and in the *STA*.

Training Disputes Trust Account is the trust account held and operated by *Racing Australia* for the purposes of the *TOR*.

Training Fees means the amounts charged by a *Trainer* to an *Owner* in relation to the provision of *Training Services*, which includes the main daily training fee plus any additional daily charges for other items such as track usage fees and administration fees, together with all other costs charged by a *Trainer* to train and/or care for a horse which are not charged as *Training Disbursements*.

Training Services means all the services provided by a *Trainer* (or qualified and authorised employees or persons engaged or approved by a *Trainer*) in relation to the care, training and/or racing of a 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.

INTERPRETATION

In the interpretation of these *TOR Rules*:

- (1) Unless the context otherwise requires, italicised words and terms shall have the meaning set out in AR. 1 of *these Rules* and this Appendix 1 of these *TOR Rules*.
- (2) A document (including any notice, form or application) can be served on a *Trainer* or an *Owner*:
 - (a) at the address (electronic (including email) or otherwise) last provided to the person serving the document by the *Trainer* or the *Owner* (as applicable); or
 - (b) at the address of the *Trainer* or the *Owner* most recently recorded in the records of *Racing Australia*; or
 - (c) at the address of the *Trainer* or the *Owner* recorded on the relevant current *Racing Australia* registration form in respect of the relevant *Horse*.
- (3) Unless established to the contrary, a document (including any notice, form or application) 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.

The Racing Victoria Board has approved the following amendments to the Victorian Local Rules of Racing, effective from 1 August 2017.

AMENDMENT TO THE LOCAL RULES OF RACING: TRAINING DISPUTES TRIBUNAL

SUMMARY OF AMENDMENT

Under TOR Rule 2(2), Racing Victoria is empowered to, amongst other things:

- a. establish a Training Disputes Tribunal (TDT) for the purpose of determining disputes in relation to Training Fees and Training Disbursements (as defined); and
- b. make and enforce policies or procedures with respect to the role, powers and functions of the TDT, and any member of it.

The TOR Rules set out the circumstances in which a dispute may be taken to the TDT and the general process of a dispute through the TDT.

The new Racing Victoria TDT will be established under the Victorian Local Rules of Racing and will determine disputes in relation to fees and disbursements for training services arising from the trainer/owner agreements and TOR Rules.

Amendments effective from 1 August 2017

AR 1 DEFINITION BE ADDED AS FOLLOWS:

“Training Disputes Tribunal (or TDT)” means the body of that name established and maintained in accordance with the Trainer and Owner Reform Rules and by LR 6G(1).

LR 6G TRAINING DISPUTES TRIBUNAL BE ADDED AS FOLLOWS:

The Training Disputes Tribunal

LR 6G Appointments and Functions

(1) Appointments

Racing Victoria may:

- (a) appoint not more than five persons to constitute the Training Disputes Tribunal (the “TDT”);
- (b) appoint from amongst the persons appointed under LR 6G(1)(a):
 - (i) a Chair of the TDT; and
 - (ii) two members of the TDT to discharge the duties of the Chair in his or her absence, who must be qualified lawyers of not less than five years standing; and
- (c) define the term of office and remuneration of persons appointed to constitute the TDT.

(2) Function of the TDT:

- (a) The function of the TDT is to:
 - (i) hear and determine disputes between a Trainer (as defined in the TOR Rules) and an Owner (or Owners) (as defined in the TOR Rules) in relation to the payment of Training Fees and/or Training Disbursements (as defined by the TOR Rules); and
 - (ii) enforce and exercise any policies or procedures in respect of the role, powers and functions of the TDT, including any powers referred to in TOR Rule 8.

(3) Jurisdiction:

- (a) The TDT has jurisdiction to hear and determine all issues or questions relevant to the determination of disputes between a Trainer (as defined in the TOR Rules) and an Owner (or Owners) (as defined in the TOR Rules) in relation to the payment of Training Fees and/or Training Disbursements (as defined by the TOR Rules).
- (b) The TDT has no jurisdiction to hear or determine any disputes between co-owners of horses.

- (4) **Constitution for hearings:** To hear and determine any dispute in relation to Training Fees and/or Training Disbursements (as defined by the TOR Rules) the TDT must be constituted by one member, who must either be the Chair, a Deputy Chair, or another member delegated by the Chair to do so.

LR 6H Allocation of disputes to the TDT

- (1) **Allocation of a dispute to the TDT:** A TDT dispute is deemed to have been allocated to the TDT once:
 - (a) the TDT has received formal notice from Racing Australia that Racing Australia has allocated a matter to the TDT under the TOR Rules (and specifically, TOR Rule 5(4)); and
 - (b) Racing Victoria has received the Filing Fee (as defined in the TOR Rules and referred to in [TOR 8(1)]) from Racing Australia.
- (2) **Notice to parties of allocation of matter:** Upon receipt of the allocation of a matter to the TDT under LR 6H(1), the TDT must as soon as is reasonably practicable notify the parties to confirm that the matter has been allocated to the TDT.

LR 6I Conduct of TDT Proceedings

- (1) **Rules of procedural fairness apply:** The TDT is bound by the rules of procedural fairness.
- (2) **Directions and orders:**
 - (a) Subject to (b), the TDT may, at any time and as it sees fit, make any direction or order (including any interim direction or order) in respect of:
 - (i) the conduct of a proceeding (including in respect of the mediation of a dispute the subject of the proceeding); and
 - (ii) the hearing and determination of a dispute the subject of the proceeding.
 - (b) The TDT must not direct or order that a hearing take place on the papers without the express agreement of each party to the proceeding.
- (3) **No right to legal representation:**
 - (a) A party to a proceeding (including any hearing conducted orally or on the papers) is not automatically entitled to legal representation before the TDT.
 - (b) The TDT may grant leave to a party to a proceeding (including any hearing conducted orally or on the papers) 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 in the proceeding;
 - (ii) the amount disputed;
 - (iii) whether or not the case is of general importance to the racing industry; and/or
 - (iv) the interests of justice in the circumstances of the case.
- (4) **Hearings and evidence:** In respect a hearing before the TDT:
 - (a) the TDT must make all reasonable efforts to hear and determine a dispute in an efficient and timely manner, having regard to the complexity and nature of the issues in dispute, and the circumstances of the case;
 - (b) the TDT is entitled to determine any matter relevant to the dispute, and may:
 - (i) determine whether Training Fees and/or Training Disbursements (as defined in the TOR Rules) must be paid and in what amount, including in relation to any payments paid into the Training Disputes Trust Account (as defined in the TOR Rules);
 - (ii) make any order or direction to give effect to any determination referred to in LR 6I(3)(b)(i);
 - (iii) recommend to Racing Victoria that Racing Victoria (or the Stewards) apply the Rules against a trainer or owner in a manner recommended by the TDT (in which case it will then be a matter for Racing Victoria (or the Stewards) as to whether it implements such a recommendation). A recommendation made under this rule may relate to the subject matter of the dispute (and related conduct), or to the conduct of a party during the proceeding;
 - (c) subject to LR6I(1)(b), the TDT may, subject to the requirements of procedural fairness, hear matters in any manner which the TDT sees fit, including:
 - (i) if the parties to a hearing have been advised of the date, time and venue of a hearing, by conducting the hearing in the presence of the parties or representatives of the parties, or with only some of the parties or representatives of the parties or without any of the parties or representatives of the parties;
 - (ii) by hearing evidence by telephone, closed circuit television or video links;
 - (iii) by conducting a hearing on the case stated by the parties to the hearing;
 - (iv) by conducting the hearing of a matter by affidavit, statutory declaration or oral evidence;
 - (d) the TDT is not bound by the rules of evidence.
- (5) **Decisions and reasons:**
 - (a) The TDT may in the determining any matter:
 - (i) draw inferences of fact; and
 - (ii) give any judgement or decision or make such order as in the TDT's opinion the justice of the case requires.
 - (b) A decision of the TDT is binding on the parties to the proceeding as a decision under these Rules.
 - (c) The TDT must give reasons for any decision made in relation to a matter before it, and whether oral or written, such reasons form part of the record of the proceeding in which the decision is made.
 - (d) The TDT must, other than in exceptional circumstances, make all reasonable efforts to determine a dispute within 10 business days of the conclusion of the hearing of the dispute.
 - (e) If the TDT gives oral reasons, a party may, within 28 days of the decision, request the TDT to give written reasons in which case, the TDT must comply with the request within 28 days after the request was made.
- (6) **Costs**
 - (a) An unsuccessful party to an application before the TDT must bear the cost of the relevant Filing Fee (as defined in the TOR Rules) in respect of that application.
 - (b) Further to LR6I(6)(a), if the Trainer (as defined in the TOR Rules) succeeds before the TDT and the proceeding was commenced by the Trainer, the unsuccessful Owner (as defined in the TOR Rules) must pay the successful Trainer an amount equivalent to the Filing Fee within 7 days of the TDT's decision.

- (c) Further to LR6I(6)(a), if the Owner (as defined in the TOR Rules) succeeds before the TDT and the proceeding was commenced by the Owner, the unsuccessful Trainer (as defined in the TOR Rules) must pay the successful Owner an amount equivalent to the Filing Fee within 7 days of the TDT's decision.
 - (d) Other than as provided in this sub-rule LR 6I(6), 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 a party (the first party) pay some of all of the costs of the other party if the TDT is satisfied that:
 - (i) the first party commenced or responded to the TDT proceedings vexatiously;
 - (ii) the first party unreasonably hindered the TDT in its management or conduct of the proceedings; or
 - (iii) the first party's commencement of, or response to, the TDT proceedings had no reasonable prospect of success.
 - (e) The TDT may make any order or direction to give effect to the matters set out in this sub-rule LR 6I(6).
- (7) TDT may determine whether hearings are conducted in private or in public:**
- (a) The TDT may determine whether a hearing is to be held in private or in public.
 - (b) The TDT may order that any evidence given at a hearing, the content of any document produced to the TDT, or any information that might enable a party or another person to be identified must not be published or published only in the manner and to persons specified by the TDT.
- (8) Cessation or withdrawal of proceedings prior to hearing:**
- (a) The parties to a proceeding before the TDT may, by consent, apply to the TDT for the cessation or withdrawal of a proceeding.
 - (b) The TDT may in its discretion grant leave to a party who initiated the Notice of Election of Hearing (as defined in the TOR Rules) to withdraw the proceeding from the TDT.
- (9) Dismissal of certain proceedings:** The TDT may make any order to dismiss any proceeding without a hearing if, following the allocation of dispute to it under LR 6G(1), if it is satisfied that the dispute is frivolous, vexatious, misconceived or lacking substance.
- (10) Multiple hearings involving one trainer:** If more than one proceeding before the TDT relates to the same trainer, but involves multiple owners, and arises out of the same or a similar set of circumstances, all of the proceedings may, subject to the discretion of the TDT, be heard and determined together by the TDT.
- (11) TDT may otherwise regulate its own procedure:** Except as otherwise required by these Rules, the TDT may regulate its own procedure in respect of any proceeding before it.

The Racing Victoria Board has approved the following amendments to the Victorian Local Rules of Racing, effective from 1 August 2017.

AMENDMENT TO THE LOCAL RULES OF RACING: LR 41

SUMMARY OF AMENDMENT

Currently LR 41 stipulates a number of specific weights in the context of:

- minimum weights at Night and Twilight meetings;
- minimum weights in “Welter” races;
- maximum weights in Quality races; and
- minimum topweight at declaration of weights and at acceptance time in Highweight races.

The various elements of the rule are now either redundant or outdated and each are being managed by the RV Handicapping Policy (none of which is in contravention of LR 41).

It was therefore approved that LR 41 be deleted and RV manage specific elements of minimum and maximum weights within the RV Handicapping Policy (and where required within the advertised conditions of specific races).

Amendments effective from 1 August 2017

LR 41 BE DELETED AS FOLLOWS:

LR 41 – Allotment of weights

(1) ~~Minimum weight: The minimum weight:~~

- ~~(a) In all races conducted at night meetings, other than Group and Listed races, the minimum weight shall not be less than 54kg.~~
 - ~~(b) In all races conducted at twilight meetings, as designated in Inside Racing, other than Group and Listed races, the minimum weight shall not be less than 54kg.~~
 - ~~(c) For welter handicaps the minimum weight shall not be less than 55kg.~~
 - ~~(d) For Highweight races the minimum weight shall not be less than 63kg.~~
- ~~{amended 3/10/02, 1/8/05, former (1) deleted and (2) renumbered (1) 1/1/07; amended 5/4/07}~~

(2) ~~Maximum weight for Quality Handicap: The maximum weight in a quality handicap is 60kg and no horse may be re-handicapped above 60kg. [formerly LR 41(5), renumbered 1/1/07]~~

(3) ~~Minimum top weight for Highweight races:~~

- ~~(a) The top weight for Highweight handicap flat races must not be less than 68kg.~~
- ~~(b) If, at the declaration of acceptances for a Highweight handicap flat race, the weight allocated to the highest weighted acceptor (including any extra weight by way of re-handicap or penalty) is less than 67kg, then the allocated weights for the race must be increased until the highest weighted acceptor is weighted at 67kg.~~

~~[(3) adopted 5/2/09]~~

AMENDMENT TO THE LOCAL RULES OF RACING: LR 47E

SUMMARY OF AMENDMENT

The recent implementation of 30 minute gaps between races on race day has placed additional time pressures on various procedural steps to be undertaken by Stewards in accordance with the Rules of Racing. In particular, the shorter gaps have not allowed for sufficient time for weighing out.

Currently, LR 47D reads:

***LR 47D** Riders must be in attendance in the Jockeys Room at least 45 minutes prior to the advertised starting time of any race in which they are engaged to ride. [adopted 1/8/02]*

A new Local Rule 47E has been approved that requires riders to weigh out in advance for races held during race meetings which have a scheduled interval of less than 40 minutes between races.

The practical implications of this rule are to allow trainers to saddle their horses earlier which, in turn, allows the horses to be paraded and viewed by the public within sufficient time to maintain the tighter scheduled intervals between races.

Amendments effective from 1 August 2017

LR 47E BE ADDED AS FOLLOWS:

[LR 47E Weighing out in advance](#)

[At any race meeting which has a scheduled interval of less than 40 minutes between races:](#)

- [1\) A rider must weigh-out at least 30 minutes prior to the advertised starting time of the first race in which they are engaged to ride.](#)
- [2\) If a rider is engaged to ride in consecutive races at a race meeting, that rider must weigh-out for both races at least 30 minutes prior to the advertised starting time of the first race.](#)

AMENDMENT TO THE LOCAL RULES OF RACING: LR 50(2) & LR 23C

SUMMARY OF AMENDMENT

Currently, there are three Rules which refer specifically to unruly horses:

- LR 23C Unruly or wayward horses;
- LR 50(2) Approval for horses to start in a race; and
- AR 64.

Proposed amendments to the Local Rules have been approved that reflect the current practice of Stewards and allow discretion to give a formal warning without automatically requiring the satisfactory completion of a trial, or alternatively to suspend a horse for unruly behaviour.

LR 50 Approval for horses to start in a race

As LR 50(2) prescribes the requirement for the satisfactory performance of the horse in a jump-out or an official trial before a horse will be permitted to start again, which is contrary to the current practice of the Stewards it was resolved that LR 50(2) be deleted. Further, given the powers of the Stewards to suspend a horse pursuant to AR 64, LR 50(2) is considered to be redundant.

LR 23C Unruly or wayward horses

It is proposed to amend LR 23C to allow for the Stewards to require a non-competitive, sufficiently unruly or wayward horse to be subject to “any test, jump-out or official trial to the satisfaction of the Stewards”. The inclusion of the provision of “any test” or “jump-out” in addition to “official trials” allows the Stewards to determine which is the appropriate mechanism.

Such amendments are also consistent with the wording of AR 64 (an Australian Rule which is, relevantly, restricted to horses with unruly barrier manners). LR 23C allows Stewards to suspend horses who display non-competitive, unruly or wayward behaviour, including outside the barriers or during a race.

Amendments effective from 1 August 2017

LR 50(2) BE DELETED AND LR 50(3), (4) & (5) BE AMENDED AS FOLLOWS:

STARTING

LR 50 Approval for horses to start in a race

...

- ~~(2) **Further approval required after Stewards' warning:** If a trainer receives an official warning from the Stewards in respect of a horse being unruly at the barrier prior to a race or for any other reason, the horse is not permitted to start again in a race unless the trainer has obtained the express approval of the Stewards following the satisfactory performance of the horse in a jump-out or an official trial as directed by the Stewards.~~
- (3) Horses to be ridden into the starting stalls:** A horse taking part in a jump-out or official trial for the purpose of obtaining approval from the Stewards pursuant to LR 50(1) ~~or (2)~~ must be ridden into the starting stalls with, if required, the assistance of only one person who may lead it into the stalls.
- (4) Jump-Outs:** Where a horse is entered in a jump-out for the purpose of obtaining an approval under LR 50(1) ~~or LR 50(2)~~, the trainer or other person in charge of the horse must:
 - have officially named the horse prior to entering into the jump-out; and
 - ensure the horse is wearing racing colours in the jump-out.
- (5) Prohibited substance:** Where a horse is presented to engage in a jump-out being conducted at private premises for the purpose of obtaining an approval under LR 50(1) ~~or LR 50(2)~~, and a prohibited substance is detected in any sample taken from it prior to or following such engagement, the trainer and any other person who was in charge of the horse at any relevant time may be penalised.

LR 23(C) BE AMENDED AS FOLLOWS:

LR 23C Unruly or wayward horses

- (1) **Stewards may suspend:** The Stewards may suspend any horse which they consider has been non-competitive, sufficiently unruly or wayward.
- (2) **Suspended horse may not start:** Any horse so suspended must not start in any race until such time as it has performed in any [test, jump-out or](#) official trial to the satisfaction of the Stewards.

AMENDMENT TO THE LOCAL RULES OF RACING: LR 69A & LR69B

SUMMARY OF AMENDMENT

The addition of AR 182 and AR 183F have rendered LR 69A and LR 69B redundant as the Australian Rules have adopted the language of the Local Rules as follows:

AR 182 relevantly states:

- (2) *In addition to any of the restrictions that may apply in respect of a disqualified person, including those set out in AR 182(1), the Principal Racing Authority or the body which imposed the disqualification may order the disqualified person:*
- (a) *not to participate in social media or mainstream media in relation to any racing or wagering matter;*
 - (b) *to adhere to such other restrictions as may be necessary or desirable to prevent conduct by the disqualified person that could be prejudicial to the image or interests or welfare of racing*

AR 183F relevantly states:

In addition to any of the restrictions that may apply to a suspended person under the Rules, the Principal Racing Authority or the body which imposed the suspension may order the suspended person:

- (1) *not to enter designated places at racecourses except at times or on conditions as may be specified in the order;*
- (2) *not to participate in social media or mainstream media in relation to any racing or wagering matter; and*
- (3) *to adhere to such other restrictions as may be necessary or desirable to prevent conduct by the suspended person that could be prejudicial to the image or interests or welfare of racing.*

Amendments effective from 1 August 2017

LR 69A & LR 69B BE DELETED AS FOLLOWS:

LR 69A – Further powers in respect of suspended persons

~~In addition to any of the restrictions that may apply to a suspended person under these Rules, the Principal Racing Authority, the Stewards or the RAD Board who imposed the suspension may order the suspended person:~~

- ~~(a) not to enter racecourses or designated places at racecourses except at times or on conditions as may be specified in the order;~~
- ~~(b) not to participate in social media or mainstream media in relation to any racing or wagering matter; and~~
- ~~(c) to adhere to such other restrictions as may be necessary or desirable to prevent conduct by the suspended person that could be prejudicial to the image or interests or welfare of racing.~~

~~[LR 69A added 23/10/13]~~

LR 69B – Further powers in respect of disqualified persons

~~In addition to any of the restrictions that may apply in respect of a disqualified person under these Rules, the Principal Racing Authority, the Stewards or the RAD Board who imposed the disqualification may order the disqualified person:~~

- ~~(a) not to participate in social media or mainstream media in relation to any racing or wagering matter; and~~
- ~~(b) to adhere to such other restrictions as may be necessary or desirable to prevent conduct by the disqualified person that could be prejudicial to the image or interests or welfare of racing.~~

~~[LR 69B added 23/10/13]~~

AMENDMENT TO THE LOCAL RULES OF RACING: LR 54(4)

SUMMARY OF AMENDMENT

The Stewards wish to allow specific gear to be worn by a horse from the mounting yard to the starting stalls and then be removed at the starting stalls prior to a race. This is not expressly allowed under current LR 54 which states:

LR 54 General obligations

- (1) *Trainers responsible for gear: Trainers must ensure that all racing gear used by them is:*
 - (a) *approved for use pursuant to the Rules; and*
 - (b) *in proper usable condition.*
- (2) *Application for approval: Except with the permission of the Stewards which may be given only in special circumstances, applications for approval or removal of gear in accordance with AR 140B must be lodged with the Stewards before declaration of acceptance for the race in which the horse is intended to start.*
- (3) *To be fitted before leaving mounting yard: All gear to be used on a horse in a race must be fitted to the horse before the horse leaves the mounting yard to participate in the race.*

Accordingly, a new sub-rule LR 54(4) has been introduced to provide an exception for specified gear to be worn from the mounting yard to the starting stalls only. At this stage, it is anticipated that approval will only be granted for ear muffs.

Amendments effective from 1 August 2017

LR 54(4) BE ADDED AS FOLLOWS:

LR 54 General obligations

- ^{***}
(4) **Stewards' permission required for specific gear to be worn to starting stalls:** Trainers must apply for, and obtain, the Stewards' permission for specific racing gear to be worn by a horse from the mounting yard to the starting stalls only and then removed at the starting stalls prior to the start of the race. Any application must be in relation to gear listed in the National Gear Register only and must be lodged with the Stewards before declaration of acceptance for the race in which the horse is intended to start.

AMENDMENT TO THE LOCAL RULES OF RACING: LR 55H

SUMMARY OF AMENDMENT

LR 55H is the current rule that governs the use of Blinkers / Visor Blinkers.

A series of amendments to allow for technological advancements and the current requirements of Stewards have been introduced, and LR 55H has been replaced.

As a result of the changes, amongst other things, it is no longer necessary for a trainer to make a written and signed application to Stewards for permission to use blinkers when such request can be made on-line or via telephone at acceptance time. Further, Clubs do not require a trainer to advise if a horse is racing in blinkers. It is also noted that, historically, the Stewards have not required an application for approval for the engagement of an apprentice to ride a horse to be raced in blinkers/visor blinkers.

Amendments effective from 1 August 2017

LR 55H BE DELETED AND REPLACED AS FOLLOWS:

LR 55H – Blinkers/Visor Blinkers

(1) ~~Horses which have not raced:~~

- ~~(a) **Application to use:** Application to use blinkers/visor blinkers on a horse which has not raced or trialled in an official trial must be made to the Stewards in writing stating when and where the horse will compete in an official trial for approval to race in blinkers.~~
- ~~(b) **Grant of permission to use:** Permission for a horse which has not raced or trialled in an official trial to do so may be granted if the horse performs in an official trial or jumpout in blinkers/visor blinkers to the satisfaction of stewards before the time of declaration of acceptance for the race in which it is intended to start.~~
- ~~(c) **Conduct of trial for approval to race in blinkers/visor:** Where a horse is being trialled to obtain the Stewards' permission to use blinkers in a race, the official trials or jumpouts must be started from the starting stalls with at least 6 runners, unless otherwise approved by the Stewards, and run over not less than 800 metres.
[amended 4/3/04, 2/12/04, 1/9/09]~~

(2) ~~Horses which have raced:~~

- ~~(a) Stewards may grant approval for a horse to race in blinkers/visor blinkers if:
 - ~~(i) the application is lodged in writing before declaration of acceptance for the race it is intended to start; or~~
 - ~~(ii) the horse has previously raced the trainer signs a declaration stating that the horse has either worked in blinkers/visor blinkers with other horses or performed in blinkers/visor blinkers in a trial to the trainer's satisfaction and the trainer believes that the horse will race tractably and safely in blinkers/visor blinkers.~~~~
- ~~(b) Unless there are exceptional circumstances permission to race in blinkers/visor and subsequently races without them.
[amended 4/3/04]~~

(3) ~~[deleted 1/9/10]~~

~~(4) **Stable return:** An owner or trainer intending to use blinkers/visor blinkers on a horse in a race must lodge an amended stable return in respect of such horse before declaration of acceptances. [amended 4/3/04]~~

~~(5) **Permission to discontinue use:** Permission to discontinue the use of blinkers/visor blinkers on a horse must be obtained from the Stewards and an amended stable return lodged prior to declaration of acceptances. [amended 4/3/04]~~

~~(6) **Notice to racing clubs:** Owners or trainers must also advise the club concerned at acceptance time whether the horse is racing in blinkers for the 1st, 2nd or 3rd time or whether the horse is racing without blinkers/visor blinkers. [amended 4/3/04]~~

~~(7) **Apprentice must be approved:** The engagement of an Apprentice to ride a horse to be raced in blinkers/visor blinkers must be approved by the Stewards. [amended 4/3/04]~~

(8) ~~Jumping races:~~

- ~~(a) Horses which have been approved to race in blinkers/visor blinkers may compete in jumping races in non-hooded type blinkers/visor blinkers which have been specifically approved by the Stewards.~~
- ~~(b) A trainer of a horse which has been approved to race in blinkers/visor blinkers on the flat who wishes to not use blinkers/visor blinkers on that horse in a jumping race must seek approval from the Stewards to remove the blinkers/visor blinkers prior to declaration of acceptance for the race it is intended to start.
[amended 4/3/04]~~

~~(9) **Clubs to have emergency sets:** All racing clubs must provide two sets of blinkers/visor blinkers of different sizes for use in an emergency. [amended 4/3/04]~~

(10) ~~Penalty of trainer:~~ A trainer may be penalised for:

- ~~(a) using unapproved or otherwise unsuitable blinkers/visor blinkers;~~
- ~~(b) failing to have blinkers/visor blinkers on a horse which has been approved to race in same; or~~
- ~~(c) having blinkers on a horse which has not been approved to race in blinkers/visor blinkers.~~

~~[amended 4/3/04, 1/9/09]~~

~~(11) [deleted 1/8/09]~~

LR 55H Blinkers/Visor Blinkers

(1) Application for a horse to race in blinker/visor blinkers:

Stewards may grant approval for a horse to race in blinkers/visor blinkers if:

- (a) the horse:
 - i. has raced previously;
 - ii. has competed in an Official Trial; or
 - iii. has been granted approval to race by the Stewards upon successful completion of a jump-out;
- (b) an application for the horse to race in blinkers/visor blinkers is lodged with the Stewards before declaration of acceptances for the race it is intended to start; and
- (c) the trainer submits a declaration that the horse has worked in blinkers/visor blinkers with other horses, performed in blinkers/visor blinkers to the trainer's satisfaction, and the trainer believes that the horse will race tractably and safely in blinkers/visor blinkers.

(2) Stable return: An owner or trainer intending to use, or discontinue the use, of blinkers/visor blinkers on a horse in a race must lodge an amended stable return in respect of such horse before declaration of acceptances.

(3) Permission to discontinue use: An application to discontinue the use of blinkers/visor blinkers on a horse must be lodged with, and permission must be obtained from, the Stewards before declaration of acceptances for the race in which the horse is intended to start.

(4) Jumping races:

- (a) Horses which have been approved to race in blinkers/visor blinkers may compete in jumping races in non-hooded type blinkers/visor blinkers which have been specifically approved by the Stewards.
- (b) A trainer of a horse which has been approved to race in blinkers/visor blinkers on the flat who wishes to not use blinkers/visor blinkers on that horse in a jumping race must seek approval from the Stewards to remove the blinkers/visor blinkers prior to declaration of acceptance for the race it is intended to start.

(5) Penalty of trainer: A trainer may be penalised for:

- (a) using unapproved or otherwise unsuitable blinkers/visor blinkers;
- (b) failing to have blinkers/visor blinkers on a horse which has been approved to race in same; or
- (c) having blinkers on a horse which has not been approved to race in blinkers/visor blinkers.

To view the current version of the Rules of Racing, please visit the following link to the Racing Victoria website: <http://rv.racing.com/racing-and-integrity/rules-of-racing>