

TRAINING PARTNERSHIP APPLICATION

Before completing or submitting this application form please read the below information as well as pages 4 - 8.

- If either applicant does not currently have a Trainers Licence a separate application for a Trainers Licence will need to be made. This application may be submitted at the same time as the application for a Training Partnership.
- Both applicants must meet the requirements of a licensed Trainer before a Training Partnership will be granted by Queensland Racing Limited (QRL).
- The partnership must be either a legal partnership or company and have a registered ABN.
- All applications for a Training Partnership will not be reviewed by QRL unless all questions are answered in full and the declaration on page 5 has been signed and dated by both applicants.
- The business of the training partnership must have a WorkCover Queensland Policy.
- One member of the training partnership must be nominated for when horses are raced interstate. This nominated trainer can not be changed.
- All stakes payments will be payed to one nominated bank account. To change the nominated bank account both trainers must sign written documentation agreeing to the change.

The following documents should be attached to this application when lodged with QRL:

1. Certificate of Incorporation
2. Permission to train – for the Training Partnership
3. Business Plan
4. Proposed Budget

* Administration Fee is a one off processing fee for a Training Partnership. Trainer Licence application fees may still apply.

TRAINING PARTNERSHIP DETAILS

TRAINER 1

Surname: _____ Given Names: _____

Mobile #: _____ Email: _____

TRAINER 2

Surname: _____ Given Names: _____

Mobile #: _____ Email: _____

Nominated Interstate Trainer: _____

WorkCover Policy No: _____

PARTNERSHIP MAILING DETAILS

Address: _____

Suburb: _____ Postcode: _____

PARTNERSHIP ABN & BANK ACCOUNT DETAILS

Partnership ABN: _____

Is this Partnership registered for GST? Yes / No _____

Partnership Bank Details

Account Name: _____

BSB #: _____ Account #: _____

PARTNERSHIP STABLE ADDRESS & TRAINING LOCATION

Stable Address: _____

Training Location::

(attach a copy of the partnerships permission to train to this application)

How many horses will the partnership have in work? _____

Horses

(Please list the names of all horses to be trained by the Partnership)

Staff

(please list all licensed staff to be employed by Partnership)

A. TERMS AND CONDITIONS OF LICENCE, PERMIT OR APPROVAL

1. "Trainer 1" and "Trainer 2" ("**the Applicants**"), acknowledge and agree to be subject to and be bound by :
 - (a) the Australian and Local Rules of Racing (**Rules**) as amended or varied from time to time, and
 - (b) such Rules and directions as may from time to time be formed, made or given by the Principal Racing Authority ("**PRA**"), the Stewards of the PRA ("**Stewards**") or the Officials of any racing Club registered by the PRA to conduct thoroughbred racing under the Rules and the *Racing Act 2002* ("**Club**").
2. This licence, permit or approval shall be governed by the laws of the State of Queensland and the Applicants agree to submit to the jurisdiction of the courts operating in the State of Queensland.
3. The following conditions are required for approval of a Training Partnership:
 - a. No more than two (2) Trainers in a Partnership
 - b. No person may be involved in more than one (1) Partnership
 - c. The Training Partnership must be registered with WorkCover Queensland
 - d. Both members of the Partnership agree to take equal responsibility for the training of the horses
 - e. The Partnership must be either a legal partnership or company and have a registered ABN
 - f. The Partnership must nominate one bank account, for which stake payments are to be paid
 - g. Where an apprentice is employed, they are to be registered to the Partnership, and
 - h. A minimum of 20 horses shall be trained in Partnership.

B. COLLECTION STATEMENT

The PRA is the Control Body responsible for and carries out the functions of:

- determining and issuing occupational licences authorising persons to participate in the Queensland thoroughbred racing industry ("**Licensed Persons**"), and
- supervising Licensed Persons.

PRIVACY

This Statement is provided under the *Privacy Act 1988* (Cth) and the *Information Privacy Act 2000*

In the course of performing its functions, the PRA will seek personal and financial information about each of you from yourselves and third parties for the purposes of:

- making determinations in relation to your Training 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.

The PRA 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. The PRA 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 the Queensland Racing Magazine, a publication produced by the PRA, and on the PRA's website.

You may make a request to the PRA to gain access to information held by it in relation to yourself by writing to Queensland Racing Limited, P.O. Box 63, Sandgate, Queensland. 4017.

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

C. 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 Train 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 as amended or varied from time to time
 - such Rules and directions as may from time to time be formed, made or given by the PRA, Stewards or Official of any Club, and
 - agree not to make any public statement or comment that may prejudice any investigation, inquiry or hearing before the Stewards or First Level Appeals Committee or Racing Appeals Tribunal.
- acknowledge 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 the PRA obtaining personal and financial information from us and third parties for the purposes described in the Collection Statement. We further acknowledge and agree to the PRA 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 the PRA
- agree that we shall register with the PRA all new stable employees at the commencement of their employment, and
- authorise the PRA 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.

SIGNED:

.....
(signature)

.....
(signature)

.....
(print name)

.....
(print name)

Date:

Date:

D. REQUIREMENT FOR LEGAL ADVICE

Prior to being granted permission to Train in Partnership, both training partners are required to receive legal advice as to the effect of the provisions of LR.47A, particularly in regard to punishment under the Rules. In general, the following points should be noted:

- Both trainers in a Partnership are 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 (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 either in Queensland or interstate, then both trainers are also automatically deemed responsible for the purposes of adoption of the penalty.
- 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 statements about the effect of LR.47A and are not intended to replace your own legal advice.

DECLARATION OF TRAINERS

For the purpose of my application to Train in Partnership, I acknowledge the general effect of LR.47A with regard to punishment under the Rules of Racing as summarised above. I have received legal advice in relation to this matter from the Legal Practitioner named below and have had the effect of LR.47A explained to me by that person.

.....
(signature)

.....
(signature)

.....
(print name)

.....
(print name)

Date:

Date

DECLARATION OF LEGAL PRACTITIONER(S)

I have advised the above named trainer(s) in relation to the effect of LR.47A with regard to punishment under the Rules of Racing.

.....
(signature)

.....
(signature)

.....
(print name)

.....
(print name)

of
An Australian Legal Practitioner
within the meaning of the *Legal
Profession Act 2004*

of
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

.....

.....

.....

.....

Date:

Date:

TRAINING PARTNERSHIP RULES

LR.47A. Training Partnerships

- (1) Two trainers who have been granted either a license to train or permit to train may be given permission to Train in Partnership with one another.
- (2) Trainers who have permission to Train in Partnership:
 - a) must not train any horses as an individual trainer or in any other Training Partnership;
 - b) share all responsibilities, duties and obligations under the Rules in regard to the training of racehorses, and
- (3) An application for permission to Train in Partnership shall:
 - a) be in such form
 - b) provide such information, and
 - c) be accompanied by such fee

as is prescribed by the PRA.
- (4) The PRA may in their absolute discretion relieve Applicants for permission to Train in Partnership from the preconditions set out in this Rule.
- (5) The PRA may:
 - a) without being required to give any reasons, refuse permission to Train in Partnership, or
 - b) grant permission subject to such terms and conditions as the PRA think fit, including but not limited to restrictions regarding duration and locality or both.
- (6) The PRA may at any time in their absolute discretion:
 - a) revoke permission to Train in Partnership, including without limitation where one or both Applicants cease to meet the requirements to be granted permission in accordance with the Rules, or where one or both of the training partners have been suspended or disqualified, or
 - b) vary or amend any of the terms or conditions of any permission to Train in Partnership.
- (7) It is a precondition to the grant of permission to Train in Partnership that:
 - a) neither Applicant holds a license or permit to train in another racing jurisdiction, other than a license or permit to Train in Partnership with one another
 - b) the Stewards are satisfied as to the bona fides of the Training Partnership, and
 - c) a minimum of 20 horses shall be trained in the Partnership.
- (8) Where there has been a breach of the Rules by one or both of the trainers training in Partnership, then both trainers shall be deemed jointly and severally responsible and may be charged and punished accordingly.
- (9) Where a penalty has been imposed by another Principal Racing Authority upon one or both of the trainers in a Training Partnership, then both trainers shall be deemed jointly and severally responsible for the purposes of adoption or recognition of that punishment in accordance with these Rules.
- (10) Sub-rules (8) and (9) do not apply where the relevant breach or punishment imposed:
 - a) does not relate in any way to the training of racehorses, or
 - b) involves conduct of a kind that may be punishable under AR.175(a).
- (11) Visiting Training Partnerships granted by another Principal Racing Authority will be recognised provided the applicants lodge with the PRA in Queensland all the approved forms relating to an application for a Training Partnership.