

Application for a Trainers Partnership Licence

PARTNERS			
PARTNER A	Surname	Given Names	
PARTNER B	Surname	Given Names	
PARTNER C	Surname	Given Names	
PARTNERSHIP CONTACT DETAILS			
Postal Address			
Suburb		State	Postcode
Home Phone	Mobile number	Fax number	
Email			
PRINCIPAL NSW STABLE ADDRESS			
Stable Address			
Suburb		State	Postcode
Number of Horses		Number of Yards / Stables	
Training venue (Registered Track)			
List all Staff			
PRIZEMONEY BANKING DETAILS (payment of prizemoney – see condition A – there must be one nominated partnership bank account)			
Account name			
Bank		Branch	
BSB		Account Number	
Office Use Only			
Approved (date)		Licence No	

BUSINESS DETAILS

(See condition A – the business entity must be either a Company or a Partnership and must have an ABN)

Australian Business Number (ABN)

Are you registered for GST for racing purposes? Y / N

Where the participant has declared they are not registered for GST, this form is a declaration that their racing interests are of a Hobby Nature only. Where the licensee is GST Registered, the following agreement is given:

- The Recipient may issue Tax invoices in respect of the specified supplies
- The Supplier will not issue Tax Invoices in respect to those supplies
- The Supplier acknowledges that it is registered when it enters into the agreement and that it will notify the Recipient if it ceases to be registered
- The Recipient acknowledges that it is registered when it enters into the agreement and that it will notify the Supplier if it ceases to be registered

To avoid Withholding Tax (46.5%) being deducted from your prizemoney please declare if GST Registered or Hobbyist

NOTES ON TRAINING PARTNERSHIPS

CONDITION 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 Harness 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.

CONDITION 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 Harness Racing NSW as amended or varied by Harness Racing NSW from time to time; and
 - b) Such rules and directions as may from time to time be formed, made or given by The Board of Harness Racing NSW (“Board”), the Stewards of Harness Racing NSW (“Stewards”)
- 2) This licence, permit or approval shall be governed by the laws of Harness Racing NSW and the parties agree to submit to the jurisdiction of the courts operating in the State of NSW.

CONDITION C – PRIVACY & COLLECTION STATEMENT

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

- Determining and issuing occupational licences authorising persons to participate in the NSW harness racing industry (“Licensed Persons”); and
- Supervising Licensed Persons

In the course of performing its functions, Harness Racing NSW 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 harness racing code.

Harness Racing NSW 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. Harness Racing NSW may also obtain information about you from such authorities, bodies or persons.

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

CONDITION D – APPLICANTS’ CONSENT AND ACKNOWLEDGEMENT

Important note: All 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:

- 1) Declare that all particulars in our application are true and correct;
- 2) Acknowledge and agree to be subject to and bound by:
 - a) The Rules of Harness Racing NSW as amended or varied by Harness Racing NSW from time to time; and
 - b) Such rules and directions as may from time to time be formed, made or given by the Board or Stewards;
 - c) Agree not to make any public statement or comment that may prejudice any investigation, inquiry or hearing before the Stewards or Racing Appeals Board.
- 3) Agree to the terms and conditions of the licence, permit or approval set out above;
- 4) Acknowledge that we have read this application in full, including the Collection Statement;
- 5) Consent to Harness Racing NSW obtaining personal and financial information from us and others for the purposes described in the Collection Statement. We further acknowledge and agree to Harness Racing NSW disclosing such information to the persons and bodies stated in the Collection Statement;
- 6) Agree to open our stables for inspection at any reasonable time for an authorised Official or Steward of Harness Racing NSW ;
- 7) Agree that we shall register with Harness Racing NSW all new stable employees at the commencement of their employment; and
- 8) Authorise Harness Racing NSW 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.

PARTNER A	PARTNER B	PARTNER C
SIGNATURE	SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME	PRINT NAME
DATE	DATE	DATE

CONDITION 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 AHRR 90A (2.8), particularly in regard to punishment under the Policy of Harness Racing NSW (a copy of AHRR 90A (2.8) in addition to the HRNSW policy is attached on page 6).

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 NSW.
- 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 AHRR 90A (2.8) and are not intended to replace your own legal advice.

Your application will not be considered where the declarations on page 4 have not been signed by each trainer as well as their legal advisor(s).

DECLARATION OF TRAINERS

For the purpose of my application to train in partnership, I acknowledge the general effect of AHRR 90A with regard to punishment under the Australian Harness Racing Rules as summarised above. I have received legal advice in relation to this matter from the lawyer named below and have had the effect of AHRR 90A explained to me by that lawyer.

PARTNER A	PARTNER B	PARTNER C
SIGNATURE	SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME	PRINT NAME
DATE	DATE	DATE

DECLARATION OF LAWYERS

I have advised the above named trainer(s) in relation to the affect of AHRR 90A (2.8) with regards to punishment under the Rules of Harness Racing NSW.

SIGNATURE	SIGNATURE	SIGNATURE
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
TRAINER ADVISED:	TRAINER ADVISED:	TRAINER ADVISED:
DATE	DATE	DATE

AHRR 90A (2.8) States:

The controlling Body may grant a trainer's licence to a person to train only in partnership and each partner shall be subject to any disability, fine, suspension, disqualification or other penalty that may be imposed under the rules on any partner.

HRNSW POLICY NUMBER 644:

In addition to AHRR 90A (2.8) the following shall apply to a training partnership:

- (1) HRNSW may license up to three (3) persons to train as a training partnership
- (2) A person who is licensed to train as a member of a training partnership in NSW shall not train as an individual or in another partnership in Australia or elsewhere
- (3) A trainer must inform the Stewards in writing prior to withdrawing from or dissolving a training partnership. Upon receipt of such advice, the Stewards may order that horses trained by the partnership shall not race or officially trial until they are satisfied that such horses are being trained in accordance with the Rules
- (4) Permission may be granted for a training partnership provided that:
 - (a) At least one (1) member of the partnership is the holder of an A Grade Trainers license
 - (b) That all other members of the partnership themselves qualify to hold at least a trainers licence no matter what grade.
- (5) An application for permission to train in a partnership shall be made by submitting the required application form completed in full, providing such information as required by HRNSW and be accompanied by the prescribed fee.
- (6) It is a precondition to the grant of permission to train in a partnership that:
 - (a) Neither applicant holds a trainer's license to train in another racing jurisdiction other than a license to train in partnership
 - (b) The Stewards are satisfied as to the bona fides of the training partnership
- (7) HRNSW may in its absolute discretion relieve applicants for permission to train in partnership from the preconditions set out in this rule.
- (8) HRNSW may refuse permission to train in partnership or grant permission subject to such terms and such conditions as it thinks fit, including but not limited to restrictions regarding duration, locality or both.
- (9) HRNSW may at any time in its 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