

Complete section 2 to 21 below:

****PLEASE TICK ONE OF THE FOLLOWING****

<p>2</p>	<p>Riding: Do you ride trackwork or stable pony etc?</p>	<p><input type="checkbox"/> Non Rider</p> <p><input type="checkbox"/> Rider - Non Trackwork <i>Rides a horse in connection with horse racing but does not ride trackwork eg rides stable pony, ferries racehorses to the track etc.</i></p> <p><input type="checkbox"/> Rider - Trackwork <i>rides horses in training</i></p> <p><input type="checkbox"/> Stablehand Restricted Rider <i>Indicates those riders learning to ride trackwork</i></p>
<p>3</p>	<p>Nominate a person who is in charge of your stables in your absence:</p> <p>1. (Full Name) (Contact Phone Number)</p>	
<p>4</p>	<p>List all your current employees: (attach list if necessary)</p>	<p>1:.....</p> <p>2:.....</p> <p>3:.....</p> <p>4:.....</p>
<p>5</p>	<p>List name(s) of persons performing Veterinary duties:</p>	
<p>6</p>	<p>List name(s) of persons performing farrier duties:</p>	
<p>7</p>	<p>Name, date and venue of last horse raced by applicant:</p>	
<p>8</p>	<p>Do you break in new Horses?</p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p>	<p>If yes, average number of horses per annum for yourself (as Owner or Intended Trainer)?</p> <p>If yes, average number of horses per annum for outside Trainers, Owners or Syndicators (that you do not expect to train)?</p> <p>Describe facilities. Number of stables/yards, Training tracks, other facilities (eg Bullring/ Barriers etc) Size of Property?</p>
<p>9</p>	<p>Do you engage the services of a Horse Breaker to break in new horses?</p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p>	<p>If yes, average number of horses per annum?</p> <p>If yes, please provide name and contact phone number of relevant person/persons? (Please list all of the breakers if applicable)</p>
<p>10</p>	<p>Do you pre-train for other Trainers/Owners?</p> <p>No <input type="checkbox"/> Yes <input type="checkbox"/></p>	<p>If yes, average number per annum?</p> <p>Details of property racecourse? Address, Number of stables/yards, facilities (e.g. Walker etc) size of property if applicable?</p>

11	Do you engage the services of a Pre-Trainer to Pre-Train horses? No <input type="checkbox"/> Yes <input type="checkbox"/>	If yes, the average number of horses per annum? If yes, please provide name and contact phone number of the relevant person/persons (Please list all of the Pre-Trainers if applicable)
12	Are you aware that you are required to deduct 46.5% from all employees payments including casual trackwork riders should they not provide you with their Tax File Number (TFN) or Australian Business Number (ABN) <i>(Please answer even if you currently have no employees)</i>	No <input type="checkbox"/> Yes <input type="checkbox"/>
		If you answer Yes to any questions from 13 to 21 please provide details
13	Are you currently or have you been licensed by any (other than Racing NSW), Harness Racing, Greyhound or other sporting bodies or tribunals?	No <input type="checkbox"/> Yes <input type="checkbox"/>
14	Are you currently under any ban/restriction imposed by any Racing Authority (except careless riding suspensions)?	No <input type="checkbox"/> Yes <input type="checkbox"/>
15	Are there any charges pending against you, or any open or unfinished inquiries, investigations or matters before any Racing Authority involving you?	No <input type="checkbox"/> Yes <input type="checkbox"/>
16	Have you ever had a licence disqualified, revoked, suspended, withdrawn, refused by any Racing Authority?	No <input type="checkbox"/> Yes <input type="checkbox"/>
17	Have you taken part in any unregistered race meeting in the last 12 months?	No <input type="checkbox"/> Yes <input type="checkbox"/>
18	Have you in the last 10 years been charged with or convicted of a criminal offence, forfeited bail or are there any charges or civil proceedings pending against you? (You may be required to provide a National Police Record Check) ***Please note condition b) of this licence: you are required to notify Racing NSW within 14 days if you are charged with or convicted of a criminal offence (LR51(2)) refers	No <input type="checkbox"/> Yes <input type="checkbox"/>
19	Have you served a term of imprisonment that was completed during the previous ten years?	No <input type="checkbox"/> Yes <input type="checkbox"/>
20	Have you conducted a Work Health & Safety audit of your stable and completed, signed and enclosed for return with this Licence Renewal Form the “Workplace Self-Audit for Racehorse Trainers” which was enclosed with your licence renewal documentation pack? This is a compulsory relicensing requirement.	No <input type="checkbox"/> Yes <input type="checkbox"/>
21	Do you declare that you have viewed, read and understood the document “Work Health & Safety Memorandum for Racehorse Trainers in NSW” – see www.racingsw.com.au WHS section - (which includes reference and source to the <i>“Safework NSW CODE OF PRACTICE – Managing Risks for new or inexperienced riders or handlers”</i>) and will refer to the document(s)/implement procedures as applicable for the duration of the license for which you are applying? This is a compulsory relicensing requirement.	No <input type="checkbox"/> Yes <input type="checkbox"/>

Read and tick the applicable box in section 22 Compulsory Public Liability and Professional Indemnity Insurance:

As part of its broader insurance strategy to protect industry participants, Racing NSW requires all trainers to have Public Liability and Professional Indemnity insurance as part of their licence requirements.

To allow NSW trainers to aim for the best cover at the best competitive market price, the New South Wales Trainers' Association (NSWTA) wishes to act on behalf of all NSW trainers to negotiate Public Liability and Professional Indemnity insurance for 2023/2024.

To do this, NSWTA needs your permission to:

- act on your behalf; and
- In regard to the NSWTA policy, Racing NSW **will collect base fee charges with licence renewals and per starter activity premium charges after 31 July 2023 to cover the cost of your policy.**

IF YOU WANT THE NSWTA TO NEGOTIATE AND ARRANGE YOUR COMPULSORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE FOR 2023/2024 ON YOUR BEHALF, TICK THE BOX "I APPOINT NSWTA TO ACT ON MY BEHALF".

IF YOU DO NOT WISH FOR NSWTA TO NEGOTIATE AND ARRANGE YOUR COMPULSORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE FOR 2023/2024 ON YOUR BEHALF, TICK THE BOX "I WILL MAKE MY OWN INSURANCE ARRANGEMENTS".

Note: In regard to the previous policies arranged by the Australian Trainers Association, Racing NSW:

- has **not** been involved in the negotiation or placement of the ATA policy; and
- **will not be collecting premium instalments** (base fee charges with licence renewals and per starter activity premium charges) for any policy other than **NSWTA**

**** Please note – Trainers who choose to make their own arrangements are still required to pay the base fee up front with their licence renewal. Those who choose this option and provide proof of having obtained appropriate cover will have the base fee refunded to their Stakes Payment Account. Renewal applications from Trainers that do not include payment of the base fee will not be processed.**

**AUTHORITY FOR NSWTA TO ACT ON MY BEHALF
(Public Liability & Professional Indemnity Insurance)
(Open to all trainers whether members or non members)**

I appoint NSWTA to act as my agent for the purposes of negotiating and entering into a contract of Public Liability & Professional Indemnity Insurance as my representative and on my behalf, and hereby authorise NSWTA to disclose my claims history to any prospective insurer and any agent, broker or other intermediary for the purposes of procuring a contract of Public Liability and Professional Indemnity Insurance as my representative and on my behalf.

I APPOINT NSWTA TO ACT ON MY BEHALF

If you tick this box, NSWTA will arrange your insurance and RACING NSW will deduct Starter Fees to cover payments as in previous years.

OR

I WILL MAKE MY OWN INSURANCE ARRANGEMENTS

If you tick this box you will need to:-

- i. MAKE YOUR OWN ARRANGEMENTS TO OBTAIN THE COMPULSORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE COVER FOR THE MINIMUM PERIOD 1 AUGUST 2023 – 31 JULY 2024; AND
- ii. MAKE YOUR OWN PAYMENT ARRANGEMENTS TO MAINTAIN SUCH COVER; AND
- iii. PROVIDE EVIDENCE TO RACING NSW THAT YOU HOLD SATISFACTORY PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY POLICY FOR THE MINIMUM PERIOD 1 AUGUST 2023 – 31 JULY 2024, IN ORDER TO CONTINUE TRAINING BEYOND 31 JULY 2023 AND TO RECEIVE A REFUND OF YOUR BASE PREMIUM

**NSWTA will also arrange the compulsory Personal Accident Insurance except where trainers make application to be exempted from the monthly PA charges by providing evidence of acceptable and satisfactory like cover
Read and acknowledge the below and sign in section 23:**

TERMS AND CONDITIONS OF LICENCE:

1. The trainer acknowledges and agrees to be subject to and be bound by:

- a) The Rules of Racing of each Principal Racing Authority in which he/she trains as amended or varied by each Principal Racing Authority from time to time;
- b) That I shall notify Racing NSW within 14 days if I am charged with a criminal offence, convicted of a criminal offence or am made bankrupt or I become the subject of a court judgement requiring payment to a racing industry participant or provider, and acknowledge that if I fail to comply with this condition or the other terms and conditions of my licence I may be penalised and/or stood down from my licensed duties and privileges (LR51 (2))
- c) The terms and conditions of licence and licence acknowledgements as published by each Principal Racing Authority
- d) Such rules and directions as may from time to time be formed, made or given the directors for each Principal Racing Authority ("Directors"), the stewards of each Principal Racing Authority ("Stewards") or the officials of any racing club registered by each Principal Racing Authority to conduct thoroughbred racing under the Rules ("Club")
- e) The trainer submits to the non-exclusive jurisdiction of each Principal Racing Authority, its officials and Stewards in respect of all matters arising in relation to racing in the State or Territory of that Principal Racing Authority.
- f) That each Principal Racing Authority does not give any warranty as to the suitability and/or safety of the premises, track, and training or other facilities owned or occupied by any Race Club, Association or other entity connected with horse racing, and that I must at all times satisfy myself as to the fact that such premises, track, training or other facilities are appropriate, fit for purpose and without obvious defect.
- g) Not to make any public statement or comment concerning any matter currently the subject of investigation or hearing by a Principal Racing Authority, or the Stewards, Committee or Appeals panel or other body authorised by each.
- h) That I will, on request, permit the Stewards to enter and inspect my property and to exercise their powers under the provisions of AR22(1)(l) &(3), AR21(2) & AR232(c) and expressly consent to the production to the Stewards of records (including confidential records) held by service providers, including but not limited to veterinarians.
- i) That I shall not be exempted from personal liability arising under the Rules of Racing for or by any reason whatsoever.
- j) For those Trainers who ride trackwork, to as directed by the Stewards provide any sample either prior to or subsequent to riding in any track work for the purpose of detecting any substance banned under the Rules.
- k) To adhere to as a minimum, the "Horse & Greyhound Training Award 2010 (Commonwealth)", and to keep wages and payment records for all employees and persons engaged under contract for service and make those records available for inspection when required by Racing NSW.
- l) The requirement to have satisfactory and current insurances of the type as reasonable may be required by the Principal Racing Authority including but not limited to Workers Compensation, Public Liability & Professional Indemnity, Personal Accident insurances.
- m) That I will make written application and obtain approval from Racing NSW before stabling any horse in my care at any address other than at my registered stable premises.
- n) That any information provided in this application may be shared with the Racing NSW Insurance Fund for the purpose of administering any workers compensation claim lodged by me or any person claiming to be my employee and that the Racing NSW Insurance Fund is authorised to provide any information regarding any workers compensation claim lodged by me to the Licensing Department of Racing NSW for the purpose of assessing my continuing eligibility or fitness to hold a licence.
- o) I acknowledge that under AR278(1) if a licensed person is disqualified his or her licence immediately ceases and determines and he or she must make application to the Principal Racing Authority to be relicensed.
- p) A disqualified person is and remains bound by, and subject to, the Rules for the period of his or her disqualification.
- q) I agree that any additional condition/s placed on my licence during a previous licence period will continue to apply in regard to the duration of this licence and any future issue of licence, with such condition being removed only upon receipt of written notification of such from Racing NSW or when any advised expiry date of the condition/s, unless extended, has passed.

CONDITIONS OF LICENCE – RIDING HORSES

Trainers applying to ride trackwork will be required to undergo a **Racing NSW trackwork rider competency assessment**;

- r) With their initial application to ride trackwork
- s) Again, in the season after reaching 60 years of age and every two years thereafter. When reaching *70 years of age the assessment will be required yearly
- t) At any time if required by Racing NSW after returning from injury

Upon reaching 60 years of age and every two years thereafter, Trainers riding trackwork will be required to provide a medical clearance as to their fitness to ride which will include a physical test. When reaching *70 years of age these provisions will be required annually. *Note the 60yrs+ and 70yrs+ requirement is effective at the next renewal period following that birthday

CONDITIONS OF LICENCE – STABLE & HORSE HANDLING DUTIES

Stable work and the caring for and handling of horses is a physically demanding profession. All licensees have a responsibility to assess whether they are and remain physically capable of performing the required tasks of the role. Trainers in the season after reaching 75 years of age and every year thereafter will be required to yearly undertake a medical and practical physical assessment as part of the licence consideration process.

*Duty of care statement

Trainers should carefully consider their capability to perform the tasks required to care for Thoroughbred racehorses especially if they wish to continue performing the required tasks once reaching the age of 75 years. Trainers, should carefully consider their capability to ride Thoroughbred racehorses especially if they wish to continue riding beyond the age of 60 years. If Racing NSW issues a licence to the applicant, this does not amount to a representation to, or endorsement of, the applicant concerning his or her current fitness to perform stable duties, handle horses, or ride (if registered in that capacity) thoroughbred racehorses. Trainers and Stablehands should form and rely on their own view concerning their own fitness to perform stable duties, handle horses or ride (if licensed in that capacity) based on their knowledge of their current physical capabilities, advice from their own medical practitioners and their knowledge of their intended role drawing from their past experience. Racing NSW is not responsible for a licensee's physical condition and decision to perform stable duties, handle horses or ride (if licensed in that capacity). If at any time a licensee's condition changes so that he or she suspects he or she may again be physically unable to perform stable duties, handle horses or ride (if licensed in that capacity) to the required level, he or she should immediately discontinue such activities, inform Racing NSW and consult his or her medical practitioner.

GST

When 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.

PRIVACY AND THE USE, COLLECTION AND DISCLOSURE OF YOUR PERSONAL INFORMATION

The Principal Racing Authorities collect information about you when you submit this Application and in the course of related enquiries made of third parties for the purposes of the Thoroughbred Racing Act 1996 (NSW). The Principal Racing Authorities will use that information to assess your application and, if registration is approved, your ongoing status as a licensed person. To do that, the Principal Racing Authorities may disclose your information to third parties such as your employers (past, present or prospective), other racing bodies, appeal bodies, wagering service providers, industry associations and government enforcement agencies (including but not limited to law enforcement agencies) if the Principal Racing Authorities believe that the disclosure is reasonably necessary for your ongoing status as a licensed person or to enable PRAs to fulfil their regulatory responsibilities and/or promote and protect the integrity of the sport to ensure compliance with the Rules of Racing. The Principal Racing Authorities may also use or disclose information about you for a secondary purpose if they reasonably believe that the secondary use or disclosure

is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body. You do not have to supply the information requested in this application, but if the information (or any part of it) is not provided your application may be rejected. You can gain access to and request that corrections be made to information held about you by the Principal Racing Authorities. By completing and submitting this application, you authorise the Principal Racing Authorities to collect, use and disclose information about you for the purposes described in this notice, including the usual publication of such information in race books, racing calendars and other publications that can include (but are not limited to) websites.

Intellectual property

I agree that the Principal Racing Authorities will own all intellectual property in the information I submit with and in connection with this application for, and the grant and future maintenance of, the Licence. , and I hereby assign to the Principal Racing Authorities (and warrant that I am authorised to provide and assign) all such intellectual property and information and acknowledge that the Principal Racing Authorities may use (including by collating, modifying, publishing and distributing) all such intellectual property and information as it sees fit including" Note: for Licensed Persons this information relates to the usual publication of material in race books, racing calendars, publications and websites etc. Any information outside this standard will not be released by Racing NSW without the written permission of the Licensed person.

Criminal History Record Check

All new licence applicants are subject to Criminal History Record checks. Existing licensees may also be requested to undergo such checks. The information contained in these records may lead to the licence application being refused.

I certify that to the best of my knowledge and belief the particulars as outlined in this application are true and correct. I also declare that I understand that it is a serious offence under the Rules to make a false declaration and that the failure to accurately answer these questions may lead to this application being refused

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**Trainers
(Signature):**

Today's Date: