

# 2025-26 OTT TASMANIA ACKNOWLEDGED RETRAINER PILOT PROGRAM

## TERMS AND CONDITIONS

### 1. Background

Tasracing Pty Ltd (**Tasracing**) operates 'Off The Track (**OTT**) Tasmania'. OTT Tasmania will launch the Acknowledged Retrainer Pilot Program (**the Pilot Program**), which is an initial 12-month program designed to assess and support the transition of retired thoroughbred and standardbred racehorses into second careers. The Pilot Program will run from 1 June 2025 to 30 May 2026 and will serve as a testing ground for evaluating the effectiveness of OTT Tasmania's support for retrainers and their ability to successfully transition retired racehorses.

The purpose of the Pilot Program is to gather insights, measure outcomes, and identify areas for improvement in the post-racing transition process. Based on the results of the Pilot Program, OTT Tasmania will decide whether to continue the program as a permanent offering, adjust its framework, or discontinue it.

By submitting an application to become an Acknowledged Retrainer under this Pilot Program, you acknowledge that you are participating in a 12-month trial program and agree to comply with these Terms and Conditions.

### 2. Definitions and Interpretations

#### 2.1. Definitions

In these Terms and Conditions:

**Acknowledged Retrainer** means a person or entity that has been accepted as an Acknowledged Retrainer under the Pilot Program by Tasracing and has met all registration requirements.

**Applicant** means a person or entity that submits an application to Tasracing to become an Acknowledged Retrainer.



**Code of Practice for Racehorse Welfare** means Tasracing's Code of Practice for Racehorse Welfare as amended or superseded from time to time and currently available at <https://tasracingcorporate.com.au/wp-content/uploads/2024/10/Code-of-Practice-for-Racehorse-Welfare-Approved-V1.1.pdf>.

**Claims** means any liabilities, actions, suits, proceedings, claims, demands, loss, costs and expenses whether arising under statute, at law or in equity.

**Eligible Horse (EH)** means an OTT Horse that has met the criteria detailed in section 8 of these Terms and Conditions and has been assessed by the Acknowledged Retrainer as physically and behaviourally sound with good rehoming prospects and a perceived market value at the time of entering retraining.

**Eligible Horse (EH) Assessment Form** means the form completed by the Acknowledged Retrainer when assessing whether a horse is an Eligible Horse.

**Employment Benefits** includes all wages, salaries, superannuation contributions, commissions, bonuses, penalties, loadings, allowances, leave (of any sort, including annual leave, public holidays, personal/carer's (including sick) leave and long service leave), termination or related benefits, redundancy and other service-related benefits, and all other benefits required under any statute or any award or any other industrial instrument.

**GST Legislation** means GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 and any related Laws imposing such tax or legislation that is enacted to validate, recapture, or recoup such tax.

**Law includes:**

- (a) any Australian law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgment, order, decree or other requirement of any Authority.

**Off The Track (OTT) Horse** is a Thoroughbred or Standardbred horse that was bred for racing in Tasmania, irrespective of whether they made it to the track or training, OR Thoroughbred or Standardbred horse that was bred in alternative states but raced and retired in Tasmania.

**Off The Track (OTT) Tasmania Program** means a program run by Tasracing designed to promote the welfare of retired racehorses by encouraging those involved in horse sports to consider a retired racehorse and to recognise and reward existing owners of retired Tasmanian racehorses for their achievements beyond racing.

**Personnel** means all employees, officers, agents and contractors.



**Pilot Program** means OTT Tasmania's Acknowledged Retrainer Pilot Program which will run for 12 Months from 1 July 2025 to 30 May 2026.

**Racing Owner** means the owner of and person responsible for the OTT Horse at the point of retirement from racing.

**Representatives** means officers, employees, agents and contractors.

**Retrain for Sale OTT Horse** means an OTT Horse that the Acknowledged Retrainer:

- (a) owns; and
- (b) is solely responsible for the ongoing funding of the retraining process for.

**Retrain on Behalf of Client OTT Horse** means an OTT Horse that:

- (a) is under the care of the Acknowledged Retrainer but owned by a third party; and
- (b) the retraining, agistment and / or care for which is being funded by a third party.

**RSPCA** means The Royal Society for the Prevention of Cruelty to Animals (Tasmania) ABN 71 723 781 546 and its equivalent in any other State or Territory of Australia.

**Tasracing** means Tasracing Pty Ltd ABN 62 269 303 946, which is the controlling body of racing in the State of Tasmania.

**Terms and Conditions** means these terms and conditions, as may be amended from time to time by Tasracing in accordance with clause 18.

**Transition Reimbursement** means a reimbursement of Eligible Horse transition costs including veterinary examination and/or treatment; vaccinations; microchipping if required; dental examination and/or treatment; farriery/trimming; worming and equine massage/bodywork on vet recommendation, on the provision of relevant receipts and to a maximum of one thousand dollars (\$1000).

**You** means Acknowledged Trainer, being the person that has signed this document on page 17.

## 2.2. Interpretation

In these Terms and Conditions, unless the context indicates a contrary intention:

- a. words denoting the singular number include the plural and vice versa;
- b. words denoting individuals, persons, associations, clubs, societies and corporations include a reference to each and every one of them;
- c. headings are for convenience only and do not affect interpretation;
- d. references to clauses are references to clauses of these Terms and Conditions and references to sub-clauses are references to sub-clauses of these Terms and Conditions;



- e. references to these Terms and Conditions shall be deemed to include references to these Terms and Conditions as amended, supplemented, varied or replaced from time to time;
- f. words denoting any gender include all genders;
- g. if a word or phrase is defined cognate words or phrases have corresponding definitions;
- h. the words “include”, “including”, “for example” or “such as” and other like words are not used as, nor are they to be interpreted as, words of limitation; and
- i. references to any legislation or to any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and ordinances, by-laws, regulations and other statutory instruments issued thereunder.

### 3. Application criteria

Tasracing’s determination as to whether to accept an Applicant as an Acknowledged Retrainer is a decision made in Tasracing’s absolute discretion and Tasracing will not provide, and is not obligated to provide, any reason(s) for its decision to accept or not accept an Applicant as an Acknowledged Retrainer. Without limiting the scope of its discretion and as a guide to assist Applicant’s in the application process only, when considering an application made pursuant to clause 4 or 5, Tasracing may have regard to criteria including (but not limited to) the following:

- 3.1. whether the Applicant is of good character and good standing;
- 3.2. whether the Applicant will pose a risk to the integrity of racing or the reputation of Tasracing (including its equine welfare programs); and
- 3.3. whether the Applicant is able to satisfy Tasracing that they will, and have the capacity to, fully perform the role of an Acknowledged Retrainer and comply with the Pilot Program requirements (such requirements of the Pilot Program and role being as determined by Tasracing in its absolute discretion).

### 4. Application process

- 4.1. An application to become an Acknowledged Retrainer must be completed and submitted in full by completing the application form available on [tasracing.com.au](https://tasracing.com.au) and submitting to [offthetrack@tasracing.com.au](mailto:offthetrack@tasracing.com.au).
- 4.2. An application must include the following:
  - 4.2.1. overview of business structure (sole trader/partnership/company/trust);
  - 4.2.2. details of the Applicant’s employment outside of the Pilot Program (if applicable);
  - 4.2.3. staff details (if applicable);
  - 4.2.4. a certificate of currency evidencing coverage including Public Liability no less than \$20 million; Professional Indemnity \$5 million and Workers Compensation (if applicable)



- 4.2.5. supplier details, including veterinary and farrier;
  - 4.2.6. process of sourcing horses and retraining;
  - 4.2.7. horse retraining and rehoming history/experience;
  - 4.2.8. riding and competition experience;
  - 4.2.9. coaching and / or training qualification (if applicable);
  - 4.2.10. current Tasracing licences/registrations;
  - 4.2.11. declarations and acknowledgements;
  - 4.2.12. supporting documents, including signed credit and rehoming references; and
  - 4.2.13. video of the Applicant riding an OTT Horse at a walk, trot and canter (and jumping if applicable).
- 4.3. By submitting an application under this clause 4, the Applicant warrants that the information contained in that application is true and accurate. The Applicant may be contacted by Tasracing if further information is necessary for the consideration of the application by Tasracing. Failure to provide further information when requested by Tasracing may result in your application being denied.
- 4.4. The Applicant is responsible for all costs incurred by them in submitting an application under this clause 4. Tasracing will not be liable for any loss or damage suffered or incurred by the Applicant in connection with submitting the application.
- 4.5. Tasracing will conduct a preliminary assessment of the application, and if it is approved by Tasracing to progress, Tasracing will notify the Applicant to organise an inspection by Tasracing of the Applicant's property at which it undertakes its retraining activities, which will also include an on-site riding assessment. The Applicant must consent to this inspection and assessment to further progress their application. It is preferable that the Applicant completes the riding assessment on an inexperienced OTT Horse (less than 6 months retraining) supplied by the Applicant.
- 4.6. Tasracing will notify the Applicant of whether their application has been approved or refused via telephone and/or the email address provided by the Applicant.

## 5. Registration into the Pilot Program

- 5.1. Within ten (10) business days of being notified by Tasracing of their acceptance into the Pilot Program, the Applicant must:
- 5.1.1. acknowledge and agree to these Terms and Conditions by signing and returning a PDF copy of this document;
  - 5.1.2. provide Tasracing with their clothing size for OTT merchandise; and
  - 5.1.3. provide Tasracing with a high-resolution photo and short summary about their history with horses, in particular OTT Horses, for social media use.
- 5.2. Should an Applicant fail to comply with this clause 5 within ten (10) business days of being notified by Tasracing of their acceptance into the Pilot Program,



Tasracing may, by providing written notice to the Applicant, revoke their acceptance into the Pilot Program.



## 6. End of the Pilot Program

- 6.1. The Acknowledged Retrainer Pilot Program will run for a period of 12 months, commencing on 1 June 2025 and concluding on 30 May 2026. At the end of the Pilot Program, Tasracing will conduct a review of the program, which will include an evaluation of key learnings, outcomes, and participant feedback.
- 6.2. Based on this review, Tasracing will determine whether the program will:
  - 6.2.1. Continue as a full-time program with any additions/enhancements/amendments as Tasracing may determine; or
  - 6.2.2. Discontinue.
- 6.3. Acknowledged Retrainers who participate in the Pilot may or may not be invited to continue into any subsequent full-time program, subject to Tasracing's discretion following the review process.

## 7. Equine Welfare

- 7.1. At all times, Acknowledged Retrainers must comply with the Tasracing [Code of Practice for Racehorse Welfare](#) including without limitation by providing to any horses in their care the basic needs of horses as described in that Code, summarised as follows:
  - 7.1.1. Ensuring high standards of health are maintained at all times for all horses in their care, which includes, as a minimum:
    - 7.1.1.1. conducting regular preventative health checks;
    - 7.1.1.2. providing general care and maintenance (farrier, dental, worming etc);
    - 7.1.1.3. procuring prompt veterinary assessment, advice and care when required; and
    - 7.1.1.4. providing sufficient nutrition to maintain a Body Condition Score (BCS) of 2 or above.
  - 7.1.2. Ensuring the Acknowledged Retrainer's retraining properties are maintained to an appropriate standard, which includes providing:
    - 7.1.2.1. adequate feeding arrangements (i.e. fresh feed and hay, free from vermin and/or mould contamination);
    - 7.1.2.2. clean water sources;
    - 7.1.2.3. safe and secure fencing;
    - 7.1.2.4. shelter from the elements; and
    - 7.1.2.5. adequate weed, pasture and manure management.
- 7.2. Acknowledged Retrainers must notify Tasracing within two (2) business days if the Acknowledged Retrainer has been the subject of an RSPCA concern, visit or investigation relating to any horses in the Acknowledged Retrainer's care.
- 7.3. Acknowledged Retrainers must assist Tasracing with any investigations relating to equine welfare concerns in relation to the Acknowledged Retrainer by:



- 7.3.1. advising Tasracing at the earliest opportunity when the Acknowledged Retrainer becomes aware of an equine welfare concern relating to a horse within their care;
- 7.3.2. granting Tasracing access for a site visit, whether announced or unannounced, as a result of an equine welfare concern; and
- 7.3.3. taking part in recorded interview/s in relation to an equine welfare concern.
- 7.4. Failure to comply with clause 7.3 shall constitute a material breach of these Terms and Conditions.
- 7.5. When euthanasia is deemed the best welfare outcome by a registered veterinary practitioner, Acknowledged Retrainers must ensure that euthanasia of OTT Horses is carried out by a registered veterinarian or licensed firearm holder either at a veterinary clinic or the property at which the horse resides (rather than transporting the horse live to a knackery or abattoir) as per Tasracing Code of Practice. The Acknowledged Retrainer must notify Tasracing within 2 days of any OTT thoroughbred or standardbred horse under their care that has been euthanised. For the avoidance of doubt, the cost of euthanasia cannot be reimbursed via the Transition Reimbursement.
- 7.6. For euthanasia on the basis of dangerous behaviour the Acknowledged Retrainer must provide OTT Horses under their care with appropriate behavioural assessments (and provide evidence of those assessments on the request of Tasracing). For the avoidance of doubt, the cost of euthanasia cannot be reimbursed via the Transition Reimbursement.
- 7.7. Acknowledged Retrainers must complete any required industry equine welfare training made available by Tasracing and do so promptly.
- 7.8. Acknowledged Retrainers must grant Tasracing access to their retraining property (or properties if more than one) at least once annually for a pre-arranged property inspection.

## 8. Eligible Horses - Assessment

- 8.1. An Eligible Horse (EH) must meet all of the below criteria:
  - 8.1.1. has been retired from racing (by their Racing Owner or trainer):
    - 8.1.1.1. For Thoroughbreds: a notification of retirement form has been lodged online at [www.myhorseracing.horse](http://www.myhorseracing.horse) under the Racing Australia Rules of Racing and Single National System (SNS) has recorded the horse as retired from racing.
    - 8.1.1.2. For Standardbreds: a notification of retirement form has been lodged online at [www.harnessweb.harness.org.au](http://www.harnessweb.harness.org.au) under the Australian Harness Racing Rules and the Racing Information Services (RISE) Harvey System has recorded the horse as retired from racing.
  - 8.1.2. Has been in registered race training within the prior 12 months, or a period otherwise determined at Tasracing's entire discretion.



- 8.1.3. Following retirement from racing has undergone the following (funded and/or facilitated by the Racing Owner):
  - 8.1.3.1. a dental examination and any necessary treatments by a veterinarian;
  - 8.1.3.2. appropriate farriery and/or trimming by a qualified farrier; and
  - 8.1.3.3. six weeks of paddock spelling;
- 8.1.4. Their Racing Owner has made available their full veterinary history and records and provided an honest assessment of behavioural characteristics potential suitability for a future OTT discipline;
- 8.1.5. The Racing Owner has completed the OTT Tasmania Transfer of Ownership Form.
- 8.1.6. Has been assessed by the Acknowledged Retrainer (based on the above information provided) as physically and psychologically suitable with good rehoming prospects at the time of entering retraining.
- 8.2. Acknowledged Retrainers must complete an Eligible Horse Assessment Form for each horse entering the Pilot Program.
- 8.3. It is recommended that Acknowledged Retrainers retain records of any documents used to make this assessment, including, but not limited to, veterinary reports, racing owner declarations, rider/trainer references, racing history, contemporaneous notes from a conversation with the Racing Owner, trainer or rider, and make them available to Tasracing's Animal Welfare Team as requested.
- 8.4. It is understood that a EH's assessment may change through the course of retraining but Acknowledged Retrainers must make best endeavours to ensure an accurate assessment at the time of entering the Pilot.
- 8.5. For the avoidance of doubt, Acknowledged Retrainers may retrain OTT Horses that are not EH but those OTT horses will not be eligible for the Transition Reimbursement.



## 9. Record Keeping

- 9.1. Acknowledged Retrainers must maintain an accurate record of each OTT Horse in their care including Registered Racing Name, Microchip, Brand, Date of Arrival, Status (Retraining/Spelling/Rehabilitation/Own Horse).
- 9.2. Acknowledged Retrainers must submit a 'EH Assessment Form' within five business days of a new EH arriving at the Acknowledged Retrainer's property for the purposes of retraining as part of the Pilot Program.
- 9.3. When a retrained EH is sold, the Acknowledged Retrainer must record basic contact details of the new owner/s, including name, contact number, email address and the horse's new postcode via the provided 'Acknowledged Retrainer Rehomed Horse Form'.
- 9.4. With respect to the Transition Reimbursement, the Acknowledged Retrainer must:
  - 9.4.1. retain receipts relating to assessments and treatments that an EPH receives whilst in the care of the Acknowledged Retrainer, specifically related to veterinary, farrier, dental and veterinary-endorsed auxiliary treatments (Transition Reimbursement Receipts). The Transition Reimbursement Receipts must be retained for a minimum of two (2) years following rehoming and may be audited by Tasracing in its absolute discretion;
- 9.5. Failure to retain and provide Transition Reimbursement Receipts in accordance with clause 8.4 may result in an Acknowledged Retrainer becoming ineligible for future Transition Reimbursements.

## 10. Rehoming

- 10.1. Acknowledged Retrainers must retrain and rehome a minimum of two EH's each racing year.
- 10.2. When selling any retrained OTT Horses, Acknowledged Retrainers must be completely transparent and honest in their dealings with prospective buyers:
  - 10.2.1. provide an accurate account of the horse's retraining to date (this is inclusive of declaring the number of weeks / months the horse has been in retraining for);
  - 10.2.2. provide all relevant information regarding the horse's history from the Racing Owner or Trainer, including, but not limited to, any injuries or vices that horse may currently or previously have had; and
  - 10.2.3. communicate all relevant details regarding the temperament and physical condition of the OTT Horse, including farrier, dental and worming history and treatment dates and any specific requirements a future owner may require to successfully manage the OTT Horse.



- 10.3. Acknowledged Retrainers are encouraged to complete the 'Rehoming Booklet' with the above information for all EHs and provide it to the new owner.
- 10.4. When selling any retrained OTT Horses, Acknowledged Retrainers must conduct appropriate screening of prospective homes to acquire an understanding of the property where the horse will be kept and the new owner's experience with horses, and consider the appropriateness of the horse/rider combination, and review at least one reference check.
- 10.5. Acknowledged Retrainers must not sell any retrained OTT Horse via any trade channel, including online sales and auctions, where a buyer cannot be sufficiently reference checked and property assessed, and enquiries have not been made about the buyer's experience with horses.
- 10.6. Acknowledged Retrainers must provide support to new owners of any retrained OTT Horses. This support may include, but is not limited to, offering a returns policy to buyers or providing assistance to rehome OTT Horses where necessary.

## 11. Professionalism and Pilot Program Representation

- 11.1. Acknowledged Retrainers will be expected to adhere to Tasracing's Industry Code of Conduct as varied by Tasracing from time to time ([https://tasracingcorporate.com.au/wp-content/uploads/2024/12/Industry-Code-of-Conduct\\_Updated-3-December-2024.pdf](https://tasracingcorporate.com.au/wp-content/uploads/2024/12/Industry-Code-of-Conduct_Updated-3-December-2024.pdf)), as if they were an industry participant and Tasracing's Values (<https://tasracing.com.au/corporate/values>), and uphold a position as a Tasracing Ambassador.
- 11.2. Acknowledged Retrainers must comply at all times with any Law, , and requirements of relevant authorities, including but not limited to those from local councils, government agencies and animal welfare authorities.
- 11.3. Acknowledged Retrainers must pay bills relating to their retraining business as and when they fall due. Should a situation arise where this is not possible, they must make arrangements with the relevant supplier(s) for a payment plan and comply with the terms of that payment plan.
- 11.4. When attending events, competitions, club rallies or showing an OTT Horse to prospective buyers, Acknowledged Retrainers must act in a respectful and polite manner at all times.
- 11.5. Acknowledged Retrainers must comply with the obligations in Tasracing's [Social Media Policy](#) (as amended from time to time) as if they were a participant in the Tasmanian racing industry. For the avoidance of doubt, Acknowledged Retrainers are not licensed or registered persons for the purpose of the Tasmanian Rules of Racing.
- 11.6. Acknowledged Retrainers must not, without the consent of Tasracing, employ or keep in their employment any person who is and remains disqualified under the Rules of Racing. For the avoidance of doubt, this includes volunteers.



- 11.7. Acknowledged Retrainers must notify Tasracing as soon as practicable if the Acknowledged Retrainer has been invited to participate in any media interviews relating to equine welfare, Tasracing or the OTT brand. Media platforms may include television, radio, print, social media and podcasts.
- 11.8. Acknowledged Retrainers must act in a respectful and polite manner at all times when liaising or communicating with Tasracing representatives (including its directors and employees), and not disparage any Tasracing representatives (including its directors and employees) at any time.

## 12. Pilot Program Benefits

- 12.1. Subject to clause 12, Tasracing grants Acknowledged Retrainers the right to refer to, and market, themselves as a "Tasracing Acknowledged Retrainer" for the duration of the Pilot Program.
- 12.2. Tasracing may also provide the following benefits to Acknowledged Retrainers from time to time as part of the Pilot Program:
  - 12.2.1. An Acknowledged Retrainer Profile on Tasracing's OTT website;
  - 12.2.2. Document templates and forms to support best practice retraining;
  - 12.2.3. Promotion via the OTT social media channels;
  - 12.2.4. Exclusive OTT merchandise;
  - 12.2.5. Support from Tasracing's Animal Welfare Team;
  - 12.2.6. Access to exclusive educational and learning opportunities, including webinars, riding clinics and training days.
  - 12.2.7. Opportunities to provide content for sponsored magazine articles;
  - 12.2.8. Support and preparation from Tasracing's Communications Team for media interviews related to the Pilot; and
  - 12.2.9. Peer support through the Tasracing Acknowledged Retrainers' group via email and online and in person meetings.
- 12.3. Tasracing will reimburse EH transition expenses (Transition Reimbursement) incurred throughout the course of providing the retraining and rehoming to a maximum of \$1,000 per horse, provided that:
  - 12.3.1. The horse has been assessed as an EH (as per section 8 of these Terms and Conditions);
  - 12.3.2. A 'EH Assessment Form' has been submitted for the horse within five business days of arrival at the Acknowledged Retrainer's property.
  - 12.3.3. The Acknowledged Retrainer is funding the retraining process of the relevant horse(s) i.e. the OTT Horse is a Retrain for Sale OTT Horse.
  - 12.3.4. the Acknowledged Retrainer has a current Australian Business Number (ABN) that has been submitted to Tasracing.
  - 12.3.5. An 'Acknowledged Retrainer Rehoming Form' has been submitted for the horse'.
  - 12.3.6. Receipts have been provided detailing the relevant horse's Registered Racing Name, treatment and date of treatment.



- 12.3.7. Eligible horses transition expenses include:
- 12.3.7.1. veterinary examination and/or treatment by a registered veterinarian;
  - 12.3.7.2. dental examination and/or treatment by a veterinarian;
  - 12.3.7.3. farriery/trimming by either:
  - 12.3.7.4. a qualified farrier (Cert IV in Farriery); or
  - 12.3.7.5. Equine massage/bodywork on veterinary recommendation;
  - 12.3.7.6. For the avoidance of doubt, the Transition Reimbursement will not apply in respect of any horse that:
  - 12.3.7.7. arrived at the Acknowledged Retrainer's property (or was otherwise in their possession or control) before the Acknowledged Retrainer joined the Pilot;
  - 12.3.7.8. is kept by the Acknowledged Retrainer for their own personal use;
  - 12.3.7.9. is a Retrain on Behalf of Client OTT Horse;
  - 12.3.7.10. is paddock retired and did not undergo any form of assessment for retraining;
  - 12.3.7.11. is not an OTT Horse;
  - 12.3.7.12. has previously undergone retraining with another Acknowledged Retrainer; or
  - 12.3.7.13. has not been in registered race training in the prior 12 months.
  - 12.3.7.14. Fraudulent or dishonest submissions by the Acknowledged Retrainer may result in the immediate revocation of their status as an Acknowledged Retrainer.

## 13. Invoicing & Payment Instructions

- 13.1. Successful Applicants will be emailed a Tasracing New Supplier Form for completion, and return to [AP@tasracing.com.au](mailto:AP@tasracing.com.au) within 2 weeks of date of offer
- 13.2. To receive a Transition Reimbursement, an Acknowledged Retrainer must provide an invoice that:
  - 13.2.1. is addressed to Tasracing Pty Ltd ABN: 62 269 303 946; and
  - 13.2.2. includes the Acknowledged Retrainer's ABN detail, GST (if applicable) and bank payment details; and
  - 13.2.3. is otherwise a valid tax invoice for the purposes of the *A New Tax System (Goods and Services) Act 1999* (Cth)
- 13.3. Payment of the Transition Reimbursement will be made three weeks after the date that the invoice is received by Tasracing.
- 13.4. An Acknowledged Retrainer's Transition Reimbursement Invoice/s must be accompanied by documentation to fully support the reimbursement claim, namely:
  - 13.4.1. a receipt from the relevant service provider showing the service has been paid; and



- 13.4.2. the service supplier's corresponding invoice, showing their ABN, GST and total monies charged, the date and the details of the treatment that was provided, registered race name and or microchip of the treated horse.
- 13.5. Transition Reimbursement may only be invoiced after the requirements detailed in clause 12.3 have been met.

## 14. Compliance with directions

Acknowledged Retrainers must at all times comply with any reasonable directions or instructions given by Tasracing or any of its Representatives relating to the exercise by the Acknowledged Retrainer of its rights, or performance by it of its obligations, under and in connection with these Terms and Conditions.

## 15. Breaches and termination

- 15.1. Tasracing may in its absolute discretion terminate, suspend or impose conditions upon an Acknowledged Retrainer's status as an Acknowledged Retrainer and/or participation in the Pilot Program if the Acknowledged Retrainer in Tasracing's opinion (in its sole discretion):
  - 15.1.1. is not of good character or of good standing;
  - 15.1.2. harms the reputation and/or goodwill of, or brings into disrepute, Tasracing, its related bodies corporate, their respective Representatives, and/or the racing industry;
  - 15.1.3. poses an unacceptable risk to the integrity of racing;
  - 15.1.4. engages or has engaged in unlawful or anti-social conduct;
  - 15.1.5. has provided false or misleading information to Tasracing; and/or
  - 15.1.6. breaches any of these Terms and Conditions.
- 15.2. Where Tasracing considers or suspects that an Acknowledged Retrainer is or may be in breach of these Terms and Conditions (or proposes to revoke, suspend or impose conditions on an Acknowledged Retrainer's status under clause 14.1 above), Tasracing will provide the Acknowledged Retrainer with written notice identifying the relevant issues or concerns.
- 15.3. The Acknowledged Retrainer will then be provided with an opportunity to respond to the matters raised in the notice. If Tasracing requires a response within a certain time period, Tasracing will make that clear in its written notice to the Acknowledged Retrainer. If the Acknowledged Retrainer then fails to respond within that time period, Tasracing may make a decision without the Acknowledged Retrainer's response. Tasracing will consider all matters it determines relevant prior to making a decision whether or not to take action (including to issue a warning, or to suspend, revoke or impose conditions on the Acknowledged Retrainer).



- 15.4. The Acknowledged Retrainer may terminate their participation in the Pilot Program on provision of seven (7) day's notice in writing to Tasracing.

## 16. Indemnity

- 16.1. You indemnify and will keep Tasracing indemnified against third party Claims which may be taken or made against Tasracing or incurred or become payable by Tasracing, either under legislation or general law, in respect of:
- 16.1.1. death or injury to or incapacity to work of you and any of your Personnel; or
  - 16.1.2. any breach of Law or breach of third party rights by you or loss or damage to property of Tasracing or any other person or company or the death or injury to any persons,
    - 16.1.2.1. caused by you (or your Personnel's) negligence or wilful misconduct arising out of or in the course of performing your obligations under the Pilot; or
    - 16.1.2.2. any material breach of these Terms and Conditions; or
    - 16.1.2.3. all Employment Benefits and all claims for any Employment Benefits by your Personnel.
- 16.2. Tasracing indemnifies and will keep you indemnified against third party Claims which may be taken or made against you or incurred or become payable by you, either under legislation or general law, in respect of:
- 16.2.1. death or injury or incapacity to work of any of Tasracing's employees; or
  - 16.2.2. any breach of Law or breach of third party right by Tasracing or loss or damage to property of yours or any other person or company or the death or injury to any persons,
    - 16.2.2.1. caused by Tasracing (or its employees) negligence or wilful misconduct arising out of or in the course of the performance by Tasracing of our obligations under the Pilot; or
    - 16.2.2.2. any breach of our obligations under these Terms and Conditions.
- 16.3. A party's liability to the other party for any Claim is reduced to the extent that it is caused by or contributed to by the other party.
- 16.4. Nothing in these Terms and Conditions excludes or limits either party's liability:
- 16.4.1. in respect of death or personal injury caused by its own negligence;
  - 16.4.2. in relation to fraud, fraudulent misrepresentation or theft;
  - 16.4.3. in respect of a deliberate breach of these Terms and Conditions by that party or its Personnel; and/or
  - 16.4.4. any other liability which may not be limited or excluded under Law.
- 16.5. Notwithstanding anything else in these Terms and Conditions, Tasracing's maximum aggregate liability for any Claims arising under or in connection with these Terms and Conditions is \$10,000.



## 17. Privacy

- 17.1. Tasracing may gather and process information provided by an Applicant, Acknowledged Retrainer or any other person in relation to the processing and consideration of an Application and/or the administration or management of the Pilot and may share that information with third parties as necessary for those purposes, and otherwise in accordance with Tasracing's Privacy Policy (and the Applicant or Acknowledged Retrainer consents to such disclosure). Any information collected by Tasracing will be handled in accordance with its Privacy Policy accessible at <https://tasracing.com.au/governance/privacy-policy>.

## 18. Amendment of Terms and Conditions

- 18.1. Tasracing may at any time vary these Terms and Conditions by publishing any variations at its website.
- 18.2. If, following the publication of any such variation, an Acknowledged Retrainer no longer wishes to be bound by these Terms and Conditions, the Applicant may notify Tasracing accordingly, and the Acknowledged Retrainer participation in the Pilot, and status as an Acknowledged Retrainer, will be terminated immediately.

## 19. General

### 19.1. Severability

If any part of these Terms and Conditions is found to be void, unlawful, or unenforceable then that provision will be deemed to be severable from these Terms and Conditions, and the severed part will not affect the validity and enforceability of any remaining provisions.

### 19.2. Relevant Jurisdiction

- 19.2.1. These Terms and Conditions are governed by and interpreted in accordance with the law of the State of Tasmania, Australia; and
- 19.2.2. Any dispute arising out of these Terms and Conditions will be determined in the jurisdiction of the courts of the State of Tasmania, Australia.

### 19.3. Nature of Relationship

Nothing in these Terms and Conditions shall create or constitute or be deemed to create or constitute a joint venture, partnership, or a relationship of employee and



employer between the parties for the purposes of the Income Tax Assessment Act or any other law of any jurisdiction. None of the parties shall act or represent or hold itself out as having authority to act as agent of or in any way bind or commit the other party to any obligation.

19.4. Notices

All notices from Acknowledged Retrainer to Tasracing under these Terms and Conditions and/or in relation to the Pilot and the Acknowledged Retrainer's participation therein, must be sent in writing to [offthetrack@tasracing.com.au](mailto:offthetrack@tasracing.com.au).

I have read this document and confirm that I agree to these Terms and Conditions:

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**Full name of Acknowledged Retrainer**

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**Signature of Acknowledged Retrainer**

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**Date**