



SH RACING PTY LTD ABN: 96 629 652 973

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This document is our Training Agreement. This will apply to each Horse to the time it is delivered by the Owner's or Owner's agent and accepted by us onto the property. Delivery of the Horse represents the owner's acceptance of all terms and conditions to SH Racing Pty Ltd on date of receipt.

TRAINING AGREEMENT - TERMS AND CONDITIONS AS OF 01/09/2019

THIS AGREEMENT will operate from the Effective Date.

BETWEEN: SH Racing Pty Ltd

AND: The Owner

RECITALS

- (A) SH Racing is a provider of the horse training and ancillary Services.
- (B) The Owner is the Owner or Lessee of the Horse.
- (C) The Parties have agreed that SH RACING will accept delivery of the Horse and provide the services.

BY THIS AGREEMENT it is agreed as follows:

1. TRAINING SERVICE

- (A) SH Racing is authorized by the Owner to, and SH Racing will, in its sole and absolute discretion, do all things it considers reasonably necessary or expedient to maintain, care for, train and attend to the needs of the Horse including, without limitation, engaging suppliers to provide veterinary, farrier, transport and agistment services and entering into agreements with those suppliers on behalf of and as agent for the Owner. This authority extends not only to day to day matters but also to emergencies involving the Horse. SH Racing and Trainer may, at their discretion, consult with the Owner when making any such decisions.
- (B) SH Racing may enter the Horse in such race or races as it considers appropriate. While it will use its best endeavors to enter the Horse in such race or races as it considers appropriate, it accepts no responsibility if for any reason it fails to do so
- (C) The Owner authorizes SH Racing to enter into agreements with the suppliers of the services referred to in clause 1 (a).
- (D) The Owner acknowledges that SH Racing supplies services to the Owner, such services include but are not limited to rendering accounts, collecting debts, and paying creditors. The Owner agrees to comply with all requests from SH Racing acting in this capacity and accepts that the contractual relationship for the training of the Owner's Horse is between the Owner and SH Racing.

2. INSURANCE

- (A) SH Racing will not insure, the Horse and is not obliged to insure against any claim, loss, damage, or expense arising from this Agreement.
- (B) The Owner acknowledges that insurance of the Horse is its sole and exclusive responsibility. If the Owner elects not to effect insurance, it acknowledges that it assumes all risk, liability and expense associated with the handling and training of the Horse.

3. CHARGES AND PAYMENTS

- (A) The Owner will pay, when requested, all expenses incurred by SH Racing in providing services including, without limitation, veterinary, transport, farrier, agistment and race entry and attendance fees. If an expense exceeds \$5,000 SH Racing may require payment by the Owner in advance, failing which the services may not be provided.
- (B) Subject to clause 3 (a), accounts for the training fees and other expenses will be rendered to the Owner by SH Racing on behalf of SH Racing monthly or at such other times as SH Racing,

determines and must be paid by the Owner by the end of the month following the month the account is rendered, as disclosed on that account. Such accounts will include GST.

- (C) Unless SH Racing agrees otherwise, the Owner will provide SH Racing with a signed authority to debit amounts owing under this Agreement directly against a nominated bank account or credit card facility held by the Owner. This authority will not be exercised earlier than the due date for payment of the amounts outstanding.

4. DEFAULT

- (A) Should an Owner default with any payment (including a dishonored debit request against the Owner's nominated bank account or credit card) SH Racing reserves the right to charge, and the Owner agrees to pay SH Racing interest on the amount outstanding at the rate prescribed by the Penalty Interest Rates Act 1983 (Vic) from the date of default until payment in full plus a default fee of \$50.00- every time payment of an account is overdue.
- (B) Should the Owner default under the terms of this Agreement, SH Racing may retain possession of the Horse and the registration or identification papers for the Horse until such default has been remedied. The Owner agrees that under no circumstances will a Horse or identification or registration papers be released until all monies owing to SH Racing have been paid and all defaults by the Owner remedied.

(C) IN THE EVENT OF THE OWNER'S DEFAULT:

- 1.1 SH Racing will continue to maintain and care for the Horse.
- 2.1 SH Racing may refuse to enter the Horse for any race; and
- 3.1 While the Horse remains in the care of SH Racing, the Owner will nevertheless, continue paying SH Racing the training fees and expenses ordinarily payable under this Agreement it being agreed, without prejudice to any other rights SH Racing may have, to reasonable compensation for the ongoing care and maintenance of the Horse.
- (D) If the Owner is in default for more than 90 days or to the extent of \$10,000 or more and fails to remedy that default within 7 days of a notice in writing informing the Owner of the intention to sell the Horse, SH Racing may sell the Horse by auction or private sale on such terms as are reasonable and apply the proceeds to the amount outstanding. Should the proceeds received by SH Racing from the sale of the Horse be less than the amount outstanding, the Owner will pay SH Racing the difference immediately upon receipt of a demand in writing. If the price obtained is greater than the amount outstanding, SH Racing will account to the Owner for any surplus, after deducting amounts that may be owed by the Owner to SH Racing under this Agreement. The Owner hereby irrevocably appoints SH Racing as its attorney with power to execute all documents necessary to affect such a sale.

DEFINITIONS:

Agreement means the Agreement for SH Racing.

Agreement for SH Racing means these terms and conditions and the Schedule.

SH Racing means SH Racing Pty Ltd (ACN 603 375 560) of Chicquita Lodge, Smithfield Rd Flemington Racecourse 3031.

Horse or **Horses** means the thoroughbred horse/s trained by the Trainer for the Owner, and which is/are the subject of this Agreement. Horses being trained by SH Racing for the Owner at any time as recorded by the Registrar of Racehorses (and if there are multiple owners in the shares recorded by the Registrar of Racehorses).

Owner or **Owners** means the owner or owners of the Horse or Horses and, if there is more than one Owner, in the shares recorded by the Registrar of Racehorses.

Registrar of Racehorses means the registrar appointed by Racing Information Services Australia Pty Ltd (ACN 105 994 330) of Level 11, 51 Druitt Street, Sydney in the State of New South Wales.

Rules of Racing means the rules from time to time laid down by the principal racing or jockey clubs in the States or at the venues where the Horse is racing.

Services means the services provided by SH Racing for the Owner in accordance with this Agreement and in particular clauses 1 and 2.

Trainer means the trainer who is employed by SH Racing and nominated by the Owner to train the Owner's Horse.

Fees Notice means the written fee disclosure notice the Trainer must provide to the Owner pursuant to this Agreement and the TOR Rules.

Filing Fee means the fee set and charged by Racing Australia (published at www.racingaustralia.horse or other domain name notified by Racing Australia) to cover administrative costs of the TDT process and which is to be remitted by Racing Australia to the relevant PRA which it allocates a TDT proceeding to.

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 that is fixed by either.

GST means any tax imposed on the supply of goods or services, including a tax imposed in the A New Tax System (Goods and Service Tax) Act 1999 (Cwth).

Managing Owner means an Owner of the Horse who is specified as the managing owner in the HRF or other relevant registration form lodged or to be lodged with Racing Australia and, for the purpose of this Agreement, the Trainer is entitled to rely on the Horse's ownership registration records held by Racing Australia as conclusive evidence that the person specified on the relevant registration form is the Managing Owner of the Horse, unless the Trainer has actual knowledge to the contrary.

Owner's interest means the percentage interest or share in the Horse owned by the Owner, as specified in the relevant Racing Australia registration form held by Racing Australia, or as subsequently amended by another later registration form (including a transfer of ownership form) lodged with Racing Australia.

Presumption of a training debt means the presumption that Training Fees and/or Training Disbursements are due and payable from the Owner to the Trainer of SH RACING Pty Ltd.

Prizemoney to which the Owner would otherwise be entitled means, for the purpose of the TOR Rules and this Agreement, any prizemoney which, but for the TOR Rules, the Owner would be entitled to receive from Racing Australia or a PRA in relation to the results in a race of the Horse/s owned or part owned by the Owner which is trained by the Trainer (or that received the Training Services). Such prizemoney therefore includes prizemoney earned through the results of a horse/s other than the horse/s that received the relevant Training Services the subject of action taken under this Agreement.

Stable Return means a stable return, form or written notification lodged by the Trainer with Racing Australia in respect of the Horse.

Syndicate means a syndicate as defined by the Rules of Racing.

Syndicate Manager means the person/s identified as such in a HRF or other relevant Racing Australia registration form in respect of either a Syndicate registered with a PRA or Racing Australia, or a Syndicate which is subsequently registered as an Owner or Co-owner by Racing Australia.

Training Disbursements means the amounts paid or payable by the Trainer to third parties in relation to the provision of Training Services which are not included in the Training Fees and for which the Trainer invoices the 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 Fees means the amounts charged by the Trainer to the Owner in relation to the provision of Training Services, which includes the 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 the Trainer to train and/or care for the Horse which are not charged as Training Disbursements.

Training Services means all the services provided by the Trainer (or qualified and authorized employees of the Trainer or persons engaged as contractors or otherwise by the Trainer) in relation to the care, training and/or racing of the 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.



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Name of Horse	Breeding (Sire/Mare) Racing ID
Owner / Syndicate Manager Details	
Name	
Address	
Suburb, State & Postcode	
Email Address	
Credit Card Details - Visa or MasterCard	
Name on Card	
Card No	
Expiry Date	
CVN	

Authorisation Authority	
Authorisation is hereby granted to SH Racing Pty Ltd to deduct monthly training fees from the above listed credit card details	
Name	
Signature	
Dated	