**Model Stable and Training Agreement – Please remove this page and disclaimer in the header prior to use**

This document is intended as a guide only for developing a formal agreement for the use of training and or stabling facilities offered by your club. It is not a ready-to-use document in its current form and you should amend it to suit your own requirements.

Please note the following:

1. It is important that the document is read in its entirety prior to use so as all terms are understood and amended as necessary for your club.
2. The document has been drafted to cover both training activities and the occupation of stables. Should your club not offer stabling at your venue you should clearly mark the inapplicability of the relevant sections within your agreement.
3. Ensure removal of this cover page and header disclaimer prior to use.

|  |
| --- |
| **Application for Permit – Permit to Train / Permit to Occupy** |
| **PLEASE NOTE:** By signing below I agree to pay all fees personally and comply with all provisions of the Applicable Terms including the Stables and Training – Standard Terms and the Stables and Training – Club Specific Terms. I acknowledge that I have received each of those terms and conditions. |
| **APPLICATION TYPE** |
| [ ]  **Permit to Train**: does not permit use of stables [ ]  **Permanent:** Monthly [ ]  **Visitor:** Monthly, expires in 3 months (Note: visitor fees apply)  | [ ]  **Permit to Occupy**: allows use of stables and other facilities Desired Term: Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Number of Horses (maximum per day):** |  | **Number of Boxes requested:** |  |
| **RIDER / STAFF DETAILS** |
|

|  |  |
| --- | --- |
| **Name**  | **Role and Licence (if applicable)**  |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |

 |
| **PAYMENT DETAILS**  |
| Method: Cash / Cheque / CCName on Credit Card: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ VISA / MASTERCARD / AMEX (Additional Fees apply for Credit Cards)Credit Card Number:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Expiry: \_\_\_\_/\_\_\_\_ CVC: \_\_\_\_\_  |
| **TRAINER DETAILS (please advise any changes)** |
| Trainers Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Licence Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Post Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*I certify that the above particulars are true and correct and I undertake to be bound by the Stables and Training Applicable Terms of the Club in relation to the use of the Club's facilities and I further undertake to advise the Club of any alteration to the above particulars.*Signed: Date: |

|  |
| --- |
| **PERMIT**We are pleased to advise that your application for a Permit has been approved. From the date of issue of this Permit, you may use the Club’s facilities subject to the Applicable Terms (including the Stables and Training – Standard Terms and the Club Specific Terms) and the payment of fees by the Trainer. The Applicable Terms are available upon request. |
| **Granted to:** | **[insert Trainer Name]****[insert Trainer Address]** |
| **PERMIT DETAILS** |
| [ ]  **Permit to Train**:  [ ]  **Permanent:** Monthly [ ]  **Visitor:** Monthly, expires in 3 months from the date specified below.  | [ ]  **Permit to Occupy**: allows use of stables and other facilities Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stable Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **APPROVED**Issued on behalf of the Club: |
| Signed: Date:Name: Position:  |

Stables and Training - Club Specific Terms

TheStables and Training – Standard Terms*(“****Standard Terms****”)* apply to the use of stables and training facilities at the Club and must be read together with these Stables and Training - Club Specific Terms (*“****Club Specific Terms****”*). A copy of the Standard Terms is available on request if not attached to these Club Specific Terms.

**Club Details:**

|  |  |
| --- | --- |
| 1. **Club:**
 | [Insert] |
| 1. **Club Address:**
 | [Insert] |
| 1. **Fees:**

All fees are exclusive of GST.***[Update entire table to reflect Club fee structure and facilities]*** | **Permit to Occupy - Stables (per horse):** Monthly Fee: $XX + GST**Permit to Train - Permanent (per trainer):**Monthly Fee: $XX + GST**Permit to Train - Visitor (per trainer):**Monthly Fee: $XX + GST**Training:** **Standard Fee:** **Visitor Fee:****(per session per horse)**Course Proper: $XX + GST $XX + GSTJump outs: $XX + GST $XX + GSTTraining track (grass): $XX + GST $XX + GSTTraining track (sand): $XX + GST $XX + GSTSynthetic track: $XX + GST $XX + GST**Other [if applicable]:** **Standard Fee:** **Visitor Fee:****(per horse)**Pool (per swim): $XX + GST $XX + GSTWalker (per session): $XX + GST $XX + GST |
| 1. **Permitted Hours:**

***[Update entire table to reflect Club facilities]*** | Course Proper: as notified from time to timeTraining track (grass): 00:00 am to 00:00 am Monday to Friday 00:00 am to 00:00 am WeekendTraining track (sand): 00:00 am to 00:00 am Monday to Friday 00:00 am to 00:00 am WeekendPool: 00:00 am to 00:00 am Monday to Friday 00:00 am to 00:00 am WeekendWalker: 00:00 am to 00:00 am Monday to Friday 00:00 am to 00:00 am WeekendJump Outs: Nominate by: 00:00 am [day] Held on: 00:00 am [day] |
| 1. **Club Specific Terms:**
 | [Insert – e.g. direction of riding on different tracks – insert all Club specific rules] |
| 1. **Version Date:**
 | [Insert] |

# Definitions

## Definitions

In the Applicable Terms, unless the context otherwise requires:

### “**Applicable Terms**” means the Standard Terms, the Club Specific Terms, the Permit and any conditions placed on a Permit.

### “**Club**” means the Club referred to in the Details.

### “**Club Specific Terms**” means any further terms and conditions set by the Club in the Details or added by the Club from time to time.

### “**Confidential Information**” means any information about, or arising out of or in relation to, the Club and people associated with the Club, except to the extent such information is in the public domain.

### “**Details**” means the attached to these Standard Terms referred to as the Details, or any other such cover sheet or information supplied with these Standard Terms specifying the applicable Club.

### “**Equipment**” includes any equipment, vehicles, trailers, machines, riding or training items, gear, materials, tools, markers or objects.

### “**Facilities**” means any of the facilities, venues, buildings, tracks, activities, services or aspects of the Club, of any kind.

### “**Legislation**” means the Racing Act, Racing Integrity Act, and all subordinate legislation, standards or Rules of Racing applicable under them.

### “**Permit**” means a permit issued pursuant to the Standard Terms or Club Specific Terms, including a Permit to Train and a Permit to Occupy.

### “**Permit to Train**” means a Permit allowing training of horses, including either a Permit to Train – Permanent or a Permit to Train - Visitor.

### “**Permit to Occupy**” means a Permit allowing the use of Licensed Stables and associated common areas for ingress and egress.

### “**Personnel**” means all employees, agents, directors or contractors of a Trainer.

### “**QRIC**” means the Queensland Racing Integrity Commission as defined in the Racing Integrity Act.

### “**Rules of Racing**” means the Australian Rules of Racing, and the Local Rules, as applicable in Queensland to thoroughbred racing from time to time.

### “**Stable Return**” has the same meaning as in the Rules of Racing.

### “**Standard Terms**” means these Stables and Training – Standard Terms.

### “**Stewards**” has the same meaning as in the Rules of Racing.

### “**Trainer**” means the Trainer as named in the relevant Permit.

### “**Training Supervisor**” means the relevant person appointed by the Club to supervise the training of horses at the track.

### “**Visitor**” means any invitee of the Trainer, including but not limited to the owner or part-owner of any horse trained by the Trainer at the track.

# Key Terms

## Applications

### All applications for a Permit must be in writing and addressed to the Club, and such application must commit to compliance with the Standard Terms and the Club Specific Terms.

### The Club will consider each application for a Permit before issuing the relevant Permit, and approval of any Permit will be in the Club’s sole discretion.

### The Club may withdraw, cancel or suspend a Permit, or withdraw privileges to use any of the Facilities, at any time.

### The application for a Permit to Train must state the maximum number of horses to be trained at the Facilities on any one day. The Trainer is to advise the Club of any changes to the maximum number of horses to be trained at the Facilities from time to time.

### In the event that the total number of applications submitted to the Club exceeds the limit of the Facilities as set by the Club from time to time, then the Club may confer with representatives of the relevant local trainers association/s in order to reduce the number of horses to an acceptable figure having regard to the needs of the locally established trainers.

## Adherence

### All persons using the Facilities will be deemed to have read, understood and accepted the Standard Terms and Club Specific Terms pertaining to the use of the Facilities.

### It is the responsibility of each Trainer using the Facilities to ensure their Personnel and Visitors have each read, and understand, the Applicable Terms and that they are to be bound to comply with the Applicable Terms.

### Trainers are responsible for the conduct of their Personnel and Visitors at the Club as if their acts were the acts of the Trainer.

### Trainers are responsible for ensuring each horse in its care complies with the Applicable Terms.

## Licence and Rules

### Subject to subclause (c), Trainers and their Personnel must, at all times, have an appropriate licence issued under the Legislation and comply with the Rules of Racing.

### The Club may request proof of any licence held by a Trainer or their Personnel at any time.

### The Club may decide to grant a Permit to a Trainer where the Trainer has applied for but not obtained an appropriate licence issued under the Legislation provided that:

#### the Trainer must not use the Licensed Stables or the Facilities until after the appropriate licence has been issued (irrespective of the Start Date noted on the Permit); and

#### if the Trainer’s application for a licence is rejected, the Permit will be deemed null and void.

## Conduct Rules

### All persons utilising the Facilities must observe reasonable and proper conduct and only enter Facilities as permitted by the Applicable Terms.

### Except to the extent expressly permitted otherwise by the Applicable Terms, Trainers and their Personnel and Visitors must also comply with any terms and conditions applying to the use of the Facilities by public patrons.

### The Trainer and their Personnel and Visitors must at all times comply with:

#### the Rules of Racing and the Legislation;

#### any law including but not limited to Queensland occupational health and safety legislation;

#### Queensland health directives, COVID-19 regulations and any COVID-19 or other health or safety directives issued by the Club from time to time; and

#### all lawful instructions issued by the Club, the Stewards, the Queensland Racing Integrity Commission, Racing Queensland or any other proper authority.

### Any breach of the Applicable Terms may result in action being taken by Club including but not limited to:

#### being refused the use of the Facilities for such period as determined by Club;

#### being reported to the Stewards;

#### referral to the Queensland Racing Integrity Commission, Racing Queensland, police or any other appropriate authority.

### Only horses with a current Stable Return lodged in the name of the Trainer may attend the Club or use any Facilities.

### Trainers must not, and must ensure their Personnel and Visitors do not, move, adjust, alter or interfere with any Equipment owned by the Club, except where approved by the Club.

## Safety

### The Trainer and each of their Personnel and Visitors must obey all directions of the Club or Training Supervisor whilst at the Facilities.

### The Trainer is responsible for the proper supervision of their Personnel and Visitors at all times.

### The Trainer must ensure that all of their Equipment is in safe and proper condition for its intended purpose.

### The Trainer must ensure that one of their Personnel supervises each horse at all times.

### The Trainer and their Personnel must inspect the Facilities before use, and only use the Facilities in a manner which is safe based on their condition.

### All Personnel must comply with dress and safety requirements in accordance with the Rules of Racing while riding, and must:

#### wear an approved skullcap or helmet with the chinstrap fastened;

#### wear riding or other approved boots and have safety irons;

#### wear an approved safety vest; and

#### use lamps in hours of darkness.

### No Trainer vehicles are permitted on any track except in an emergency.

### Any injuries or near misses to any person must be notified to the Training Supervisor and the Club immediately.

### In the event of a rider becoming dislodged from a horse the rider is to immediately seek medical attention.

### In the event of a rider becoming dislodged from a horse and being knocked unconscious an ambulance is to be called for immediate assistance and the Trainer of the horse must ensure immediate medical attention is obtained.

### The Trainer and/or their Personnel are responsible for the capture of their horse or horses.

### The Trainer acknowledges that a Training Supervisor may not be appointed by the Club or may not be at the Club at all hours of operation, and no liability arises due to any absence, action or inaction of any Training Supervisor.

## Animal Welfare

### No horse is to be mistreated in any way.

### The Training Supervisor and Club must be notified of any injury, illness or disease of any horse, including minor cuts and abrasions.

### Any horse suffering from any injury, illness or disease must not use the Facilities at any time, unless specifically approved in writing.

### Any horse incapacitated or destroyed at the Facilities can be removed only with the permission of the Training Supervisor or the Club.

## Anti-Discrimination and Bullying

### All persons must be treated fairly and must not be discriminated against on the basis of any personal attribute.

### Sexual harassment is an unacceptable and unlawful form of behaviour that will not be tolerated under any circumstances.

### Bullying is unacceptable and will not be tolerated.

### Any instances of discrimination, sexual harassment or bullying must be reported to the Club immediately.

## Recordings and Information

### No recording of any Club logo, name, Facilities, locations, patrons or other people in attendance may be taken, including using images, video, sound, digital stream, or data, without express prior written consent from the Club.

### No commercial use of any images, video, sound or data taken at the Club or in or around the Facilities is permitted without express prior written consent from the Club.

### The Trainer and their Personnel and Visitors may not disclose any Confidential Information to any third party without prior written consent or as otherwise required by law.

### Trainers and their Personnel and Visitors consent to:

#### themselves and their horses being recorded by any means (including but not limited to audio and visual recordings by television cameras and photographers); and

#### the commercial exploitation, throughout the world, of any such recordings by any means by the Club, Racing Queensland and their commercial partners without compensation.

## Communications

### The Club may communicate via SMS or telephone with Trainers, and Trainers must advise their mobile phone number to the Club.

### The Club may post message in stables or otherwise within the Facilities, including any amendment to Club Specific Terms.

## Record Keeping

### The Trainer is responsible for keeping accurate records of usage of the Facilities by themselves, their Personnel and their horses and notifying the Club on a weekly basis for the purposes of invoicing (unless otherwise advised by the Club).

### The Club’s own records of the Trainer’s use of the Facilities will be presumed to be correct.

### An invoice issued to the Trainer by the Club will be deemed to be correct unless the Trainer is able to provide evidence to the contrary.

### The Trainer must keep, and make available to the Club upon request, all records related to its horses using the Facilities, Personnel or Visitors on Club property, and riders of all horses in his or her care.

## Fees and Payment

### The relevant fees as set out in the Applicable Terms must be paid by the Trainer.

### All fees may be adjusted at any time by notice from the Club.

### No Trainer will be permitted to use the Facilities whilst monies are outstanding for training or other fees in connection with racing.

### Monthly fees are payable in advance.

### All other fees are to be paid within seven (7) days of invoice, and the Club may issue monthly invoices if required.

### The Club may require payment under direct debit authority or by credit card authority, at any time.

### The Club may specify credit cards fees at any time.

# Training

## Permit to Train – Permanent

### All permanent locally-based Trainers are required to apply for a Permit to Train – Permanent prior to training on the Club’s property or using the Facilities.

### Holders of a Permit to Train – Permanent will pay standard fees for use of the Facilities.

## Permit to Train – Visitors

### Any visiting Trainer wishing to train on the Club’s property or to use the Facilities must apply for a Permit to Train - Visitor.

### Any Trainer operating under a Permit to Train – Visitor must pay the relevant visitor fees for use of the Facilities as notified from time to time.

### A Permit to Train – Visitor expires after three (3) months, and any Trainer using such a Permit must receive a new Permit to Train – Visitor, or another Permit, prior to expiry.

### The number of visiting horses will be restricted according to the prevailing conditions at the absolute discretion of the Club.

## Use of Training Facilities

### A Permit to Train allows the use of the common track and training Facilities, but does not give any rights of use of any stables or common areas between stables.

### The Trainer is not authorised to allow any third party to use the Facilities and may not assign the rights under a Permit to Train.

# Stables

## Permit to Occupy

### All use of stables must be approved in advance by the Club, upon application by a Trainer.

### Where approved, the Club will grant the Trainer a Permit to Occupy to use specific stables (**Licensed Stables**), and any such permit will constitute a licence to occupy the Licensed Stables subject to the Applicable Terms.

### Holders of a Permit to Occupy will pay standard fees for use of the Facilities.

## Holding Over

### If the Trainer remains in occupation of the Licensed Stables after the end of the term of the Permit of Occupy with the consent of the Club, or if no term is specified in the Permit to Occupy, the occupancy applies from month to month.

### Where paragraph (a) applies:

#### either party may terminate the Permit to Occupy on one month’s prior written notice; and

#### the Applicable Terms will continue to apply as far as they may be applicable.

## Use and Non-Use

### A Permit to Occupy allows the use of the Licensed Stables and associated common areas by the Trainer.

### The Club will specify which common areas may be used, and any fees applicable for the use of common areas. For the avoidance of doubt, unless otherwise specified fees under the Permit to Occupy are not inclusive of fees associated with track or training Facilities.

### The Trainer is to keep the Licensed Stables in good repair, having regard to their condition at the beginning of the Permit to Occupy.

### The Trainer must, in relation to Licensed Stables:

#### make good any damage caused by the Trainer, their Personnel or their Visitors;

#### replace any non-functioning light bulbs;

#### maintain and keep in good repair all Facilities, fitting, accessories and services which are located within and about the Licensed Stables; and

#### ensure adequate cleanliness and tidiness and keep the Licensed Sables and common areas clear and free from manure, needles and rubbish.

### The Trainer must not assign or sub-license the Permit to Occupy without the Club’s prior written approval.

### Non-occupancy of the Licensed Stables for any reason will not relieve the Trainer from its payment obligations in relation to the Licensed Stables.

## Obligations on Club

The Club is responsible for:

### structural works, unless required due to damage for which the Trainer is responsible;

### fair wear and tear; and

### repairs following natural disaster or any other event outside the reasonable control of the parties.

## Right of Entry

### At all reasonable times, the Club or its agents may enter the Licensed Stables and view the state of repair and cleanliness of the Licensed Stables and of the other Facilities.

### The Club may notify the Trainer in writing of any defects in the Licensed Stables and require the Trainer to remedy such defects within a reasonable time and at his or her own cost (subject to clause 4.4).

## Show Use

### The Trainer acknowledges that during the weeks before, during and after the conduct of any race meetings the Club has permitted use of untenanted stalls to race participants for occupancy by visiting horses.

### The Club requires such participants to leave those stalls so used in good and clean order upon vacation.

### The Trainer will provide the degree of co-operation necessary in such stall use that enables the Club to accommodate visitors in this regard.

### Fees shall be payable to the Club by the visiting users during these periods and the Trainer will be entitled to a reimbursement for the use of the untenanted stalls.

# Prohibitions and Operational Rules

## General Prohibitions

### No two or more horses are to be led together at any time by the same person.

### Children under 14 years are not permitted in proximity of horse stalls or associated areas.

### Dogs and other pets are not allowed at the Club without permission and may be removed by the Club without notice at any time.

### The Trainer understands and accepts that the Club will not be responsible for any loss suffered as a result of a horse being left unattended at any time, whether in Licensed Stables or otherwise.

### Whilst being led, a horse must at all times be fitted with a bridle or head collar with a bit or stallion chain attached.

### Unruly horses may, at the sole discretion of the Training Supervisor, be restricted in the manner in which they use the Facilities.

### No smoking is permitted on track, or in any building or within five metres of any building.

### No smoking or use of mobile phones is permitted while mounted.

### No alcohol is to be brought on to Club property. Alcohol served by the Club is to be consumed strictly within those areas nominated by the Club.

### Any Equipment left in the tie-up stalls or any other location at the Club is at the Trainer’s own risk, and the Club is not responsible if any Equipment is lost or stolen.

### Trainers found to be inappropriately disposing of rubbish or manure may have their access to Facilities revoked.

## Access

### All horses being led to and from track-work or other activities are to use public roads, access paths or other designated pathways.

### Horses must use designated entry and exit gaps to tracks.

## On Track

### All Personnel of a Trainer who will be riding horses must be specifically notified to the Club in advance.

### No horses are to be exercised on a lead from another horse or animal on any track where fast work may be conducted. No hacks or lead ponies are allowed on tracks without approval from the Training Supervisor.

### Horses being ridden must be fully saddled and bridled with Equipment in sound condition.

### Horses working are limited to two-abreast unless otherwise approved by the Training Supervisor.

### On entering or leaving the tracks, horses must be walked, must be kept to the right-hand side of any crossings and must be no more than two-abreast.

### Horses entering or exiting the training tracks must give way to horses working on tracks.

### Children under 14 years are not permitted in direct proximity of any track.

### Horses being given slow work must always keep to the outside of the track and give way to fast working horses on the rail.

### Fast work is to be conducted on the inside portion of the track.

### Personnel riding horses must keep a safe distance from other horses.

### No trot or canter is permitted on any track except where specifically approved by the Club.

### No horse shall be left unattended at the training or tie up stalls during morning track work or at any other time.

### No entry is permitted onto any track when warning lights, signs, announcements, bells or sirens are active. All galloping horses must be slowed or pulled up immediately when warning lights, signs, announcements, bells or sirens are active. No track work is to resume until “all clear” is given.

### No entry onto any part of a track blocked off by markers. Where “gallop markers” are in place, work must be strictly within the designated area of the markers.

### Yearlings and uneducated horses are not to be taken onto the tracks before daylight unless otherwise approved by the Training Supervisor.

### No horse shall be allowed to graze on any track.

### Unruly horses may, at the sole discretion of the Training Supervisor, be banned, required to be led onto any track or required to be exercised at specific times.

### All track work is weather permitting, and areas of the track may be closed or restricted as a result. The Training Supervisor may close the track if it determines that weather conditions are unsafe.

### Horses must be removed promptly from the track on completion of work.

### While horses are being worked no person shall go on the tracks, or stand near the gates of the same, except the Trainer and Personnel engaged in training, or others authorised by the Club or Training Supervisor.

### Any Personnel engaged in riding may be suspended from riding work if, in the opinion of the Training Supervisor, they do not have the level of competence required.

## Float and Carpark Areas

### Exercising horses in the car park is prohibited.

### Trainers are to ensure float parking and car parking areas utilised are kept clean and tidy at all times.

### Cleaning of manure from horse floats on to the surface of float car parks is prohibited. It is the responsibility of the Trainer or their Personnel to dispose of this material in a proper manner.

## Horse Walker [if applicable]

### Horses are not to be left unsupervised on the horse walker.

### Where multiple users wish to use the horse walker:

#### no Trainer may use more than [three] horses on the horse walker at any time, and consideration and courtesy to other users must be shown; and

#### the speed of the horse walker will be as set by the Club and must not be adjusted without permission.

## Tie-Up Stalls

### Only authorised Personnel are permitted in the tie-up stalls during training activities.

### The tie-up stall area is to be left in a clean and tidy condition after each use.

### Tie-up stalls to be clear of horses 30 minutes after track closing times.

## Sand Rolls and Hose Down Bays [if applicable]

### No horse shall be left unattended in a sand roll or hose down bay.

### No horse may be ridden in the sand roll. Personnel must remain outside the sand roll with the gate closed.

### Droppings are to be removed from the hose down bay by the person in charge of the horse.

### No horse suffering an ailment or skin disease shall be permitted to use the sand roll.

### No horse to be tethered to water taps.

### Water taps must be turned off after use.

### Droppings are to be removed from the sand roll or hose down bays by the Personnel in charge of the horse.

## Swimming Pool [if applicable]

### Horses are to be swum using lead ropes or pole by Trainer’s Personnel. All Personnel must have completed induction into the swimming pool procedures.

### Notify the Club attendant if horse is using the pool for the first time.

### Horses must be in a clean and healthy state. No horse with respiratory tract problems, exposed cuts or abrasions, or any communicable disease or infection is permitted to enter the pool.

### Bandages and tapes must be secured to the satisfaction of the Club attendant. The Trainer authorises the Club attendant to order the removal of any unsecured bandage or tape prior to the horse entering the pool.

### No more than [one] horse may enter the pool at any time.

### No horse permitted in the pool complex unless the Club attendant is present.

### The Club attendant may close the pool at any time, including during any weather event or for repairs or maintenance.

## Jump Outs [if applicable]

### Jump outs may be conducted by the Club, at the times nominated by the Club, and horses must be nominated by the time set by the Club.

### Failure to have the nominated horse in the mounting yard in a timely fashion will result in the scratching of the horse from the particular jump out. An invoice will still be issued.

### Each horse participating in a jump out must have a capable handler with the appropriate safety Equipment, organised by the Trainer, to load and hold if necessary at all times the horse is in the vicinity of the barriers.

### Once the barriers are on the track, all other horses must be off the track.

# General Provisions

## Default and Termination

### The Trainer will be deemed in default if:

#### any monies payable by the Trainer remain unpaid for seven (7) days after becoming due (whether formally demanded or not); or

#### the Trainer fails to comply with any covenant of the Applicable Terms; or

#### the Trainer abandons the Licensed Stables under a Permit to Occupy.

### The Club may terminate any Permit where the Trainer is in default.

### At any time, either the Club or the Trainer may terminate a Permit on no less than two (2) months’ written notice.

### At any time, the Club may terminate a Permit to Train – Visitor on 12 days’ written notice.

## Indemnity and Hold Harmless

### The Trainer and their Personnel and Visitors each enter the Club and use the Facilities at their own risk.

### Trainers must ensure horse owners understand and accept that the Club has no liability for loss suffered in relation to any horse while at the Club.

### The Trainer and their Personnel and Visitors all acknowledge and agree that horse racing and horse training are inherently dangerous and are activities with obvious risk.

### The Trainer indemnifies the Club, Racing Queensland, the Queensland Racing Integrity Commission, and each of their respective representatives, agents, volunteers or employees, against any claim brought by or on behalf of the Trainer, their Personnel or Visitors for any loss or damage of any kind arising out of or in relation to any accident, damage, injury or incident that occurs at or in the vicinity of the Club.

### The Trainer agrees to hold the Club, Racing Queensland, the Queensland Racing Integrity Commission, and each of their respective representatives, agents, volunteers or employees, harmless from any claim brought by or on behalf of the Trainer, their Personnel or Visitors for any loss or damage of any kind arising out of or in relation to any accident, damage, injury or incident that occurs at or in the vicinity of the Club.

## Insurance

At all times each Trainer must ensure that:

### all Personnel are insured against all contingencies arising from any accident mishap or action of the Trainer or any of their Personnel;

### workers compensation insurance is in place for all Personnel to the extent required by law;

### all Equipment is insured against loss or damage from any cause for its full replacement value; and

### the Trainer holds a public liability insurance policy under the Australian Trainers Association national insurance program, or if no such program is available has public liability insurance coverage with a limit of liability of no less than $10,000,000 at all times.

## Amendments

The Club reserves the right, at any time, to:

### amend the Standard Terms or Club Specific Terms; or

### impose further conditions on any Permit,

and may notify Trainers of any such change in any way the Club deems fit.

## Precedence

### To the extent of any inconsistency, the Club Specific Terms will prevail over the Standard Terms, and both of them will prevail over any other document other than the Legislation.

### Later versions of any part of the Applicable Terms are deemed to have replaced any previous version.

## Governing Law and Jurisdiction

The Applicable Terms are governed by the law in force in the State of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of that State.