



RACING AND WAGERING WESTERN AUSTRALIA

ABN 21 347 055 603

Licensing & Registrations

14 Hasler Rd Osborne Park 6017

Telephone (08) 9445 5558



Facsimile (08) 6314 4792

Email: licreginfo@rwwa.com.au

NO FEE

TRAINING PARTNERSHIP APPLICATION

Please complete or tick ✓ where applicable

Harness <input type="checkbox"/> 	Thoroughbred <input type="checkbox"/> 
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A LICENCE TO TRAIN IN PARTNERSHIP SHALL ONLY BE ISSUED IN ACCORDANCE WITH THE CRITERIA SPECIFIED WITHIN THIS APPLICATION.

APPLICANTS MUST FULLY COMPLETE AND PROVIDE ALL REQUESTED DETAILS IN ORDER TO BE CONSIDERED FOR REGISTRATION AS A PARTNERSHIP.

PLEASE NOTE:

1. An application from more than two persons for a licence to train in partnership shall not be considered.
2. A licence to train in partnership shall only be issued in accordance with the criteria specified within this application and the rules of racing.
3. Applicants must fully complete and provide all requested details in order to be considered for registration as a partnership.
4. A licence to train in partnership shall only be issued where both applicants CURRENTLY HOLD the same grade of trainer licence.
5. **Thoroughbreds only** - either one or both of the trainers must be a holder of an Open Class trainer's licence at the time of application or alternatively both must hold a B Class licence in order to be eligible to apply.
6. **Harness only** - Both must hold a A Class licence to be eligible to apply.
7. A **GST Declaration Form** must be completed and returned with this application.

THESE DETAILS MUST BE COMPLETED BY APPLICANT 1.

Mr/Mrs/Ms/Miss Surname: _____		Given Names: _____	
Date of Birth (Day) _____ (Month) _____ (Year) _____			
Current Residential Address: _____			
Street/Lot No.	Street Name	Location	Post Code
Current Postal Address: _____			
(If different to residential)		Location	Post Code
Current Phone Numbers	Home	Business	Mobile
Current Email address _____			

THESE DETAILS MUST BE COMPLETED BY APPLICANT 2.

Mr/Mrs/Ms/Miss Surname: _____		Given Names: _____	
Date of Birth (Day) _____ (Month) _____ (Year) _____			
Current Residential Address: _____			
Street/Lot No.	Street Name	Location	Post Code
Current Postal Address: _____			
(If different to residential)		Location	Post Code
Current Phone Numbers	Home	Business	Mobile
Current Email address _____			

S T A B L E D E T A I L S

Current Stable address			
List Track/Training Centre/s used	1.	2.	3.

How many horses do you intend to have in work at the commencement of the Training partnership	
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Does either trainer hold a licence in another racing jurisdiction? If yes please provide details.	
Trainer 1	Trainer 2

Staff Names – category of licence	

Is training partnership registered for work cover insurance? If yes provide details.

APPLICANTS' DECLARATION

The above mentioned Applicants do solemnly and sincerely declare that the information tendered in this application is correct and that we have read all the conditions appearing in this application and acknowledge and agree to abide by all such conditions. I also hereby authorize Racing And Wagering Western Australia to check any details of information given in this statement, including but not limited to, criminal convictions, financial commitments etc. as the Authority in its absolute discretion deems necessary.

SIGNATURE APPLICANT 1: _____ **DATE:** _____

SIGNATURE APPLICANT 2: _____ **DATE:** _____

C O N D I T I O N S O F L I C E N C E

“In making application for registration as a Partnership with RWWA, I agree to abide by all rules and regulations governing partnerships and further acknowledge that any registration issued to me is subject to the following conditions.

1. That the RWWA application to Train in a Partnership has been fully completed to the satisfaction of the Stewards.
2. The business of training partnership is registered for Work Cover Insurance where applicable.
3. That upon being granted permission to train in partnership;
 - (a) I cannot train any horses as an individual or in any other training partnership
 - (b) I share all responsibilities, duties and obligations under the Rules in regard to the training of horses
 - (c) That all stakes payments or invoices incurred by the training partnership shall be made direct to the name of the partnership and the bank specified within this applications as the case maybe.
4. That RWWA may, at any time in its absolute discretion
 - (a) Revoke permission to train in partnership, including without limitation where one or both applicants cease to meet the requirements to be granted permission to train in partnership, or where one or both of the training partners has been suspended or disqualified.
 - (b) Vary or amend any of the terms or conditions of any permission to train partnership.
5. That it is precondition to the granting of permission to train in partnership that;
 - (a) Neither applicant holds a licence or permit to train in another racing jurisdiction, other than a licence or permit to train in partnership with one another.
 - (b) The Stewards are satisfied as to the bona fides of training partnership;
 - (c) A minimum of 25 horses shall be trained in the partnership at any one time.
6. Where there has been breach of the Rules by one or both of the trainers training in partnership, then both trainers shall be deemed jointly severally responsible and may be charged and punished accordingly.
7. Where a penalty has been imposed by another Controlling Body upon one or both of the trainers in a training partnership, then both trainers shall be deemed jointly and severally responsible for the purposes of adoption or recognition of that punishment in accordance with these Rules.
8. Condition (6) and (7) does not apply where the relevant breach or punishment imposed; does not relate directly to the training of racehorses.
9. That upon either party providing written notice of withdrawal from the partnership, the partnership shall immediately cease to be recognised and shall be deemed to be cancelled and unable to operate from that time forward under the provisions of the partnership. In this circumstance, the withdrawal from the partnership by either one of the partners will immediately require that no horses be permitted to race in the name of the partnership.
10. Both trainer’s named within currently hold the required category of licence as specified within to be eligible to make this application.

A P P L I C A N T S D E C L A R A T I O N

We the under signed solemnly and sincerely declare that
I further confirm that I have read and accept the RWWA Privacy Statement

Signature Trainer 1		date	
Signature Trainer 2		date	

R E Q U I R E M E N T F O R L E G A L A D V I C E

Prior to be granted permission to train in partnership, both training partners are required to receive legal advice as to the effect of the conditions of registration, particularly in regard to punishment under the Rules of Racing in general, the following point should be noted:

1. Both trainers in a partnership are equally responsible for the training of all race horses trained in the partnership.
2. Where a breach of Rules has been committed by one trainer and not the other (for example accidental or negligent administration by one trainer of a prohibited substance) both trainers are automatically deemed responsible and may be punished as though they had both committed the breach
3. When a breach of Rules has occurred interstate, then both trainers are also automatically deemed responsible for the purpose of adoption of the penalty in W.A.
4. The only circumstance when both trainers are not automatically responsible for a breach of the Rules is where the breach of the Rules doesn't relate to training

The above points are general, plain English statements about the conditions of licence and are not intended to replace your own legal advice. The application will not be considered where the declarations below have not been signed by both trainers as well as their legal advisor (s).

D E C L A R A T I O N O F T R A I N E R S

For the purpose of my application to train in partnership, I acknowledge the general effect of the conditions of the licence with regard to punishment under the Rules of Racing. I have received legal advice in relation to this matter from the lawyer named below and have had an effect of the conditions explained to me by that lawyer.

Applicant 1	Sign	Print Name	Date
Applicant 2	Sign	Print Name	Date

D E C L A R A T I O N O F L A W Y E R S (S)




Name of trainer advised	Print Name	Date
Name of trainer advised	Print Name	Date

I am an Australian Legal Practitioner within the meaning of the Legal Profession Act 2004
I have advised the above named trainer (s) in relation to the effect with the conditions of licence in regards to punishment under the Rules of Racing.

Sign	Print Name	Date
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GST DECLARATION
Must be completed

FULL NAME

<i>Please tick <input checked="" type="checkbox"/> where applicable</i>		
Harness <input type="checkbox"/> 	Thoroughbred <input type="checkbox"/> 	Greyhound <input type="checkbox"/> 

Section A:

Are you a resident of Australia for income taxation purposes? **Yes** *Go to section B* **No** *Go to section D*

If you have answered No, then we are obligated to withhold amounts under the Foreign Resident Withholding provisions.

Section B:

Is the horse racing activity conducted as a private recreational pursuit or hobby?

Yes *Go to section D* **No** *Go to section C*

If you have answered Yes, an ABN cannot be provided and you must declare yourself as a Hobbyist.

Section C:

Where the participant is GST registered the following agreement is given:

AGREEMENT FOR THE ISSUE OF RECIPIENT CREATED TAX INVOICES

Between

Racing and Wagering Western Australia ("Recipient") ABN: 21 347 055 603 14 Hasler Road, OSBORNE PARK WA 6017

And

The Signatory (referred to as the "Supplier")

Terms and Conditions

The Supplier and Recipient agree that:

1. The Recipient may issue tax invoices in respect of supplies made by the Supplier;
2. The Supplier may not issue tax invoices in respect of supplies made by the Supplier;
3. The Supplier acknowledges that it is registered for GST when it enters into this Agreement and it will notify the Recipient if it ceases to be registered; and
4. The Recipient acknowledges that it is registered for GST when it enters into this Agreement and it will notify the Supplier if it ceases to be registered; and

When you sign this GST Declaration, you are taken to have read this Agreement and agreed to the terms and conditions outlined above.

ABN – related to the horse industry (Applicable for Businesses)									
ABN No:									
Start Date ___/___/___ GST Reg. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No									

Should your Hobby/ABN and/or GST registration status change at any time, you must notify us of your new status immediately to enable us to make the correct payments. Should you require clarification on these entity types or taxation rulings, please refer to the ATO website.

Section D: (must be completed by all)

Australian Bank Account Details)

Account Name:																					
Name of Bank	Branch																				
BSB:	Account Number																				
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Signature _____

Date ___/___/___

RWWA Privacy Policy

Please refer to RWWA's Privacy Policy on www.rwwa.com.au