

**THIS TRAINING AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN** \_\_\_\_\_

of \_\_\_\_\_ (“the Trainer”) (1)

**AND** \_\_\_\_\_

of \_\_\_\_\_ (“the Conditional”) (2)

**AND** \_\_\_\_\_

of \_\_\_\_\_ (“the Guardian”) (3)

### **WHEREAS**

The Trainer is the holder of a Trainer’s Licence issued by the British Horseracing Authority (“BHA”) and is permitted by the BHA to take on and train an Apprentice Jockey.

### **DEFINITIONS**

“the Advisory Committee”	means a committee comprising a representative of the National Trainers Federation (“NTF”), the Professional Jockeys Association (“PJA”) and the British Horseracing Authority (“BHA”).
“the Licensing Committee”	means a committee of the BHA appointed from time to time to determine licensing applications under the Rules of Racing.
“the Rules”	means the <a href="#">BHA Rules of Racing</a> from time to time in force.
“the Stakeholder”	means Weatherbys Bank or such other party as may be appointed under the Rules of Racing.
“this Agreement”	means this Agreement and the Schedule attached to it.
“the 1998 Act”	means the <a href="#">Data Protection Act 1998</a> .

### **AGREEMENT**

**IT IS AGREED** between the parties to this Agreement as follows:

1. The Conditional (with the consent of the Guardian if aged under 18) enters into this Agreement together with the Trainer, who undertakes to assist him learn the profession/occupation of a Conditional Jockey.
2. The Agreement shall last for one calendar year from \_\_\_\_\_ to \_\_\_\_\_ (“the Term”). Any renewal of this Agreement shall be for a maximum of one calendar year.

### **RESPONSIBILITIES AND DUTIES OF THE TRAINER**

3. The Trainer hereby agrees with the Conditional (and Guardian where applicable) as follows in consideration of the Conditional’s services:
  - 3.1. The Trainer will during the currency of this Agreement to the best of his knowledge, power and ability educate the Conditional or support his/her education in the profession/occupation of a jockey, including:

- 3.1.1. ensuring that the Conditional is given sufficient practical training both on the training grounds and on the racecourse; and
  - 3.1.2. assisting the Conditional in the requirements of the Rules of Racing so far as they would be applicable to him/her; and
  - 3.1.3. conducting Personal Assessment Reports as set out in Paragraph 1 of the [Schedule](#) hereto; and
  - 3.1.4. assisting the Conditional in attending jockeys training courses in accordance with [Rule \(B\)6](#) or other training which is deemed necessary for the professional development of the Conditional; and
  - 3.1.5. liaising with the [Jockeys Education & Training Scheme](#) (“JETS”) and in attending training arranged through JETS.
- 3.2. The Trainer further undertakes to:
- 3.2.1. pay the Conditional their normal wage when the Conditional is attending such training courses deemed necessary by the BHA; and
  - 3.2.2. Comply with the terms in respect of Equipment as set out in Paragraph 2 of the [Schedule](#) hereto; and
  - 3.2.3. complete all documents in respect of employees as required by HM Revenue and Customs and furnish all relevant forms to the BHA if required to do so and shall furnish such particulars regarding conditions, travelling arrangements, wages, holidays, etc as the Authority may require; and
  - 3.2.4. comply with all relevant statutory obligations of an employer as exist.
- 3.3. Insofar as the Rules may from time to time relate to regulate or touch upon the duties and obligations of trainers to apprentices, the Trainer shall at all times ensure compliance therewith.
- 3.4. The Trainer agrees to act in a reasonable manner where the Conditional is offered the opportunity to ride out or fulfil a race-riding engagement by an individual who is not party to this agreement, when not detrimental to his duties to the Trainer.

## **RESPONSIBILITIES AND DUTIES OF THE CONDITIONAL**

4. The Conditional (and Guardian if aged under 18) jointly and severally agree with the Trainer that the Conditional will:
- 4.1. Fulfil all lawful and reasonable commands and will not take time off from agreed working hours or annual leave except in the event of sickness or in accordance with the terms of his employment without the Trainer’s consent; and
  - 4.2. Obtain the consent of the Trainer, prior to riding horses or riding work for any other person or at any other premises. If the Trainer is unavailable, the Apprentice may obtain the permission of the Assistant, Head Lad/Lass or other person carrying out the Trainer’s duties. Such activity should not be detrimental to the Apprentice’s duties to the Trainer; and
  - 4.3. Not at any time disclose to any person, firm or company any confidential information in relation to the Trainer, the Trainer’s business and (if different) the Conditional’s employer’s business; and
  - 4.4. Conduct Personal Assessment Reports as set out in Paragraph 2 of the [Schedule](#) hereto.
  - 4.5. Comply with the terms in respect of Equipment as set out in Paragraphs 3 of the [Schedule](#) hereto; and
  - 4.6. Insofar as the Rules of Racing may from time to time relate to regulate or touch upon the duties and obligations of trainers conditionals to and or conditionals to trainers, the Conditional shall at all times ensure compliance therewith.

## REGISTRATION

5. The Trainer further undertakes to obtain on behalf of the Conditional, a licence to ride under the Rules at the Trainer's own expense provided that should, upon proper application, the BHA refuse to grant such licence the Trainer will be under no further obligation to progress the obtaining of such a licence.

## OBLIGATIONS OF THE GUARDIAN

6. The Guardian has entered into this Agreement for the purposes of guaranteeing the performance by the Conditional of his duties until he is aged 18 years and upon the Conditional reaching the age of 18 years the Guardian shall no longer be a party to this Agreement.

## RIDING FEES

7. Riding Fees and Prize Money are payable to the Trainer and Conditional in accordance with [Fee Code, Paragraph 10](#) of the Rules.

## DISPUTES

8. Should any dispute arise between the parties to this Agreement out of paragraphs 1 – 6 of this Agreement then it shall be resolved according to the 'Dispute Procedure' detailed in paragraph 5 of the [Schedule](#) (it is recommended that individuals contact their representative body (PJA or NTF) for advice and guidance in these instances).
9. If the Conditional wishes to raise a grievance with the Trainer or with the Conditional's employer relating to his employment then the Conditional should raise such grievance in accordance with the National Trainers' Federation/National Association of Racing Staff grievance procedure or such other procedure as the Conditional's employer may have.

## TERMINATION

10. The Agreement may be terminated:
  - 10.1. by mutual written consent of the Trainer and the Conditional (with the consent of the Guardian where the Conditional has not attained the age of 18 years); or
  - 10.2. by the Trainer for any reasonable cause which shall include the Conditional's failure to comply with the terms hereof; or
  - 10.3. by the Conditional (with the prior approval of the Guardian where the Conditional is less than 18 years) for any reasonable cause which shall include the Trainer's failure to comply with the terms hereof; or
  - 10.4. should either party be unable to carry out their duties under this Agreement; or
  - 10.5. if the trainer should for any period of time be suspended from holding a trainer's licence or at the option of the Trainer, if the Conditional should be suspended for a period in excess of 42 consecutive days from holding any form of Jockey's licence under the Rules; or
  - 10.6. in the event that the Trainer ceases to be the holder of a trainer's licence for any reason; or
  - 10.7. if for reasons of death, illness or infirmity, the Trainer is unable to carry out his duties under this Agreement.
11. In the case of any termination pursuant to paragraph 10.7 of this Agreement, the Conditional shall refer to Rule [\(B\)37](#) of the Rules and the BHA regarding the temporary continuation of his/ her licence in the absence of an Apprentice Jockey's Agreement (as defined in the Rules).
12. The agreement will cease automatically should the Conditional's employment contract with the Trainer or (if different) his employer terminate.

**COMPLETION**

13. During the last two months of the Term the Trainer shall make reasonable efforts to assess whether he can continue to offer training and/or rides to the Conditional following completion of the Term and shall consult with the Conditional on this matter.

**MISCELLANEOUS**

14. In this Agreement where the context so admits or requires reference to the masculine gender shall include the feminine gender and reference to the singular shall include the plural.

15. For the avoidance of doubt the parties to this Agreement acknowledge that the minimum terms and conditions of employment for racing staff as set out in [Rule \(B\)29.3](#) of the Rules apply to the Conditional save that the provisions relating to “payment for time worked away from the yard” shall not apply when the Conditional is race riding and the subsistence allowances payable to stable staff shall not be payable when the Conditional is race riding.

**SIGNATURE OF THE PARTIES AND WITNESSES**

**IN WITNESS** whereof the parties hereto have set their hands

**SIGNED** as a deed by the Trainer

In the presence of:

Witness signature

Witness name

Witness address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED** as a deed by the Conditional

In the presence of:

Witness signature

Witness name

Witness address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED** as a deed by the Guardian

In the presence of:

Witness signature

Witness name

Witness address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE

### 1. PERSONAL ASSESSMENT REPORTS

- 1.1. The Trainer and the Conditional will review the Apprentice's performance on a six monthly basis to include:
  - 1.1.1. aptitude and ability;
  - 1.1.2. discipline;
  - 1.1.3. progress.
- 1.2. Following the review the Trainer will prepare a personal assessment report and provide a copy to the Conditional.

### 2. EQUIPMENT

- 2.1. The Trainer undertakes to provide the Conditional with such equipment as deemed necessary by the Conditional acting reasonably to carry out his duties as a conditional jockey which for the avoidance of doubt must include:
  - 2.1.1. skullcap (to conform with [Equipment Code](#), paragraph 25 of the Rules);
  - 2.1.2. body protector (to conform with [Equipment Code](#), paragraph 25 of the Rules);
  - 2.1.3. goggles;
  - 2.1.4. breeches;
  - 2.1.5. whip (to conform with [Equipment Code](#), paragraph 31 of the Rules).
- 2.2. The equipment detailed in points 2.1.1 – 2.1.5 will be replaced by the Trainer at the Trainer's expense as and when required provided that the Trainer will not replace lost equipment or damaged equipment where such damage has been caused by wilful act or negligence of the employee, save where such equipment is deemed '[Personal Protective Equipment](#)' (2.1.1, 2.1.2 & 2.1.3).
- 2.3. If the Conditional does not have a saddle or boots the Trainer should, where practicable assist the Conditional in their purchase or have such items available for temporary loan. For the avoidance of doubt, where the Trainer is assisting in the purchase of saddle or boots on the basis that the Conditional will repay the costs of such items, the Conditional hereby gives authority to the Trainer to make reasonable deductions from his wages for repayment and for the Trainer to deduct the balance of any monies properly owed by the Conditional for the purchase of the saddle or boots from final wages due should the Conditional's employment terminate before payment has been completed.
- 2.4. The Trainer and the Conditional will agree in writing the value of the items of purchased and the rate of deductions to be made from wage.

### 3. DISPUTE PROCEDURE

- 3.1. This Dispute Procedure is to be used where the Conditional wishes to raise a dispute with the Trainer on a matter or matters arising out of paragraphs 1 – 6 of the Training Agreement.
- 3.2. It will usually be better for those involved if disputes can be resolved informally and where the Conditional has a dispute, he or she will, in the first instance, discuss the matter with the Trainer or such appointed representative as the Trainer may appoint.
- 3.3. If the matter cannot be resolved informally then the Conditional should raise a formal dispute.
- 3.4. At each stage of the procedure the Conditional may be accompanied by a fellow worker or trade union representative who may address the meeting on behalf of the Conditional but may not answer questions for the Conditional.
- 3.5. The Trainer will keep records of any action taken under this dispute procedure.
- 3.6. To raise a formal dispute, the Conditional will as the first stage write to the Trainer with an explanation of the basis for the grievance.

- 3.7. The Trainer will then invite the Conditional to a meeting to consider the matter such invitation to be by letter. The meeting will normally be held within 5 days of the formal dispute being raised. The Trainer must advise the Conditional in the letter of his or her right to be accompanied at the meeting. After the meeting, the Trainer must inform the Conditional of the decision without unreasonable delay and also of the right to appeal.
- 3.8. The Conditional must take all reasonable steps to attend the meeting.
- 3.9. If the Conditional's chosen companion is unavailable at the time appointed for the meeting but the Conditional proposes a reasonable alternative time in the next five working days, the meeting must be postponed to that time. If the Conditional is unable to propose an alternative time within the next five days, then the meeting may go ahead if reasonable to do so without the chosen companion.
- 3.10. If the Conditional wishes to appeal he or she must write to the Trainer without unreasonable delay setting out the grounds for the dissatisfaction of the decision. The Trainer will then invite the Conditional to a further meeting. This meeting must be held without unreasonable delay and will normally be held within 5 working days of the request being made. The Conditional may be accompanied at the meeting. The decision at the appeal is the final stage of the internal procedure and the statutory procedure and will normally be given in writing within 5 working days of the meeting. The external procedure set out below may then be invoked.
- 3.11. Failing settlement, the matter may be referred in writing, on behalf of either the Trainer or the Conditional directly concerned to the Advisory Committee c/o The British Horseracing Authority, Licensing Team, 75 High Holborn, London, WC1V 6LS (Telephone 0207 152 0100). The Advisory Committee will ask both parties to any such matter to make representation either written or in person as the Advisory Committee considers appropriate to enable it to consider and decide upon the matter. Following the decision of the Advisory Committee there will be no further right of appeal under this dispute procedure.
- 3.12. If either party does not comply with a decision of the Advisory Committee then upon written complaint from that party to the Advisory Committee a report will be sent by the Advisory Committee to the BHA Licensing Committee.

#### **4. DATA PROTECTION**

- 4.1. Where required by the 1998 Act, the Trainer will be notified to the Information Commissioner. The Trainer shall process the Conditional's personal data (as the phrase is defined in the 1998 Act), including the personal assessment report, in accordance with the provisions of the 1998 Act and to the extent required for the Trainer to perform this Agreement. The Conditional acknowledges that the Trainer may disclose the personal assessment report to the BHA, to be processed by the BHA in accordance with the Data Protection statement set out on the Conditional's application form for a Conditional Jockey's Licence.