

SCHEDULE 2 – TRAINER & OWNER REFORM RULES (TOR RULES)

TOR Rule 1 – Commencement and operation of the TOR

- (1) The TOR, including the TOR Rules, will commence pursuant to these Australian Rules on the TOR Commencement Date.
- (2) From the TOR Commencement Date:
 - (a) persons bound by these Australian Rules must comply with the TOR Rules;
 - (b) all trainers and owners (except exempt trainers and exempt owners) must comply with the STA and the STA is deemed to apply as between those trainers and owners subject to TOR Rule 1(4); and
 - (c) all co-owners, except for co-owners who have obtained their interest in a horse through a Promoter Syndicate and who do not own their interest in the horse with other owners who are not in a Promoter Syndicate, must comply with the COA and the COA is deemed to apply as between those co-owners subject to TOR Rule 1(5).
- (3) Notwithstanding TOR Rule 1(2):
 - (a) specific terms of the STA can be excluded, varied or limited by agreement in writing between a trainer and an owner, provided that a trainer and owner cannot exclude, vary or limit the operation of any provision of these Australian Rules (including any of the TOR Rules); and
 - (b) specific terms of the COA can be excluded, varied or limited by agreement in writing by the co-owners of a horse if that is done in accordance with the terms of the COA, provided that co-owners cannot exclude, vary or limit the operation of any provision of these Australian Rules (including any of the TOR Rules).
- (4) If a trainer and an owner:
 - (a) are, as at the TOR Commencement Date, party to a separate written agreement in relation to training services, they can in writing agree that the other agreement continues to operate after the TOR Commencement Date in conjunction with, or instead of, the STA; or
 - (b) enter, after the TOR Commencement Date, into a separate written agreement in relation to training services, they can in writing agree that the other agreement operates in conjunction with, or instead of, the STA,provided that they are bound by, and must comply, with these Australian Rules (including the TOR Rules).
- (5) If one or more of the co-owners:
 - (a) is, as at the TOR Commencement Date, party to a separate written agreement with other co-owners in respect of the horse ownership venture, the co-owners can agree in writing that the other agreement continues to operate after the TOR Commencement Date in conjunction with, or instead of, the COA; or
 - (b) enter, after the TOR Commencement Date, into a separate written agreement with other co-owners in respect of the horse ownership venture, the co-owners can in writing agree that the other agreement operates in conjunction with, or instead of, the COA, provided that they are bound by, and must comply with, these Australian Rules (including the TOR Rules).
- (6) The TOR applies equally to a training partnership licensed pursuant to the Rules as it does to individually licensed trainers.

- (7) These TOR Rules, the STA and the COA apply equally to a lessee of a horse as an owner, unless a particular provision of these TOR Rules, the STA and/or the COA expressly states that it only relates to a person with an ownership interest (rather than a lease interest) in a horse.
- (8) Any company or other business structure through which a trainer provides training services (including the billing of training services) is bound by these TOR Rules and must comply with them (to the intent that the requirements of the TOR cannot be avoided on account of a trainer providing training services through a corporate entity or other business structure which is not licensed or registered by Racing Australia or a PRA).
- (9) The COA does not apply to Promoter Syndicates which own the whole of the ownership of a horse. Promoter Syndicates must however comply with the STA (subject to TOR Rules 1(2)(b), 1(3)(a) and 1(4)).
- (10) If an owner's ownership interest in a horse is as a member of a registered Syndicate, including as a member of a Promoter Syndicate, then for the purposes of the TOR:
 - (a) the Syndicate Manager is responsible for representing the Syndicate;
 - (b) the Syndicate is deemed to be the only owner of the combined ownership interest held by the Syndicate, as if it was a separate legal entity, and the Syndicate Manager will be its expressly authorised legal representative; and
 - (c) all actions and decisions made by the Syndicate Manager will be taken to be made on behalf of the relevant Syndicate.
- (11) To the extent that there is any conflict or inconsistency between a provision of these Australian Rules (including any of the TOR Rules) and a term of the STA or the COA (including as amended, whether in accordance with TOR Rule 1(3) or otherwise), or a term of any other separate agreement made in relation to training services or a horse ownership venture (whether made in accordance with TOR Rule 1(4) or 1(5) or otherwise), these Australian Rules (including the TOR Rules) prevail to the extent of the conflict or inconsistency.
- (12) Racing Australia (including its officers and employees), each PRA (including its officers and employees) and each TDT (including its members), shall not be liable to any person, and no person shall be entitled to make any claim for damages, for any loss or damage sustained as a result of, or in any way (either directly or indirectly) arising out of, the exercise of any right, privilege, power, duty or discretion conferred or imposed, or bona-fide believed to have been conferred or imposed, under the TOR Rules.
- (13) If a dispute between a trainer and an owner arises under the TOR Rules:
 - (a) neither party may commence external proceedings in respect of the matters the subject of the dispute, save as to proceedings seeking urgent interlocutory relief, until all processes set out in the TOR Rules through which training fees and/or training disbursements can be recovered, or disputes in relation to them resolved or determined, have been followed; and
 - (b) if a party commences external proceedings in respect of the matters the subject of the dispute, this subrule may be relied upon or pleaded by the other party as a bar to any such proceedings.

TOR Rule 2 – Powers of PRAs in relation to the TOR

- (1) A PRA shall, in addition to the powers conferred by these Australian Rules, have power, in its discretion, to put in place Local Rules, regulations, policies or procedures, and/or take steps incidental or conducive to trainers and owners of horses complying with the TOR.
- (2) Without limiting TOR Rule 2(1), a PRA has power:

- (a) to appoint a person/s, who must have relevant experience in dealing with commercial disputes, as a TDT member for the purpose of determining disputes in relation to training fees and/or training disbursements;
 - (b) to make and enforce policies or procedures in respect of the role, powers and functions of the TDT, and any member of it;
 - (c) to freeze the payment of prize money to which an Owner would otherwise be entitled and pay that prize money to a trainer in payment of training fees and/or training disbursements due and payable to the trainer;
 - (d) to take whatever action it thinks fit (including to refuse to accept the nomination of a horse to race, or to take disciplinary action permitted by the Rules) against a person who breaches any provision of these TOR Rules or any regulations, policies or guidelines made by or pursuant to a direction of Racing Australia in relation to them;
 - (e) to require fees (including administrative, or transaction processing fees) to be paid to Racing Australia or to a PRA in connection with the TOR, including in connection with the operation of the TDT.
- (3) If there is any inconsistency between a rule contained in these TOR Rules and that contained in a PRA's Local Rules, to the extent of any conflict or inconsistency, the provision in these TOR Rules will prevail (except where a PRA makes a local rule in relation to the TDT's role and/or processes under TOR Rule 8(8)).

TOR Rule 3 – Requirement for trainers to issue a Fees Notice

- (1)
 - (a) Subject to TOR Rule 3(3), a trainer must issue a Fees Notice to the manager within 7 days of the date on which he or she is appointed as the trainer of a horse.
 - (b) The manager must provide a copy of the Fees Notice to each owner within 5 days of being issued the Fees Notice by the trainer.
 - (c) If the manager does not object to the trainer within 14 days of being issued the Fees Notice, the basis for providing training services set out in that notice is deemed to have been accepted by the owner/s.
- (2) The Fees Notice must set out:
 - (a) the training fees itemised by category of service or item provided;
 - (b) the anticipated training disbursements by name of service and anticipated provider (if known);
 - (c) the anticipated direct payment disbursements by name of service and anticipated provider (if known);
 - (d) any additional fees the trainer proposes to charge the owner, including bonuses for winning races, or commissions on the sale of a horse; and
 - (e) whether a trainer proposes to charge interest on any unpaid training fees and/or training disbursements. The trainer is entitled to do so from the day after an amount falls due and payable, at an interest rate not more than the rate prescribed from time to time for pre-judgment interest in the Supreme Court of the State or Territory of the TDT at which any dispute in relation to training fees and/or training disbursements would be heard pursuant to TOR Rule 5(4).
- (3) If a trainer fails to issue a Fees Notice in accordance with TOR Rule 3(1)(a), the only consequence of such failure is that the trainer is not permitted to rely on the presumption of a training debt in respect of training fees and/or training disbursements relating to training services provided prior to the date on which a Fees Notice was issued.

TOR Rule 4 – Circumstances in which the presumption of a training debt arises

- (1) As a condition precedent to a trainer being able to rely on the presumption of a training debt, the trainer must provide the trainer's invoice/s in relation to training fees and/or training disbursements to the owner of the relevant horse by the 15th day of any calendar month following a period of time in which training services were provided by the trainer to the owner.
- (2) A trainer who fails to issue an invoice by the end of the 15th day of a month following a period of time in which training services were provided must wait until the subsequent month to seek to rely on the presumption of a training debt, and can then only do so if an invoice has been provided to the owner by the end of the 15th day of that subsequent month.
- (3) If an invoice is issued in accordance with TOR Rule 4(1), the owner may formally dispute the invoice (or part of it) by serving a Dispute Notice which complies with the requirements in TOR Rule 5(1) on the trainer. A copy of the Dispute Notice must also be provided to Racing Australia.
- (4) If a trainer issues an invoice in accordance with TOR Rule 4(1) and the invoice is not fully paid by the end of the month in which it is issued, then unless a Dispute Notice is provided by the owner to the trainer by the last day of the month in which the invoice is issued, the invoice is deemed to be due and payable to the trainer at the end of that month. (That is known as the presumption of a training debt against the owner).
- (5) The provision of a Dispute Notice by an owner to a trainer by the last day of the month in which the invoice the subject of the dispute is issued has the effect that the presumption of a training debt does not arise. In that instance, unless the dispute is settled by consent, the trainer and owner each may apply in accordance with TOR Rule 5 to have the dispute heard and determined by the TDT.

TOR Rule 5 – Requirements in relation to, and the effect of, a Dispute Notice

- (1) A Dispute Notice:
 - (a) must be in a form prescribed by Racing Australia from time to time, and must provide the information required by that form;
 - (b) must clearly identify the invoice/s (or part of the invoice/s) disputed by the owner, the amount in dispute, and the grounds for the dispute;
 - (c) must be provided by an owner to a trainer with supporting documentation (to be enclosed with the Dispute Notice) that the owner intends to rely on in relation to the dispute;
 - (d) must be served on the trainer, with a copy also required to be provided by the owner to Racing Australia:
 - (i) subject to TOR Rule 5(1)(e) and TOR Rule 6(2), within 6 months of the date of the relevant invoice; and
 - (ii) by the last day of the month in which the relevant invoice is issued if the owner wishes to prevent the presumption of a training debt arising; and
 - (e) must not be served on the trainer after an EAA is filed with Racing Australia by the trainer under TOR Rule (6)(1), and any purported service of a Dispute Notice after that time will not be valid.
- (2) If a Dispute Notice challenges part, but not the whole of an invoice issued by a trainer to an owner, the owner must pay to the trainer the part not in dispute by the last day of the relevant month in which the invoice is issued in accordance with TOR Rule 4(1). Failing that, the part not in dispute is deemed due and payable to the trainer at the end of the month in which the invoice is issued.

- (3) Once a Dispute Notice is served by an owner on a trainer in accordance with TOR Rule 5(1), each has the right to elect to have the dispute determined by a TDT by filing a Notice of Election of Hearing with Racing Australia within 14 days of the Dispute Notice being served, with a copy also required to be served on the other party to the dispute.
- (4) Once a Notice of Election of Hearing is filed with Racing Australia, it will allocate the matter to the TDT of the relevant PRA as follows:
 - (a) the matter is to be allocated to the PRA of the State or Territory in which the trainer who is party to the dispute is licensed to train horses;
 - (b) if the trainer is licensed in more than one State or Territory of Australia, the matter is to be allocated to the PRA of the State or Territory in which the horse the subject of the dispute (or a majority of the horses where there is more than one horse the subject of the dispute) is predominantly located, based on the most recent Stable Return/s lodged by the trainer with Racing Australia in respect of the horse/s; and
 - (c) if the trainer is licensed in more than one State or Territory and has an equal number of horses the subject of the dispute predominantly located in more than one State or Territory, the matter is to be allocated to the PRA that Racing Australia thinks fit.

TOR Rule 6 – Consequences if the presumption of a training debt arises

- (1) Once the presumption of a training debt arises, a trainer may file an EAA with Racing Australia (with a copy also required to be served on the relevant owner) seeking that one or more of the following consequences be applied against the owner:
 - (a) if the defaulting owner owns 50% or more of the total of the ownership of the relevant horse, that Racing Australia will not process any Stable Return seeking to transfer the horse to another trainer;
 - (b) that Racing Australia and/or the relevant PRA responsible for any registration function in respect of the relevant horse will not register any transfer of the owner's share or ownership interest in the horse; and
 - (c) that Racing Australia will notify the relevant PRA/s and the PRA/s will, other than in an exceptional circumstance determined in its discretion, freeze the payment of prize money to which the Owner would otherwise be entitled, and direct payment of that prize money to the trainer owed the training fees and/or training disbursements. Subject to any exceptional circumstance determined by a PRA, the defaulting owner expressly waives any right to objecting to a PRA's payment of that prizemoney to the trainer.
- (2) Once an EAA is filed with Racing Australia by a trainer under TOR Rule 6(1), an owner is not permitted to serve a Dispute Notice on the trainer and any purported service of a Dispute Notice after that time will not be valid.
- (3) Once an EAA is filed with Racing Australia by a trainer under TOR Rule (6)(1), unless Racing Australia or the relevant PRA, as applicable, considers that an exceptional circumstance warrants another course, each of the consequences stated in TOR Rule 6(1)(a) to 6(1)(c) which were applied for by the trainer will apply until:
 - (a) the relevant training fees and/or training disbursements which are due and payable are paid to the trainer;
 - (b) the trainer notifies Racing Australia that the trainer has come to a settlement with the owner in relation to the disputed amount; or

- (c) the owner notifies Racing Australia that the owner has come to a settlement with the trainer in relation to the disputed amount and provides sufficient evidence (as determined by Racing Australia in its sole discretion) of such settlement.
- (4) A trainer must notify Racing Australia in writing within 24 hours of becoming aware of having received payment from an owner of any training fees and/or training disbursements referred to in an EAA, and/or of becoming aware of the settlement with the owner of a dispute in respect of training fees and/or training disbursements the subject of an EAA.
- (5) If, in respect of a horse owned or part owned by an owner:
 - (a) the horse is transferred from one trainer to another trainer;
 - (b) the owner owes training fees and/or training disbursements to both trainers; and
 - (c) both trainers have filed an EAA/s pursuant to TOR Rule 6(1)(c),the earlier of the EAA/s filed will take precedence in respect of freezing the payment of prizemoney to which the owner would otherwise be entitled and directing payment of that prizemoney to the trainers.

TOR Rule 7 – Further trainer rights (when the presumption of a training debt has not arisen)

- (1) If, despite the presumption of a training debt not having arisen, a trainer contends that training fees and/or training disbursements are due and payable to the trainer in respect of a horse, the trainer may object by written notice provided to Racing Australia to the transfer of the horse from the trainer to another trainer, or to the transfer of an ownership interest in the horse from one owner to another. A copy of that written objection must also be served on the relevant owner.
- (2) If a trainer objects pursuant to TOR Rule 7(1):
 - (a) the following consequences apply:
 - (i) Racing Australia will notify the relevant owner of the objection;
 - (ii) if the owner owns 50% or more of the total ownership of the relevant horse, Racing Australia will not process any Stable Return seeking to transfer the horse to another trainer; and
 - (iii) Racing Australia and/or the relevant PRA responsible for any registration function in respect of the relevant horse will not register any transfer of an owner's ownership interest in the horse.
 - (b) the consequences stated in TOR Rule 7(2)(a)(ii) and 7(2)(a)(iii) will cease after 5 business days unless the trainer provides Racing Australia with copies of the invoice/s outstanding to the trainer (clearly identifying the parts of them alleged to be due and payable to the trainer) within 5 business days of the proposed transfer (which period is not to be extended in any circumstance);
 - (c) upon receipt of that information, Racing Australia will notify the relevant owner who may then either:
 - (i) pay the amount of the invoice/s to Racing Australia (in which case Racing Australia will pay those funds to the trainer and Racing Australia and/or the relevant PRA, as applicable, will process the relevant transfer request); or
 - (ii) serve a Dispute Notice on the trainer (with a copy also required to be provided to Racing Australia). Once that is done, either party may elect to have the matter determined by the TDT by filing a Notice of Election of Hearing with Racing Australia within 14 days of the date of issue of the Dispute Notice (with a copy also required to be served on the other party). However, a Notice of Election of Hearing will only be valid and accepted

by Racing Australia if the Dispute Notice related to the dispute was served within 6 months of the date of the invoice the subject of the dispute.

- (3) If an owner serves a Dispute Notice in the circumstances referred to in TOR Rule 7(2)(c)(ii), and the owner still wishes for the relevant transfer to proceed without delay, the owner can pay the amount of the disputed invoice/s into the Training Disputes Trust Account pending determination of the dispute, at which point Racing Australia and/or the relevant PRA, as applicable, will process the relevant transfer.

TOR Rule 8 – Training Disputes Tribunal

- (1) If an owner has served a Dispute Notice on a trainer in accordance with TOR Rule 5(1), either of them may, within 14 days of the service of the Dispute Notice, elect to have the dispute determined by a TDT by paying the filing fee to Racing Australia and at the same time filing a Notice of Election of Hearing with Racing Australia and serving it on the other party to the dispute. Once a valid Notice of Election of Hearing is filed with Racing Australia, it will transfer the filing fee to the PRA allocated the dispute in accordance with TOR Rule 5(4).
- (2) A Notice of Election of Hearing will only be valid and accepted by Racing Australia if the Dispute Notice related to the dispute was served within 6 months of the date of the invoice the subject of the dispute and before any EAA was filed by the trainer.
- (3) When a valid Notice of Election of Hearing is received by Racing Australia from an owner or a trainer, then the consequences set out in TOR Rule 7(2)(a)(ii) and 7(2)(a)(iii) will apply unless the amount disputed in the Notice of Election of Hearing has been paid by the owner into the Training Disputes Trust Account pending resolution of the relevant dispute.
- (4) The TDT may make directions in relation to the preparation of the dispute for hearing as the TDT sees fit, except that a hearing on the papers can only take place if all parties agree to it.
- (5) In relation to an oral hearing before the TDT:
 - (a) there is no immediate right to legal representation before the TDT; and
 - (b) the TDT may grant permission to the trainer and/or owner to be legally represented if in the opinion of the TDT that is warranted having regard to one or more of the following matters:
 - (i) the complexity of the issues arising on the dispute;
 - (ii) the amount disputed;
 - (iii) whether or not the case is of general importance to the racing industry;
 - (iv) the interests of justice in the circumstances of the case.
- (6) In respect of a hearing before the TDT:
 - (a) the TDT:
 - (i) must, other than in exceptional circumstances, make all reasonable efforts to determine a dispute within 10 days of the hearing of that dispute; and
 - (ii) is only required to provide written reasons of the TDT's decision if at least one party to the dispute requests that;
 - (b) the decision of the TDT will be binding on all parties as a decision under these Australian Rules;
 - (c) the TDT may:
 - (i) determine whether training fees and/or training disbursements must be paid and in what amount, including in relation to any amounts paid into the Training Disputes Trust Account; and/or

- (ii) recommend to any PRA that the PRA/s apply the Rules against a trainer or an owner in a manner recommended by the TDT (in which case it will then be a matter for the relevant PRA as to whether it implements that recommendation);
 - (d) if either party intends to challenge the decision of the TDT by way of external proceedings, it must provide written notice of that intention to the other party, the relevant PRA, and Racing Australia within 7 days of the TDT's decision. If that is done, then from that point Racing Australia and/or the relevant PRA, as applicable, must not take any action in relation to the relevant disputed training fees and/or training disbursements until, subject to TOR Rule 8(6)(e), the outcome of the external proceedings is known;
 - (e) if notice of an intention to commence external proceedings is provided in accordance with TOR Rule 8(6)(d), but the notifying party has not provided Racing Australia with evidence of the commencement of external proceedings within 28 days of the TDT's decision then:
 - (i) if the TDT has ordered that an amount be paid to a trainer in respect of training fees and/or training disbursements, the owner must pay the trainer the amount determined by the TDT within 2 days of that date (that is, within 30 days of the TDT's decision);
 - (ii) Racing Australia and/or the relevant PRA, as applicable, may take any action in relation to the relevant disputed training fees and/or training disbursements that it is permitted to take under the Rules, provided it does not receive evidence of the commencement of external proceedings before taking such action; and
 - (iii) if Racing Australia receives evidence of the commencement of external proceedings more than 28 days after the TDT's decision, then from that point Racing Australia and/or the relevant PRA, as applicable, must not take any action in relation to the relevant disputed training fees and/or training disbursements until the outcome of the external proceedings is known.
 - (f) if notice of an intention to commence external proceedings is not provided in accordance with TOR Rule 8(6)(d), and the TDT has ordered that an amount be paid to a trainer in respect of training fees and/or training disbursements, the owner must pay the trainer the amount determined by the TDT within 7 days of the TDT's decision;
 - (g) an unsuccessful party to an application before the TDT must bear the cost of the relevant filing fee in respect of that application;
 - (h) further to TOR Rule 8(6)(g), if the trainer succeeds before the TDT and the proceeding was commenced by the trainer, the unsuccessful owner must pay the successful trainer an amount equivalent to the filing fee within 7 days of the TDT's decision;
 - (i) further to TOR Rule 8(6)(g), if the owner succeeds before the TDT and the proceeding was commenced by the owner, the unsuccessful trainer must pay the successful owner an amount equivalent to the filing fee within 7 days of the TDT's decision; and
 - (j) other than as provided in TOR Rule 8(6)(g) to 8(6)(i), the parties to a dispute before the TDT must bear their own costs (including any legal costs) in connection with that dispute, except that the TDT retains a discretion to order that a party ("first party") pay some or all of the costs of the other party if the TDT is satisfied that:
 - (i) the first party commenced or responded to the TDT proceedings vexatiously; or
 - (ii) the first party's commencement of, or response to, the TDT proceedings had no reasonable prospect of success.
- (7) A TDT has jurisdiction to determine all issues or questions relevant to determining a dispute between a trainer and an owner/s in relation to the payment of training fees and/or training

disbursements. A TDT does not have jurisdiction to determine disputes between co-owners.

- (8) Despite anything in TOR Rule 8 and TOR Rule 2(3), a PRA is entitled to make its own rules and regulations specific to its State or Territory in relation to the role and/or processes of its TDT, provided that they are procedurally fair and are not inconsistent with the overriding purpose of TOR Rule 8, being to have in place a TDT to impartially and efficiently determine disputes in respect of training fees and/or training disbursements. This subrule means that a PRA is able to make local rules inconsistent with TOR Rules 8(4) to 8(6), but only if they are procedurally fair and not inconsistent with the stated overriding purpose of TOR Rule 8.

TOR Rule 9 – Facilitating payment after a TDT decision

- (1) If a TDT makes an award in favour of a trainer:
- (a) subject to TOR Rule 8(6)(d) and 9(2), the following consequences apply to the defaulting owner:
 - (i) if the owner owns 50% or more of the total ownership of the relevant horse, Racing Australia will not process any Stable Return seeking to transfer the horse to another trainer;
 - (ii) Racing Australia and/or relevant PRA responsible for any registration function in respect of the relevant horse will not register any transfer of the relevant owner's interest in the horse; and
 - (iii) the relevant PRA/s must, other than in an exceptional circumstance to be determined in its discretion, freeze the payment of any prize money to which the owner would otherwise be entitled.
- (2) The consequences in TOR Rule 9(1)(a) will apply until the training fees and/or training disbursements the subject of the TDT's award are paid by the owner to the trainer.
- (3) If 14 days have passed after a decision of a TDT and the trainer has not been paid by the owner as required by the decision of the TDT and informs Racing Australia of that, in addition to the consequences stated in TOR Rule 9(2):
- (a) Racing Australia will notify the owner, the trainer and the relevant PRA/s of that, after which the relevant PRA/s must, other than in an exceptional circumstance to be determined in its discretion, pay any prize money to which the owner would otherwise be entitled to the trainer in payment of any training fees and/or training disbursements outstanding to the trainer. Subject to any exceptional circumstance determined by a PRA, the defaulting owner expressly waives any right to objecting to a PRA's payment of that prize money to the trainer;
 - (b) the relevant PRA/s will retain its powers under the Rules to take action against the defaulting owner (including to refuse to accept a nomination for a horse to race); and
 - (c) the trainer will retain the trainer's rights under the STA and at general law.
- (4) For the purposes of TOR Rule 9(1)(a)(iii) and 9(3), if the PRA of the TDT in which the decision was made notifies Racing Australia that it is not in possession of an amount of prize money to which the owner would otherwise be entitled that is sufficient to satisfy (in whole or in part) the payment of any training fees and/or training disbursements outstanding to the trainer:
- (a) Racing Australia will notify the owner, the trainer and any other PRA/s which may be in possession of such prize money; and
 - (b) if:
 - (i) one of those PRAs is in possession of an amount of prize money to which the owner would otherwise be entitled that is sufficient to satisfy (in whole or in part) the payment of any training fees and/or training disbursements outstanding to the trainer, that PRA is a

relevant PRA and Racing Australia may direct that PRA to pay any outstanding training fees and/or training disbursements to the trainer from that prize money; and

- (ii) if more than one of those PRAs is in possession of an amount of prize money to which the owner would otherwise be entitled that is sufficient to satisfy (in whole or in part) the payment of any training fees and/or training disbursements outstanding to the trainer, those PRAs are each a relevant PRA and Racing Australia may determine the order in which one or more of those PRAs are, on Racing Australia's direction, to pay any outstanding training fees and/or training disbursements to the Trainer from that prize money.
- (5) If Racing Australia or a PRA directs prize money to which an owner would otherwise be entitled be paid to a trainer pursuant to TOR Rule (3)(a), but the disputed amount has already been paid or settled as between trainer and owner by the time that payment is made to the trainer, the trainer must refund to the owner the amount paid to the trainer by that PRA within 7 days.
- (6) A trainer must inform Racing Australia within 24 hours of becoming aware of having received payment from an owner of any training fees and/or training disbursements ordered by a TDT to be paid to the trainer.

AR 2 Dictionary

In the interpretation of these Australian Rules (and any race meeting held under them), unless the context requires otherwise, the words and phrases below have the meanings set out in this rule.

advertised or advertisement includes the publication of information in any newspaper, journal, magazine, circular, racing calendar or poster, whether in print or electronic format.

Anabolic Androgenic Steroid Clearing Certificate means a certificate from an Official Racing Laboratory stating that a sample (taken under the supervision of the Stewards or another official employed or engaged by a PRA to do so) is free of anabolic androgenic steroids or that any anabolic androgenic steroids that are present are at or below the relevant thresholds set out in Schedule 1, Part 1, Division 3 and Schedule 1, Part 2, Division 3 to these Australian Rules.

apprentice jockey means a person who is bound to a trainer in accordance with the Local Rules of the PRA with jurisdiction over the State or Territory in which that trainer resides.

approved rider means a rider that has been given that status by a PRA or the Stewards, including for the purposes of riding at picnic race meetings.

ARB means the Australian Racing Board, which up until 13 April 2015 was the peak regulatory body for thoroughbred racing in Australia.

arrears includes:

- (a) any sum due and payable including subscriptions, fines, fees, stakes or forfeits in respect of any race or race meeting conducted under the Rules; and
- (b) any sum in respect of which a person has been declared a defaulter or placed on the Forfeit List.

ASIC means the Australian Securities and Investment Commission.

Australian Stud Book means both the officially published records of thoroughbred bloodlines in Australia, and the division of Racing Australia which is responsible for the maintenance, accuracy, quality and integrity of those records.

Australian Stud Book Rules means the official rules published by the Australian Stud Book.

authorised agent means a person who has produced to a PRA or the Stewards or to an official authorised by either of them a satisfactory written authority signed by the person's principal.

banned substance means a substance specified in Part 7 of these Australian Rules as a substance banned for use by a rider or horse handler.

beneficial interest means a person who by agreement or other legal arrangement has the right to some profit, distribution or other like benefit from ownership of a horse even though title to the horse may be in another's name, or any individual or group of individuals that either directly or indirectly has the power to vote or participate in business decisions in respect of the horse.

bullying means repeatedly acting unreasonably towards a person, which behaviour creates a risk to health and safety. (Acting unreasonably includes victimising, humiliating, intimidating or threatening. Reasonable management action that is carried out in a reasonable way is not bullying.)

business day means a day that is not a Saturday, Sunday or public holiday in the place concerned.

Certificate of Analysis means a certificate or formal written record issued by an Official Racing Laboratory setting out the results of its analysis of a sample taken from a horse.

Certificate of Registration means the official registration document of that name in relation to the ownership or leasing of a horse.

Chairmen of Stewards means the Chairmen of Stewards Committee to Racing Australia.

clear day means a 24 hour period from 12.00am to 11.59pm.

Clerk of the Course means the person employed or engaged by a PRA or the Stewards to perform that role under the Rules.

Clerk of the Scales means the person employed or engaged by a PRA or the Stewards to perform that role under the Rules.

Club includes any body approved to hold a race meeting under these Australian Rules.

Code of Practice means any code of practice published by Racing Australia which sets out standards of conduct for persons associated with Australian thoroughbred racing.

company means:

- (a) a company incorporated or registered under the Corporations Act or any statute or ordinance of any State and/or Territory of the Commonwealth of Australia;
- (b) a 'foreign company' within the meaning of the Corporations Act.

co-owner means a person who owns a horse together with at least one other person and is registered or is intended to be registered with Racing Australia as an owner.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

correct weight means a declaration by the Stewards officiating at a race meeting that the result of a race is official.

cruelty includes any act or omission as a consequence of which a horse is mistreated.

Deputy Registrar of Racehorses or **Deputy Registrar** means any person employed or engaged to act in that position by and under the direction of a PRA, whose role includes performing State or Territory based registration functions.

direct payment disbursements means costs or expenses in relation to the training and/or care of a horse which are to be directly invoiced to an owner of a horse by service providers other than the trainer (including veterinary fees, breaking in fees, agistment fees and transport costs).

Dispute Notice means the Racing Australia form of that name referred to in the TOR Rules, and in the STA, both as amended from time to time.

disqualification includes the adoption or confirmation in accordance with these Australian Rules of any disqualification. (**disqualify** has a corresponding meaning.)

eligible horse means a horse which is eligible to be registered, but has not yet been registered, under these Australian Rules.

Enforcement Action Application (EAA) means the Racing Australia form of that name referred to in the TOR Rules and in the STA, both as amended from time to time, which a trainer is entitled to submit to Racing Australia under TOR Rule 6 once the presumption of a training debt arises.

exempt owner means an owner who is not required to comply with the STA, being an owner:

- (a) who themselves trains a horse pursuant to an owner/trainer licence and does not also train the horse for any other owner; or
- (b) who employs (as an employee pursuant to a written contract of employment), or otherwise engages (pursuant to a written contract for services) a trainer to train a horse/s exclusively for that owner so that the trainer does not train a horse for anyone else.

exempt trainer means a trainer who is not required to comply with the STA, being a trainer:

- (a) with an owner/trainer licence who does not also train the horse for any other owner; and/or
- (b) who is contracted in writing to provide training services exclusively to an exempt owner.

external proceedings means legal proceedings in a court or tribunal (not including a TDT) outside the TOR Rules.

filing fee means the fee set and charged 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 is allocated a TDT proceeding by Racing Australia.

Fees Notice means the written fee disclosure notice a trainer must provide to an owner of a horse under TOR Rule 3, and pursuant to the STA.

Foal Identification Card means the card of that name issued by the Australian Stud Book (and from 13 April 2015 by Racing Australia) or an Overseas Racing Authority in relation to the identity of the horse described on that card.

Foal Ownership Declaration means the form required to be lodged by the manager of a horse or his or her authorised agent with Racing Australia in accordance with AR 34. The Foal Ownership Declaration must set out the names of each person with a beneficial interest in that foal from its birth to the date of the declaration.

forfeits means all overdue and unpaid nomination, acceptance or qualification fees, moneys, stakes, fines, arrears, subscriptions, course, track, and other fees (excluding entrance fees), and prize money recoverable and unpaid which are:

- (a) due from or imposed upon any person;
- (b) due in respect of or imposed upon any horse; or
- (c) published by a PRA as so due or imposed.

Forfeit List means the list published from time to time by Racing Australia and/or PRAs which records forfeits and the persons to whom they relate. Forfeits incurred at any meeting in any other territory or country may be included in the list on the authority of the relevant PRA.

freeze means, in relation to prize money to which an owner would otherwise be entitled, a direction by a PRA that that prize money be withheld or not allowed for a period of time that is fixed by the PRA.

Group Races, Listed Races and Restricted Listed Races means, in relation to races run in Australia, races which are published as such by Racing Australia.

Group and Listed Races means, in relation to races run outside Australia, races which are published as such by the International Cataloguing Standards Committee.

horse handler means any licensed person who handles any horse at any race meeting, trial, jump-out or in training. A horse handler includes but is not limited to stablehands, trainers, veterinarians, farriers and barrier attendants.

horse ownership venture means a venture conducted by co-owners of a horse, and can include racing a horse together, selling all or part of a horse, and/or breeding of a horse.

Horse Registration Form means a registration form of that name that an owner must lodge with Racing Australia to register a horse (or an interest in a horse) for racing.

interest in respect of a horse includes:

- (a) the ownership or leasing interest of a natural person in relation to a horse;
- (b) membership of a Syndicate which owns or leases a horse;
- (c) where relevant, membership of a company, unincorporated organisation or Syndicate which owns or leases a horse, or has any direct or indirect interest in a horse, or has any direct or indirect interest in a company, unincorporated organisation or Syndicate which owns or leases a horse.

jockey is a person licensed by a PRA to ride for hire.

Judge means the person employed or engaged by a PRA or the Stewards to perform that role, and includes any assistant judge and any substitute employed or engaged by a PRA or the Stewards, under the Rules.

jump-out means a trial, other than an official trial, which is organised, supervised and controlled by a PRA or a Club or the management of a racecourse or recognised training track, which is started from barrier stalls, and which is conducted in accordance with requirements set by a PRA.

lay means the offering or placing of a bet on a horse:

- (a) to lose a race; or
- (b) to be beaten by any other runner or runners; or
- (c) to be beaten by any margin or range of margins; or
- (d) to not be placed in a race in accordance with the provisions of AR 214(3).

lease includes any agreement by which the owner of a horse permits another person to race the horse.

licence includes any approval or permit.

licensed person means a person who has a licence required by or issued pursuant to the Rules.

licensed wagering operator means a wagering operator that holds a licence or authority pursuant to Commonwealth, State, or Territory legislation to carry out wagering operations in Australia.

List of Disqualifications means a list of horses or persons who have been disqualified or warned off.

Local Rules are rules of racing made from time to time by a PRA which are in force within its State or Territory.

Maiden means a horse which:

- (a) at the time of starting a flat race has never won a race on the flat at a registered meeting or an advertised race in any country; or
- (b) at the time of starting a steeplechase or hurdle race has never won a steeplechase or hurdle race at a registered meeting or an advertised race in any country.

manager means a person registered with Racing Australia as the manager of a horse owned or leased by a natural person, a group of natural persons, or a Syndicate. Unless established otherwise:

- (a) the first named person appearing in the Certificate of Registration or other official ownership or leasing record held by Racing Australia will be deemed to be the manager (subject to AR 63(1)); and
- (b) if a horse is owned or leased by more than one Syndicate, the first named person appearing in the Certificate of Registration or other official ownership or leasing record held by Racing Australia will be deemed to be the manager.

Mare Return means a return lodged with the Australian Stud Book for each mare declaring: (a) the outcome of the mare's covering by a stallion; or (b) the decision not to have the mare covered.

medication means any drugs or other substances.

member includes any person who has an interest of any kind in a structure through which horses can be owned pursuant to these Australian Rules, including in any Syndicate.

metropolitan area means any area designated in that way by the Rules.

microchip means an electronic identifier transponder encoded with a unique unalterable number approved by Racing Australia for implantation in a horse.

month means a calendar month.

named horse means a horse which was an eligible horse but which has subsequently been registered to race under these Australian Rules.

National Equipment Register – Horses and Riders means the register of all gear, and the conditions for the use of that gear, approved by the Chairmen of Stewards.

nominator means a person authorised to nominate a horse for a race. It includes:

- (a) any owner;
- (b) if a horse is leased, any lessee by or on whose behalf the horse is entered;
- (c) any registered manager for a company;
- (d) any Syndicate manager for a Syndicate; and
- (e) any person exercising the rights of a nominator under the Rules by reason of the death of a nominator, the sale of a horse with engagements, the termination of a lease, or otherwise.

non-approved wagering operator means any wagering operator, including a totalizator operator, bookmaker, corporate bookmaker, betting exchange or other wagering service provider, that does not hold a current licence, approval or authority to use or publish the thoroughbred racefields of a State or Territory in accordance with the relevant State or Territory legislation and/or regulations.

Notice of Election of Hearing means the Racing Australia form of that name referred to in the TOR Rules and in the STA, both as amended from time to time, which Racing Australia makes available for the purpose of parties electing to take a dispute in relation to training fees and/or training disbursements to a TDT.

notifiable disease or condition means one of the animal diseases or conditions set out in AR 89(1).

official means any:

- (a) director, board member or committee member of a PRA or a Club;
- (b) person employed, engaged or appointed by a PRA, a Club or a government body in relation to the management and/or control of racing, including but not limited to the conduct of race meetings or any other matter regarding its business and affairs.

Official Racing Laboratory means an analytical racing laboratory which is approved by Racing Australia.

Note: *The following have been approved by Racing Australia as Official Racing Laboratories:*

Australian Racing Forensic Laboratory, Sydney

Queensland Racing Integrity Commission – Racing Science Centre, Brisbane

Racing Analytical Services Limited, Melbourne

Racing Chemistry Laboratory, Chemistry Centre (W.A.), Perth

The Hong Kong Jockey Club Racing Laboratory, Sha Tin, Hong Kong

New Zealand Racing Laboratory Services Limited, Avondale, Auckland, New Zealand

Sport and Specialised Analytical Services, LGC, Fordham, Ely, Cambridgeshire, United Kingdom

Australian Sports Drug Testing Laboratory, Sydney

ChemCentre, Western Australia

National Measurement Institute (NMI), Sydney (trace element analysis)

Institute of Biochemistry, German Sport University, Cologne, Germany

Laboratory of Racing Chemistry, Tochigi, Japan (reserve portion/B sample analysis). [added 1.6.19]

official trial means a trial:

- (a) that is approved and advertised by a PRA;
- (b) that is conducted in accordance with the conditions set by a PRA;
- (c) that is supervised by the Stewards; and
- (d) for which official entries are taken and results are officially recorded.

Overseas Racing Authority means a body, statutory or otherwise, that has the control or general supervision of racing within a country, state or territory or province other than Australia.

owner means a person with an actual interest, beneficial interest or share in a horse.

participant in racing includes:

- (a) a trainer;
- (b) a person employed or contracted by a trainer in connection with the training or care of a horse;
- (c) an owner;
- (d) a nominator;
- (e) a rider;
- (f) a rider's agent; and
- (g) any person who provides a service/s connected with the keeping, training or racing of a horse.

penalty includes the suspension or partial suspension of any licence, disqualification, reprimand and the imposition of a fine. (**penalise** has a corresponding meaning.)

person includes any Syndicate, company, combination of persons, or other organisational structure recognised by these Australian Rules which owns or races a horse/s.

possession means:

- (a) an article, substance or thing is in the custody or control of a person;
- (b) the person has and exercises access to the article, substance or thing; or
- (c) the article, substance or thing is found at any time on premises used in any manner in relation to the training or racing of horses and the person occupies or has the care, control or management of those premises or owns, trains or is in charge of horses at those premises,

provided that paragraph (c) does not apply if the person proves that he or she did not know of the existence or the identity of the article, substance or thing.

premises includes land, buildings or any fixed or moveable structure, including any vehicle.

presumption of a training debt means the presumption that training fees and/or training disbursements are due and payable from an owner to a trainer which arises in the circumstances identified in TOR Rule 4(4).

previous Australian Rules means the Australian Rules of Racing in effect immediately before 1 March 2019.

Principal Racing Authority (PRA) means a body (statutory or otherwise) recognised as a principal racing authority under Racing Australia's Constitution, that has the control and general supervision of racing within a State or Territory, and comprises:

- (a) Racing New South Wales in New South Wales;
- (b) Racing Victoria Limited in Victoria;
- (c) Racing Queensland Board in Queensland;
- (d) Thoroughbred Racing S.A. Limited in South Australia;
- (e) Racing and Wagering Western Australia in Western Australia;
- (f) Tasracing Pty Ltd in Tasmania;
- (g) Thoroughbred Racing NT in the Northern Territory; and
- (h) Canberra Racing Club Incorporated in the Australian Capital Territory.

prize includes any moneys, cups, trophies or any material gain, award or benefit capable of being valued in money (but not including the value of any stallion services) from whatever source awarded to the nominator, trainer or jockey of a horse or to any other person pursuant to the conditions of a race as a result of the horse winning or being placed in any other position in a race as determined by a PRA or by the conditions of a race.

prize money to which an owner would otherwise be entitled means, for the purpose of the TOR Rules, any prize money which, but for the TOR Rules, an owner would be entitled to receive from Racing Australia or a PRA in relation to the results in a race of a horse/s owned or part owned by the owner which is trained by the trainer (or that received the training services). Such prize money therefore includes prize money earned through the results of a horse/s other than the horse/s that received the relevant training services the subject of action under the TOR Rules and prize money of the horse/s that received the relevant training services (even if the trainer no longer provides training services in respect of such horse/s).

Prohibited List A means the list of prohibited substances set out in Schedule 1, Part 1, Division 1 to these Australian Rules.

Prohibited List B means the list of prohibited substances set out in Schedule 1, Part 2, Division 1 to these Australian Rules.

prohibited method means a method or process identified in AR 254 or AR 255 as being prohibited.

prohibited substance means a substance specified in these Australian Rules to be a prohibited substance, or which falls within any of the groups or categories of substances specified in these Australian Rules to be prohibited substances, unless it is specifically exempted.

Promoter means any person or company who for valuable consideration offers or invites any other person or company to subscribe for shares or to participate in any scheme with objects that include the breeding and/or racing of a horse/s.

Promoter Syndicate means a Syndicate where the co-owners own their interest in a horse as a result of acquiring shares in the horse offered by a Promoter approved by a PRA and licensed under the Corporations Act and/or offered pursuant to *ASIC Corporations (Horse Schemes) Instrument 2016/790* or a successor or predecessor instrument to it.

protest means any protest, objection or complaint lodged by a person with a PRA or the Stewards.

provincial area means any area designated in that way by the Rules.

race includes each division of a divided race.

Racing Australia means Racing Australia Limited (formerly RISA) and any successor entity substantially carrying out Racing Australia's functions. Racing Australia took over the functions and role of RISA and the ARB from 13 April 2015.

Racing Australia Co-owner Agreement (COA) means the agreement of that name, as amended by Racing Australia from time to time, which is part of the TOR and published on the Racing Australia website.

Racing Australia Standard Training Agreement (STA) means the agreement of that name, as amended by Racing Australia from time to time, which is part of the TOR and is published on the Racing Australia website.

racings calendar means the publication published under that name or any similar name by or under the authority of a PRA.

registered manager means a person who is appointed to be the registered manager for a company by instrument under the common seal of the company and who has been approved by the PRA by which the company has been registered as a Syndicate.

registered meeting includes any race meeting held or overseen by a PRA.

Registrar of Racehorses or **Registrar** means any person employed or engaged to act in that position by and under the direction of Racing Australia, whose role includes recording information regarding the ownership, leasing and identity of thoroughbred horses for racing in Australia. Prior to 13 April 2015, the Registrar was a nominated position within RISA.

restricted race conditions means those conditions for restricted races as prescribed by Schedule 4 to these Australian Rules.

rider means a jockey, apprentice jockey, approved rider, or any other person who rides a horse in a race, official trial, jump-out or during trackwork.

rider's agent means a person licensed by a PRA who by a contract or any other arrangement assists a jockey or the master of an apprentice jockey in relation to the organisation and/or obtaining of riding engagements.

RISA means Racing Information Services Australia Pty Ltd, which up until 13 April 2015 conducted registration functions in relation to the ownership and identity of horses for racing in Australia.

Rules of Betting means the authorised rules of betting made from time to time by a PRA which are in force within its State or Territory.

sample means a specimen of saliva, urine, perspiration, breath, blood, tissue, hide, hair, or any other excretion, product or bodily fluid from a horse or person.

scratching means the withdrawal of a horse from a race, official trial or jump-out, whether by order of the Stewards or by a decision of the connections of the horse, and includes all communications which convey such withdrawal.

screening limit means the concentration of a therapeutic substance or its specified metabolite present in a sample during a screening test or analysis as set out in AR 257(2), above which the therapeutic substance will be specified as a prohibited substance.

sexual harassment means:

- (a) subjecting a person to an unsolicited act of physical intimacy; or
- (b) making an unsolicited demand or request (whether directly or by implication) for sexual favours from a person; or
- (c) making a remark with sexual connotations relating to a person; or
- (d) engaging in any other unwelcome conduct of a sexual nature in relation to a person,

where the person engaging in the conduct described in paragraphs (a), (b), (c) or (d) does so:

- (i) with the intention of offending, humiliating or intimidating the other person; or
- (ii) in circumstances where a reasonable person would have anticipated the possibility that the other person would be offended, humiliated or intimidated by the conduct.

The conduct described in paragraphs (b), (c) and (d) includes, without limitation, conduct involving the internet, social media, a mobile phone, or any other mode of electronic communication.

special circumstance means a circumstance stipulated to be a “special circumstance” under the Rules.

Stable Return means a notification submitted by a trainer to Racing Australia or a PRA, which contains information required by the Rules in respect of each horse under that trainer’s care or control. A Stable Return can be amended or supplemented from time to time in the event of any changes to the information previously submitted.

Starter means the person employed or engaged by a PRA or the Stewards to perform that role under the Rules.

Steward means a person appointed in that role in accordance with the Local Rules of a PRA or by a State or Territory government (or government body) (as applicable).

stomach-tubing (and variations of that term) means the application to a horse of a naso-gastric tube.

Stud means a person, company or unincorporated organisation which breeds horses for racing and which during the period of 12 months immediately prior to any relevant point of time, has returned to and had accepted 5 or more mares by the Australian Stud Book and/or the Australian Register of Non-Stud Book Mares.

suspension means the temporary withdrawal (in whole or in part) of any licence, registration, permit, permission, right or privilege granted under the Rules. (**suspend** has a corresponding meaning.)

Syndicate refers to any one of the following structures or entities by which a horse can be owned or leased which is accepted as a Syndicate for registration under these Australian Rules:

- (a) a combination of more than one but no more than 20 persons (or a combination of more than one but no more than 50 in the case of a Promoter Syndicate entitled to exemption under *ASIC Corporations (Horse Schemes) Instrument 2016/790* (or any instrument, regulation or class order that replaces or supersedes that instrument));
- (b) a company;
- (c) an unincorporated organisation (including a partnership or other form of unincorporated organisation, such as an unincorporated sole trader with a business name or a Stud which has been registered as a syndicate in the name of the Stud); or
- (d) a Promoter Syndicate.

Syndicate Rules means the rules in relation to Syndicates set out in Schedule 3 to these Australian Rules.

the Rules means these Australian Rules together with the Local Rules of a PRA.

therapeutic substance means a prohibited substance to which a screening limit applies, and which is promulgated and published as such from time to time by Racing Australia.

these Australian Rules means the Australian Rules of Racing (including the Schedules to it).

Thoroughbred Identification Card means the card of that name issued by Racing Australia or an Overseas Racing Authority in relation to the identity of the horse described on it.

TOR means the trainer and owner reforms in relation to arrangements between trainers and owners, and between co-owners

TOR Commencement Date means 1 August 2017.

TOR Rules means the rules in relation to the TOR set out in Schedule 2 to these Australian Rules, as amended from time to time.

trackwork means any training activity, excluding an official trial or jump-out or race, undertaken by a horse in the care of a trainer on a racecourse, recognised training track, private training establishment, or other place.

trainer means a person licensed or granted a permit by a PRA to train horses, and includes any persons licensed to train as a training partnership.

training disbursements means the amounts paid or payable by a trainer to third parties in relation to the provision of training services which are not included in the training fees and for which a trainer invoices an 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 Disputes Tribunal (TDT) means the decision-making body set up by each PRA to determine disputes in relation to training fees and/or training disbursements, as provided for in the TOR Rules and in the STA.

Training Disputes Trust Account means the trust account held and operated by Racing Australia for the purposes of the TOR.

training fees means the amounts charged by a trainer to an owner in relation to the provision of training services, which includes the main 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 a trainer to train and/or care for a horse which are not charged as training disbursements.

training services means all the services provided by a trainer (or qualified and authorised employees or persons engaged or approved by a trainer) in relation to the care, training and/or racing of a 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.

unincorporated organisation means an organisation that has not been incorporated under the Corporations Act, and which is not a separate legal entity from its members.

unnamed horse means an eligible horse that has not been registered to race under these Australian Rules.

walk-over occurs where a rider has weighed out, mounted his or her horse and ridden past the Judge's box, and that horse is the only runner in the race.

warned off means a person is not permitted to enter a racecourse under the jurisdiction of the PRA that warned him or her off and, pursuant to AR 265, is subject to the same restrictions or consequences applicable to a disqualified person. (**warning off** has a corresponding meaning.)

workplace harassment means behaviour of one person towards another person with whom the person has a workplace connection which:

- (a) is unwelcome to and unsolicited by the person who is the subject of the behaviour;
- (b) the person subject to the behaviour considers to be offensive, intimidating, humiliating or threatening; and
- (c) a reasonable person would consider to be offensive, humiliating, intimidating or threatening.

(Reasonable management action taken in a reasonable way by the person's employer in connection with the person's employment is not workplace harassment).