

OFF THE TRACK WA NETWORK RETRAINER PROGRAM

TERMS AND CONDITIONS

1. Background

Racing and Wagering Western Australia's Off the Track WA (OTTWA) Network Retrainer Program (the **Program**) aims to support the transition of retired thoroughbred and standardbreds into second careers.

By submitting an application to become a Network Retrainer under the Program, you acknowledge that you have read and fully understand these Terms and Conditions in their entirety and you agree to be bound by them.

2. Definitions and interpretation2.1. **Definitions**

In these Terms and Conditions:

Applicant or **you** means a person or entity that submits an application in the prescribed form to RWWA to become a Network Retrainer,

Application Date has the meaning given to that term in clause 8.2.

Assistance Payments means the payments to be made by RWWA under clause 10 (if any).

Claims means any liabilities, actions, suits, proceedings, claims, demands, loss, costs and expenses whether arising under statute, at law or in equity.

Network Retrainer means a person or entity that has been accepted as a Network Retrainer under the Program by RWWA.

OTTWA means RWWA's Off the Track WA program (currently at the URL <https://www.offthetrackwa.com.au>).

OTT Horse means a thoroughbred or standardbred horse that has been retired from racing or training.

Program has the meaning given to that term in the Background.

Representatives means officers, employees, agents and contractors of RWWA.

RSPCA means The Royal Society for the Prevention of Cruelty to Animals (Western Australia) ABN 48 626 609 587 and its equivalent in any other State or Territory of Australia.

RWWA means Racing and Wagering WA ABN 21 347 055 603, which is the controlling body of thoroughbred racing in the State of Western Australia.

RWWA Network Retrainer Logo means:



Terms and Conditions means these terms and conditions, as amended from time to time by RWWA in accordance with clause 16.

2.2. Interpretation

In these Terms and Conditions, unless the context indicates a contrary intention:

- a) words denoting the singular number include the plural and vice versa;
- b) words denoting individuals, persons, associations, clubs, societies and corporations include a reference to each and every one of them;
- c) headings are for convenience only and do not affect interpretation;
- d) references to clauses are references to clauses of these Terms and Conditions and references to sub-clauses are references to sub-clauses of these Terms and Conditions;
- e) references to these Terms and Conditions shall be deemed to include references to these Terms and Conditions as amended, supplemented, varied or replaced from time to time;
- f) words denoting any gender include all genders;
- g) if a word or phrase is defined cognate words or phrases have corresponding definitions;
- h) the words “include”, “including”, “for example” or “such as” and other like words are not used as, nor are they to be interpreted as, words of limitation; and
- i) references to any legislation or to any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and ordinances, by-laws, regulations and other statutory instruments issued thereunder.

3. Application criteria

RWWA's determination as to whether to accept an Applicant as a Network Retrainer is a decision made in RWWA's sole and absolute discretion. Without limiting the scope of RWWA's discretion, when considering an application made pursuant to clause 4 or 5, RWWA may have regard to criteria including (but not limited to) the following:

- 3.1.1. whether the Applicant or Network Retrainer (as applicable) is of good character and good standing;
- 3.1.2. whether the Applicant or Network Retrainer (as applicable) will pose an unacceptable risk to the integrity of racing; and
- 3.1.3. whether the Applicant or Network Retrainer (as applicable) is able to satisfy RWWA that they will, and have the capacity to, fully perform the responsibilities as a Network Retrainer.

4. Application process

- 4.1. An application to become a Network Retrainer must be completed and submitted in full by submitting the application form available online at www.offthetrackwa.com.au, which must include the following information:
- a) overview of your business structure (sole trader/partnership/company/trust);
 - b) details of the Applicant's employment outside of the Program (if applicable);
 - c) staff details (if applicable);
 - d) insurance details (which must include Public Liability insurance for a minimum of \$5 million per claim);
 - e) supplier details, including veterinary and farrier;
 - f) process of sourcing horses and retraining;
 - g) horse retraining and rehoming history/experience;
 - h) riding and competition experience;
 - i) coaching qualification (if applicable);
 - j) current RWWA licences/registrations (if any);
 - k) declarations and acknowledgements;
 - l) supporting documents, including signed rehoming references; and
 - m) if requested by RWWA, a video of the Applicant riding an OTT Horse at a walk, trot and canter (and jumping, if applicable).
- 4.2. By submitting an application under this clause 4, the Applicant represents and warrants that the information contained in that application is true and accurate in all respects. The Applicant may be contacted by RWWA if further information is necessary for the consideration of the application by RWWA. Failure to provide further information when requested by RWWA may result in your application being denied.
- 4.3. The Applicant is responsible for all costs incurred by them in preparing and submitting an application under this clause 4. RWWA will not be liable for any loss or damage suffered or incurred by the Applicant in connection with submitting the application or the outcome thereof.
- 4.4. RWWA will conduct a preliminary assessment of the application, and if it is approved by RWWA to progress, RWWA may notify the Applicant to organise an inspection of the Applicant's property at which it undertakes its retraining activities.
- 4.5. RWWA will notify the Applicant of whether their application has been approved or refused via telephone and/or the email address provided by the Applicant.

5. Registration into the Program

- 5.1. Within 14 days of being notified by RWWA of their acceptance into the Program, the Applicant must:
- 5.1.1. provide all information and details requested by RWWA in order for RWWA to create their OTTWA Network Retrainer Profile, including for the:
 - (a) creation of a business profile (template provided by RWWA); and
 - (b) submission of a retraining report that details all OTT Horses that they are currently retraining;
 - 5.1.2. ensure that all OTT horses under their ownership or in their care are registered for an OTTWA Passport; and
- 5.2. Should the Applicant fail to comply with this clause 5 within 14 days of being notified by RWWA of their acceptance into the Program, RWWA may, by written notice to the Applicant, revoke their acceptance into the Program.
- 5.3. After registration the Applicant may be asked to provide RWWA with a high-resolution photo and short blurb about their history with horses, in particular OTT Horses, for social media use. The Applicant grants to RWWA a non-exclusive, non-transferable right and royalty free licence to use, reproduce and display this material on its social media pages.

6. Renewal process

- 6.1. Prior to the beginning of the racing season in each year (which commences on 1 August), RWWA may offer a renewal of the Network Retrainer's participation in the Program for the following year at RWWA's absolute discretion based on whether the Network Retrainer has complied with these Terms and Conditions. If such an offer is made, then, by 1 August in the relevant year, the Network Retrainer must submit a renewal application by submitting the renewal form made available by RWWA from time to time.
- 6.2. RWWA may, at its absolute discretion, grant the Network Retrainer an extension of time in which to submit its renewal application under clause 6.21. Should the renewal process not be completed by 1 August and an extension of time is not granted, the person will cease to be a Network Retrainer and will be required to reapply under the process set out in clause 4.
- 6.3. By submitting an application for renewal under this clause 6 Network Retrainer warrants that the information contained in that application is true and accurate in all respects. The Network Retrainer may be contacted by RWWA if further information is necessary for the consideration of the renewal application by RWWA. Failure to provide further information when requested by RWWA may result in your renewal application being denied.
- 6.4. The Network Retrainer is responsible for all costs incurred by them in submitting a renewal application under this clause 6. RWWA will not be liable for any loss or damage suffered or incurred by the Network Retrainer in connection with submitting the application.
- 6.5. RWWA will notify the Network Retrainer of whether their renewal application has been approved or refused via telephone and/or the email address provided by the Network Retrainer.

7. Equine Welfare

7.1. At all times during the term of the Program, the Network Retrainer must comply with the [Animal Welfare Act 2002](#) and subsidiary legislation and regulations including without limitation by providing to any horses in their care the basic needs of horses, summarised as follows:

- 7.1.1. Ensuring high standards of health are maintained at all times for all horses in their care, which includes, as a minimum:
- (a) conducting regular preventative health checks;
 - (b) providing general care and maintenance (farrier, dental, worming etc);
 - (c) procuring prompt veterinary care when required; and
 - (d) providing sufficient nutrition to maintain a Body Condition Score (BCS) of -2.5 or above out of 5.
- 7.1.2. Ensuring the Network Retrainer's retraining properties are maintained to an appropriate standard, which includes providing:
- (a) adequate feeding arrangements (i.e. fresh feed and hay, free from vermin and/or mould contamination);
 - (b) clean water sources;
 - (c) safe and secure fencing;
 - (d) shelter from the elements; and
 - (e) adequate weed, pasture and manure management.

7.2. The Network Retrainer must notify RWWA within two (2) business days if the Network Retrainer has been the subject of an RSPCA concern, visit or investigation relating to any horses in the Network Retrainer's care. The Network Retrainer must assist RWWA with any investigations relating to equine welfare concerns in relation to the Network Retrainer by advising RWWA at the earliest opportunity when the Network Retrainer becomes aware of an equine welfare concern relating to a horse within their care. Failure to comply with clauses 7.2 shall constitute a material breach of these Terms and Conditions and may be reported to the relevant authorities and will result in immediate expulsion from the Program.

7.3. Subject to the Network Retrainer's compliance with the Terms and Conditions, in the situation that euthanasia is deemed the best welfare outcome; the Network Retrainer must utilise the euthanasia services of a registered veterinarian or licensed firearm holder at a veterinary clinic or the property at which the horse resides. The Network Retrainer must notify RWWA within 2 days of any OTT thoroughbred or standardbred horse under their care that has been euthanised.

7.4. The Network Retrainer grants RWWA an irrevocable licence to access to their retraining property (or properties if more than one) for a pre-arranged property inspection if required by RWWA.

8. Record Keeping

- 8.1. The Network Retrainer must provide any changes or updates to their business profile to the offthetrackwa@rwwa.com.au inbox.
- 8.2. The Network Retrainer must submit an OTTWA passport application in the form prescribed by RWWA for all OTT horses in their care (with the date on which the Network Trainer submits the passport application to RWWA being the **Application Date**). The Assistance Payments commence from the Application Date for each OTT horse.
- 8.3. When a retrained OTT Horse is sold or otherwise transferred to a new owner or carer, the Network Retrainer must:
 - 8.3.1. record basic contact details of the new owner/s or carer/s, including name, contact number, email address and the horse's new postcode;
 - 8.3.2. ensure the new owner/s or carer/s register a profile on the OTTWA website and accept the transfer of that horse's OTTWA passport at the time of sale before the horse is removed from the Network Retrainer's property;
- 8.4. When acquiring OTT Horses for retraining, the Network Retrainer must endeavour to obtain all relevant information regarding the horse's history from the owner or trainer. This information must be shared with prospective buyers and must include, but is not limited to, any injuries or vices that horse may currently or previously have had.
- 8.5. When selling or transferring retrained OTT Horses, the Network Retrainer must be completely transparent and honest in their dealings with prospective buyers and provide an accurate account of the horse's retraining to date, including any previous injuries they are aware of or have happened in their care.
- 8.6. When selling or transferring retrained OTT Horses, the Network Retrainer must conduct appropriate screening of prospective homes to acquire an understanding of the property where the horse will be kept and the new owner's experience with horses. The Network Retrainer must consider the appropriateness of the horse/rider combination. The Network Retrainer must not sell any retrained OTT Horse via any trade channel, including online sales and auctions, where a buyer cannot be sufficiently checked and, enquiries have not been made about the buyer's experience with horses.
- 8.7. The Network Retrainer must ensure that all retrained OTT Horses have had their temperament and soundness assessed under saddle (with a rider on) before they are advertised/rehomed as a riding prospect.
- 8.8. The Network Retrainer must retrain and rehome a minimum of two OTT Horses each racing year to maintain a Network Retrainer active status.

9. Professionalism and Program Representation

- 9.1. When attending events, competitions, club rallies or showing an OTT Horse to prospective buyers, the Network Retrainer must act in a respectful and polite manner at all times.
- 9.2. The Network Retrainer must at all times comply with RWWA/OTTWA's Social Media Guidelines (as notified to the Network Retrainer from time to time).
- 9.3. The Network Retrainer must notify RWWA immediately if any person in their employment or providing assistance to the Network Retrainer has been in breach of the Animal Welfare Act 2002 or is disqualified under the Rules of Racing. For the avoidance of doubt, this includes volunteers and contractors.
- 9.4. The Network Retrainer must notify RWWA as soon as reasonably practicable if the Network Retrainer has been invited to participate in any media interviews relating to OTT equine welfare, RWWA or the OTTWA brand. Media platforms may include television, radio, print, social media and podcasts. The Network Retrainer must not make any comment on or relating to RWWA or the OTTWA brand without first consulting RWWA.

10. Program Benefits

- 10.1. Subject to clause 12, RWWA grants the Network Retrainer the right to refer to, and market, themselves as an "Off the Track WA Network Retrainer" and/or "OTTWA's Network Retrainer".
- 10.2. After thirty days from the Application Date, the Network Retrainer can invoice RWWA for an assistance payment and RWWA will pay the Network Retrainer for each OTT Horse that the Network Retrainer is retraining, rehabilitating or spelling (as registered from the Application Date), provided that:
 - a) the Network Retrainer is funding the retraining process (including for a let down spell and/or rehabilitation of the relevant horse(s);
 - b) (i) the initial Assistance Payment will be \$500 for each OTT Thoroughbred Horse in the care of the Network Retrainer for the first 30 days of care from the Application Date, and \$100 per month thereafter for a maximum of five months. The second assistance payment will be made when the OTT Thoroughbred Horse leaves the care of the Network Retrainer or upon completion of the maximum amount of time. For the avoidance of doubt, the maximum Assistance Payment from RWWA per OTT Thoroughbred Horse is an amount of \$1000.

(ii) for a Network Retrainer taking a Standardbred not broken to saddle, the initial Assistance Payment will be \$800 for the first 30 days of care from the Application Date, and \$250 per month thereafter for a maximum of five months. The second assistance payment will be made when the OTT Standardbred Horse leaves the care of the Network Retrainer or upon completion of the maximum amount of time. For the avoidance of doubt, the maximum Assistance payment from RWWA per OTT Standardbred Horse is an amount of \$2050

(iii) if the Network Retrainer requests RWWA to cover the cost of breaking the Standardbred to saddle prior to taking the horse, the initial Assistance Payment will be \$500 for the first 30 days of care from the Application Date and \$200 per month thereafter for a maximum of five months. The second assistance payment will be made when the OTT Standardbred Horse leaves the care of the Network Retrainer or upon completion of the maximum amount of time. For the avoidance of doubt, the maximum Assistance Payment from RWWA per OTT Standardbred Horse broken to saddle prior to coming into their care is an amount of \$1500.

To be eligible to receive this payment the relevant OTT Horse must:

- i. meet the criteria outlined under clause 10.2
- ii. have been acquired through a RWWA licenced trainer; and have been in pre-training or race work within the previous 12 months

- iii. have been officially retired from racing by the previous trainer directly to the Network Retrainer; and
 - iv. have been registered by the Network Retrainer for an OTTWA Passport
 - c) the Assistance Payment will not be payable in respect of any horse that:
 - i. is kept by the Network Retrainer for their own personal use
 - ii. is funded by anyone other than the Network Retrainer
 - iii. is in the OTTWA Official Retraining Program
 - iv. is companion suitable only;
 - v. is not an OTT Horse; or
 - vi. has previously undergone retraining for equestrian disciplines in preparation for retirement
 - d) where the Network Retrainer has received the Assistance Payment for a particular OTT Horse and the Network Retrainer decides to keep that OTT Horse for personal use, RWWA may require the Network Retrainer to provide RWWA with a full or partial refund in respect of the period of time in which the Assistance Payment was received for that OTT Horse by notice in writing to the Network Retrainer (**Notice**), and the Network Retrainer must promptly and within thirty (30) days of the Notice, pay such refund; and
 - e) fraudulent or dishonest submissions by the Network Retrainer may result in the immediate revocation of their status as a Network Retrainer.
- 10.3. RWWA may in its discretion also provide the following benefits to the Network Retrainer from time to time as part of the Program:
 - a) access to exclusive educational and learning opportunities
 - b) discounted entry to OTTWA official clinics rebate event entry fees for horses registered for retraining
 - c) promotion of the Network Retrainer's business on the OTTWA Website
 - d) advertising of OTT horses on OTTWA website
 - e) promotion via the OTTWA social media channels
 - f) opportunities to provide content for required purposes; and
 - g) support and preparation from RWWA's Communications Team for media interviews.
- 10.4. For all payments from RWWA to the Network Retrainer pursuant to clause 10.210.2 RWWA will issue to the Network Retrainer a RWWA Supplier Pre assessment form, and when this is completed, the Network Retrainer will be issued with a **Purchase Order number that must be noted on their invoices to RWWA**. If the Network Retrainer is GST registered, they must supply a valid tax invoice to RWWA for the Assistance Payment.
- 10.5. Any payment from RWWA to the Network Retrainer under clause 10.210.2 will be made to the bank account nominated by the Network Retrainer in writing, and it is the Network Retrainer's responsibility to provide notice to RWWA if those bank account details change.

11. Intellectual Property

- 11.1. Subject to clauses 11.211.2 through 11.511.4 RWWA grants the Network Retrainer a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable licence to use the OTTWA Network Retrainer Logo for the sole and exclusive purpose of marketing themselves as a Network Retrainer.
- 11.2. Each use of the OTTWA Network Retrainer Logo by the Network Retrainer requires the prior written approval of RWWA, which may be granted at RWWA's absolute discretion.
- 11.3. The Network Retrainer agrees to abide by any RWWA brand guidelines which are provided to them from time to time.
- 11.4. Nothing in these Terms and Conditions transfers the ownership of the OTTWA Network Retrainer Logo to the Network Retrainer, and all use of the OTTWA Network Retrainer Logo by a Network Retrainer inures to the benefit of RWWA.
- 11.5. Upon the termination of the Network Retrainer's participation in the Program and/or status as a Network Retrainer, they must immediately cease using the OTTWA Network Retrainer Logo.

12. Compliance with directions

The Network Retrainer must always comply with any reasonable directions or instructions given by RWWA or any of its Representatives relating to the exercise by the Network Retrainer of its rights, or performance by it of its obligations, under and in connection with these Terms and Conditions.

13. Breaches and termination

- 13.1. RWWA may in its absolute discretion terminate, suspend or impose conditions upon a Network Retrainer's status as a Network Retrainer and/or participation in the Program if the Network Retrainer in RWWA's opinion (in its sole discretion):
 - a) is not of good character or of good standing;
 - b) harms the reputation and/or goodwill of, or brings into disrepute, RWWA or OTTWA and their respective Representatives, and/or the racing industry;
 - c) poses an unacceptable risk to the integrity of racing, RWWA or OTTWA;
 - d) engages or has engaged in unlawful or anti-social conduct;
 - e) has provided false or misleading information to RWWA; and/or
 - f) breaches any of these Terms and Conditions.
- 13.2. Where RWWA considers or suspects that the Network Retrainer is or may be in breach of these Terms and Conditions (or proposes to revoke, suspend or impose conditions on a Network Retrainer's status under clause 13.1 above), RWWA will provide the Network Retrainer with written notice identifying the relevant issues or concerns.
- 13.3. The Network Retrainer will then be provided with an opportunity to respond to the matters raised in the notice. If RWWA requires a response within a certain time period, RWWA will make that clear in its written notice to the Network Retrainer. If the Network Retrainer then fails to respond within that time period, RWWA may make a decision without the Network Retrainer's response. RWWA will consider all matters it determines relevant prior to making a decision whether or not to take action (including to issue a warning, or to suspend, revoke or impose conditions on the Network Retrainer).

14. Indemnity

The Network Retrainer indemnifies and holds harmless and will keep indemnified and held harmless, each of RWWA, and its Representatives, from and against all Claims arising from or in connection with any:

- 14.1. breach of these Terms and Conditions by the Network Retrainer;
- 14.2. negligent or unlawful act or omission, fraud or wilful misconduct on part of the Network Retrainer, its employees, officers, agents or contractors; and
- 14.3. any breach of any other legal obligation owed by the Network Retrainer, and the Network Retrainer's provision of retraining (including rehabilitation and let down spell) whether or not the Network Retrainer was acting within the scope of any employment or engagement by any person.

15. Privacy

RWWA may gather and process information provided by an Applicant, Network Retrainer or any other person in relation to the processing and consideration of an Application and/or the administration or management of the Program and may share that information with third parties as necessary for those purposes, and otherwise in accordance with RWWA's Privacy Policy (and the Applicant or Network Retrainer consents to such disclosure). Any information collected by RWWA will be handled in accordance with its Privacy Policy accessible at <https://www.rwwa.com.au/privacy-policy/>.

16. Amendment of Terms and Conditions

- 16.1. RWWA may at any time vary these Terms and Conditions by publishing any variations at its Off the Track WA website www.offthetrackwa.com.au
- 16.2. If, following the publication of any such variation, a Network Retrainer no longer wishes to be bound by these Terms and Conditions, the Applicant may notify RWWA accordingly, and the Network Retrainer's participation in the Program, and status as a Network Retrainer, will be terminated immediately.

17. Insurance

- 17.1. The Network Retrainer must at its own expense procure and maintain the following insurances which comply with all applicable relevant laws:
 - 17.1.1. public liability insurance of not less than \$5 million per claim; and
 - 17.1.2. any other insurance which is required by the laws for the time being in force in Western Australia and Australia.
- 17.2. The policies of insurance required to be maintained by the Network Retrainer under clause 17.1 must be provided by reputable insurers satisfactory to RWWA and will be evidenced by certificates to be furnished by the Network Retrainer promptly on request from RWWA.

18. General

18.1. Severability

If any part of these Terms and Conditions is found to be void, unlawful, or unenforceable then that provision will be deemed to be severable from these Terms and Conditions, and the severed part will not affect the validity and enforceability of any remaining provisions.

18.2. Relevant Jurisdiction

18.2.1. These Terms and Conditions are governed by and interpreted in accordance with the law of the State of Western Australia.

18.2.2. Any dispute arising out of these Terms and Conditions will be determined in the jurisdiction of the courts of the State of Western Australia.

18.3. Notices

All notices from the Network Retrainer to RWWA under these Terms and Conditions and/or in relation to the Program and the Network Retrainer's participation therein, must be sent in writing to; offthetrackwa@rwwa.com.au.

18.4. Relationship

These Terms and Conditions do not create any partnership, joint venture, relationship of principal and agent, contract of service or contract for services between the parties.