

Greyhound Owner and Trainer Agreement

This template Agreement has been prepared by Greyhound Racing Victoria (GRV) for use by Owners and Trainers to address common legal matters that arise in relation to the keeping and racing of greyhounds. GRV is not providing legal advice and does not warrant that the template Agreement is free of defects or is fit for any specific purpose.

This document will not suit all arrangements. You should carefully consider your needs, and whether this document is a suitable starting point. You should also carefully consider the notes in this template, and adapt the template as necessary. You may wish to seek advice from a lawyer about whether this template meets your needs, and you may wish to have the document reviewed by a lawyer prior to finalising it. The template is designed to be read in consideration of the Rules of Greyhound Racing and any other relevant legislation or policy issued from time to time, which can be found at <http://www.grv.org.au>.

When you have finished adapting the template, remember to delete notes and check the document numbering and cross-referencing.

1. Contract details

This Agreement is made between:

Owner	Name:
	Phone:
	E-mail:

Trainer	Name:
	Phone:
	E-mail:

Date of Agreement	<i>[insert date that the last person signs the Agreement]</i>
-------------------	---

2. Preliminary

- 2.1 The parties agree to be bound by the Rules, as amended from time to time.
- 2.2 In the event of any inconsistency between this Agreement and the Rules, the Rules will prevail to the extent of the inconsistency.
- 2.3 Where the Owner is also a Syndicate Manager, the Trainer can accept the instructions of the Syndicate Manager as representing all Owners.
- 2.4 Nothing in this Agreement prevents the Owner or Trainer from seeking any available remedy for the recovery of any moneys which may become due under this Agreement or any damages for the breach of this Agreement.

3. The Rights and Obligations of the Trainer

- 3.1 The Trainer agrees to care for, train, house, feed, exercise and arrange appropriate treatment for the Greyhound in accordance with the Rules of Racing and to the standard of a reasonable Trainer in the Australian greyhound racing industry.
- 3.2 The Trainer (or an authorised representative of the Trainer) must:
 - a) care for and train the Greyhound in accordance with the Rules of Racing and to enable it to race to the best of its ability; and
 - b) train the Greyhound with due care, skill, and diligence with reference to best practice in the greyhound racing industry in Australia; and
 - c) report to the Owner about the welfare, progress, and performance of the Greyhound on a regular basis and in the event:

- i. the Greyhound suffers any illness, condition or injury that requires treatment;
- ii. the Greyhound is exhibiting any behavioural traits that are concerning to the Trainer; and
- iii. The Trainer believes the Greyhound requires additional management practices outside of this Agreement (such as a period of spelling).

- 3.3 A report in relation to any of the matters set out in clause 3.2(c) above can be provided:
- a) verbally in person;
 - b) verbally by telephone (including by leaving a voicemail);
 - c) in writing (including by post, email, text message or facsimile).
- 3.4 The Trainer must respond promptly to any notices, reasonable requests for information, or any other information reasonably required by the Owner under this Agreement or in relation to any matters in relation to the Greyhound.
- 3.5 The Trainer must provide an accurate and up-to-date copy of the GRV Treatment Book for the Greyhound within a reasonable time upon request of the Owner.
- 3.6 Subject to clause 3.7 the Trainer can engage a qualified person considered by the Trainer to be appropriate and/or necessary to attend to the Greyhound, including a veterinarian [, *insert any other occupations/services that may be supplied to the greyhound*].
- 3.7 If the cost of any planned treatment for the Greyhound (including veterinary or surgical treatment) is expected to exceed **[\$250]** (including GST), the Trainer must obtain the approval of the Owner before arranging that treatment.
- 3.8 If the Trainer is required to seek Emergency Assistance for any injuries or illness suffered by a Greyhound under this Agreement, the Owner expressly authorises the Trainer to make any decisions regarding the immediate welfare of the Greyhound including but not limited to:
- a) Emergency treatment including pain relief and/or treatment to stabilise the Greyhound; and
 - b) Euthanasia of the Greyhound on emergency medical grounds.
- 3.9 The Trainer may nominate, enter, accept, scratch or withdraw the Greyhound from any race or trial as the Trainer thinks fit, unless:
- a) the Trainer has a separate Agreement in relation to any of those matters to the contrary with the Owner; or
 - b) the amount of a fee associated with the nomination, entrance, acceptance, scratching or withdrawal of the Greyhound exceeds **[\$100]** (including GST), in which case the Trainer must seek prior approval from the Owner in relation to the nomination or payment.
- 3.10 The Trainer must not permit the Greyhound to be used for any purpose other than that of racing and training or trialing and must not race or permit the Greyhound be raced at any unregistered meeting.
- 3.11 The Trainer must not transfer training responsibility for the Greyhound to another Trainer without the prior consent of the Owner.

4. The Obligations of the Owner

- 4.1 The Owner must respond promptly to any notices, reasonable requests for information, or any other information reasonably required by the Trainer under this Agreement or in relation to matters arising under the Rules.
- 4.2 The Owner will pay all veterinary expenses and charges incurred in relation to the Greyhound, subject to clause 3.7.
- 4.3 The Owner gives the Trainer a lien over the Greyhound for payment of the training fees and all other expenses that the Owner is required to pay under this Agreement. This means the Owner may not remove the Greyhound from the Trainer's property while any training fees or other expenses are outstanding, unless directed to do so by the Trainer.
- 4.4 If the Owner fails to pay any invoice within 60 days of the Trainer providing the invoice, the Trainer may, after providing at least 30 days' written notice to the Owner, enforce the lien by selling the Greyhound, and for the purpose of enforcing the lien, the Owner irrevocably appoints the Trainer as the Owner's agent with the express power to sell the Greyhound and to sign all transfers and other documents and do everything necessary to effect and complete the sale and to receive the purchase price and credit it towards the cost of sale and payment of all monies owing, with any surplus to be paid to the Owner.

5. Fees

- 5.1 The Owner will pay the Trainer the sum of \$..... per week as training fees for **each** of the Greyhound(s) specified in Schedule 1. [*delete if not relevant*]

- 5.2 The Trainer will take all steps practicable to invoice the Owner for the training fees and any training disbursements [*at regular intervals / monthly in arrears*], including any GST.
- 5.3 The Trainer can vary the fees by providing the Owner with at least 14 days' written notice of the proposed variation. Unless the Owner objects to the proposed variation within 14 days of receiving that notice or terminates this Agreement, that notice will be effective and bind the parties from the commencement of the following calendar month after the notice is issued.

6. Prizemoney

- 6.1 The Trainer shall receive.....% of the prize money and the Owner shall receive% of the prize money.
- 6.2 The [*Owner / Trainer*] shall receive any other prize or trophy other than prize money.

7. Expenses

- 7.1 Subject to clauses 3.6 to 3.9 (inclusive) the Trainer shall pay the following expenses from time to time:

[*Insert description of the Expenses that the Trainer is required to pay*]

- 7.2 Subject to clauses 3.6 to 3.9 (inclusive) the Owner shall pay the following expenses from time to time:

[*Insert description of the Expenses that the Owner is required to pay*]

8. Insurance

- 8.1 The Trainer must have and maintain appropriate public liability insurance coverage for its operational and business risks with an insurer authorised under the *Insurance Act 1973* (Cth) and provide the Owner with a copy of the insurance cover on request.

9. Termination

- 9.1 Either the Owner or the Trainer may terminate this Agreement:
- a) for any reason upon providing at least 14 days' written notice to the other party; or
 - b) where there has been a breach of the Agreement and:
 - i. one party has provided at least 7 days' notice to the other party specifying the details of the breach; and
 - ii. the party who receives a notice under clause 9.1(b)(i) above fails to remedy the breach within the 7 day period stated in the notice.
- 9.2 At the expiration or earlier Termination of this Agreement the Owner, or a competent person nominated by the Owner, must collect the Greyhound from the Trainer at the address stated in this Agreement or at such other place as may be agreed, free of all expense.

10. Definitions

- 10.1 In this Agreement, unless the context otherwise requires:

Agreement means this Agreement for the provision of greyhound keeping and training in accordance with its terms and conditions and includes any Schedules.

Controlling Body means the approved controlling authority or the legislated body having control of greyhound racing, or an aspect thereof, in Australia or New Zealand.

Emergency Assistance means medical treatment from a veterinarian or other suitably qualified person that is required to immediately relieve pain and/or stabilise the Greyhound as a result of serious injury or illness.

Greyhound means any greyhound detailed in Schedule 1.

Owner means the person identified in the Contract details and registered as an owner under the Rules.

Rules means the Rules of Greyhound Racing issued by Greyhound Racing Victoria, as amended from time to time, incorporating the Greyhounds Australasia Rules (GAR), the Plumpton Coursing Rules and the Betting and Bookmaker Rules.

Syndicate Manager has the same meaning as a Delegated Person under clause 13 of the Rules.

Trainer means the person identified in the Contract details and registered as a trainer under the Rules.

Schedule 1

Greyhound(s)

Name of Greyhound	Microchip number