

## 1. Background

The development of the TRNT Off The Track Educator aims to ensure whole life support is provided to Thoroughbreds. TRNT Off The Track Educator will work in conjunction with TRNT Off The Track to better support Thoroughbred owners (during and after racing) through the provision of support services aimed at improving equine education.

The establishment of the TRNT Off The Track Educator plays an integral role in implementing practical strategies outlined by the International Forum for the Aftercare of Racehorses. Thoroughbred Racing NT has adopted guidelines by IFAR to improve the whole-life welfare support of Thoroughbreds. Through education services TRNT Off The Track hopes to target the transitional strategies of retired Thoroughbreds using high profile community members, in effect increasing the advocacy for Thoroughbreds in the Northern Territory.

## 2. Definitions and Interpretation

**TRNT Off The Track Educator** is a person recognised by TRNT Off The Track for their skills and ability to provide educational services to Thoroughbred owners. Not limited to racing education, re-training services, general coaching and hosting clinics. Additionally, TRNT Off The Track Educator is recognised for their community engagement and ability to advocate for the Thoroughbred.

**Animal Welfare Protection Act 2018** refers to the animal welfare standards developed and enforced by the Northern Territory Government

<https://legislation.nt.gov.au/LegislationPortal/Bills/~/link.aspx? id=C200E817764D463C88DB658BE4A78598& z=z>

**Claim** means any liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses whether arising under the statute at law or in equity.

**Applicant** means a person or entity that submits an application to TRNT OTT to become an Acknowledged Retainer.

**OTT** means TRNT Off The Track program.

**OTT Horse** means an off-the-track Thoroughbred.

**TRNT** means Thoroughbred Racing Northern Territory (ABN 15 688 350 211).

**RSPCA** means the Royal Society for the Prevention of Cruelty of Animals Darwin Branch (ABN 42 603 546 873).

**PRA** means Principal Racing Authority.

TRNT Off The Track Logo means:



### **3. Application Criteria**

TRNT OTT determination as to whether to accept an application as an TRNT Off The Track Educator is a decision made at TRNT's absolute discretion. Without limiting the scope of its discretion, when considering an application made pursuant to clause 4 or 5, TRNT may have regard to criteria including (but not limited to) the following:

- 3.1. Whether the applicant or TRNT Off The Track Educator (as applicable) is of good character and good standing.
- 3.2. Whether the applicant or TRNT Off The Track Educator (as applicable) will pose an unacceptable risk to the integrity of racing; and
- 3.3. Whether the applicant has sound experience re-training and/or educating retired Racehorses and/or;
- 3.4. Whether the application has sound experience training and educating race horses.
- 3.5. Whether the applicant is held in high regard within the NT equestrian community via their regular participation within community events and/or provision of services.
- 3.6. Whether the applicant of TRNT Off The Track Educator (as applicable) is able to satisfy TRNT that they will, and have the capacity to, fully perform the role of an TRNT Off The Track Educator.

### **4. Application Process**

- 4.1. An application to become an TRNT Off The Track Educator must be submitted in full. The application for an TRNT Off The Track Educator can be obtained by contacting [offthetrack@trnt.org.au](mailto:offthetrack@trnt.org.au). The following information must be provided when submitting an application:
  - a) Overview of business structure
  - b) Insurance details
  - c) Supplier details, including veterinary and farrier
  - d) Horse training and rehoming history/experience
  - e) Referees
  - f) Riding and competition experience
  - g) Coaching qualification and equine studies (if applicable)
  - h) Supporting documents
- 4.2. Following submission of the application, the applicant will be contacted within a two-week period. It is at the discretion of TRNT Off The Track to deem the candidate as

either suitable or unsuitable. Should the written application be approved, TRNT Off The Track will progress the application, refer to 4.3.

- 4.3. For applicants residing within the Northern Territory. TRNT will conduct a preliminary assessment of the application submitted, and if it is approved by TRNT to progress, TRNT will notify the applicant to organise an interview and riding assessment. The applicant must consent to this assessment to finalise their application.
- 4.4. Following an interview assessment TRNT Off The Track will notify the applicant of whether they have been approved or refused via telephone and/or the email address provided by the applicant. Should the applicant be approved they will be endorsed as a TRNT Off The Track Educator.

## **5. Registration into the Program**

- 5.1. Provide TRNT with their clothing size for OTT merchandise; and
- 5.2. Provide TRNT with a high-resolution photo and short blurb about their history with horses in particular OTT horses, for social media use.
- 5.3. Provide TRNT with contact information.

## **6. Equine Welfare**

6.1. At all times, TRNT Off The Track Educator must comply with the Animal Protection Act including without limitation by providing to any horses under their care and located on their property the basic needs of horses as described in the Act, summarized as follows:

6.1.1. Ensuring high standards of health maintained at all times for all horses in their care, which includes, as a minimum:

- (a) appropriate accommodation and living conditions
- (b) appropriate and sufficient food and water
- (c) handled in ways that are appropriate
- (d) allowed appropriate exercise
- (e) confined or restrained only in ways that are appropriate
- (f) worked, ridden or otherwise used only in ways that are appropriate
- (g) appropriately treated for disease or an injury, when suffering
- (h) not abandoned

6.2. TRNT Off The Track Educator must notify TRNT within two business day if the TRNT Off The Track Educator has been the subject of an RSPCA concern, visit or investigation relating to any horses in the TRNT Off The Track Educator's care or located on their property.

6.3. TRNT Off The Track Educator must ensure that euthanasia of OTT horses under their ownership is carried out on-site (rather than transporting the horse live to a knackery or abattoir) when euthanasia is deemed the best welfare outcome.

## **7. Record Keeping**

7.1 TRNT Off The Track Educator must support endeavors made by TRNT to improve the traceability of all horses Thoroughbreds retired in the Northern Territory.

7.2 Instances where the TRNT Off The Track Educator has been hired to provide retraining of education services for an Off The Track owner, the following must be record;

7.2.1 Basic contact details of the new owner/s including name, contact number, email address.

7.2.2 Stable address of the Off The Track Thoroughbred.

7.3 Details must be emailed to [offthetrack@trnt.org.au](mailto:offthetrack@trnt.org.au) for the purpose of updating in the Racing Australia database.

## **8. TRNT Off The Track Educator Expectations**

8.1 Actively promotes TRNT Off The Track within the equestrian community i.e. through event attendance or provision of services. This may be achieved through the following:

8.1.1 Wearing and/or using TRNT Off The Track merchandise where appropriate to provide exposure to the program.

8.1.2 Providing positive and useful information about TRNT Off The Track when approached or contacted by a community member.

8.2 TRNT Off The Track Educator will be listed as an endorsed service provider, and will be promoted by TRNT Off The Track using platforms.

8.4 Provision of TRNT Off The Track Educator's contact details to Off the Track owners experiencing difficulties. Contact details will be supplied on a referral basis and will be provided in information packages given to the new owners.

8.5 TRNT Off The Track Educator will be given access to a private Off The Track Facebook group. The TRNT Off The Track Educator is encouraged to answer any questions that Thoroughbred owners may have.

## **9. Insurances and Liability**

9.1 In the event of an accident or death to either the TRNT Off The Track Educator, participator or horse, TRNT Off The Track and Thoroughbred Racing NT do not assume any liability.

9.2 TRNT Off The Track Educator applicants must provide proof of insurance, which will be subject to the approval of their application. It is the responsibility of the TRNT Off The Track Educator to ensure they are correctly ensured when providing services.

**10. Indemnity and Release**

10.1 TRNT Off The Track and Thoroughbred Racing will not be liable for and accepts no liability for any actions, claims, costs or liability in relation to the services provided by an TRNT Off The Track Educator. You expressly release TRNT Off The Track and Thoroughbred Racing NT from any and all claims, demands, actions or otherwise of any nature or kind.

10.2 You indemnify and keep indemnified TRNT Off The Track and Thoroughbred Racing NT against any and all loss, claims, costs, liability, charges, expenses penalties, demands or damages whatsoever which may be brought or made against TRNT Off The Track or Thoroughbred Racing NT arising in relation to the services provided by an TRNT Off The Track Educator under the Program.

**11. Rehoming**

11.1 There is NO expectation that TRNT Off The Track Educator provides rehoming services. However, in instances where TRNT Off The Track Educator has chosen to provide retraining and rehoming services, they must agree to the following;

11.2 When selling OTT horses, TRNT Off The Track Educator 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, and consider the appropriateness of the horse/rider combination. TRNT Off The Track Educator must not sell any OTT Horses via any trade channel, including online sales and auctions, where a buyer cannot be sufficiently assessed for suitability.

11.3 TRNT Off The Track Educator must ensure that all retrained OTT Horses have had their temperament and soundness assessed under saddle (with rider on) before they are advertised/rehomed as a riding prospect.

11.4 TRNT Off The Track Educator must provide support to new owners of retrained OTT Horses. This support must include but is not limited to, offering a returns policy to buyers or providing assistance to rehome OTT Horses where necessary.

**12. Program Benefits**

12.1 Promotion of the TRNT Off The Track Educator services on the TRNT OTT social media channel and inside the Trackside Edition. Promotion via TRNT website.

12.2 Exclusive OTT merchandise.

12.3 Access to OTT Care Packages, including Hygain feed and Supplements for recently retired Thoroughbreds.

**13. Intellectual Property**

13.1 TRNT Off The Track grants each TRNT Off The Track Educator to non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable license to use the TRNT Off The Track Logo solely for the purpose of marketing themselves as an TRNT Off The Track Educator.

**14. Breaches and Termination**

14.1 TRNT may in its absolute discretion, terminate, suspend or impose a condition upon an TRNT Off The Track Educator status as an TRNT Off The Track Educator and/or participation in the Program if the TRNT Off The Track Educator in TRNT's opinion (in its sole discretion):

- (a) Is not of good character or of ground standing;
- (b) Harms the reputation and/or goodwill of, or brings into disrepute, TRNT Off The Track, its related bodies corporate, their respective Representative, and/or the racing industry (TRNT);
- (c) Poses an unacceptable risk to the integrity of racing;
- (d) Engages or has engaged in unlawful or anti-social conduct;
- (e) Has provided false or misleading information to TRNT; and/or
- (f) Breaches any of these Terms and Conditions

13.2 Where TRNT considered or suspects that an TRNT Off The Track Educator is or may be in breach of these Terms and Conditions, TRNT will provide the TRNT Off The Track Educator with written notice to identify the relevant issues or concerns.

13.3 The TRNT Off The Track Educator will then be provided with an opportunity to respond to the matters raised in the notice.

**15. Amendment of Terms and Conditions**

14.1 TRNT may at any time vary these Terms and Conditions by publishing any variations on its website.

14.2 If, following the publication of any such variation, an TRNT Off The Track Educator no longer wishes to be bound by these Terms and Conditions, the applicant may notify TRNT accordingly, and the TRNT Off The Track Educator participation in the program, and status as an TRNT Off The Track Educator, will be terminated immediately.

**16. General**

15.1 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 the remaining provisions.

## 15.2 Relevant Jurisdiction

15.2.1 These Terms and Conditions are governed by and interpreted by and in accordance with the law of the Territory of Northern, Australia.

15.2.2 Any dispute arising out of these Terms and Conditions will be determined in the jurisdiction of the courts of the Territory of Northern, Australia.

## 15.3 Notices

All notices from TRNT Off The Track Educator to TRNT under these Terms and Conditions and/or in relation to the Program and the TRNT Off The Track Educator's participation therein must be sent in writing to [offthetrack@trnt.org.au](mailto:offthetrack@trnt.org.au)

***BY SIGNING THIS HEREUNDER I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND WILL FOLLOW THE CONDITIONS STIPULATED SHOULD I BECOME AN APPROVED TRNT OFF THE TRACK EDUCATOR.***

**Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_