

TERMS AND CONDITIONS OF LICENCE

1. Licence

- 1.1 Subject to these Terms and Conditions of Licence ("**Terms and Conditions**") and the Rules of Racing made by Racing Victoria Limited from time to time ("**Rules of Racing**"), on the grant of a licence under the Terms and Conditions ("**Licence**"), the holder of the Licence ("**Rider's Agent**") is authorised by Racing Victoria Limited ("**Racing Victoria**") under the Licence:
- (a) to carry on the occupation of rider's agent as specified hereunder;
 - (b) to procure riding engagements for persons licensed or approved by Racing Victoria or the Stewards to ride in thoroughbred races conducted under the Rules of Racing ("**Riders**") in respect of whom the Rider's Agent has obtained the permission of Racing Victoria to represent as a rider's agent in accordance with clause 4 of the Terms and Conditions ("**Represented Riders**");
 - (c) to advertise themselves as the Rider's Agent of the Represented Riders;
 - (d) to provide advice and information to a Represented Rider in relation to race tracks, fields, racing conditions and other matters related or incidental to the riding engagements of a Represented Rider; and
 - (e) to provide business, financial and other services to a Represented Rider as may be agreed from time to time by the Rider's Agent and the Represented Rider.
- 1.2 The Licence is not transferable.
- 1.3 The Licence has effect for the relevant racing year from 1 August to 31 July.
- 1.4 Except as permitted by Racing Victoria, the Rider's Agent must not carry on the occupation of rider's agent on behalf of, or in conjunction with, any other person.

2. Application

- 2.1 A person seeking to carry on the occupation of rider's agent may make written application to Racing Victoria for a Licence in the approved form, and provide the information, that is specified by Racing Victoria from time to time.
- 2.2 An application to carry on the occupation of rider's agent may be rejected if it is not in the form, or does not contain the information, as specified by Racing Victoria.
- 2.3 Following the receipt of an application, Racing Victoria may in its absolute discretion:
- (a) defer consideration of the application pending receipt of such further information Racing Victoria may require;
 - (b) reject the application with or without giving any reason therefore; or
 - (c) grant the Licence subject to these Terms and Conditions and such other special conditions as Racing Victoria may specify.

3. Limitations

- 3.1 The Rider's Agent must not at any time either directly or indirectly provide riding or tactical race instructions or directions to a Represented Rider or other Rider in respect of a race in which the Represented Rider or Rider is engaged to ride or is likely to be engaged to ride other than in the circumstances where the Represented Rider or Rider is engaged to ride on a horse owned or part-owned or leased by the Rider's Agent.
- 3.2 The Rider's Agent must not without the express permission of the Stewards communicate or attempt to communicate in any way either directly or indirectly with a Represented Rider during a race meeting where the Represented Rider is in the jockeys' room, scales area, mounting yard or any other restricted area designated or determined by the Stewards from time to time.

4. Represented Rider

- 4.1 The Rider's Agent must only act for and represent Represented Riders as permitted by Racing Victoria.
- 4.2 Racing Victoria may from time to time permit the Rider's Agent to act for and represent Riders provided that the Rider's Agent has first made written application to Racing Victoria:
- (a) in the approved form, and provide the information, that is specified by Racing Victoria from time to time;
 - (b) naming the Riders whom the Rider's Agent wishes to act for and represent; and
 - (c) providing copies of any contract or agreement between:
 - (i) such Riders and the Rider's Agent; and
 - (ii) such Rider's master (in the case of an apprentice) and the Rider's Agent.

4.3 The Rider's Agent must promptly notify Racing Victoria of the termination or variation of any contract or agreement relating to a Represented Rider to which the Rider's Agent is a party.

5. Disclosure of Information

5.1 The Rider's Agent must promptly provide to Racing Victoria or the Stewards all documents and information requested by Racing Victoria or the Stewards relating to:

- (a) any documents or information provided by or on behalf of the Rider's Agent to a Represented Rider;
- (b) any document or information provided by or on behalf of a Represented Rider to the Rider's Agent;
- (c) any document or information provided by or on behalf of any licensed person under the Rules of Racing or other person to the Rider's Agent and/or a Represented Rider; or
- (d) any document or information provided by or on behalf of the Rider's Agent and/or a Represented Rider to any licensed person under the Rules of Racing or other person,

in connection with or arising from any matter, event or activity relating to:

- (e) a riding engagement;
- (f) a race meeting;
- (g) the Terms and Conditions; or
- (h) the Rules of Racing.

5.2 The Rider's Agent must ensure that Represented Riders have provided the Rider's Agent with all necessary consents to permit the lawful disclosure of Represented Riders' personal information by the Rider's Agent to Racing Victoria.

6. Compliance

Without limiting any special conditions and limitations that Racing Victoria may impose upon the Licence, the Rider's Agent must, as a condition of holding the Licence:

- (a) comply at all times with:
 - (i) the Terms and Conditions;
 - (ii) the Rules of Racing; and
 - (iii) all laws, by-laws, regulations, whether applicable generally or in respect of a particular racecourse;
- (b) not represent or engage a Rider for a riding engagement unless the Rider is a Represented Rider; and
- (c) not engage in conduct that, in the opinion of Racing Victoria or the Stewards is detrimental to the best interests of the thoroughbred racing industry.

7. Sanctions

7.1 Racing Victoria may revoke or suspend the Licence forthwith and without notice if the Rider's Agent:

- (a) is guilty of serious or persistent misconduct;
- (b) becomes bankrupt or insolvent or makes a composition or arrangement with his or her creditors or generally takes advantage of any statute for the relief of insolvent debtors;
- (c) is convicted or pleads guilty to any indictable criminal offence punishable by a term of imprisonment;
- (d) commits a breach of these Terms and Conditions or the Rules of Racing;
- (e) brings the thoroughbred racing industry into disrepute; or
- (f) fails to provide Racing Victoria with information sought by Racing Victoria or provides false or misleading information to Racing Victoria.

7.2 In any case where Racing Victoria or the Stewards may revoke or suspend the Licence, in addition to or in lieu of taking such action:

- (a) impose a fine upon the Rider's Agent;
- (b) require the Rider's Agent to take such action as Racing Victoria or the Stewards direct; or
- (c) impose any other sanction, limitation or restriction available to Racing Victoria or the Stewards under the Rules of Racing.

7.3 For the purposes of the Terms and Conditions, the Stewards may exercise the powers granted to them by or pursuant to the Rules of Racing as though the Rules of Racing form part of the Terms and Conditions.