



## CONDITIONAL JOCKEY TRAINING AGREEMENT

*NOTE: From 28 March 2020 the Rules of Racing relating to the Conditional Jockey Training Agreement are changing. The new rules, which directly affect the payment of expenses, insurance premiums and industry training fees as well as the splits of prize money and riding fees due to trainers/7lb conditionals, can be viewed at the end of this agreement. If you enter into a new agreement on the previous terms ahead of the updated rules coming into force, the new rules will still apply to you from 28 March 2020 and no further action will be required.*

**THIS TRAINING AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**BETWEEN** \_\_\_\_\_

of \_\_\_\_\_ ("the Trainer") (1)

**AND** \_\_\_\_\_

of \_\_\_\_\_ ("the Conditional") (2)

**AND** \_\_\_\_\_

of \_\_\_\_\_ ("the Guardian") (3)

### WHEREAS

The Trainer is the holder of a Trainer's Licence issued by the Authority and is permitted by the Authority to take on and train Conditionals.

### DEFINITIONS

- "the Advisory Committee" means a committee comprising a representative of the National Trainers Federation ("NTF"), the Professional Jockeys Association ("PJA") and the British Horseracing Authority ("BHA")
- "the Licensing Committee" means a committee of the BHA appointed from time to time to issue licences under the Rules of Racing
- "the Rules" means the BHA Rules of Racing from time to time in force
- "the Stakeholder" means Weatherbys Bank or such other party as may be appointed under the Rules of Racing
- "this Agreement" means this Agreement and the Schedule (Conditions and Wages) attached to it
- "the 1998 Act" means the Data Protection Act 1998

### AGREEMENT

**IT IS AGREED** between the parties to this Agreement as follows:

1. The Conditional (with the consent of the Guardian if aged under 18) enters into this agreement together with the Trainer, who undertakes to assist him learn the profession/occupation of a Conditional Jockey.
2. The agreement shall last for one calendar year from \_\_\_\_\_ to \_\_\_\_\_ ("the Term"). Any renewal of this Agreement shall be for a maximum of one calendar year.

## **RESPONSIBILITIES AND DUTIES OF THE TRAINER**

3. The Trainer hereby agrees with the Conditional (and Guardian where applicable) as follows in consideration of the Conditional's services:
  - 3.1. The Trainer will during the currency of this Agreement to the best of his knowledge, power and ability educate the Conditional or support his education in the profession/occupation of a jockey, including:
    - 3.1.1. ensuring that the Conditional is given sufficient practical training both on the training grounds and on the racecourse; and
    - 3.1.2. assisting the Conditional in the requirements of the Rules of Racing so far as they would be applicable to him; and
    - 3.1.3. assisting the Conditional in attending jockeys training courses in accordance with Rule (D)5 and (D)10 or other training which is deemed necessary for the professional development of the Conditional; and
    - 3.1.4. liaising with the Jockeys Employment and Training Scheme ("JETS") and in attending training arranged through JETS.
  - 3.2. The Trainer further undertakes to:
    - 3.2.1. make payments to the Conditional in respect of Expenses when race-riding, Insurance and Equipment as set out in Paragraphs 1 to 3 of the Schedule hereto, including when the Conditional takes rides for another Trainer; and
    - 3.2.2. pay the Conditional their normal wage when the Conditional is attending such training courses deemed necessary by the BHA; and
    - 3.2.3. complete all documents in respect of employees as required by HM Revenue and Customs and furnish all relevant forms to the Authority if required to do so and shall furnish such particulars regarding conditions, travelling arrangements, wages, holidays, etc as the Authority may require; and
    - 3.2.4. comply with all relevant statutory obligations of an employer as exist.
  - 3.3. Insofar as the Rules of Racing may from time to time relate to regulate or touch upon the duties and obligations of trainers to conditionals, the Trainer shall at all times ensure compliance therewith.
  - 3.4. The Trainer agrees to act in a reasonable manner where the Conditional is offered the opportunity to ride out or fulfil a race-riding engagement by an individual who is not party to this agreement, when not detrimental to his duties to the Trainer.

## **RESPONSIBILITIES AND DUTIES OF THE CONDITIONAL**

4. The Conditional (and Guardian if aged under 18) jointly and severally agree with the Trainer that the Conditional will:
  - 4.1. Fulfil all lawful and reasonable commands and will not take time off from agreed working hours or annual leave except in the event of sickness or in accordance with the terms of his employment without the Trainer's consent; and
  - 4.2. Obtain the consent of the Trainer, prior to riding horses or riding work for any other person or at any other premises. If the Trainer is unavailable, the Conditional may obtain the permission of the head lad or other person carrying out the Trainer's duties. Such activity should not be detrimental to the Conditional's duties to the Trainer; and
  - 4.3. Not at any time disclose to any person, firm or company any confidential information in relation to the Trainer, the Trainer's business and (if different) the Conditional's employer's business; and
  - 4.4. Comply with the terms in respect of Expenses when race-riding, Insurance and Equipment as set out in Paragraphs 1 to 3 of the Schedule hereto; and

- 4.5. Insofar as the Rules of Racing may from time to time relate to regulate or touch upon the duties and obligations of trainers to conditional and or conditionals to trainers, the Conditional shall at all times ensure compliance therewith.

#### **REGISTRATION**

5. The Trainer further undertakes to obtain on behalf of the Conditional, a licence to ride under the Rules of Racing at the Trainer's own expense provided that should, upon proper application, the Authority refuse to grant such licence the Trainer will be under no further obligation to progress the obtaining of such a licence.

## **OBLIGATIONS OF THE GUARDIAN**

6. The Guardian has entered into this Agreement for the purposes of guaranteeing the performance by the Conditional of his duties until he is aged 18 years and upon the Conditional reaching the age of 18 years the Guardian shall no longer be a party to this Agreement.

## **RIDING FEES**

7. All riding fees while the Conditional is a 7lb claimer which the Conditional earns in Jump races under the Rules of Racing shall be paid by the Stakeholder to the Trainer and the Conditional in equal shares unless otherwise provided by the Rules of Racing. All prize money shall be paid to the Conditional.

## **DISPUTES**

8. Should any dispute arise between the parties to this Agreement out of paragraph's 1 – 7 of this Agreement then it shall be resolved according to the 'Dispute Procedure' detailed in paragraph 5 of the Schedule (it is recommended that individuals contact their representative body (PJA or NTF) for advice and guidance in these instances.
9. If the Conditional wishes to raise a grievance with the Trainer or with the Conditional's employer relating to his employment then the Conditional should raise such grievance in accordance with the National Trainers' Federation/National Association of Stable Staff grievance procedure or such other procedure as the Conditional's employer may have.

## **TERMINATION**

10. The Agreement may be terminated:
  - 10.1. by mutual written consent of the Trainer and the Conditional (with the consent of the Guardian where the Conditional has not attained the age of 18 years); or
  - 10.2. by the Trainer for any reasonable cause which shall include the Conditional's failure to comply with the terms hereof; or
  - 10.3. by the Conditional (with the prior approval of the Guardian where the Conditional is less than 18 years) for any reasonable cause which shall include the Trainer's failure to comply with the terms hereof; or
  - 10.4. should either party be unable to carry out their duties under this Agreement; or
  - 10.5. if the trainer should for any period of time be suspended from holding a trainer's licence or at the option of the Trainer, if the Conditional should be suspended for a period in excess of 42 consecutive days from holding any form of rider's licence under the Rules of Racing; or
  - 10.6. in the event that the Trainer ceases to be the holder of a trainer's licence for any reason; or
  - 10.7. if for reasons of death, illness or infirmity, the Trainer is unable to carry out his duties under this Agreement.
11. In the case of any termination pursuant to paragraph 10.7 of this Agreement, the Conditional shall refer to Rule (D)11.6 of the Rules and the BHA regarding the temporary continuation of his/ her licence in the absence of an Conditional Jockey's Agreement (as defined in the Rules).
12. The agreement will cease automatically should the Conditional's employment contract with the Trainer or (if different) his employer terminate.

## **COMPLETION**

13. During the last two months of the Term the Trainer shall make reasonable efforts to assess whether he can continue to offer training and/or rides to the Conditional following completion of the Term and shall consult with the Conditional on this matter.

## **MISCELLANEOUS**

14. In this Agreement where the context so admits or requires reference to the masculine gender shall include the feminine gender and reference to the singular shall include the plural.
15. For the avoidance of doubt the parties to this Agreement acknowledge that the minimum terms and conditions of employment for stable staff as set out in Schedule (C)1 Rules of Racing apply to the Conditional save that the provisions relating to “payment for time worked away from the yard” shall not apply when the Conditional is race riding and the subsistence allowances payable to stable staff shall not be payable when the Conditional is race riding.

## SIGNATURE OF THE PARTIES AND WITNESSES

**IN WITNESS** whereof the parties hereto have set their hands

**SIGNED** as a deed by the Trainer \_\_\_\_\_

in the presence of:

witness signature \_\_\_\_\_

witness name \_\_\_\_\_

witness address \_\_\_\_\_

**SIGNED** as a deed by the Conditional \_\_\_\_\_

in the presence of:

witness signature \_\_\_\_\_

witness name \_\_\_\_\_

witness address \_\_\_\_\_

**SIGNED** as a deed by the Guardian \_\_\_\_\_

in the presence of:

witness signature \_\_\_\_\_

witness name \_\_\_\_\_

witness address \_\_\_\_\_

## THE SCHEDULE

### CONDITIONS AND WAGES

#### 1. EXPENSES

1.1. Whilst the Conditional has the right to claim a 7lb allowance under Rule (F)141 of the Rules of Racing the Trainer undertakes to pay at least half the Conditional's racing expenses. Racing expenses means those reasonable expenses incurred by the Conditional when travelling for the purposes of riding in Jump races as follows:

1.1.1. mileage allowance in accordance with HMRC Guidelines per authorised mile when the Conditional has used his own car. 50% payable by each party (current guidelines state 45p per mile, so 22.5p payable by each party);

1.1.2. public or private transportation on production of receipts. 50% payable by each party;

1.1.3. Jockeys' Valets. 50% payable by each party (deducted direct via Weatherbys).

1.2. In order to make a claim for expenses, Conditionals must complete and sign a form detailing at least the following information (expense claims approved by the Advisory Committee containing minimum information are available from the PJA, NTF or BHA):

1.2.1. Date;

1.2.2. Expense Detail;

1.2.3. Value;

1.2.4. Mileage (where applicable);

1.2.5. Signature.

- 1.3. Claims for expenses must be verified by a receipt (or invoice and proof of payment), which should be attached to your claim form. If no receipt is available, the Conditional must provide a breakdown of the expense. In the absence of this, the amount may not be approved by the Trainer.
- 1.4. Expense claims should, where possible be submitted to the Trainer monthly. Any expense claim submitted more than 3 months after incurring the expense may result in the claim being refused.
- 1.5. In seeking authorisation, the Conditional undertakes that the claim items were wholly necessary and the expenses were properly incurred. No expense claim will be reimbursed until it has been authorised by the Trainer.
- 1.6. Such properly incurred expenses are to be paid within 21 days of an expenses claim with supporting documentation where appropriate being submitted to the Trainer.
- 1.7. No mileage allowances as set out in parts 1.2.1 and 1.2.2 of this Schedule may be claimed by the Conditional if:
  - 1.7.1. car shares are used and the Conditional is not the individual responsible for the vehicle;
  - 1.7.2. the Conditional is offered alternative and reasonable return transportation to the racecourse, by the Trainer.

## 2. **INSURANCE**

- 2.1. Whilst the Conditional has the right to claim a 7lb allowance under Rule (F)141 of the Rules of Racing the Trainer undertakes to pay 50% of the amount of the premium for private medical insurance for the Conditional after any contribution to the premium cost made by the Injured Jockeys Fund.
- 2.2. If the Conditional leaves the employment of the Trainer or otherwise ceases to be registered on the Stable Employees Register as an employee of the Trainer, the Conditional will be required to repay a proportion of the private medical insurance premium paid by the Trainer on the Conditional's behalf, pursuant to Paragraph 1 of 'The Schedule' (part d.) of this Agreement. The amount to be repaid will be calculated on a declining monthly scale from 90% of the premium paid by the Trainer during the first month, decreasing by 10% of the costs per month thereafter. From the 9<sup>th</sup> month onwards the amount to be repaid will be 10%.
- 2.3. The Conditional agrees that the above sum due to the Trainer may be deducted by the Trainer or employer (if different) from any monies (including final wages and riding fees) due to the Conditional at termination. Alternatively it may be recovered through the civil courts as a debt.

## 3. **EQUIPMENT**

- 3.1. The Trainer undertakes to provide the Conditional with such equipment as deemed necessary by the Conditional acting reasonably to carry out his duties as a conditional jockey which for the avoidance of doubt must include:
  - 3.1.1. skullcap (to conform with Rules (D)36, (C)25 and Schedule (D)2);
  - 3.1.2. body protector (to conform with Rule (C)25 and Schedule (D)2);
  - 3.1.3. goggles;
  - 3.1.4. breeches;
  - 3.1.5. whip (to conform with Schedule (D)2).
- 3.2. The equipment detailed in points 3.1.1 – 3.1.5 will be replaced by the Trainer at the Trainer's expense as and when required provided that the Trainer will not replace lost equipment or damaged equipment where such damage has been caused by wilful act or negligence of the employee, save where such equipment is deemed 'Personal Protective Equipment' (3.1.1, 3.1.2 & 3.1.3).
- 3.3. If the Conditional does not have a saddle or boots the Trainer should, where practicable assist the Conditional in their purchase or have such items available for temporary loan. For the avoidance of doubt, where the Trainer is assisting in the purchase of saddle or boots on the basis that the Conditional

will repay the costs of such items, the Conditional hereby gives authority to the Trainer to make reasonable deductions from his wages for repayment and for the Trainer to deduct the balance of any monies properly owed by the Conditional for the purchase of the saddle or boots from final wages due should the Conditional's employment terminate before payment has been completed.

- 3.4. The Trainer and the Conditional are advised to agree in writing the value of the items of purchased and the rate of deductions to be made from wage.

#### **4. PERSONAL ASSESSMENT REPORTS**

- 4.1. The Trainer and the Conditional will review the Conditional's performance on a six monthly basis to include:

- 4.1.1. aptitude and ability;
- 4.1.2. discipline;
- 4.1.3. progress;

- 4.2. Following the review the Trainer will prepare a personal assessment report and provide a copy to the Conditional.

#### **5. DISPUTE PROCEDURE**

- 5.1. This Dispute Procedure is to be used where the Conditional wishes to raise a dispute with the Trainer on a matter or matters arising out of paragraphs 1 – 7 of the Training Agreement.

- 5.2. It will usually be better for those involved if disputes can be resolved informally and where the Conditional has a dispute, he or she will, in the first instance, discuss the matter with the Trainer or such appointed representative as the Trainer may appoint.

- 5.3. If the matter cannot be resolved informally then the Conditionals should raise a formal dispute.

- 5.4. At each stage of the procedure the Conditional may be accompanied by a fellow worker or trade union representative who may address the meeting on behalf of the Conditional but may not answer questions for the Conditional.

- 5.5. The Trainer will keep records of any action taken under this dispute procedure.

- 5.6. To raise a formal dispute, the Conditional will as the first stage write to the Trainer with an explanation of the basis for the grievance.

- 5.7. The Trainer will then invite the Conditional to a meeting to consider the matter such invitation to be by letter. The meeting will normally be held within 5 days of the formal dispute being raised. The Trainer must advise the Conditional in the letter of his or her right to be accompanied at the meeting. After the meeting, the Trainer must inform the Conditional of the decision without unreasonable delay and also of the right to appeal.

- 5.8. The Conditional must take all reasonable steps to attend the meeting.

- 5.9. If the Conditional's chosen companion is unavailable at the time appointed for the meeting but the Conditional proposes a reasonable alternative time in the next five working days, the meeting must be postponed to that time. If the Conditional is unable to propose an alternative time within the next five days, then the meeting may go ahead if reasonable to do so without the chosen companion.

- 5.10. If the Conditional wishes to appeal he or she must write to the Trainer without unreasonable delay setting out the grounds for the dissatisfaction of the decision. The Trainer will then invite the Conditional to a further meeting. This meeting must be held without unreasonable delay and will normally be held within 5 working days of the request being made. The Conditional may be accompanied at the meeting. The decision at the appeal is the final stage of the internal procedure and the statutory procedure and will normally be given in writing within 5 working days of the meeting. The external procedure set out below may then be invoked.

5.11. Failing settlement, the matter may be referred in writing, on behalf of either the Trainer or the Conditional directly concerned to the Advisory Committee c/o The British Horseracing Authority, Licensing Team, 75 High Holborn, London, WC1V 6LS (Telephone 020 7152 0100). The Advisory Committee will ask both parties to any such matter to make representation either written or in person as the Advisory Committee considers appropriate to enable it to consider and decide upon the matter. Following the decision of the Advisory Committee there will be no further right of appeal under this dispute procedure.

5.12. If either party does not comply with a decision of the Advisory Committee then upon written complaint from that party to the Advisory Committee a report will be sent by the Advisory Committee to the Licensing Committee of the British Horseracing Authority.

## 6. DATA PROTECTION

6.1. Where required by the 1998 Act, the Trainer will be notified to the Information Commissioner. The Trainer shall process the Conditional's personal data (as that phrase is defined in the 1998 Act), including the personal assessment report, in accordance with the provisions of the 1998 Act and to the extent required for the Trainer to perform this Agreement. The Conditional acknowledges that the Trainer may disclose the personal assessment report to the British Horseracing Authority, to be processed by the British Horseracing Authority in accordance with the Data Protection statement set out on the Conditional's application form for a conditional jockey's licence.

Form amended December 2019.

## **Updated rules to be introduced 28<sup>th</sup> March 2020**

### **RIDING FEES AND PRIZE MONEY GENERAL**

1. *A Jockey is not entitled to any riding fee, and the Owner is not liable for any riding fee, in respect of a Race where the Jockey is found in breach of:*
  - 1.1. *Rule (F)34 (Dangerous Riding); or*
  - 1.2. *Rule (G)11 (failure to present themselves to be weighed in).*
2. *A riding fee becomes payable:*
  - 2.1. *once the signal to mount is given, or*
  - 2.2. *if permission has been given for a horse to proceed to the start early, once the Jockey has mounted.*
3. *Where a riding fee is payable, the Owner of the horse must pay an additional sum of 13% of the riding fee to the Trustees of the Professional Riders Insurance Scheme for application under the trusts of the Scheme.*
4. *An additional fee shall be payable where the Jockey has been substituted following weighing out.*
5. *If VAT is payable, it must be paid in addition to the fee unless the Jockey is an Apprentice Jockey or Conditional Jockey (in which case the fee paid shall be inclusive of VAT where applicable).*

### **FLAT RACES**

6. *The riding fee payable to a Professional Jockey for a Flat Race is £127.14.*
7. *In respect of an Apprentice Jockey, any riding fee, payable under this Fee Code, and any Prize Money, payable to the Jockey under the Stakes & Prize Money Code, shall be split by the Apprentice Jockey and their employer as follows:*

*For the avoidance of doubt, the Apprentice Jockey shall not be entitled to claim any expenses or contributions to any insurance premiums under the Apprentice Jockey's Agreement with the Trainer.*

<i>Riding Fees</i>		
<i>Claim</i>	<i>Apprentice Jockey %</i>	<i>Trainer %</i>
<i>7lbs</i>	<i>80</i>	<i>20</i>
<i>5lbs</i>	<i>80</i>	<i>20</i>
<i>3lbs/no claim</i>	<i>80</i>	<i>20</i>

<i>Prize Money</i>		
<i>Claim</i>	<i>Apprentice Jockey %</i>	<i>Trainer %</i>
<i>7lbs</i>	<i>80</i>	<i>20</i>
<i>5lbs</i>	<i>80</i>	<i>20</i>
<i>3lbs/no claim</i>	<i>90</i>	<i>10</i>

8. *Where a riding fee is payable to an Apprentice Jockey, the Apprentice Jockey must pay an additional sum of 10% of the fee to the BHA for the purposes of industry training.*

**JUMP RACES**

9. *The riding fee payable to a Professional Jockey for a Jump Race is £173.59.*
10. *In respect of a Conditional Jockey, any riding fees, payable under the Fee Code, and any Prize Money, payable to the Jockey under the Stakes & Prize Money Code, shall be retained by the Conditional Jockey.*

*For the avoidance of doubt, the Conditional Jockey shall not be entitled to claim any expenses or contributions to any insurance premiums under the Conditional Jockey's Agreement with the Trainer.*

11. *Where a riding fee is payable to a Conditional Jockey, the Conditional Jockey must pay an additional sum of 7.5% of the fee to the BHA for the purposes of industry training.*