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## APPLICATION FOR APPRENTICE JOCKEY TO BE PLACED ON LOAN

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**Current Trainer (employer (Loaning Trainer)) to complete this section**

I, Trainer .....

Being the Master of Apprentice .....

hereby give my permission for the said Apprentice to transfer on loan to Trainer

..... of .....

for a period of ..... months, as from.....

Signed ..... Date .....  
(Master of Apprentice)

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### **Obligations and Entitlements**

- 1) A loan may not be for a period of more than three months unless otherwise agreed by Racing NSW.
- 2) Prior to commencement of the period of loan, the Loaning Trainer must provide a copy of the Deed of Apprenticeship between the Apprentice and the Loaning Trainer (**Deed**) to the Borrowing Trainer.
- 3) During the period of loan, the Borrowing Trainer must himself/herself comply with the obligations and acknowledgements of the Employing Trainer in clauses 4 and 12 of the Deed and must pay the Apprentice's wages and any overtime and allowances for the period of loan in accordance with the Minimum Apprentice Benefits.
- 4) Notwithstanding the loan, the Employing Trainer (Loaning Trainer) remains subject to his or her obligations under the Deed and otherwise as the employer of the Apprentice; remains entitled to the Apprentice's riding fees and percentage of prize money; and is required to pay superannuation contributions and any paid leave to the Apprentice in accordance with the National Employment Standards.
- 5) If during the period of loan the Borrowing Trainer is disqualified, and such disqualification is adopted by the Board of a Principal Authority, the Apprentice is to return to the training of the Employing Trainer.

### **APPROPRIATE WORKPLACE BEHAVIOUR**

- (a) The Employing Loan Trainer and Apprentice have obligations under the *Crimes Act 1900* (NSW), the *Work Health and Safety Act 2011* (NSW), federal anti-discrimination legislation (*Sex Discrimination Act 1984*, the *Age Discrimination Act 2004*, the *Disability Discrimination Act 1992* and the *Racial Discrimination Act 1975*) and the *Anti-Discrimination Act 1977*(NSW).
- (b) The Apprentice may raise a grievance regarding unlawful discrimination, harassment or bullying with the Employing Loan Trainer, provided that if the grievance is about the Employing Loan Trainer, the Apprentice may raise the grievance with Racing NSW.
- (c) The Employing Loan Trainer and Apprentice acknowledge and agree that:
  - (i) The Apprentice has the right to a safe physical and emotional environment.
  - (ii) The Employing Loan Trainer and the Apprentice must maintain a professional relationship and must not commence an intimate personal relationship with each other or engage in intimate personal conduct after the commencement of the Apprenticeship.
  - (iii) An intimate personal relationship or intimate personal conduct may include a romantic or sexual relationship; using sexual innuendo or inappropriate language with each other; engaging in oral or written communications with each other of an intimately personal nature; giving gifts to each other of an intimately personal nature.

(iv) To engage in any of the activities in (iii) above raises serious questions of conflict of interests, trust, confidence, dependency and of equality of treatment. Any such relationship may also have a negative impact on the Apprentice's training.

(v) If an intimate personal relationship already exists prior to the commencement of the Apprenticeship, the Employing Loan Trainer and the Apprentice must notify Racing NSW at least 28 days in advance of the commencement of the Apprenticeship and co-operate with any measures required by Racing NSW to ensure that all legal obligations are being met.

(vi) The Employing Loan Trainer must not travel in a car or other vehicle with an Apprentice who is under the age of 18 years without their parent or guardian's consent.

(d) If it is alleged by any person, whether a party hereto or not, that the Apprentice or the Employing Loan Trainer has breached any part of this clause 12, Racing NSW may investigate the matters and an inquiry may be held by Racing NSW, and a recommendation made as the merits of the case require, and the parties shall be bound by Racing NSW's decision in like manner as if it were an order of a Court of competent jurisdiction.

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***Apprentice to complete (plus parent/guardian if under 18 years)***

I hereby agree to be placed on loan to Trainer .....  
of ..... for a period of ..... months  
as from.....

Signed .....  
(Apprentice) (Consenting Parent/Guardian) (Witness)

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***Borrowing Trainer accepting Apprentice on loan to complete this section***

I hereby agree to accept the above conditions and named Apprentice on loan for a period of  
..... month/s, as from .....

Signed ..... Date .....

Address .....

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