



5th Floor, Newton Tower, Sir William Newton Street,
 Port Louis, Mauritius
 Telephone No. (230) 260 2000
 Email: info@hrd.intnet.mu

APPLICATION OF TRAINING PARTNERSHIP

A LICENCE TO TRAIN IN PARTNERSHIP SHALL ONLY BE ISSUED IN ACCORDANCE WITH THE CRITERIA SPECIFIED WITHIN THIS APPLICATION.

APPLICANTS MUST FULLY COMPLETE THIS APPLICATION FORM AND PROVIDE ALL REQUESTED DETAILS IN ORDER TO BE CONSIDERED FOR REGISTRATION AS A PARTNERSHIP.

PLEASE NOTE:

1. An application from more than two persons for a licence to train in partnership shall not be considered.
2. A licence to train in partnership shall only be issued in accordance with the criteria specified within this application and the rules of racing.
3. Applicants must fully complete the application and provide all requested details in order to be considered for registration as a partnership.
4. One of the trainers must be a holder of a trainer's licence at the time of the application or the other an assistant trainer.
5. A VAT Declaration Form must be completed and returned with this application.

THESE DETAILS MUST BE COMPLETED BY APPLICANT 1.			
Mr/Mrs/Ms/Miss Surname: _____		Given Names: _____	
Date of Birth (Day) _____		(Month) _____	(Year) _____
Current Residential Address: _____			
<i>Street/Lot No.</i>		<i>Street Name</i>	<i>Location</i>
Current Postal Address: _____			
<i>(If different to residential)</i>		<i>Location</i>	<i>Post Code</i>
Current Phone Numbers	Home	Business	Mobile
Current Email address		PML No.	

THESE DETAILS MUST BE COMPLETED BY APPLICANT 2.			
Mr/Mrs/Ms/Miss Surname: _____		Given Names: _____	
Date of Birth (Day) _____		(Month) _____	(Year) _____
Current Residential Address: _____			
<i>Street/Lot No.</i>		<i>Street Name</i>	<i>Location</i>
Current Postal Address: _____			
<i>(If different to residential)</i>		<i>Location</i>	<i>Post Code</i>
Current Phone Numbers	Home	Business	Mobile
Current Email address		PML No.	



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STABLE DETAILS

Current Stable address			
List Track/Training Centre/s used	1.	2.	3.

How many horses do you intend to have in work at the commencement of the Training partnership?	
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Does either trainer hold a licence in another racing jurisdiction? If yes please provide details.	
Trainer 1	Trainer 2

Staff Names – category of licence	

Is training partnership registered for work cover insurance? If yes provide details.
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APPLICANTS' DECLARATION

The above-mentioned Applicants do solemnly and sincerely declare that the information tendered in this application is correct and that we have read all the conditions appearing in this application and acknowledge and agree to abide by all such conditions. I also hereby authorize the Horse Racing Division to check any details of information given in this statement, including but not limited to, criminal convictions, financial commitments etc. as the Authority in its absolute discretion deems necessary.

SIGNATURE APPLICANT 1: _____ DATE: _____

SIGNATURE APPLICANT 2: _____ DATE: _____

CONDITIONS OF LICENCE

65. A person shall be entitled to train in partnership in a training partnership on condition that: -

- a) the training partnership shall not consist of more than two partners at any one time;
- b) the name of the training partnership shall consist of the name of each of the two partners;
- c) a limited partnership is the vehicle which may house a training partnership under strict conditions;
- d) the limited partnership should not hold any global business licence and its registered office and principal place of business should be in Mauritius;
- e) the terms of the training partnership, and any amendment thereof, shall be in writing and shall be registered with the Horse Racing Division;
- f) the HRD shall in its discretion be entitled to refuse to register any partnership if in its opinion the granting of such licence will, or is likely to be or may be prejudicial to racing;
- g) upon the granting of a training partnership license, any training privileges that either applicant holds individually will lapse.
- h) a person licensed to train as a member of a training partnership cannot simultaneously train as an individual or in another training partnership, whether in Mauritius or elsewhere.
- i) a minimum of fifteen and a maximum of fifty thoroughbred horses are kept in training under the care of the training partnership throughout the season.
- j) a trainer must inform the Stipendiary Stewards in writing before withdrawing from or dissolving a training partnership.
- k) when the Stewards receive notice from a trainer under sub-rule (j), they may order that horses trained by the training partnership cannot race, or participate in an official trial until they are satisfied that the horses are being trained in accordance with the Rules.
- l) the rules applicable to a trainer shall be applicable to each partner of the training partnership and also, where applicable *mutatis mutandis*, to the training partnership in particular each partner of the training partnership shall be jointly and severally liable with the other for the professional conduct of such partner, or for any breaches of the rules and constitution. A partner shall not be entitled to raise as a defence that he had no knowledge of the conduct of the other partner giving rise to a breach of any of the rules or directions.

In making application for registration as a Partnership with HRD, I agree to abide by all rules and directions governing partnerships and further acknowledge that any registration issued to me is subject to the following conditions.

1. That the HRD application to Train in a Partnership has been fully completed to the satisfaction of the Horse Racing Committee.
2. The business of training partnership is registered for Work Cover Insurance where applicable.
3. That upon being granted permission to train in partnership;
 - a) I cannot train any horses as an individual or in any other training partnership.
 - b) I share all responsibilities, duties and obligations under the Rules of Racing & Directions of HRD in regard to the training of horses.
 - c) That all stakes payments or invoices incurred by the training partnership shall be made direct to the name of the partnership and the bank specified within this applications as the case maybe.



4. That HRD may, at any time in its absolute discretion
 - a) Revoke permission to train in partnership, including without limitation where one or both applicants cease to meet the requirements to be granted permission to train in partnership, or where one or both of the training partners has been suspended or disqualified.
 - b) Vary or amend any of the terms or conditions of any permission to training partnership.
5. That it is precondition to the granting of permission to train in partnership that;
 - a) Neither applicant holds a licence or permit to train in another racing jurisdiction, other than a licence or permit to train in partnership with one another.
 - b) The Stewards are satisfied as to the bona fides of training partnership;
 - c) A minimum of 15 horses and a maximum of 50 horses shall be trained in the partnership at any one time.
6. Where there has been breach of the Rules by one or both of the trainers training in partnership, then both trainers shall be deemed jointly severally responsible and may be charged and punished accordingly.
7. Where a penalty has been imposed by another Controlling Body upon one or both of the trainers in a training partnership, then both trainers shall be deemed jointly and severally responsible for the purposes of adoption or recognition of that punishment in accordance with these Rules.
8. Condition (6) and (7) does not apply where the relevant breach or punishment imposed; does not relate directly to the training of racehorses.
9. That upon either party providing written notice of withdrawal from the partnership, the partnership shall immediately cease to be recognised and shall be deemed to be cancelled and unable to operate from that time forward under the provisions of the partnership. In this circumstance, the withdrawal from the partnership by either one of the partners will immediately require that no horses be permitted to race in the name of the partnership.
10. Both trainers named within currently hold the required category of licence as specified within to be eligible to make this application.
11. Both trainers agree to be bound by the HRD Rule 65 (Training Partnership) and all Rules of Racing and Directions of the HRD.

APPLICANTS DECLARATION

We the under signed solemnly and sincerely declare that, I further confirm that I have read and accept the HRD Privacy Statement.

Signature Trainer 1		Date	
Signature Trainer 2		Date	



REQUIREMENT FOR LEGAL ADVICE (OPTIONAL)

Prior to be granted permission to train in partnership, both training partners are required to receive legal advice as to the effect of the conditions of registration, particularly in regard to punishment under the Rules of Racing in general, the following point should be noted:

1. Both trainers in a partnership are equally responsible for the training of all race horses trained in the partnership.
2. Where a breach of Rules has been committed by one trainer and not the other (for example accidental or negligent administration by one trainer of a prohibited substance) both trainers are automatically deemed responsible and may be punished as though they had both committed the breach
3. When a breach of Rules has occurred in another Racing Jurisdiction, then both trainers are also automatically deemed responsible for the purpose of adoption of the penalty in Mauritius
4. The only circumstance when both trainers are not automatically responsible for a breach of the Rules is where the breach of the Rules doesn't relate to training of race horses.

The above points are general, plain English statements about the conditions of licence and are not intended to replace your own legal advice. The application will not be considered where the declarations below have not been signed by both trainers as well as their legal advisor (s).

DECLARATION OF TRAINERS (OPTIONAL)

For the purpose of my application to train in partnership, I acknowledge the general effect of the conditions of the licence with regard to punishment under the Rules of Racing. I have received legal advice in relation to this matter from the lawyer named below and have had an effect of the conditions explained to me by that lawyer.

Applicant 1	Sign	Print Name	Date
Applicant 2	Sign	Print Name	Date

DECLARATION OF LAWYER(S)

Name of trainer advised	Print Name	Date
Name of trainer advised	Print Name	Date

I am a Law Practitioner in Mauritius within the meaning of the Law Practitioners Act.
 I have advised the above-named trainer (s) in relation to the effect with the conditions of licence in regards to punishment under the Rules of Racing.

Sign	Print Name	Date
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**VAT DECLARATION
(Must be completed)**

Full Name:

Section A:

Are you a resident of Mauritius for income taxation purposes? Yes [Go to section B] No [Go to section D]

If you have answered No, then we are obligated to withhold amounts under the Foreign Resident Withholding provisions.

Section B:

Is the horse racing activity conducted as a private recreational pursuit or hobby?

Yes [Go to section D] No [Go to section C]

If you have answered Yes, an ABN cannot be provided and you must declare yourself as a Hobbyist.

Section C:

Where the participant is VAT registered the following agreement is given:

AGREEMENT FOR THE ISSUE OF RECIPIENT CREATED TAX INVOICES BETWEEN THE HORSE RACING DIVISION AND THE SIGNATORY

Terms and Conditions

The Supplier and Recipient agree that:

1. The Recipient may issue tax invoices in respect of supplies made by the Supplier;
2. The Supplier may not issue tax invoices in respect of supplies made by the Supplier;
3. The Supplier acknowledges that it is registered for VAT when it enters into this Agreement and it will notify the Recipient if it ceases to be registered; and
4. The Recipient acknowledges that it is registered for VAT when it enters into this Agreement and it will notify the Supplier if it ceases to be registered; and

When you sign this VAT Declaration, you are taken to have read this Agreement and agreed to the terms and conditions outlined above.

ABN – related to the horse industry (Applicable for Businesses)										
ABN No:										
Start Date			/	/	VAT Reg. <input type="checkbox"/> Yes <input type="checkbox"/> No					

*Should your **Hobby/ABN and/or VAT Registration** status change at any time, you must notify us of your new status immediately to enable us to make the correct payments. Should you require clarification on these entity types or taxation rulings, please refer to the MRA website.*



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Section D: (must be completed by all)

MAURITIUS Bank Account Details

Account Name:
Name of Bank: Branch:
Account Number:

Signature: _____

Date: _____ / _____ / _____