



QUEENSLAND RACING
INTEGRITY COMMISSION

Private Training Facility Permission Deed

The Queensland Racing Integrity Commission
QRIC

The entity (or person) whose details are set out in the Schedule
PTFP Holder

V1.00 | Reference number **2823**

Refer to the Commission's privacy policy on our website.

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Private Training Facility Permission Deed

Parties **The Queensland Racing Integrity Commission** of 60 Kingsford Smith Drive, Albion ” in the State of Queensland 4010 (**ABN: 64 838 583 571**) (**QRIC**)

The entity (or person) whose details are set out in Item 1 of the Schedule

Background

1. The Queensland Racing Integrity Commission and the Greyhound Racing Industry have determined that the industry will benefit from appropriate licensees who own properties with a training track being permitted to enter into private arrangements allowing other licensees to use that track for training purposes free of cost, subject to the terms of this Deed, such licensees being defined as PTFP Holders.
2. Those tracks will be known as Private Training Facilities (**PTFs**), and may be contrasted with more commercialised Registered Training Tracks operated by Training Track Operators for cost under the Rules of Racing, including as regulated by Greyhounds Local Rules of Racing (Greyhound Racing) (Qld) LR52.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

GAR means Greyhound Australasia Rules.

Insurances mean those insurance policies specified at clause 8(a).

Local Rules means Local Rules of Racing (Greyhound Racing) (Qld).

Private Training Facility Permission means the permission granted by the Commission to the PTFP Holder (being the owner/operator of the Specified PTF) allowing a PTF User to use the Specified PTF for the Training Purposes.

PTF Arrangements means the private arrangements entered into between the PTFP Holder and the PTF User for the Training Purposes at the Specified PTF.

PTFP means Private Training Facility Permission.

PTF User means those third party licensees who enter into PTF Arrangements with the PTFP Holder.

Rules of Racing means those industry rules promulgated under s.91 of the Racing Act 2002, the Racing Integrity Act 2016 including but not limited to the GAR and Local Rules.

Specified PTF means the training facilities identified in Item 2 of the Schedule.

Training Purposes means any purpose associated with testing or training Greyhounds.



1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee and further includes any person claiming on behalf of or under or through a party to this deed;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to this deed;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation; and
- (k) a reference to **\$** or **dollar** is to Australian currency.

2. PTFP terms and conditions

2.1 Obligations and Warranties of PTFP Holder

The PTFP Holder warrants, acknowledges and/or agrees:

- (a) The Commission is not a party to the PTF Arrangements entered into between the PTF User and the PTFP Holder.
- (b) The Commission does not warrant the suitability, safety, resources or otherwise of the Specified PTF, or the skills, capabilities, knowledge or otherwise of the PTFP Holder.
- (c) The granting of PTFP to the PTFP Holder is not express or tacit approval or acknowledgement by The Commission as to the suitability, safety, resources or



otherwise of the Specified PTF, or the skills, capabilities, knowledge or otherwise of the PTFP Holder.

- (d) All PTF Arrangements, including but not limited to any training, trialling, accommodation, kennelling, veterinary or other care are undertaken strictly at the risk of the PTF User and PTFP Holder. Any disputes arising from same are matters strictly as between the PTF User and PTFP Holder only.
- (e) the PTF Arrangements may involve risk of injury (including of a serious nature) or death to self or the PTF User's Greyhounds, including economic losses which may result not only from the PTFP Holder's or PTF User's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others (including but not limited to the PTF User), the condition of the Specified PTF facilities, equipment, or areas where the PTF Arrangements or activities are conducted.
- (f) the PTFP Holder assumes any and all risks of personal injuries and/or injuries to property and/or loss, including, but not limited to, medical, hospital, permanent or partial disability, death, and damage to property, caused by or arising from the PTF Arrangements.
- (g) the PTF Arrangements must be undertaken:
 - (i) free of charge to all PTF Users at all times;
 - (ii) in a manner fully compliant with all applicable legislation, Rules of Racing and all QRIC policies and procedures, including but not limited to those relating to training practices and animal welfare.
- (h) The PTFP Holder will procure from all PTF Users and participants of the Specified PTF (and provide to The Commission), prior to all PTF Users' use of the Specified PTF, the PTF Usage Deed published by The Commission on its website ;
- (i) The PTFP Holder will keep and maintain a register/logbook record of all activities undertaken at the Specified PTF (including but not limited to track and training activities) which represents a true and ongoing record of activities including:
 - (i) Date of activity;
 - (ii) Time of entry of all PTF Users at the Specified PTF;
 - (iii) Identity of all PTF Users;
 - (iv) Identity of the PTF Users' Greyhounds undertaking Training Purposes at the Specified PTF;
 - (v) Time of exit of the PTF Users from the Specified PTF; and
 - (vi) Any incidents occurring at the Specified PTF.
- (j) the PTF Arrangements do not in any way fetter The Commission's discretion to terminate for convenience and without cause upon written notice the PTFP Holder the PTFP (with the effect that the PTF Arrangements must immediately be ceased).
- (k) should The Commission terminate the PTFP, The Commission will not in any case be liable to the PTFP Holder for any loss or damage suffered or incurred by the PTFP Holder in connection with such termination (including but not limited to compensation for any indirect or consequential loss of any kind).



- (l) unless otherwise authorised by The Commission in writing, no greater than three (3) separate PTF Users are permitted to use the Specified PTF for Training Purposes. For the avoidance of doubt, this requirement is not to be read down as three (3) separate PTF Users at the same time, but rather three (3) separate PTF Users in total for the Specified PTF.

2.2 Discretion not fettered

- (a) The PTFP Holder acknowledges and accepts that whilst the entering into of this Deed is a condition precedent to The Commission granting PTFP approval to the PTFP Holder, the entering into of this Deed does not guarantee that The Commission shall grant PTFP approval to the PTFP Holder, or otherwise fetter the discretion of The Commission in any way.
- (b) The Commission may grant and terminate PTFP approval in its absolute discretion.

2.3 Deed to be read consistent with the operation of the GAR and Local Rules

- (a) The terms of this deed are to be read subject to the overarching application of the Racing Act 2002, the Rules of Racing, the GAR and Local Rules, and any applicable policies, procedures and standards of The Commission.
- (b) Nothing in this deed is to be construed such as to oust the application of the GAR and Local Rules.

2.4 Records to be provided to QRIC at request

The PTFP Holder is to provide to The Commission upon request any document requested relating to the matters the subject of the Deed, including but not limited to the register/logbook specified in clause 2.3(i).

3. Nature of relationship

The PTFP Holder warrants, acknowledges and agrees:

- (a) the relationship between it and The Commission is strictly limited to that expressed by this Deed.
The relationship is not one of principal and independent contractor, employer and employee, principal and agent or partnership.
- (b) no contractual relations or employment relationship will arise between The Commission and any workers the PTFP Holder may employ as part of the PTF Arrangements.
- (c) it will not hold itself out as representing The Commission.
- (d) it does not have the right or authority to act on The Commissions behalf, bind The Commission or speak on The Commissions behalf.
- (e) not to represent that it has any authority to expressly or impliedly bind or attempt or purport to bind The Commission to any contract or commitment.



4. Termination of PTFP

4.1 Termination

- (a) Notwithstanding any provision of this Deed, The Commission may terminate the PTFP for convenience, without cause, upon written notice to the PTFP Holder effective the date specified in the notice (with the effect that the PTF Arrangements must immediately be ceased).
- (b) Upon termination of the PTFP and PTF Arrangements, The Commission will not in any case be liable to the PTFP Holder for any loss or damage suffered or incurred by the PTFP Holder in connection with such termination (including but not limited to compensation for any indirect or consequential loss of any kind).

5. Release and indemnification

5.1 Release

The PTFP Holder releases and absolutely discharges The Commission from all actions, suits, claims, demands, causes of action, costs and expenses (including any costs orders), whether legal, equitable, under statute or otherwise (including but not limited to any kind of indirect or consequential loss or damage, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of contracts, loss of goodwill, loss arising from business interruption or liability), and all other liabilities of any nature (whether or not the parties were or could have been aware of them) which the PTFP Holder:

- (a) now has;
- (b) at any time had;
- (c) may have; or
- (d) but for this Deed, could or might have had,

against The Commission in respect of the PTF Arrangements or Training Purposes or any of the circumstances recited in this deed, or anything in any way related to them.

5.2 Indemnity

- (a) The PTFP Holder indemnifies The Commission in respect of all actions, suits, claims, demands, causes of action, costs and expenses (including any costs orders), whether legal, equitable, under statute or otherwise (including but not limited to indirect or consequential loss or damage, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of contracts, loss of goodwill, loss arising from business interruption or liability), and all other liabilities of any nature (whether or not the parties were or could have been aware of them) which now exist or may at any time in the future exist against The Commission arising from, relating or incidental to the PTF Arrangements, Training Purposes, the circumstances recited in this deed, or anything in any way related to them.
- (b) The indemnity is a continuing obligation, separate and independent from the other obligations of the PTFP Holder.
- (c) It is not necessary for The Commission to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.



- (d) The PTFP Holder will pay on demand (as a debt due and payable) money due to QRIC under an indemnity provided by this deed.

6. Binding effect of this deed

This deed binds the parties and any executor, administrator, transferee, assignee, successor, liquidator or trustee in bankruptcy appointed in respect of it.

7. Bar to further proceedings

This deed may be pleaded as a full and complete defence by The Commission to any action, suit, or proceedings commenced, continued or taken by the PTFP Holder in relation to any matters the subject of or associated with matters the subject of this Deed, including but not limited to the PTF Arrangements and Training Purposes.

8. Insurance

- (a) The PTFP Holder will take out prior to the commencement of PTF Arrangements and any Training Purposes being undertaken (and maintain at all times during which PTF Arrangements and/or Training Purposes are being offered at the Specified PTF):
- (i) If workers are employed to assist in the provision of any PTF Arrangements or Training Purposes, adequate workers' compensation insurance, or similar insurance as required by law in the relevant jurisdiction in which the PTF Arrangements or Training Purposes are being provided; and
 - (ii) public liability insurance to a limit of at least \$10,000,000.00. The policy will note The Commission as a joint insured and will be on terms reasonably satisfactory to the Commission.
- (b) Without limiting the generality of the foregoing, the Insurances will insure the PTFP Holder in respect of the PTFP Holder's liability to indemnify the Commission in accordance with clause 5 of this Deed.
- (c) Whenever the Commission requests, the PTFP Holder will provide the Commission with a certificate evidencing the currency of the Insurances and copies of the current policies. If the PTFP Holder fails to do so, then at the Commission's election and without limitation of any of its other rights under this Deed, the Commission may immediately terminate the PTFP.

9. Costs

The parties bear their own costs of and in relation to the preparation of this deed.

10. Warranty

The PTFP Holder warrants that:

- (a) it has taken independent legal advice as to the nature, effect and extent of this deed;
- (b) neither the Commission or its officers has made any promise, representation or inducement or been party to any conduct material to it entering into this deed other than as set out in this deed; and
- (c) it is aware that the Commission is relying on the warranties in this clause in executing



this deed.

11. General

11.1 Governing law

This deed is governed by and must be construed according to the laws of Queensland.

11.2 Jurisdiction

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this deed.
- (b) Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 11.2(a).

11.3 Severance

If at any time any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

11.4 Entire agreement

To the extent permitted by law, in relation to the subject matter of this deed, this deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

11.5 Amendments

This deed may only be varied by a deed signed by or on behalf of each party.

11.6 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.



12. Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart.



13. Schedule

Item	Details	
1.	PTFP Holder	Name: _____ ABN: _____ Address: _____ _____ _____ Contact Number: _____
2.	Specified PTF	Address of Facility: _____ _____ _____



14. Legal Advice Certificate

This certificate is provided by: _____
[name of solicitor]

(a solicitor holding a current unrestricted practising certificate under the *Legal Profession Act 2007* and not acting for any other party in this arrangement.

I have reviewed the Private Training Facility Usage Deed and have been provided with the following additional documents:

1. _____

2. _____

3. _____

I certify that in the presence of _____ (the **PTFP Holder**),
[name of person]

I explained the nature, effect and extent of this deed and the additional documents identified above.

Signed: _____ Dated: _____



15. Executed as a deed.

Signed, sealed and delivered by the entity
(or person) whose details are set out in
Schedule 1 in the presence of:

Signature of witness

Signature

Full name of witness

Date

Signed for and on behalf of
**The Queensland Racing Integrity
Commission (ABN: 64 838 583 571):**

Signature of Witness

Signature of Authorised Signatory

Full name of Witness

Full name of Authorised Signatory

Date