



Date as Postmark

Dear Trainer,

APPLICATION FOR AN APPRENTICE JOCKEY'S LICENCE UNDER RULE (D)3 OF THE RULES OF RACING

An application form for an Apprentice Jockey's Licence for Flat races under Rule (D)3 of the Rules of Racing is enclosed for the period up to 17th March 2012.

In completing the application form, you are directed to the enclosed Guidance Notes which should be read in full. You will be required to sign a declaration to confirm that you have read, understood and that you comply with each of the relevant sections.

Every application for a licence has to be considered individually upon its merits. In some cases a medical examination or personal interview with the applicant is necessary, and in other cases additional correspondence may be required. Therefore, the British Horseracing Authority has directed that applications for licences must be received at least two weeks in advance of the date required. **We cannot guarantee that applications which are received later than the stated period will be processed in time.**

APPRENTICE JOCKEY'S LICENCE COURSES

An Apprentice Jockey who has not previously held a licence in Great Britain is required to attend and satisfactorily complete an Apprentice Jockey Licence Course prior to the issue of his first licence. An application form to reserve a place on the licensing course is enclosed. Please also see the criteria for attendance on the rear of the reservation form.

FEES

Fees laid down by the British Horseracing Authority:

Licence	£79.15
VAT @ 20%	£15.85
Racing Charities	£ 3.50

	£98.50

Please return your application form and declaration of health to the following address:
The Licensing Team, British Horseracing Authority, 75 High Holborn, London WC1V 6LS



If you have any questions please do not hesitate to contact the Licensing Team on the details below.

Yours sincerely,

Jo Crawforth

Jockeys & Rider's Licensing Assistant

Direct Dial: 020 7152 0148

Direct Fax: 020 7152 0141

licensing@britishhorseracing.com



LIC/LON/1011

APPLICATIONS FOR JOCKEY LICENCES GUIDANCE NOTES

1. These Guidance Notes should be read before completing the Application Form to which they relate. They are designed to assist but should any matter be unclear, applicants are encouraged to contact the Licensing Team for further confidential guidance.
2. Applications are considered on their individual merits but within the framework of these Guidance Notes. Applications are not normally considered from persons who have reached the age of 23 without previously having held a licence or with demonstrable/appropriate riding experience.
3. Applications should be sent to the Licensing Department, 75 High Holborn, London, WC1V 6LS with the applicant allowing a period of at least two weeks in order for the application to be considered.
4. Applicants are required to demonstrate or confirm that:
 - They have the competence and capability to race ride;
 - They are medically fit to race ride in accordance with the published Medical Standards for Fitness to Ride;
 - Derive their main income or a reasonable portion of it from race riding or, in the case of Apprentice or Conditional Jockeys, be in full time paid employment of a licensed trainer and recorded as such on the Trainer's Register of Stable Employees;
 - They are otherwise in all the circumstances suitable to hold a licence (i.e. that they are 'fit and proper'); and
 - In the case of Overseas Riders they have permission to work in Great Britain as a professional jockey.
5. The detailed guidance contained in the remainder of this document sets out what is required and what each applicant will need to show.

A. COMPETENCE AND CAPABILITY

6. Each applicant will have to satisfy the Authority that he/she is a competent jockey and capable of race riding within the Rules set out by the Authority.
7. Each applicant will also have to satisfy him/herself and confirm to the Authority, that:
 - 7.1 They have a basic understanding of the racing industry, its aims and standards
 - 7.2 Save in exceptional circumstances they possess at least a conversant level in the English language, sufficient to receive and follow instructions; and

British Horseracing Authority Limited, 75 High Holborn, London WC1V 6LS Tel: 020 7152 0000 Fax: 020 7152 0001

Web: britishhorseracing.com Email: info@britishhorseracing.com

Registered Number: 2813358 England. Calls may be recorded

- 7.3 They have familiarised themselves with the Rules of Racing in so far as they relate to Jockeys.
- 7.4 They have familiarised themselves with the Rules of Racing in so far as they relate to Jockeys.
8. In determining a person's competence and capability all first time applicants will be required to satisfactorily complete the appropriate training course at either the British Racing School or Northern Racing College. As part of that course, applicants will need to demonstrate the following:
 - 8.1 The level of fitness appropriate to that of a professional jockey;
 - 8.2 The ability to ride a variety of horses (e.g. different temperaments);
 - 8.3 The ability to take and follow instruction;
 - 8.4 The ability to school horses through stalls and/or over hurdles and fences; and
 - 8.5 The ability to effectively use a whip within the guidelines set out by the BHA.
9. In relation to persons who have not been licensed by the Authority in the preceding two years, the Authority will require full particulars of that person's experience and employment to date.
10. In relation to persons who have previously been licensed outside Great Britain, a Certificate of Clearance and licensing record from the relevant Turf Authority (under whose Rules they were last licensed) should also be provided.

B. MEDICAL STANDARDS OF FITNESS TO RIDE

11. Each applicant is required to complete a Declaration of Health form giving an accurate account of their current medical state (including any accidents or medication taken in the preceding twelve months) and estimated riding weight.
12. First time applicants and those renewing on every 5th anniversary of their first licence, must submit a comprehensive medical report completed by the applicant's own Doctor (General Practitioner or otherwise) who has access to the applicant's full medical records. Any applicant for a Flat Licence aged 48 years or Jump Licence aged 38 years or over must be examined annually as to his fitness to race-ride by a Medical Adviser approved by the BHA.
13. Each applicant must complete an Annual Baseline Concussion test at one of our designated concussion test centres (see page 8 for full details).
14. The Chief Medical Adviser reserves the right to meet with any applicant before their application is considered.
15. More details, including the full medical standards and contact details for the Chief Medical Adviser, can be found on the Authority's website: www.britishhorseracing.com.
16. All riders are strongly advised to hold adequate personal insurance cover to provide for the cost of medical treatment whilst riding. More information is available from the

Professional Jockeys' Association (www.pja.co.uk) and its Medical Advisor Anna-Louise MacKinnon who can be contacted at alm@thepja.co.uk.

C. INCOME STATUS

17. Applications will not be considered from those who can expect to ride only on odd or chance mounts, and for whom there is no demand for their services to ride regularly (normally a minimum of 25 rides per season) in public unless they are in the full time employment of a licensed trainer as an Apprentice or Conditional jockey.

D. PROGRESSION OF RIDES

18. To warrant the renewal of a Conditional/Apprentice Jockey's Licence the Authority would expect to see a steady progression in the applicant's number of rides. The following figures are an indication of the progression normally expected:-

During 1 st and 2 nd season	5 rides
3 rd Season	15 rides
4 th Season and onwards	25 rides

19. If the applicant did not achieve the expected number of rides under the last licence, provision has been made on the application form for the reasons to be given. In such cases, licences will not normally be renewed unless the Authority is satisfied that there were reasonable circumstances that prevented the Conditional/Apprentice having the required progression of rides.

E. APPRENTICE & CONDITIONAL JOCKEYS – CHANGE OF EMPLOYER

20. Those Apprentice and Conditional Jockeys whose licence has been terminated by reasons of his/her moving from one yard to another during the period for which their training agreement is valid will have to satisfy the Authority that the reasons for the move are good and substantial prior to the issue of a new licence. Statistics demonstrate that those Apprentice and Conditional Jockeys who serve out the full period of a year without switching trainers proceed to a better career than those who do not.

F. PERMISSION TO WORK IN GREAT BRITAIN (OVERSEAS RIDERS ONLY)

21. Applicants who are not nationals of a European Economic Area country require permission to work in Great Britain. Guidance notes and additional information are obtainable from Customer Contact Centre, UK Border Agency, PO Box 3468, Sheffield, S3 8WA.

22. Any application made to the UKBA will require the endorsement of the BHA. In order to meet the criteria for endorsement, applicants must be internationally established at the highest level and/or demonstrate that their employment will make a significant contribution to the development of horseracing in Great Britain. Applicants should have ridden winners at pattern class level, i.e. Group or Listed races.

23. More information is available from the UKBA's website: www.ukba.homeoffice.gov.uk or by e-mail to: wpcustomers@ukba.gsi.gov.uk

G. GENERAL SUITABILITY ('FIT AND PROPER')

24. In considering any application, the Authority must be satisfied, taking into account any fact or matter that it considers appropriate, that the applicant is suitable to hold a licence.
25. The Authority expects full and frank disclosure from the applicant, who is required to disclose all matters known to him/her and those which he/she can be expected to discover by making enquiries. Failure to do so will be a relevant factor in the assessment as to an applicant's honesty and integrity.
26. A person whose conduct or character is not in accordance with that which, in the opinion of the Authority, should be expected of a licensed person, may not be considered suitable and therefore may be refused a licence.
27. In some cases a single factor may lead to the conclusion that someone is not suitable, whereas in another case the determination of whether someone is not suitable may depend upon the cumulative assessment of a number of matters.
28. It is not possible to produce a definitive list of all matters that would be relevant to a particular application. This document should be considered a guide as to the sorts of considerations that the Authority will have in mind when making such an assessment.
29. The criteria to which the Authority will have regard in assessing honesty and integrity include the following:
 - 29.1 Whether the applicant has been convicted of any criminal offence in Great Britain, or a foreign jurisdiction, excluding road traffic offences and offences which are spent under the Rehabilitation of Offenders Act 1974 and in the case of foreign offences, such as may be appropriate. Particular consideration will be given to offences of dishonesty, fraud and those relating to sexual conduct, violence, and animal welfare.
 - 29.2 Whether the applicant is the subject of any proceedings of a criminal nature or has been charged in connection with any alleged criminal offence involving dishonesty, fraud or those relating to sexual conduct, violence, or animal welfare.
 - 29.3 Whether the applicant has been the subject of any adverse finding by a judge in any civil proceedings, or has settled civil proceedings brought against him/her relating to any matter which could reasonably be said to materially affect his/her suitability to hold a licence.
 - 29.4 The applicant's record of compliance with the regulatory requirements of the Authority or its predecessors, of any other Turf Authority or of a regulator of any other sport in which he/she has participated or has been otherwise involved.
 - 29.5 Whether the applicant has been candid, open and truthful in all his/her dealings:

- 29.5.1 with the Authority in relation to the present or relevant past licence applications; and
 - 29.5.2 with any other Turf Authority or other sports regulator.
 - 29.6 Whether or not the applicant has been dismissed from any previous employment or position of trust or has been asked to resign or resigned on grounds connected with his/her honesty or integrity.
 - 29.7 Whether an applicant has been convicted of, or dismissed or suspended from employment for drug or alcohol abuses or other abusive acts or has other lifestyle or social issues, which are likely either to:
 - 29.7.1 Impair significantly his/her ability to safeguard the welfare of any horse or meet the regulatory requirements of the Authority; or
 - 29.7.2 Render the applicant a threat to the health, welfare or safety of others involved in horseracing, or to the integrity of the sport.
 - 29.8 Whether the applicant has engaged in conduct or there are circumstances which may render the applicant susceptible to pressure from persons seeking to corrupt horseracing and whether the applicant is likely to or may engage in such conduct.
 - 29.9 Whether the applicant has observed the Integrity Provisions contained within these Guidance Notes.
30. An applicant's fitness and propriety includes assessment of the fitness and propriety of those with whom he/she is or may be associated or connected with in their personal or business dealings. For example, if the applicant is known to remain associated with person(s) who are considered by the Authority to pose an unacceptable risk to the integrity of horseracing notwithstanding specific warnings issued by the Authority about such association, that matter will be taken into account and its ultimate relevance to his/her suitability will be assessed in the light of the applicant's attitude to the association.
31. The Authority has a policy of not granting a jockey's licence to a person actively engaged as, or otherwise associated with, a Bookmaker, having made the judgement that such a close financial interest, potentially in conflict with his interest as a jockey, is likely to diminish public confidence in the integrity of racing.

Integrity Provisions

32. The following Integrity Provisions set out the standards of behaviour to be observed by all Licensed Jockeys as conditions of the grant of their Licence. As a Licensed Jockey, you agree to:
- 32.1 Avoid the company of Persons whose conduct, character or reputation indicate that they may pose a threat to the integrity of horseracing.
 - 32.2 Make sure you have read and understood the definition of Inside Information in Rule (A)36.

- 32.3 Refrain from regularly passing Inside Information to anyone other than the connections of the horse, even where there is no reward except in cases specifically allowed for in the Rules.
- 32.4 Ensure that relationships with Betting Organisations or any Person representing a Betting Organisation do not confer special privileges or concessions which may invite adverse inferences to be drawn.
- 32.5 Avoid discussing the chances of a horse they are engaged to ride with anyone (including other Riders), in the knowledge that it may be used for a corrupt purpose.
- 32.6 Ensure that the usage of pass cards and any metal badges within a licensed racecourse complies with the user conditions laid down by the Racecourse Association.

H. SPECIFIED CASES

Absolute Requirements

33. The specified cases detailed below are requirements which an applicant must satisfy in order for an application to be considered by the Authority:

33.1 Apprentice & Conditional Jockeys Licences

Requirement	Guidance Notes Reference Point
To supply such documentation as detailed in the Guidance Notes & application form (first time applicants only)	
To be in the full time paid employment of a Licensed Trainer.	4
To attend the appropriate Training Course at either the British Racing School or Northern Racing College	8
To submit a certificate of clearance where the applicant has previously been licensed outside Great Britain from the relevant Racing Authority	10
To submit a declaration of health	11
To submit a comprehensive medical report as required by the Authority and/or be examined annually by a medical advisor approved by the BHA	12
To complete an annual baseline concussion test	13
The Authority will require confirmation from the United Kingdom Border Agency (UKBA) that they have permission to work in the UK as a Professional Jockey where the applicant is not a citizen of a European Economic Area or does not hold a valid British Passport.	21

33.2 Flat & Jump Jockeys Licences

Requirement	Guidance Notes Reference Point
To supply such documentation as detailed in the Guidance Notes & application form (first time applicants only)	

To submit a certificate of clearance where the applicant has previously been licensed outside Great Britain from the relevant Racing Authority	10
To submit a declaration of health	11
To submit a comprehensive medical report as required by the Authority and/or be examined annually by a medical advisor approved by the BHA	12
To complete an annual baseline concussion test	13
The Authority will require confirmation from the United Kingdom Border Agency (UKBA) that they have permission to work in the UK as a Professional Jockey where the applicant is not a citizen of a European Economic Area or does not hold a valid British Passport,	21

34. The mere provision of the documents required above may not be sufficient to ensure that an application is considered by the Authority. Such documents must also be complete and fit for purpose. Similarly, whilst satisfaction by the applicant of the other requirements in paragraph 33 (as a matter of fact) will enable the Authority to consider their application, the applicant should not presume that will result in a Licence being granted. The manner in which such requirements are met will be one of the factors for the Authority to consider in assessing the applicant's suitability in accordance with these Guidance Notes, and in deciding whether or not to grant a Licence."

Procedural Guidelines for applications for Licences, Permits and Registrations

35. For the full procedural guidelines relating to applications to the Authority for Licences, Permits and Registrations and procedural guidelines for hearings of the Licensing Committee, where it is considered appropriate to convene a hearing pursuant to the Rules of Racing please visit <http://rules.britishhorseracing.com//> - General Manual (A) Schedule 9.

Dear Applicant,

BRITISH HORSERACING AUTHORITY ASSESSMENT OF CONCUSSION

There are essentially three stages to this programme and these are as follows:

1) **Baseline Tests**

All jockeys need to have a baseline test carried out to establish their normal ability to carry out a series of simple tests. These tests are very straightforward but have to be administered in a standard way by qualified staff. We have established a network of regional testing centres (see attached list) and you should anticipate being at the centre for at least one hour to complete all the tests required. Once this baseline test is completed you will be able to join the new system.

2) **On the Racecourse**

Every time you suffer a head injury on a racecourse the RMO will carry out a standard series of tests to establish whether or not you have suffered a concussion. Initially you will be asked eight straightforward questions (usually by the racecourse nurse) and on the basis of your answers further examination may be required by the RMO. If this examination reveals that you have a concussion you will automatically be suspended for six clear days, eg. if you are suspended on a Wednesday you cannot ride again until the following Wednesday at the earliest.

3) **Return to Race Riding**

When you are completely symptom free (after a minimum of six clear days) you will need to report to one of the regional centres for re-testing and a medical examination by a specialist (Neurologist or Sports Physician). You will be reviewed by the British Horseracing Authority Medical Department and a decision will be made on your return to race riding (completing the procedure does **not** guarantee that you will be cleared to race ride immediately).

All jockeys are required to have an annual baseline test (between January and December) and if you have not already had a baseline test in the last 12 months you should book an appointment as soon as possible.

If you have any queries do not hesitate to contact me.

Yours sincerely,



Dr. Michael Turner,
Chief Medical Adviser.

Tel: 020 7152 0138 (Direct Dial)

Fax: 020 7152 0136 (Direct Dial)

Email: mturner@britishhorseracing.com

REGIONAL CENTRES FOR ASSESSMENT OF CONCUSSION AND BASELINE TESTING

CENTRE	NURSE	CLINIC TIMES	TELEPHONE
EDINBURGH Spire Shawfair Hospital 10 Easter Shawfair Danderhall DALKEITH EH22 1FE	Janice Rafferty Jane Street	Friday 2-6PM	Tel: 0131 6545660 Fax: 0131 3347338 Streetja@spirehealthcare.com Janice.RAFFERTY@spirehealthcare.com
NEWCASTLE The James Cook University Hospital Marton Road Middlesbrough Cleveland, TS4 3BW	Dr Patrick Dissman	Variable – call secretary for appts	Tel: 01642 835911 or 07590 074630 (Dr Dissmans priv.sec – Kate Raper)
YORK The Nuffield Hospital Haxby Road York YO31 8T	Emma Horrigan Faye Lynch Erika Spratt	Friday PM (Variable)	Tel: 01904 715015 Fax: 01904 715288 Emma.Horrigan@nuffieldhealth.com Faye.Lynch@nuffieldhealth.com Erika.Spratt@nuffieldhospitals.org.uk
MIDLANDS The Warwickshire Nuffield Hospital The Chase, Old Milterton Lane Leamington Spa, Warwickshire, CV32 6RW	Patricia Bryniaska Jacqueline Crabtree	Variable	Tel: 01926 427971 Jacqueline.Crabtree@Nuffieldhospitals.org.uk *warwickoutpatients@nuffieldhospitals.org.uk
CAMBRIDGE Orchard House Surgery Fred Archer Way, Newmarket CB8 8NU	Sonia Francis Helen Wilson	Variable	Tel: 07518 071370 Leave voicemail
LONDON 30 Devonshire Street London W1G 6PU	Rita Steve or Outpatients' nurses	Wednesday 9.30AM (Not on Fridays)	Tel: 0207 908 3602or3 ask for nurses Fax: 0207 908 3624 Rita.steve@hcahealthcare.co.uk
SWINDON The Ridgeway Hospital Moormead Road Wroughton, Swindon, Wilts SN4 9DD	Helen Nichols	Monday 8am-4pm	Tel: 0800 404 6663/01793 816 020 Helen.nichols@bmihealthcare.co.uk

Please note if you are unable to attend your booked baseline test, we have 24hr cancellation policy. Should you not attend an appointment and not advise the Regional test centre then you will be charged £80 for the missed appointment.

APPLICATION FORM FOR AN APPRENTICE JOCKEY'S LICENCE

(Under Part (D)2 of the Rules of Racing – Rider Manual (D))

Apprentice Jockey's Licence for the period to 17th r

March 2012

Fee of £98.50 (inc. £15.83 VAT)

(to be paid by the trainer)



OFFICE USE ONLY

Key	Prev	Cur	N.O.R	DH to CMA	DH Clear
Conc test	SnsI wins	Car wins	Claim	Npad	Start
SER No.	Type	Trnr	G.	No.	C.

PERSONAL DETAILS

Surname:.....All Forenames:.....Mr/Mrs/Miss/Ms:.....

Nationality_____Age_____Date of Birth_____Riding Weight__st__lb

Home Address_____

Home Tel_____Mobile Tel No._____Email_____

NB: The format for all Professional Jockey names (for racecard purposes, etc) will be made up of a forename n full and surname (if available), or alternatively the name by which they are familiarly known e.g. Robert Smith could be known as Rob Smith.

General Experience of the Applicant:

Please indicate your views as to the applicant's experience, likely potential and possible future as a jockey:

.....

Only to be completed if the applicant has never held an Apprentice Jockey's Licence issued by the British Horseracing Authority

Has the applicant attended an Apprentice Jockey's Licence Course: Yes/No (if No, please complete the reservation form enclosed)

British Racing School, Newmarket / Northern Racing College, Doncaster Date:.....

APPLICANT'S RACE RIDING EXPERIENCE

Details of his/her race riding under the last licence held:

Season	Employer	Type of Licence	No. of Rides	No. of Winners
_____	_____	_____	<input type="text"/>	<input type="text"/>

Details of any previous licences held abroad by this Apprentice and the name of the Turf Authority concerned:

Total number of career winners Allowance currently claimed under Rule (F)141

Total number of career winners in:

	Flat Races (Open to full Jockeys)	Apprentice Only Races	Steeple Chases and Hurdle Races	Conditional Jockeys Races	National Hunt Flat Races
G. Britain	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Overseas (incl. Ireland)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of horses in your care suitable for the applicant to ride in races bearing in mind his/her experience:

In cases where suitable mounts are limited please comment regarding the prospect of outside rides and/or trainers likely to use the services of the applicant should he/she be granted a licence:

.....
To warrant the issue of an Apprentice Jockey's Licence the Authority would expect to see a progression in the rides taken by an Apprentice during his/her riding career – see covering letter.

If the Apprentice has not achieved the necessary number of rides, the reason for this should be set out below:

.....
DECLARATION (to be completed by both Jockey and Employing Trainer)

We the undersigned hereby request that this application, for an Apprentice Jockey's Licence, will be considered by the Authority of the British Horseracing Authority, in accordance with its published criteria. We confirm that we have read, understood and are in compliance with the published Guidance Notes that accompany this application form. Furthermore, should a licence be granted we agree to be bound in all respects by the British Horseracing Authority's Rules of Racing in force from time to time and the Rules of the applicable recognised Turf Authority concerned when riding abroad.

We have both signed an Apprentice Riding Agreement for the period to March 17th 2012 on the prescribed form issued by the British Horseracing Authority and this is enclosed and we undertake that the Apprentice Jockey/I will attend a one-day training seminar for professional jockeys in accordance with Rule (D)10 if such a seminar is held during the period this licence is valid.

The particulars as completed in this Application Form are accurate and true. We confirm that we have disclosed any and all information known to us which might reasonably be said to be relevant to the consideration of this application and we accept that in the event the Authority considers that we have knowingly omitted material information, it may reject our application on this ground alone. During the currency of this licence, we undertake to notify the British Horseracing Authority immediately of any matter or change of circumstances which, on the basis of the Guidance Notes, could reasonably be said to be relevant [to my position as a licensed Jockey]. Furthermore, we consent and authorise the British Horseracing Authority (or its agents) to make enquiries of, and ascertain from, all appropriate authorities to establish anything which could be relevant to the decision to grant this licence. Such authorities shall include, but are not limited to, Credit Reference Agencies, Criminal Records Bureau and/or any police authorities in other jurisdictions, and any recognised Turf Authority. We hereby consent to and authorise such authorities to provide such information about me/us to the British Horseracing Authority.

We undertake to notify the British Horseracing Authority within 7 days if I/my apprentice jockey is convicted of any criminal offence (other than motoring offences), or I/the employing trainer becomes bankrupt or a proposal for an Individual Voluntary Arrangement is made after this licence is granted.

We undertake to notify the British Horseracing Authority within 7 days of any change to my home address, registered mobile or home phone number.

We acknowledge and accept that it is the policy of the British Horseracing Authority to publish its licensing decisions and this includes, if applicable, the giving of Reasons for refusal, the imposition of Conditions on a licence or the withdrawal of a licence. We agree that the Authority may refer to or publish any information concerning our application which it has considered in reaching its decision.

DATA PROTECTION

Any information (including personal data and sensitive personal data) provided by the applicant will be held by the British Horseracing Authority (or Weatherbys Group Ltd) and such information may be properly disclosed to other agencies in connection with the management, regulation and integrity of horseracing or otherwise used or disclosed by the BHA in connection with the regulation of horseracing generally.

The British Horseracing Authority has the opportunity to use its address list as a source of revenue for the racing industry by undertaking mailings on behalf of selected companies; individual addresses are not divulged. Please tick here if you **do not** wish to receive such mailings

Signature of Apprentice Jockey _____ **Date** _____

Signature of Trainer (Employer) _____ **Date** _____

The Authority draws attention to the provision of Rules (D)53 and 55, and emphasises that an Apprentice Jockey shall not bet (back or lay) on horseracing (or instruct any person to do so on his/her behalf) or own or part-own any racehorse other than a certified Hunter. It also draws attention to the provisions of Rule (D)36 that no jockey shall ride in any race unless he/she is wearing a skull cap and a body protector of an approved pattern.

A person who is not a part to this application has no right under the Contracts (Rights to Third Parties) Act 1999 to enforce any term of the agreement resulting from the application.

APPRENTICE JOCKEY TRAINING AGREEMENT

THIS TRAINING AGREEMENT is made the _____ day of _____ 20_____

BETWEEN _____

of _____ (“the Trainer”) (1)

AND _____

of _____ (“the Apprentice”) (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 Apprentices.

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 British Horseracing Authority appointed from time to time to issue licences under the Rules of Racing

“the Rules” means the British Horseracing Authority 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 Apprentice of his own free will and/or with the consent of the Guardian hereby binds himself as an Apprentice to the Trainer who hereby accepts him as such to learn the business and calling of an Apprentice 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.

3. RESPONSIBILITIES (THE TRAINER)

The Trainer hereby covenants with the Apprentice and the Guardian (for so long as the Guardian remains involved in this Agreement) as follows in consideration of the Apprentice’s services:

3.1 The Trainer will during the currency of this Agreement to the best of his knowledge, power and ability instruct the Apprentice or cause him to be instructed in the business or calling of a jockey and ensure that the Apprentice is given sufficient practical training both on the training grounds and on the racecourse, and in the requirements of the Rules of Racing so far as they would be applicable to him. Under such circumstances he will apply for an Apprentice Jockey’s Licence for the Apprentice and take all reasonable and necessary steps to assist the Apprentice (i) 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 Apprentice and (ii) in liaising with the Jockeys Employment and Training Scheme (“JETS”) and in attending training arranged through JETS. When attending such courses the Apprentice will be paid their normal wage.

3.2 The Trainer undertakes to:

3.2.1 where the Apprentice is race-riding make payments to him as racing expenses as set out in Paragraph 1 to the Schedule hereto;

3.2.2 complete all documents in respect of employees as required by HM Revenue and Customs and furnish all relevant forms to the Licensing Committee if required to do so and shall furnish such particulars regarding conditions, travelling arrangements, wages, holidays, etc as the Authority may require;

3.2.3 where the Trainer is also the Apprentice's employer to 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 apprentices, the Trainer shall at all times ensure compliance therewith.

3.4 act in a reasonable manner where the Apprentice is offered the opportunity to fulfil a race-riding engagement by an individual who is not party to this agreement.

4. RESPONSIBILITIES AND DUTIES OF THE APPRENTICE

The Apprentice with the Guardian as surety until the Apprentice reaches the age of 18 jointly and severally covenants with the Trainer that the Apprentice will:

4.1 execute all lawful and reasonable commands and will not depart or absent himself from employment except in the event of sickness or in accordance with the terms of his employment without the Trainer's consent;

4.2 not ride horses nor ride work for any other person or at any other premises save with the consent of the Trainer and the Apprentice hereby acknowledges that he is forbidden from riding work for other trainers or any other person or entity or at any other premises unless he has received the consent of the Trainer, or if unavailable, the head lad or other person carrying out the Trainer's duties;

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 Apprentice's employer's business;

4.4 insofar as the Rules of Racing may from time to time relate to regulate or touch upon the duties and obligations of trainers to apprentices and or apprentices to trainers, the Apprentice shall at all times ensure compliance therewith.

4.5 If the Apprentice leaves the employment of the Trainer or otherwise ceases to be registered on the Stable Employees Register as an employee of the Trainer, the Apprentice will be required to repay a proportion of the private medical insurance premium paid by the Trainer on the Apprentice'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 9th month onwards the amount to be repaid will be 10%.

The Apprentice 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 Apprentice at termination. Alternatively it may be recovered through the civil courts as a debt.

5. REGISTRATION

The Trainer further covenants:

5.1 to obtain on behalf of the Apprentice 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,

5.2 to take reasonable steps to maintain his own licence in force for the duration of this Agreement.

6. OBLIGATIONS OF THE GUARDIAN

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

7. RIDING FEES

All riding fees and share of the prize money which the Apprentice earns in Flat races under the Rules of Racing shall be paid by the Stakeholder to the Trainer and the Apprentice in equal shares unless otherwise provided by the Rules of Racing.

8. DISPUTES

Should any dispute arise between the parties to this Agreement arising out of this Agreement then it shall be resolved according to paragraph 4 of the Schedule.

Should either party to this Agreement wish to put a matter before the Advisory Committee pursuant to clauses 9.2, 9.3, 9.7 or paragraph 4 of the Schedule to this Agreement, that party should write to the Training Agreement Advisory Committee c/o The British Horseracing Authority, Licensing Department, 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. A right of appeal to the Advisory Committee will be available to either party if dissatisfied with a decision made in respect of a matter arising under clauses 9.2., 9.3. or 9.7. 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 Authority of the British Horseracing Authority.

9. TERMINATION

The Agreement may be terminated:

9.1 by mutual written consent of the Trainer and the Apprentice (with the consent of the Guardian where the Apprentice has not attained the age of 18 years);

9.2 by the Trainer for any reasonable cause acceptable to the Advisory Committee which shall include the Apprentice's failure to comply with the terms hereof;

9.3 by the Apprentice (with the prior approval of the Guardian where the Apprentice is less than 18 years) for any reasonable cause acceptable to the Advisory Committee;

9.4 should either party be unable to carry out their duties under this Agreement;

9.5 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 Apprentice 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;

9.6 In the event that the Trainer ceases to be the holder of a trainer's licence for any reason he will use his reasonable endeavours to procure the transfer of this Training Agreement to another Trainer;

9.7 Should the Trainer die or become, for reasons of illness or infirmity, unable to carry out his duties under this Agreement, then if anyone else takes over the responsibility for those duties and is licensed to do so in the same premises, then the training agreement shall continue with such person subject to an appeal by either party to the Advisory Committee. In the event that no such person takes over responsibility for the Trainer's duties then this Agreement shall terminate;

9.8 the agreement will cease automatically should the Apprentice's employment contract with the Trainer or (if different) his employer terminate.

10. COMPLETION

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 Apprentice following completion of the Term and shall consult with the Apprentice on this matter.

11. MISCELLANEOUS

11.1 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;

11.2 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 Apprentice save that the provisions relating to "payment for time worked away from the yard" shall not apply when the Apprentice is race riding and the subsistence allowances payable to stable staff shall not be payable when the Apprentice is race riding.

11.3 If the Apprentice does not have a saddle or boots the Trainer should, where practicable assist the Apprentice 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 Apprentice will repay the costs of such items, the Apprentice 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 Apprentice for the purchase of the saddle or boots from final wages due should the Apprentice's employment terminate before payment has been completed.

The Trainer and the Apprentice are advised to agree in writing the value of the items of purchased and the rate of deductions to be made from wages.

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 Apprentice _____

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

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

- a. mileage allowance of 20p per authorised mile when the Apprentice has used his own car.
- b. public or private transportation on production of receipts. 50% payable by each party.
- c. Jockeys' Valets. 50% payable by each party.
- d. 50% of the amount of the premium for private medical insurance for the Apprentice after any contribute to the premium cost made by the Injured Jockeys Fund.

Such properly incurred expenses to be paid within 14 days of an expenses claim with supporting documentation where appropriate being submitted to the Trainer.

2. EQUIPMENT

The Trainer undertakes to provide the Apprentice with such equipment as deemed necessary by the Apprentice acting reasonably to carry out his duties as an apprentice jockey which for the avoidance of doubt must include:

- a) skullcap (to conform with Rules (D)36, (C)25 and Schedule (D)2)
- b) breeches
- c) goggles
- d) body protector (to conform with Rule (C)25 and Schedule (D)2)
- e) whip (to conform with Schedule (D)2)

The equipment 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. PERSONAL ASSESSMENT REPORTS

The Trainer and the Apprentice will review the Apprentice's performance on a six monthly basis to include:

- a) aptitude and ability
- b) discipline
- c) progress

Following the review the Trainer will prepare a personal assessment report and provide a copy to the Apprentice.

4. GRIEVANCE PROCEDURE

1. This Grievance Procedure is to be used where the Apprentice wishes to raise a grievance with the Trainer on a matter or matters arising out of this Training Agreement.

2. If the Apprentice wishes to raise a grievance with the Trainer or with the Apprentice's employer relating to his employment then the Apprentice should raise such grievance in accordance with the National Trainers' Federation/National Association of Stable Staff grievance procedure or such other procedure as the Apprentice's employer may have.

3. It will usually be better for those involved if grievances can be resolved informally and where the Apprentice has a grievance, he or she will, in the first instance, discuss the matter with the Trainer or such appointed representative as the Trainer may appoint.

4. If the matter cannot be resolved informally then the Apprentice should raise a formal grievance.

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

6. The Trainer will keep records of any action taken under this grievance procedure.

7. To raise a formal grievance, the Apprentice will as the first stage write to the Trainer with an explanation of the basis for the grievance.

8. The Trainer will then invite the Apprentice 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 grievance being raised. The Trainer must advise the Apprentice in the letter of his or her right to be accompanied at the meeting. After the meeting, the Trainer must inform the Apprentice of the decision without unreasonable delay and also of the right to appeal.

9. The Apprentice must take all reasonable steps to attend the meeting.

10. If the Apprentice's chosen companion is unavailable at the time appointed for the meeting but the Apprentice proposes a reasonable alternative time in the next five working days, the meeting must be postponed to that time. If the Apprentice 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.

11. If the Apprentice 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 Apprentice 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 Apprentice 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.

12. Failing settlement, the matter may be referred on behalf of either the Trainer or the Apprentice directly concerned to the Advisory Committee who will be responsible for convening, without delay, a meeting of the interested parties. Following the decision of the Advisory Committee there will be no further right of appeal under this grievance procedure.

4. DATA PROTECTION

Where required by the 1998 Act, the Trainer will be notified to the Information Commissioner. The Trainer shall process the Apprentice'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 Apprentice 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 Apprentice's application form for an apprentice jockey's licence.



DECLARATION OF HEALTH - APPRENTICE JOCKEY

Surname _____

All Forenames _____

Age _____ Date of Birth _____ Height _____

Normal Riding Weight _____ st _____ lbs (**NOT** the lowest weight achieved)

Daytime telephone number _____

Email _____

Name of General Practitioner _____

Address of General Practitioner _____

In case of emergency we may need to contact your next of kin, please complete the following:

Name of next of kin _____

Relationship to you (spouse/partner/parent/etc) _____

Contact Telephone Numbers _____

Date of last medical examination by your own GP or the British Horseracing Authority Medical Adviser in support of an application for a Licence _____

Date of last Baseline Concussion Test _____

Which Centre did you attend? _____

NB: Please read attached notes to see if you will be required to have a further Baseline Test before your Licence can be granted.

THIS SECTION TO BE COMPLETED BY FIRST TIME APPLICANTS ONLY

Please list **ALL** operations, hospital admissions, head injuries / concussions, fractures and dislocations that you have **EVER** suffered together with dates (including any unconnected with racing).

Details

Date

_____	_____
_____	_____
_____	_____
_____	_____

Please list all injuries and serious illnesses (requiring medical attention) that you have suffered in the last 12 months (including any unconnected with racing).

Injury/Illness

Date

_____	_____
_____	_____
_____	_____

Within the last five years have you received treatment, counselling or sought medical attention for any condition related to alcohol or drug consumption? Yes No

Do you currently hold a valid Drivers Licence? Yes No

Have you ever had your Driving Licence revoked or suspended for medical reasons? Yes No

Please list **ALL** medications you are currently taking or have taken for more than 14 consecutive days in the last 12 months (excluding the contraceptive pill)

Have you ever been refused a licence or permit to ride on medical grounds by the British Horseracing Authority, the Horseracing Regulatory Authority, the Jockey Club or any other Turf authority? Yes No

Please confirm you have private health insurance (available through the PJA) Yes No

You are reminded on behalf of the Injured Jockeys Fund that all jockeys of Grade 7 and above (i.e. over 350 rides in current or last season) are expected to have private health insurance as the Injured Jockeys Fund would not normally pay for medical expenses in these categories.

DATA PROTECTION

It is agreed that any information provided by me may be held by the British Horseracing Authority, the Jockey Club or Weatherbys Group Ltd in their computer records, and that it may be properly disclosed to other agencies registered to receive such information in connection with the management, regulation and integrity of horseracing in accordance with the provisions of the Data Protection Act 1998.

MEDICAL CONSENT

I hereby consent that the medical information held by the British Horseracing Authority relating to my fitness to race ride (both electronic or paper) may be made available to medically qualified personnel on racecourses on racedays (BHA registered Racecourse Medical Officers and BHA registered nurses). In relation to professional jockeys only, this consent will extend to sharing of medical information with the Professional Jockeys Insurance Scheme, Professional Jockeys Association Medical Adviser, and the Chief Medical Advisers of France Galop and the Irish Turf Club. I understand that such provision of information is essential to ensuring that informed medical care and advice is available to jockeys on racedays. I also understand that the confidentiality of this information will be maintained at all times and shall only be processed in accordance with the provisions of the Data Protection Act 1998.

DECLARATION

I accept that if there is any change to my health within the next twelve months this will be notified immediately to the British Horseracing Authority's Medical Department. I accept that this may result in a temporary suspension of my licence and that failure to notify the British Horseracing Authority's Medical Department may result in disciplinary action.

I acknowledge that when riding under the Rules of Racing, there is a very high risk of injury to me in comparison to other sporting activities and that such risk can come from other riders and horses. I accept that by taking part in horseracing under the Rules of Racing my physical safety could be endangered and that neither the British Horseracing Authority nor the organisers have a responsibility to assess the skill and experience of the riders and horses taking part.

I declare that the information provided on this form is complete and true to the best of my knowledge.

Signed (Apprentice Jockey) _____ **Dated** _____

If the Apprentice Jockey is under 18 years of age, this declaration should also be signed below by his/her Parent or Guardian.

I agree that the above named jockey may undergo testing for prohibited substances (doping control) at any time as required under the Rules of Racing including when he/she attends jockeys training courses.

Signed (Parent/Guardian of Apprentice Jockey) _____

Relationship to Apprentice Jockey _____ **Dated** _____

Your application for a licence cannot be considered unless all relevant medical details are given on this form. Statements such as 'refer to previous application' or 'as previously advised' are not sufficient.

OFFICE USE ONLY	
Approved/Date	
Comments	
Conc/Hd Inj Regstr	
P4 pager	



APPRENTICE JOCKEY LICENCE COURSES

RESERVATION FORM

I hereby apply for a place to be reserved for my Apprentice Jockey. I have read the notes regarding the criteria for attendance overleaf.

I confirm that my Apprentice (if under 19 years of age) has been registered for the Stable Staff Training Programme and has completed the Foundation Course (or will have completed prior to the Licence Course).

Surname of Apprentice Jockey _____

All Forenames _____ Nationality _____

Age _____ Date of Birth _____ Email _____

Normal Riding Weight ____st _____lb (applicants normal riding weight should be no more than 8st 3lbs)

Name of Trainer _____

Signature of Trainer _____ Date _____

2012 Course Dates

Training Centre

5th-9th March

Northern Racing College

Dates for the remainder of the year will be confirmed in due course.

Please return to:

The Licensing Team
British Horseracing Authority
75 High Holborn
London
WC1V 6LS

Tel: 020 7152 0140

Fax: 020 7152 0141

Email: licensing@britishhorseracing.com

CRITERIA FOR ATTENDANCE

Apprentice Jockeys Licence Courses are funded by contributions from Trainers and Jockeys. In order to keep those contributions as low as reasonably possible, the British Horseracing Authority has agreed the following criteria for attendance with the National Trainers Federation and Professional Jockeys Association:

AGE

1. Apprentices should be over 16 years of age but under 23 when attending the Course.

EXPERIENCE

2. Participants on the Courses should be considered by their employers to have the potential to become fully fledged professional jockeys and excluding initial training at either of the Racing Schools, they should have been employed in the industry for a minimum of six months.

Trainers are requested to only reserve places for those Apprentice Jockeys who they already consider to be competent jockeys and who would be ready to race-ride at the conclusion of the Course.

3. Participants should have experience of schooling horses through starting stalls.

WEIGHT

4. Participants normal riding weight should be no more than 8st 3lbs. All participants will be weighed on the first day of the licensing course to establish that they meet criteria for attendance.

MEDICAL EXAMINATION

5. Participants must be medically examined by their own doctor on the prescribed forms and medically cleared by the British Horseracing Authority's Chief Medical Adviser prior to attending the course.

PHYSICAL FITNESS

6. Participants should be physically fit and able to undergo all aspects of the Course. They must be available for the entire duration of the Course.

EQUIPMENT

7. The individual should attend with the appropriate dress and equipment as advised by the Racing School.

CLAIMING JOCKEYS FROM IRELAND AND OTHER COUNTRIES

8. Applicants who have already held licences issued in Ireland or elsewhere overseas will be required to attend the Course unless they have won more than 15 races under the Rules of a Recognised Turf Authority, in which case they will be required to attend for one day only.

Participants from overseas must have sufficient understanding of the English Language so as to understand instructions and not put themselves or others at risk.

Please note that if your Apprentice does not meet this criteria but you wish to draw the Authority's attention to some exceptional circumstances, please submit a letter with this reservation form explaining those circumstances.

