

# Probationers Agreement

NEW ZEALAND  
THOROUGHBRED **RACING**



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PUREI HŌIHO NĀTI O AOTEAROA

DATED the

day of

2026

This agreement is entered into between:

## PARTIES

**BETWEEN:** [ ] (Employer)

**AND** [ ] (Probationer)

**AND** New Zealand Thoroughbred Racing Incorporated (Business Number 9429042970491) of 18 Dick Street, Cambridge, New Zealand, 3434 (Training Authority).

## BACKGROUND

- A. The Training Authority regulates Thoroughbred racing in New Zealand, and is responsible for licensing all participants, including Trainers and Probationers.
- B. Individuals wishing to become jockeys must first hold a Class C Rider's Licence (Probationers Licence). This licence allows Probationers to gain experience and demonstrate the competence required to progress to the Elite Jockey Program (EJP).
- C. The Agreement sets out the terms and conditions governing the relationship between the Parties during the probationary period.

## THIS AGREEMENT RECORDS THAT:

### 1. DEFINITIONS AND INTERPRETATION

#### Definitions

- 1.1. In this Agreement, unless the context requires otherwise, the following terms have the corresponding meanings:

<b>Agreement</b>	This Agreement
<b>Education Coordinator</b>	Person employed as such by NZTR
<b>EJP</b>	Elite Jockey Programme run by the Training Authority to support apprentices. This includes access to high performance sports personnel, specialist coaching, career development support and access to the Level 4 NZQA Jockey Programme.

<b>Employer</b>	A Trainer who is a NZTR Accredited Employer of Apprentices and Probationers.
<b>Employment Agreement</b>	The employment agreement between the Employer and the Probationer.
<b>HSWA</b>	Health and Safety at Work Act 2015, including any regulations, as amended, re-enacted, consolidated, or replaced from time to time.
<b>NZTR</b>	The New Zealand Thoroughbred Racing Incorporated in its role as the regulatory authority.
<b>Personal Protective Equipment</b>	Safety equipment to be worn as required by the Health and Safety at Work Act 2015.
<b>Probationer</b>	An individual who holds a Class C Probationers licence.
<b>Rules of Racing</b>	NZTR's Rules of Racing as amended from time to time.
<b>Term</b>	Has the same meaning given to that term in clause 2.
<b>Trainer</b>	A person who has been granted a licence to train Thoroughbred racehorses by NZTR or another Racing Authority recognised by NZTR.
<b>Trial</b>	Events in which horses compete against each other, and which are conducted in accordance with Rule 658 of the Rules of Racing.

### **Interpretation**

1.2. In this Agreement, unless the context requires otherwise:

- (a) The singular includes the plural and vice versa.
- (b) References to clauses and Schedules are to clauses in and the Schedules to this Agreement. The Schedules form part of this Agreement and are to be interpreted accordingly.
- (c) Obligations and covenants to be complied with by more than one person shall bind those persons jointly and severally.
- (d) Reference to "Parties" is references to parties to this Agreement.
- (e) References to a statute include references to regulations, orders, rules, or notices made under that statute and references to a statute or regulation

include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.

## **2. TERM**

- 2.1. The parties acknowledge that the term of a Probationer's Agreement will be no less than five (5) months and no more than twelve (12) months
- 2.2. This Agreement shall commence on [insert start date] and continue until [insert end date], unless terminated earlier or varied in accordance the terms of this Agreement (Term).
- 2.3. The Training Authority, in its sole discretion, may vary the duration of this Agreement as it considers necessary to ensure that the Probationer has demonstrated competence in all learning outcomes required for Probationers.

## **3. RESPONSIBILITIES OF THE EMPLOYER**

- 3.1 During the Term, the Employer will:
  - a) always maintain a valid Class A Trainer licence.
  - b) comply with all requirements under the Health and Safety at Work Act 2015 (HSWA).
  - c) ensure that the Probationer is provided with sufficient opportunities to complete their required rides in a timely manner, as necessary to meet training requirements and qualification milestones.
  - d) comply with the Employer Responsibilities set out in Schedule 1 to this Agreement.
- 3.2 The Employer acknowledges the importance of timely and adequate ride allocation to support the Probationer's skill development and progress. Failure to provide sufficient rides may result in a review of the Employer's compliance with this Agreement and may lead to further action as considered necessary by the Training Authority.

## **4. RESPONSIBILITIES OF THE PROBATIONER**

- 4.1 During the Term, the Probationer will,
  - a) collaborate with the NZTR Education and Development team and represent themselves and their associated stables with high regard.
  - b) comply with the Probationer Responsibilities set out in Schedule 2 to this Agreement.

## **5. RESPONSIBILITIES OF THE TRAINING AUTHORITY**

- 5.1. During the Term, the Training Authority will:
  - a) develop and provide the Probationer with an individualised performance plan tailored to meet the requirements for obtaining a Class B licence.
  - b) regularly monitor the Probationer's progress throughout the probationary Term and maintain regular communication with the parties to ensure the Probationer

receives support to successfully complete the elements of their individual performance plan.

- c) provide access to participant welfare programs to promote their well-being and professional development.
- d) enrol and support the Probationer in the required qualification based on their competency level and provide support.

## **6. TRANSITION TO THE EJP**

6.1 At the conclusion of the Term, provided the Probationer has met the required competencies, the Probationer may be considered for acceptance into the EJP. The selection criteria includes (without limitation):

- a) successful completion of the probationary Term, including full compliance with all requirements contained in this agreement.
- b) demonstration of competency in riding skills, physical suitability, well-being, professionalism, and compliance with racing rules and safety protocols.
- c) written approval and evaluation by the Riding Mentor.
- d) any other factors considered relevant by the Training Authority.

6.2 If a Probationer is offered a place in the EJP, the Parties will enter into a formal Apprenticeship Agreement setting out the terms and conditions of the apprenticeship.

6.3 If English is not an applicant's first language, the Training Authority may require the applicant to complete an IELTS test. If the applicant achieves a score below 5.5, the Training Authority may, in its absolute discretion:

- (a) decline the application, or
- (b) require the applicant to complete an English language literacy and learning plan.

## **7. EMPLOYMENT STATUS**

7.1. The parties expressly acknowledge that this is not an employment agreement. The Probationer is an employee of the Employer.

## **8. DISPUTES**

8.1. If any dispute arises between any of the Parties (Disputing Parties) in connection with this Agreement (other than a dispute relating solely to the individual employment of the Probationer), a Disputing Party may give the other Disputing Parties written notice of the dispute (Dispute Notice).

8.2. Following receipt of a Dispute Notice, the Disputing Parties must use reasonable endeavours and act in good faith to resolve the dispute through discussion and negotiation.

8.3. If a dispute arises between the Employer and the Probationer in relation to this Agreement (but not the individual employment of the Probationer), and the dispute is

not resolved within 30 days after it is first raised, either party may refer the dispute to the Training Authority for determination.

## **9. POOR PERFORMANCE**

- 9.1. In the Training Authority's absolute discretion, should the Employer or Probationer fail to carry out any of their respective responsibilities under this Agreement, the Training Authority may suspend the Probationer's Class C Licence, for such period as it deems appropriate.
- 9.2. This clause does not limit the Training Authority's powers under the Rules of Racing, or the Racing Integrity Board's power to investigate breaches of the Rules of Racing.
- 9.3. If the Probationer does not fulfil the required minimum number of race rides in any 12-month period, the Training Authority may:
  - a) terminate this Agreement under clause 10.
  - b) place conditions on the Employer as it feels is necessary to increase the number of rides that the Probationer receives.
  - c) place such conditions on the Probationer as it feels is necessary to increase the number of rides that the Probationer receives.

## **10. TERMINATION OF AGREEMENT**

### **Immediate Termination.**

- 10.1. This Agreement terminates immediately and without the need for any party to give notice if:
  - (a) The Probationer is Disqualified or Warned Off under the Rules of Racing.
  - (b) The Employer is Suspended, Disqualified, or Warned Off under the Rules of Racing.
  - (c) The Employer is charged with a criminal offence.
  - (d) The Employer ceases to be the holder of a Trainer's Licence for any other reason.
  - (e) The Employment Agreement between the Employer and the Probationer is terminated for any reason.
  - (f) For reasons of death, illness or infirmity, either the Employer or the Probationer is unable to carry out their responsibilities under this Agreement.

### **Agreement to Terminate**

- 10.2. This Agreement may be terminated by mutual written consent of the Employer, the Probationer, and the Training Authority.

### **Application for Termination**

- 10.3. An application to terminate this Agreement may be made, in writing, to the Training Authority by either the Probationer or the Employer.
- 10.4. The application must provide detailed reasons for the applicant wanting the Agreement to be terminated. The Training Authority will consider the application together with any other statements or information from the other party or any other person and will decide if the Agreement should be terminated.

### **Termination by The Training Authority**

- 10.5. Without limiting the Training Authority's powers to terminate this agreement, the Training Authority is entitled to terminate this Agreement by giving one month's written notice if:
  - (a) The Probationer's body changes in such a way that in the Training Authority's reasonable opinion, the Probationer is no longer suitable to become a jockey.
  - (b) The Probationer suffers from a medical condition that would reasonably preclude the Probationer from riding in races.
  - (c) The Probationer or the Employer fail to carry out any of their respective responsibilities under this Agreement.
  - (d) The Training Authority considers that the Employer is not providing adequate training, ride opportunities, and other necessary support required for the Probationer to meet their NZTR training and qualification requirements. If the Employer fails to meet these obligations, the Training Authority may, at its discretion, initiate a review, require remediation or terminate this Agreement.
  - (e) The Probationer fails to achieve the KPIs in their individual performance plans or their associated qualification.
  - (f) The Training Authority, acting reasonably considers that the riding performance of the Probationer is below the standard required.
  - (g) The Probationer's disciplinary record demonstrates that they are not suitable to be a professional jockey.
  - (h) The Probationer breaches NZTR's Code of Conduct.
  - (i) The Probationer fails to meet any other relevant requirement of the Training Authority's Licensing Policy or the Rules of Racing.

## **11. CONDUCT EXPECTATIONS**

- 11.1. The Probationer must comply with the Training Authority's expectations for the conduct of Probationers together with the NZTR Code of Conduct.
- 11.2. Without limiting in any way, the application of the Rules of Racing, the Probationer agrees that if, in the Training Authority's absolute discretion, the Probationer has not met the Training Authority's conduct expectations, the Training Authority may take any of the following actions:

- (a) impose conditions on the Probationer's licence.
- (b) issue the Probationer with an oral or written warning, that further breaches may result in the termination of this Agreement.
- (c) refuse to accept rider declarations for the Probationer for a defined period (and for the avoidance of doubt the Probationer agrees that no rider declaration for the Probationer will be valid during that defined period).
- (d) take any action which the Training Authority could take under Rule 308 of the Rules of Racing, including imposing conditions on the Probationer's licence, suspending the Probationer's licence, or cancelling the Probationer's licence.
- (e) Terminate this Agreement under clause 10.

## **12. LIABILITY**

- 12.1. The Training Authority shall not be liable for any claims or demands resulting from the actions of the Employer and Probationer in relation to the rights and/or obligations under this Agreement.
- 12.2. No party will under any circumstances be liable under the law of tort, contract or otherwise or under any indemnity for any loss of profits or savings or for any indirect or consequential loss or damage, however caused, arising out of or in connection with this Agreement.

## **13. PRIVACY**

- 13.1. The Parties agree to comply with the Privacy Act 2020 and privacy policy where applicable, regarding the collection, storage, and use of personal and medical information.
- 13.2. Personal information about the Probationer may be collected by the Training Authority and used for the purpose of administering the Probationary licence, performance reviews, compliance with the Rules of Racing and any other policies, directives or regulations.
- 13.3. The Probationer consents to their personal and medical information being shared with relevant parties, including medical professionals and NZTR, where necessary for programme-related purposes.

## **14. CONFIDENTIALITY**

- 14.1. All parties agree to maintain the confidentiality of all information shared under this Agreement, except as required by law.

## **15. ENTIRE AGREEMENT**

- 15.1. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings.

## **16. AMENDMENTS**

- 16.1. Any amendments to this Agreement must be in writing and signed by both parties.

**17. NO PARTNERSHIP**

17.1. Nothing in this Agreement constitutes the parties as partners or as agents for each other. No party has any authority to bind the other or act on its behalf except to the extent expressly provided for in this Agreement.

**18. GOVERNING LAW AND JURISDICTION**

18.1. This Agreement shall be governed by and construed in accordance with the laws of New Zealand.

**19. COUNTERPART**

19.1. This agreement may be executed in any number of counterparts (including scanned and emailed copies). So long as each party has received a counterpart signed by the other party, the counterparts together constitute a binding and enforceable Agreement. Each party consents to this agreement (including any counterpart of it) being signed and delivered in electronic form in accordance with the Contract and Commercial Law Act 2017.

**EXECUTION:**

SIGNED by )  
**Employer** )

\_\_\_\_\_

\_\_\_\_\_  
Name of Employer

SIGNED by )  
**Probationer** )

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\_\_\_\_\_  
Name of Probationer

SIGNED by the Training Authority )  
**New Zealand Thoroughbred Racing** )  
**Incorporated** )  
By its authorised representative )

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Name of Representative

## Schedule 1- Employer Responsibilities

During the Term, the Employer agrees to:

- a) comply with the Employment Relations Act 2000
- b) acknowledge that working hours include activities such as riding trackwork, jump outs, trials, and NZTR scheduled training sessions, but exclude travel time to trials or jump outs.
- c) actively provide opportunities and support for the Probationer to ride suitable horses for other Trainers during trackwork, to develop connections that may lead to trial riding opportunities.
- d) ensure the Probationer is given the opportunity to complete a minimum of thirty (30) satisfactory trial rides within (12) twelve months. These rides must align with the competency scale set out in the Probationary booklet.
- e) arrange trial riding opportunities for the Probationer with other Trainers if unable to provide rides directly that align with the competency scale in the Probationary booklet.
- f) Ensure that the probationer is actively engaging in trial riding opportunities. Actively engaging is defined as having at least **5 trial rides per month**.
- g) actively engage and communicate with the Training and Development team, including the NZTR riding mentors, to monitor and support the Probationer's progress, in accordance with their individual performance plan.
- h) participate fully in NZTR's mentoring and support programme, (mandatory requirement of becoming an Approved Apprentice Jockey Employer). Policy found [here](#)
- i) provide support to the Probationer completing all NZTR training requirements, including attending scheduled classes and completing qualification bookwork. This includes (without limitation) prioritising training activities and skill development over routine stable duties.

### Health and Safety

The Employer during Term must comply with all requirements under the Health and Safety at Work Act 2015 (HWSA), all regulations made under the HWSA and all approved codes of practice under the HSWA.

This includes (without limitation):

- (a) Maintaining a current Health and Safety Plan.
- (b) Providing the Probationer with all necessary Personal Protective Equipment.
- (c) Maintaining a register of accidents and serious harm.
- (d) Investigating accidents and identify their cause.
- (e) Ensuring the Probationer is appropriately supervised.

The Employer must notify the Training Authority promptly after any of the following occurs:

- (a) an accident or an incident involving the Probationer.

(b) a notifiable event under the HSWA occurring at the Employer's training premises.

## **Schedule 2 - Probationer Responsibilities**

During the Term, the Probationer agrees to:

- a) actively engage with and achieve the objectives set out in their individual performance plan
- b) comply with NZTR's licensing requirements, including (without limitation) submitting updated medical certificates, completing baseline concussion testing, and providing clearances.
- c) comply with all lawful and reasonable instructions from the Employer and any other trainer who may engage the Probationer to ride.
- d) proactively communicate with the Employer if they are feel inadequately supported or encounter any issues arising in the workplace.
- e) obtain the Employer's consent prior to undertaking riding work, jumpouts or trials for any other Trainer or at any other premises.
- f) attend all scheduled training classes that have been arranged by the Training Authority required for the professional development, skill progression and qualification of the Probationer.
- g) complete all assessments and records as required by the Training Authority.
- h) advise the NZTR Education and Development team as early as practicable if they are unable to attend any training scheduled by the Training Authority.
- i) meet regularly with the Training Authority to review progress and updates related to their individual performance plan.
- j) at no time, disclose to any person or other body, confidential information in relation to the Employer or the Employer's business.
- k) always comply with the Rules of Racing.
- l) conduct themselves in a manner that upholds the reputation of racing and avoids bringing the industry into disrepute.
- m) comply with the NZTR Code of Conduct including requirements regarding social media.
- n) if applicable provide a copy of the working visa and any amendments or extensions to that visa.
- o) maintain weight requirements in a healthy and sustainable manner.