

## Deed of Apprenticeship

### Apprentice Jockey

#### THIS DEED OF APPRENTICESHIP

is made on the \_\_\_\_\_ day of \_\_\_\_\_ two thousand and \_\_\_\_\_

**BETWEEN** \_\_\_\_\_

of \_\_\_\_\_  
(Hereinafter called "**the Master**") of the first part.

**AND**

\_\_\_\_\_

of \_\_\_\_\_  
(Hereinafter called "**the Apprentice**") of the second part.

**AND**

\_\_\_\_\_

of \_\_\_\_\_  
(Hereinafter called "**the Guardian**") of the third part.

#### WHEREAS

- A** The Master is the holder of an unrestricted Trainer's License issued by the Directors of the Irish Horseracing Regulatory Board (IHRB) and has been permitted to sign-on and train Apprentices.
- B** The Apprentice desires to be signed-on as an Apprentice by the Master so that they may advance their career and learn all necessary aspects of horse racing.
- C** An Apprentice applying for the first time, must be in the employment of the trainer for a minimum period of 4 weeks prior to this application and commenced after the applicant's 16<sup>th</sup> birthday.

**For the ease of reference to the Rules the word "Master" is used generically and shall mean both male and female.**

## AGREEMENT

**IT IS AGREED** between the parties of this Deed as follows:

1. The Apprentice of their own free will and with the consent of the Guardian, (if under 18 years of age) hereby bind themselves as an Apprentice to the Master, and the Master accepts the Apprentice to train and learn all aspects within the horseracing industry, at the Master's Training Establishment
2. The agreement shall last for a period of 3 years, terminating at the end of the licensing year in the third year. Thereafter the term agreement may be on an annual basis, subject to Rule 150 (xiv). If the apprentice transfers to another Master during this initial 3-year period, credit will be given for time already served by the Apprentice.
3. Each Apprentice must attain a minimum of 6 rides within their first year as an Apprentice before an Apprentice license will be renewed. The first 3 rides must be on horses in training with their Master, the subsequent 3 rides must be aided by the Master for the Apprentice to achieve. For each subsequent year the Apprentice must attain a minimum of 3 rides within a licensed year. The Licensing Committee will undertake an overall review of the Apprentice's opportunities at the end of each season with both the Master and Apprentice.

## TERMINATION

4. The Apprentice agreement may be terminated:
  - a) By mutual consent of the Master and the Apprentice (with the consent of the Guardian where the Apprentice has not attained the age of 18 years).
  - b) By the Master, at any time, in the event of the Apprentice failing to comply with the terms hereof or at the option of the Master if the Apprentice should be suspended (or if the Apprentice should have his / her license withdrawn) for a period in excess of 50 days from holding any form of Rider's License.
  - c) By the Apprentice (with approval of their Guardian if under 18 years) for any reasonable cause acceptable to the Referrals Committee.

Both parties are required to inform the IHRB of any termination decision

## RESPONSIBILITIES (MASTER)

5. The Master hereby agrees with the Apprentice (and with the Guardian until the Apprentice reaches 18 years of age) in consideration of the Apprentice's services:
  - a) That during the term of the Apprenticeship he will to the best of his knowledge, power and ability:

- i. Instruct the Apprentice in the care and management of racehorses;
  - ii. Provide opportunities to the Apprentice to hone in on their riding skill;
  - iii. Provide tuition in the art and profession of race riding and the expectations of a Jockey; and
  - iv. Ensure and instruct the Apprentice them in the Rules of Racing
  - v. Ensure the Apprentice attains the annual minimum rides as set by the Licensing Committee.
- b) To annually apply to the Directors of the Irish Horseracing Regulatory Board for an Apprentice Jockeys License for the Apprentice and to do so annually thereafter.
- c) To guarantee the attendance of the Apprentice to any mandatory education, training or support requirements approved by the Licensing Committee.
- d) The Master undertakes to accept all of the duties in respect of the Apprentice that an employer would be required by law to do in respect of any employee and in particular the Master will:
  - i. Pay the Apprentice the wages as set out in the Schedule (must be in line with statutory rates) and will require the Apprentice to work not more than the hours set out in this agreement, or in the case of an Apprentice under the age of 18 the working hours are defined in the Protection of Young Persons (Employment) Act 1996. The Apprentice shall also be entitled to all of the benefits, holidays and pension schemes as required by law and as set out in the Schedule hereto.
  - ii. Where the Apprentice is riding in a race, the payments made to the Apprentice shall be as set out in the Second Part of the Schedule.
  - iii. The Master shall be required to complete all documentation in respect of employees as stated by the Revenue Commissioners and / or the Department of Social Protection, and if requested shall furnish all relevant forms to the Irish Horseracing Regulatory Board including such particulars regarding conditions, traveling arrangements, wages, holidays etc.
  - iv. The Master, in line with a License to Train, shall keep his premises fully insured, ensuring correct cover is in place as the employer of the Apprentice.
  - v. Comply with all relevant statutory obligations of an employer as exist from time to time.
  - vi. If requested by any other Trainer, the Master will allow the Apprentice to ride a horse in a race in which the Master does not have a runner for which a Trainer requires the services of the Apprentice. The Master shall not refuse such consent, save for bona fide reasons in connection with his immediate riding plans for his Apprentice. The Master shall not be required to give his consent, however, where he

considers, in his own discretion, that the horse the Apprentice is requested to ride is unsuitable.

- vii. Where the Master gives consent for his apprentice to ride any form of exercise on horses belonging to another person, he must satisfy himself that his apprentice is covered by insurance in the event of an accident.
- viii. If during the period of this agreement dispute arises between both parties whereby the apprentice terminates his employment or absents himself from the Master employment, except in the event of sickness the Master must inform the Irish Horseracing Regulatory Board immediately. ix. Arrange transport of the Apprentice to and from racecourses, when contracted to ride.
- x. Ensure that the Apprentice is supplied with and wears an approved skull cap and body protector when always riding out.
- xi. If at any point throughout this agreement, the Master believes the apprentice is unfit to achieve the minimum rides, requires extra training, or there is a breakdown in communication, the responsibility is that of the Master to inform the IHRB.

Failure for a Master to uphold their responsibility to their apprentice, will result in the Master coming before the Licensing Committee for review.

### **RESPONSIBILITIES AND DUTIES OF THE APPRENTICE**

6. The Apprentice with the Guardian as surety until the Apprentice reaches the age of 18 years jointly and respectively agree with the Master that the Apprentice will:

- a) During the Apprenticeship faithfully and honestly serve, to the best of their ability, attend to the Master's business.
- b) Not discuss any information of a confidential nature relating to the Master's business or the business of any third party the master owes an obligation of confidence to, or after your employment except in the proper course of their employment or as required by law.
- c) The Apprentice acknowledges that they are forbidden from race riding or riding work for any other person unless consent from the Master has been received or by the Master's appointed authorized person in their absence.
  - i. Inform the Irish Horseracing Regulatory Board immediately if during this agreement a dispute arises between both parties whereby the apprentice terminates his employment or absents himself from the Master's employment, except in the event of sickness.

- ii. Give a minimum notice of two weeks to the Master regarding termination of employment.
  - i. Should the Apprentice terminate his employment with the Master within the first 3 months of the Licensing year, the Apprentice must reimburse the Master **100%** of the Apprentice License fee.
  - ii. Should the Apprentice terminate his employment with the Master within the first 6 months of the Licensing year, the Apprentice must reimburse the Master **50%** of the Apprentice License fee.
  - iii. The above is applied if an Apprentice wishes to transfer to another Trainer.
- d) The Irish Horseracing Regulatory Board reserves the right to request, at any given time, proof from Apprentices that the remuneration package including holiday entitlement as specified in the agreement has been received.

### **REGISTRATION**

#### 7. The Master further agrees:

- a) To sign this Deed and submit it to the Irish Horseracing Regulatory Board.
- b) Shall obtain a license to ride for the Apprentice and to do so at his own expense.
- c) Upon satisfactory completion of the Apprentice term to endorse the Deed and it shall become the property of the Apprentice.
- d) To maintain his own Trainer's License for the duration of this Agreement.

### **OBLIGATIONS OF THE GUARDIAN**

- 8. The Guardian has entered into this Agreement for the purposes of guaranteeing the performance by the Apprentice of their duties while under the age of 18 years. The Guardian shall no longer be bound by this agreement once the Apprentice reaches the age of 18 years.

## TRANSFER

9. To transfer an apprentice indenture:

- a) Subject to the approval of the Licensing Committee this Deed of Apprenticeship may, with the consent of the Apprentice, (and if he is under 18 years of age of his Guardian) be transferred by the Master to another Trainer.
- b) With the consent of the Master, the Apprentice may absent himself from the Master's premises for such period as may be agreed for the purposes only of working in racing whether inside or outside of the country and solely for the purpose of advancing their career. Such consent shall be **in writing** and subject to the approval of the Licensing Committee and shall be for a period of not more than **four** months. For the duration of this period the Master shall not have the responsibilities for the Apprentice as set out in this agreement.

## RIDING FEES

10. All riding fees earned by the Apprentice shall be divided in the manner set out in the Schedule.

- a) The Apprentice's share shall be held on their behalf by Horse Racing Ireland (HRI). No earnings shall be released to the Apprentice until they reach the age of 18 years, unless a written request is submitted to HRI signed by both his Guardian and Master.
- b) After the Apprentice has reached the age of 18 years the monies will remain in their HRI account unless special arrangements are made for the release of any or all of the earnings.

## DISPUTES

11. Should any dispute arise between the parties to this Agreement then it shall be resolved as follows:

- a) The dispute will in the first instance be referred to the Secretary of the Licensing Committee who will act as a conciliator to see if agreement between the parties can be reached, a failing which shall come before the Licensing Committee.
- b) Where a dispute is found to be of a serious nature by the Secretary of the Licensing Committee, or if the dispute is not resolved within seven days the matter may then be brought before the Licensing Committee for deliberation. Such adjudication shall have all the powers of the Stewards of the Irish Horseracing Regulatory Board necessary for that purpose.
- c) Matters may go before the Referrals Committee, if deemed appropriate by the Licensing Committee.

- d) An appeal shall lie from the decision of the Referrals Committee to the Appeals Committee of the Irish Horseracing Regulatory Board.
- e) Where any Apprentice has been released from this agreement and wishes to be restored to this Apprenticeship, they must apply to the Licensing Committee who shall determine whether to approve re-admission.
- f) Where a dispute has been brought to the attention of the Secretary of the Licensing Committee, and remains unresolved, and the employment has been terminated, the Apprentice shall not be denied the right to earn a livelihood and can seek employment in any aspect of the thoroughbred industry. However, their license shall be suspended until the dispute is resolved.

## 12. CONDITIONS OF EMPLOYMENT

### SCHEDULE

#### Minimum Rate of Remuneration / Working Hours / Rest Periods

<u>Age 16 years to 17 years</u>	<p>As per statutory requirements as per WRC 2023 Working hours - a maximum of 8 hours a day, up to 40 hours a week.</p> <p>Only allowed to work between 6am and 10pm.</p> <p>Rest Periods – 30mins after 4.5hrs work; 12 consecutive hours off; 2 days off (consecutive where practical)</p> <p>NMW €7.91</p>
<u>Age 18 years and over</u>	<p>As per statutory requirements Working hours - up to 48 hours a week.</p> <p>Only allowed to work between 6am and 10pm.</p> <p>Rest Periods – 15mins after 4.5hrs work; 30mins after 6hrs work, 11 consecutive hours off; 2 days off (consecutive where practical)</p> <p>NMW €11.30</p>

#### Weekly Remuneration:

Weekly Wages Gross: €.....

Weekly Wages Net: €.....

## Pay-slips:

Please note that it is a requirement under law that pay-slips are provided to all paid personnel and evidence of such will be asked for before a licence is granted.

Are pay slips provided with wages?

Yes

☒ No

No

☐

Holidays per annum:

.....

If the applicant is required to work on Bank Holidays, is he/she paid or is there time off given in lieu of working?

.....

Is sick pay provided?

Yes

☐

No

☐

Does the employer provide a Pension Scheme?

Yes

☐

No

☐

If not, please note that it is a requirement under law to at least provide access for all employees to a Personal Retirement Savings Account (P.R.S.A.). More information in relation to pensions can be accessed through [www.pensionsauthority.ie](http://www.pensionsauthority.ie).

Grievances:

Each party can avail of the procedure set out in this Deed of Apprenticeship.

Riding Fees and Percentage of Stakes earned by Apprentice:



- a) 10 lb & 7 lb Claimer: Agents Fees (if applicable) to be deducted, then 60% of the balance to be paid to the Master and 40% of the balance to be paid to the Apprentice and held on their behalf in HRI. The Master to be responsible for the Valet expenses of the Apprentices.
- b) 5 lb Claimer: Agents Fees (if applicable) and Valet fees to be deducted, then 40% of the balance to be paid to the Master and 60% of the balance to be paid to the Apprentice and held on their behalf in HRI.
- c) 3 lb Claimer & Non-Claiming Apprentices: Agents Fees (if applicable) and Valet Fees to be deducted, then 20% of the balance to be paid to the Master and 80% of the balance to be paid to the Apprentice and held on his behalf in HRI.

### **MISCELLANEOUS**

13. Where reference is made to the Irish Horseracing Regulatory Board, the parties to this contract agree that the Irish Horseracing Regulatory Board can carry out its functions through any duly authorized Committee or any Official thereof.
14. From the date of signing of this Agreement it shall be binding on all the parties and any breach by either party of their obligations under this agreement shall constitute a breach of Rule 150 of the Rules of Racing and Irish National Hunt Steeplechase Rules and shall be considered by the Referrals Committee of the Irish Horseracing Regulatory Board. Any appeal against that decision can be made under Rule 256.
15. Both Master and Apprentice are advised to familiarise themselves with rules 150 to 153 in the current edition of the Rules of Racing.

### **SIGNATURES OF PARTIES AND WITNESSES**

IN **WITNESS** whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the **Master**

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In the presence of **(Witness)** \_\_\_\_\_

SIGNED SEALED AND DELIVERED by the **Apprentice**

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In the presence of **(Witness)** \_\_\_\_\_

SIGNED SEALED AND DELIVERED by the **Guardian (where necessary)**

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In the presence of **(Witness)** \_\_\_\_\_