

**Agreement dated**

Name of Employer (“the Employer”) ..... (1) and

Name of Employee (“the Trainer”) .....(2)

This statement sets out certain details of the terms and conditions of employment as they apply at ..... as required by Section 1 of the Employment Rights Act 1996<sup>1</sup>

**1. Particulars**

Date employment commenced . .....  
(Employment with any previous employer does not count as part of the employee's continuous employment)\* (The employee's continuous employment commenced on...  
.....)

**2. Job Title**

The job title is racehorse trainer. This does not limit the duties and the employer may require the Trainer from time to time to do any work within his/her capacity.

**3. Collective Agreement**

There is no collective agreement applicable to this employment.

**4. Place of Work**

The place of work is ..... (“the Stables”). However, the Trainer will be required to travel in the course of his/her employment.

**5. Accommodation**

For the proper performance of his/her duties the Trainer throughout the subsistence of this Agreement shall occupy the house/flat/bungalow (“the Accommodation”) situated at the Stables free of rent and Council Tax.

Upon determination of this Agreement for whatever reason the Trainer shall vacate the Accommodation and deliver up possession Provided that the Trainer will be given notice in accordance with clause 13 of this agreement or in the case of determination without notice for gross misconduct the Trainer will be given at least four weeks’ notice to vacate the Accommodation.

**6. Salary and benefits**

6.1 The Employer shall pay to the Trainer a salary of ..... p.a. to be paid by equal monthly instalments on the last day of every month such payment to be made by

cheque/direct credit transfer (*delete as appropriate*). The salary shall be subject to annual review on each anniversary of the commencement of the employment.

6.2 The Trainer is also entitled to<sup>2</sup>

6.3 The Employer will reimburse all reasonable expenses properly incurred by the Trainer in the conduct of his/her duties upon production to the Employer of satisfactory evidence of expenditure preferably VAT receipts. For single items in excess of £..... prior written consent to incur such expenses must be obtained by the Trainer from the Employer<sup>3</sup>.

## **7. Working Hours**

Normal hours of work (which shall be flexible at the discretion of the employer) are as required for the proper and efficient performance of the job. The employer may require overtime to be worked, and it may, in cases of emergency be requested on demand. The hours may vary where the employee is required to travel or be away from home in the day-to-day performance of his/her duties.<sup>4</sup>

## **8. Holidays**

You are entitled to ..... days holiday inclusive of Bank and Public Holidays with pay.<sup>5</sup> The Holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December or 1<sup>st</sup> July to 30<sup>th</sup> June (*delete as appropriate*). On termination the Trainer will be paid for any untaken holiday accrued at the rate of ..... days per completed month in the calendar year. Holidays to be taken at times to be mutually agreed.

## **9. Sickness absence and sick pay**

The conditions relating to sickness and injury are<sup>6</sup>

## **10. Pension<sup>7</sup>**

## **11. Duties and responsibilities**

11.1. Subject to such reasonable and legal orders and directions as may from time to time be given by the Employer (all of which reasonable and legal orders and directions the Trainer shall obey observe and comply with) the Trainer shall have general control and management of the Stables and all persons employed in or about the same including the power to engage and dismiss employees in the Stables.

11.2. The Trainer shall manage the Stables with reasonable care and skill with due regard to the interest of the horses in his charge

11.3 The Trainer will at all times maintain his licence as a racehorse trainer and will comply with the British Horseracing Authority Rules of Racing and/or directions of the racing authorities. The Employer will take reasonable and proper steps as the Trainer may reasonably request to meet the Trainer's obligations under his licence.

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11.4. The Trainer shall be responsible for the entering running and placing of racehorses (after proper consultation with the owners thereof)

11.5. The Trainer shall not take other concurrent employment without the written consent of the Employer (such consent not to be unreasonably withheld)

11.6 The Trainer shall be entitled to be paid prize money percentages as set out in Rule (F)118 of the Rules of the British Horseracing Authority. In respect of foreign prize money, the Employer will pay to the Trainer a percentage at the same rate as if Rule (F)118 of the Rules of Racing applied or in accordance with the local rules (whichever is greater).

11.7. The Employer shall pay the fees laid down by the Rules of Racing for inspections of the Stables, licences and registrations of stable employees. Where the Trainer pays such fees, the Employer shall reimburse the same within 7 days of receipt of a written request for reimbursement.

11.8 The Employer shall provide proper books of account and other records and the Trainer shall regularly cause entries to be made therein of all monies received and paid, of all goods received and delivered and all other particulars and matters necessary to show the dealings in relation to the business. Such books shall be kept at the Stables and be open to the inspection of the Employer and/or his accountants and the Trainer shall give all information and explanations with reference to such amounts or to any other matters relating to the business which the Employer may reasonably require.

11.9. The Employer shall reimburse the Trainer all pension contributions properly paid and Racing Industry Accident Benefit Scheme dues paid by the Trainer as the licence holder to eligible employees on the stable staff register, such reimbursement to be made within 7 days of receipt of a written request for reimbursement.

## **12. Disciplinary rules, disciplinary procedures, appeal and grievance procedures<sup>s</sup>**

### **13. Termination of employment**

This agreement may be terminated by a minimum of three months notice in writing by either side.

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## **End Notes**

1. *Date inserted must be date of statement or a date not more than 7 days before the statement is given to the employee*
2. *Insert any other benefits such as use of car, private health insurance*
3. *Delete if employer and trainer agree different terms*
4. *the legal minimum holiday entitlement is 5.6 weeks which can include bank and public holidays. This can be capped at 28 days regardless of the number of in the standard working week. These 28 days can include bank and public holidays.*
5. *If the employer anticipates that the trainer may exceed an average of 48 hours per week averaged over a period of 17 weeks then the trainer should be asked to sign an opt out agreement so as to avoid contravention of the Working Time Regulations. Employment cannot be conditional upon signing such an opt out.*
6. *Either set out here the conditions relating to sick pay or set out in a separate document which the Employer should give to the Trainer at the same time as the agreement. Statutory Sick Pay as of April 2009 is £79.15 per week, for up to 28 weeks. The parties may wish to agree that the Trainer will be paid his usual wage for a set period of time if absent sick.*
7. *Set out any terms and conditions relating to pensions and pensions schemes, including statement of whether a contracting-out certification under the Pensions Schemes Act 1993 is in force in respect of the employment. The amount of any contribution towards a pension scheme is for the parties to negotiate. There is no obligation upon an employer to make any provision. However if the employer has over 5 employees access to a stakeholder pension scheme must be provided.*
8. *The Trainer should be referred to any disciplinary rules that apply and the procedures relating to discipline and dismissal. Any such procedures must comply with the statutory dispute resolution procedure. It is preferable to have the rules and procedures set out in separate documents and to have these as non-contractual procedures. The Trainer must be advised to whom he can apply (identified by job title, name or in some other way) with any grievance relating to his/her employment. The way in which grievance applications should be made must also be specified.*

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