

# SAROA NEWS

ALL THE LATEST NEWS FROM THE SOUTH AUSTRALIAN  
RACEHORSE ASSOCIATION

RICHARD STAFFORD - SAROA SECRETARY REPORTS

## OWNER OF THE MONTH



Beluga Blue

This month's successful nomination for Owner of the Month was Sam Scaffidi-Muta for Impulse Diavolo and Beluga Blue, both of whom won at Morphettville Parks on October 10th.

Impulse Diavolo is by Myboycharlie from Elvish (Elusive Quality). Trained by David Jolly, the 4 year old gelding has now won twice from nine starts and placed four times for stakes of \$46,000. Since his win he has picked up three cheques including two seconds in three starts. Lightly raced, this gelding shows plenty of promise and it would be no surprise if he achieved more successes for Sam and his fellow owners.

Beluga Blue a 3 year old filly bred and part owned by another member Harry

Perks is by Looking At Lucky from Choice Of Colours (a Redoute's Choice mare). Her win at Morphettville Parks in the listed Hill Smith Stakes was followed by a game second to Ambience in the Wakeful Stakes (Group 2) at Flemington.

Her record at the time of writing was 8 starts for 2 wins, 2 seconds and a third. She appears to be a promising staying filly and again is lightly raced.

Beluga Blue is a half-sister to Burgundy Blast and is owned in similar interests. Since then the mare (Choice Of Colours) has visited New Approach, Rebel Raider and has been served again by Burgundy Blast's sire Bernandini.

Both horses are lightly raced and we trust they will continue to provide excitement and success for their owners.

## ARE FORMAL AGREEMENTS NECESSARY

The proposed Trainer's Security Mandate (payment mandate) rules currently slated for introduction in March or April 2016, includes a requirement for a

written contract to be in place between owner and trainer. In addition there will be a requirement for a joint ownership contract to be in place between part owners. There are draft versions of each of these documents available and while there is some flexibility in the content that can be modified on agreement between the parties, there will be several mandatory clauses that must be present in these agreements.

For most owners in South Australia these are relatively uncharted waters, those

who have shares in horses purchased via registered syndicators will most likely have seen a joint owners' agreement of some sort. As a former syndicator, I know that the syndicates for which I was responsible all incorporated such an agreement which was detailed in the prospectus for the syndicate. While this was the case with the syndicates I initiated, I have never

## OWNER OF THE MONTH

### NOVEMBER WINNER: SAM SCAFFIDI-MUTA

### OWNER OF IMPULSE DIAVOLO BELUGA BLUE

been asked to sign any such agreement for any of the horse shares I have purchased privately.

The joint owners' agreement is fairly self-explanatory and really only serves to formalise the responsibilities that each owner has to the other owners. As such we at SAROA have no real concerns about the requirement for such an agreement although we question whether there is any necessity for such an agreement to be mandated for by a rule of racing.

Trainer/Owner agreements are a different matter. There is an Australian Trainers Association (ATA) document which outlines the ATA view of training terms and conditions. SAROA have in the past advised owners that in our view there are a number of aspects to these terms and conditions which we believe are prejudicial to the interests of owners. For the sake of brevity, we will not detail our concerns with the ATA terms and conditions here, we would however urge owners to review carefully any such terms and conditions which they may be bound by.

These terms and conditions must be advised to owners and are then considered to have been accepted unless challenged by the individual owner. In the past the most common method of advising the owner of the terms and conditions was to print them on the back of the trainer invoice. The owner acknowledges their implicit agreement to these terms by paying the invoice or part thereof. In more recent times however, most owners are invoiced via e-mail so trainers cannot rely on printed invoices - in this case if the trainer wishes to enforce the ATA terms and conditions, they must be e-mailed to the owner at least with the first invoice.

The draft contract published by Racing Australia as part of the documentation relating to the Trainer's Security Mandate is in the main a less prescriptive document. It eliminates from the basic contract a number of the areas with which SAROA has issues in the ATA

document. The proposed contract does of course include provision for the payment mandate which is strongly opposed by SAROA.

Regrettably, the days when arrangements between owners and trainers and those between joint owners could be verbal, sealed by a handshake, seem to be long gone. SAROA does not, in principle, object to formalising these arrangements however we urge all owners to examine any contract they are asked to sign to ensure that their interests are dealt with fairly.

Another area where I have recently seen problems arising due to the absence of contracts involves agistment providers and owners. My experience here is mixed as some trainers include agistment costs in their invoices while others pass the responsibility for billing owners to the agistment provider. In the latter case there may well be no arrangement between the agistment property and the owner, in fact the first contact between the two may well be on receipt of the initial invoice for agistment.

I have been made aware of problems arising with both non-payment of agistment charges and with the rights and responsibilities of the agistment property as they relate to the health and safety of the horses under their care. There would seem to be some justification for a simple agistment agreement to be in place to clarify these issues.

#### **SAROA WEBSITE**

Development of the new SAROA website is continuing and as part of that project we have worked on a new logo for SAROA. The new logo has been virtually finalised and will be phased in over time. The need for a new logo has arisen as we believe that the logo needs to be modernised, that the logo is rather similar to several others and that the current logo does not highlight the SAROA name.

#### **OWNER OF THE MONTH**

**Owner of the month**  
nominations can be made by email or letter or even by a phone call to me; nominations should be received by 10th day of the following month. Nominations can come from the owner or a friend, acquaintance or family member but the nominee must be a SAROA member.

We also prefer that the application is combined with a good story about the horse involved, as this award is just as applicable to lowly maiden winners as it is to winners of feature races.

Our committee review all nominations then select the monthly winner, who will receive a \$100 voucher, kindly donated by SAROA members Jenny and Wayne Francis to be used at any of the Francis group of hotels - namely the Elephant and Castle, The Port Noarlunga, the OG and the German Arms hotels.

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