

Application for Permit to Train

PLEASE NOTE: By signing below I agree to pay all fees personally and comply with all provisions of the Training Agreement

APPLICATION TYPE

☐

Permit to Train:

☐ **Permanent:** Annually

☐ **Visitor:** Monthly, expires in 3 months
(Note: visitor fees apply)

Approximate Number of Horses per day:

RIDER (IF KNOWN) / STAFF DETAILS

<u>Name</u>	<u>Role and Licence (if applicable)</u>
1.	
2.	
3.	
4.	
5.	

PAYMENT DETAILS

Method: Cash / Cheque / CC

Name on Credit Card: _____

VISA / MASTERCARD / AMEX (Additional Fees apply for Credit Cards)

Credit Card Number: _____ Expiry: ____/____ CVC: _____

TRAINER DETAILS (please advise any changes)

Trainers Name: _____

Licence Details: _____

Address: _____ Post Code: _____

Phone: _____ Email: _____

I certify that the above particulars are true and correct and I undertake to be bound by the Training Agreement in relation to the use of the Club's facilities and I further undertake to advise the Club of any alteration to the above particulars.

Signed: _____

Date: _____

PERMIT

We are pleased to advise that your application for a Permit has been approved. From the date of issue of this Permit, you may use the Club's facilities subject to the Training Agreement and the payment of fees by the Trainer.

Granted to:

[]

[]

PERMIT DETAILS

☐

Permit to Train:

☐

Permanent: Monthly

☐

Visitor: Monthly, expires in 3 months

from the date specified _____.

APPROVED

Issued on behalf of the Club:

Signed:

Date:

Name:

Position:

Training Agreement

The Townsville Turf Club Training Agreement – Standard Terms apply to the use of training facilities at the Club.

Club Details:

1. Club:	Townsville Turf Club Inc
2. Club Address:	1 – 105 Racecourse Road Cluden, QLD 4811
3. Fees: All fees are exclusive of GST.	Permit to Train - Permanent: Weekly Fee/Horse: \$42.50 incl GST (including swim and walker) Additional Training: Standard Fee: Jumpouts/horse: \$60 incl GST Grass Gallops/horse: \$35 incl GST
4. Permitted Hours:	Course Proper: as notified Training track (sand): 3:30 am to 8:00 am / Monday to Saturday 3:30 am to 7:00 am / Jump Out Mornings Pool: 8:00am to 5:00 pm / Monday to Sunday Walker: 3:30 am to 5:00 pm / Monday to Friday 6:00 am to 5:00 pm / Weekend Jump Outs: Nominate by: 12:00pm day prior racing@cludenpark.com.au
5. Version Date:	April 2024

Training Agreement – Standard Terms

1 Definitions

1.1 Definitions

In the Applicable Terms, unless the context otherwise requires:

- (a) **“Applicable Terms”** means the Standard Terms, the Club Specific Terms (if any), the Permit and any conditions placed on a Permit.
- (b) **“Club”** means the Club referred to in the Details.
- (c) **“Club Specific Terms”** means any further terms and conditions set by the Club in the Details or added by the Club from time to time.
- (d) **“Confidential Information”** means any information about, or arising out of or in relation to, the Club and people associated with the Club, except to the extent such information is in the public domain.
- (e) **“Details”** means the document attached to these Standard Terms referred to as the Details, or any other such cover sheet or information supplied with these Standard Terms specifying the applicable Club.
- (f) **“Equipment”** includes any equipment, vehicles, trailers, machines, riding or training items, gear, materials, tools, markers or objects.
- (g) **“Facilities”** means any part of the premises used by the Club including the facilities, venues, buildings, tracks, activities, services or aspects of the Club of any kind.
- (h) **“Fees”** means the fees set out in the Training Agreement or otherwise as notified by the Club in writing from time to time.
- (i) **“Legislation”** means the Racing Act, Racing Integrity Act, and all subordinate legislation, standards or Rules of Racing applicable under them.
- (j) **“Permit”** means a permit issued pursuant to the Standard Terms or Club Specific Terms, including a Permit to Train and a Permit to Occupy.
- (k) **“Permit to Train”** means a Permit allowing training of horses, including either a Permit to Train – Permanent or a Permit to Train – Visitor.
- (l) **“Personnel”** means all employees, agents, directors or contractors of a Trainer.
- (m) **“QRIC”** means the Queensland Racing

Integrity Commission as defined in the Racing Integrity Act.

- (n) **“Rules of Racing”** means the Australian Rules of Racing, and the Local Rules, as applicable in Queensland to thoroughbred racing from time to time.
- (o) **“Stable Return”** has the same meaning as in the Rules of Racing.
- (p) **“Stewards”** has the same meaning as in the Rules of Racing.
- (q) **“Trainer”** means the Trainer as named in the relevant Permit.
- (r) **“Training Supervisor”** means the relevant person appointed by the Club to supervise the training of horses at the track.
- (s) **“Visitor”** means any invitee of the Trainer, including but not limited to the owner or part-owner of any horse trained by the Trainer at the track.

2 Key Terms

2.1 Applications

- (a) All applications for a Permit must be in writing and addressed to the Club, and such application must agree to comply with the Applicable Terms.
- (b) The Club will consider each application for a Permit before issuing the relevant Permit, and approval of any Permit, including any application conditions, will be in the Club's absolute discretion.
- (c) The application for a Permit to Train must state the maximum number of horses to be trained at the Facilities on any one day.

2.2 Adherence

- (a) All persons using the Facilities will be deemed to have read, understood and accepted the Applicable Terms.
- (b) It is the responsibility of each Trainer using the Facilities to ensure their Personnel and Visitors have each read, and understand, the Applicable Terms and that they are to be bound to comply with the Applicable Terms.
- (c) Trainers are responsible for the conduct of their Personnel and Visitors at the Club as if their acts were the acts of the Trainer.
- (d) Trainers are responsible for ensuring each horse in its care complies with the Applicable Terms.

Training Agreement – Standard Terms

2.3 Licence and Rules

- (a) Subject to subclause (c), Trainers and their Personnel must, always, have an appropriate licence issued under the Legislation and comply with the Rules of Racing.
- (b) The Club may request proof of any licence held by a Trainer or their Personnel at any time.
- (c) The Club may decide to grant a Permit to a Trainer where the Trainer has applied for but not obtained an appropriate licence issued under the Legislation provided that:
 - (i) the Trainer must not use the Facilities until after the appropriate licence has been issued (irrespective of the Start Date noted on the Permit); and
 - (ii) if the Trainer's application for a licence is rejected, the Permit will be deemed null and void.
- (d) The Club may require the Trainer to provide a National Police Certificate for the Trainer and/or any Personnel at any time.

2.4 Conduct Rules

- (a) All persons utilising the Facilities must observe reasonable and proper conduct and only enter Facilities as permitted by the Applicable Terms.
- (b) Except to the extent expressly permitted otherwise by the Applicable Terms, Trainers and their Personnel and Visitors must also comply with any terms and conditions applying to the use of the Facilities by public patrons.
- (c) The Trainer and their Personnel and Visitors must always comply with:
 - (i) the Rules of Racing and the Legislation;
 - (ii) any law including but not limited to Queensland workplace health and safety legislation;
 - (iii) Queensland health directives, COVID-19 regulations and any COVID-19 or other health or safety directives issued by the Club from time to time; and
 - (iv) all lawful instructions issued by the Club, the Stewards, QRIC, Racing Queensland or any other proper authority.
- (d) Any breach of the Applicable Terms may result in action being taken by Club

including but not limited to:

- (i) suspension or termination of the Permit;
 - (ii) being refused the use of the Facilities for such period as determined by Club;
 - (iii) being reported to the Stewards;
 - (iv) being referred to the QRIC, Racing Queensland, Queensland Police or any other appropriate authority.
- (e) Only horses with a current Stable Return lodged in the name of the Trainer may attend the Club or use any Facilities.
 - (f) Trainers must not, and must ensure their Personnel and Visitors do not, move, adjust, alter or interfere with any Equipment owned by the Club, except where approved by the Club.
 - (g) Trainers must not bring the Club into disrepute by their actions, words or any publications.

2.5 Safety

- (a) The Work Health and Safety Act 2011 and its coexisting Regulation (Work Health and Safety Regulation 2011) govern workplace health and safety in Queensland.
- (b) The objective of the Act is: "to prevent a person's death, injury or illness being caused by a workplace, by workplace activities, or by specified high risk plan."
- (c) The Work Health and Safety Act 2011, places duty of care obligations on all persons in the workplace.
- (d) Failure to discharge a workplace health and safety obligation is an offence against the Act and could lead to prosecution.
- (e) The Trainer and their Personnel and Visitors must comply with all requirements of the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011.
- (f) The Trainer and each of their Personnel and Visitors must obey all directions of the Club or Training Supervisor whilst at the Facilities.
- (g) The Trainer is responsible for the proper supervision of their Personnel and Visitors at all times.
- (h) The Trainer must ensure that all their Equipment is in safe and proper condition for its intended purpose.

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- (i) The Trainer must ensure that one of their Personnel always supervises each horse at all times.
- (j) The Trainer and their Personnel must inspect the Facilities before use, and only use the Facilities in a manner which is safe based on their condition.
- (k) All Personnel must comply with dress and safety requirements in accordance with the Rules of Racing while riding, and must:
 - (i) wear an approved skullcap or helmet with the chinstrap fastened;
 - (ii) wear riding or other approved boots and have safety irons;
 - (iii) wear an approved safety vest; and
 - (iv) use lamps in hours of darkness.
- (l) No Trainer vehicles are permitted on any track.
- (m) Trainers acknowledge that any injuries or near misses to any person must be notified to the Training Supervisor and the Club immediately.
- (n) The Trainer acknowledges that a Training Supervisor may not be appointed by the Club or may not be at the Club at all hours of operation, and no liability arises due to any absence, action or inaction of any Training Supervisor.
- (o) Trainers must take appropriate care at all times when using the Facilities.

2.6 Animal Welfare

- (a) No horse is to be mistreated in any way.
- (b) The Training Supervisor and Club must be notified of any injury, illness or disease of any horse, including minor cuts and abrasions.
- (c) Any horse suffering from any injury, illness or disease must not use the Facilities at any time, unless specifically approved by the Club in writing.
- (d) Any horse incapacitated or destroyed at the Facilities can be removed only with the permission of the Training Supervisor or the Club.

2.7 Anti-Discrimination and Bullying

- (a) All persons must be treated fairly and must not be discriminated against on the basis of any personal attribute.
- (b) Sexual harassment is an unacceptable and unlawful form of behaviour that will not be tolerated under any circumstances.

- (c) Bullying is unacceptable and will not be tolerated.
- (d) Any instances of discrimination, sexual harassment or bullying must be reported to the Club immediately.

2.8 Recordings and Information

- (a) No recording of any Club logo, name, Facilities, locations, patrons or other people in attendance may be taken, including using images, video, sound, digital stream, or data, without express prior written consent from the Club.
- (b) No commercial use of any images, video, sound or data taken at the Club or in or around the Facilities is permitted without express prior written consent from the Club.
- (c) The Trainer and their Personnel and Visitors may not disclose any Confidential Information to any third party without prior written consent or as otherwise required by law.
- (d) Trainers and their Personnel and Visitors consent to:
 - (i) themselves and their horses being recorded by any means (including but not limited to audio and visual recordings by television cameras and photographers); and
 - (ii) the commercial exploitation, throughout the world, of any such recordings by any means by the Club, Racing Queensland and their commercial partners without compensation.

2.9 Communications

- (a) The Club may communicate via SMS or telephone with Trainers, and Trainers must advise their mobile phone number to the Club.
- (b) The Club may post messages within the Facilities, including any amendment to these terms.
- (c) All questions, queries and complaints are to be directed to the Townsville Turf Club office either by email to racing@cludenpark.com.au or via phone 07 4778 2400.
- (d) Respectful communications are required at all times.

2.10 Record Keeping

- (a) The Club's own records of the Trainer's

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use of the Facilities will be presumed to be correct.

- (b) An invoice issued to the Trainer by the Club will be deemed to be correct unless the Trainer is able to provide evidence to the contrary.

2.11 Fees and Payment

- (a) The Fees must be paid by the Trainer.
- (b) All Fees may be adjusted at any time by written notice from the Club.
- (c) No Trainer will be permitted to use the Facilities whilst monies are outstanding for training or other fees in connection with racing.
- (d) All Fees are to be paid within fourteen (14) days of invoice.
- (e) The Club may require payment under direct debit authority or by credit card authority, at any time.

3 Training

3.1 Permit to Train – Permanent

- (a) All permanent locally-based Trainers are required to apply for a Permit to Train – Permanent prior to training on the Club's property or using the Facilities.
- (b) Holders of a Permit to Train – Permanent will pay the Fees for use of the Facilities.

3.2 Permit to Train – Visitors

- (a) Any visiting Trainer wishing to train on the Club's property or to use the Facilities must apply for a Permit to Train – Visitor.
- (b) Any visiting trainer must notify the Club office before using the Facilities.
- (c) Any Trainer operating under a Permit to Train – Visitor must pay the relevant fees for use of the Facilities as notified from time to time.
- (d) A Permit to Train – Visitor expires after three (3) months, and any Trainer using such a Permit must receive a new Permit to Train – Visitor, or another Permit, prior to expiry.

3.3 Use of Training Facilities

- (a) A Permit to Train allows the use of the common track and training Facilities.
- (b) The Trainer is not authorised to allow any third party to use the Facilities and may not assign the rights under a Permit to Train.

4 Prohibitions and Operational Rules

4.1 General Prohibitions

- (a) No more than one (1) horse is to be led together at any time by the same person.
- (b) Children under 14 years are not permitted in proximity of horse stalls or associated areas.
- (c) Dogs and other pets are not allowed at the Club without permission and may be removed by the Club without notice at any time.
- (d) The Trainer understands and accepts that the Club will not be responsible for any loss suffered because of a horse being left unattended at any time.
- (e) Whilst being led, a horse must always be fitted with a bridle or head collar with a bit or stallion chain attached.
- (f) Unruly horses may, at the sole discretion of the Training Supervisor, be restricted in the way they use the Facilities.
- (g) No smoking is permitted on track, or in any building. Smoking is only permitted in designated areas.
- (h) No smoking or use of mobile phones is permitted while mounted.
- (i) No alcohol is to be brought on to Club property. Alcohol served by the Club is to be consumed strictly within those areas nominated by the Club.

4.2 Access

- (a) All horses being led to and from track-work or other activities are to use public roads, access paths or other designated pathways.
- (b) Horses must use designated entry and exit gaps to tracks.

4.3 On Track

- (a) All Personnel of a Trainer who will be riding horses must be specifically notified to the Club in advance.
- (b) Trainers acknowledge that any Personnel who fail to observe the regulations concerning dress, use of correct Equipment or fail to observe the rules for exercising horses at the Facilities may be refused access to the Facilities.
- (c) No horses are to be exercised on a lead from another horse or animal on any track where fast work may be conducted. No hacks or lead ponies are allowed on tracks

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- without approval from the Training Supervisor.
- (d) Horses being ridden must be fully saddled and bridled with Equipment in sound condition.
 - (e) Horses working are limited to two-abreast unless otherwise approved by the Training Supervisor.
 - (f) On entering or leaving the tracks, horses must be walked, must be kept to the right-hand side of any crossings and must be no more than two-abreast.
 - (g) Horses entering or exiting the training tracks must give way to horses working on tracks.
 - (h) Horses must only be pulled up as close to the exit gap on the back straight of the sand training track as possible (approximate 1200m mark adjacent to back work shed). Riders must move towards the outside of the track before returning through the back gap.
 - (i) If a horse requires additional educating, trainers are to liaise with the Club to gain access to the Facilities at specific times for educational purposes only and to follow the completion of normal track work.
 - (j) Children under 14 years are not permitted in direct proximity of any track.
 - (k) Horses being given slow work must always keep to the outside of the track and give way to fast working horses on the rail.
 - (l) Fast work is to be conducted on the inside portion of the track.
 - (m) Personnel riding horses must keep a safe distance from other horses.
 - (n) No trot or canter is permitted on any track except where specifically approved by the Club.
 - (o) No horse shall be left unattended at the training or tie up stalls during morning track work or at any other time.
 - (p) No entry is permitted onto any track when warning lights, signs, announcements, bells or sirens are active. All galloping horses must be slowed or pulled up immediately when warning lights, signs, announcements, bells or sirens are active. No track work is to resume until "all clear" is given.
 - (q) No entry onto any part of a track blocked off by markers. Where "gallop markers" are in place, work must be strictly within the designated area of the markers.
 - (r) Yearlings and uneducated horses are not to be taken onto the tracks before daylight unless otherwise approved by the Training Supervisor.
 - (s) No horse shall be allowed to graze on any track.
 - (t) Unruly horses may, at the sole discretion of the Club, be banned, required to be led onto any track or required to be exercised at specific times.
 - (u) All track work is weather permitting, and areas of the track may be closed or restricted as a result. The Training Supervisor may close the track if it determines that weather conditions are unsafe.
 - (v) Horses must be removed promptly from the track on completion of work.
 - (w) While horses are being worked no person shall go on the tracks, or stand near the gates of the same, except the Trainer and Personnel engaged in training, or others authorised by the Club or Training Supervisor.
 - (x) Any Personnel engaged in riding may be suspended from riding work if, in the opinion of the Club, they do not have the level of competence required.
- ### 4.4 Float and Carpark Areas
- (a) Exercising horses in the car park is prohibited.
 - (b) Trainers are to ensure float parking and car parking areas utilised are always kept clean and tidy.
 - (c) Cleaning of manure from horse floats on to the surface of float car parks is prohibited. It is the responsibility of the Trainer or their Personnel to dispose of this material in a proper manner.
- ### 4.5 Horse Walker
- (a) Horses are not to be left unsupervised on the horse walker.
 - (b) Under no circumstances will any horse be tied or hitched to any part of the walker.
 - (c) The machine can be used in either clockwise or anti-clockwise direction, however direction is not to be changed without direct consultation with the first user.
 - (d) Where multiple users wish to use the horse walker:

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- (i) no Trainer may use more than 3 horses on the horse walker at any time, and consideration and courtesy to other users must be shown; and
- (ii) the speed of the horse walker will be as set by the Club and must not be adjusted without permission.

4.6 Tie-Up Stalls

- (a) Only authorised Personnel are permitted in the tie-up stalls during training activities.
- (b) The tie-up stall area is to be left in a clean and tidy condition after each use.
- (c) Tie-up stalls to be clear of horses 30 minutes after track closing times.
- (d) The Trainer must leave stalls in a clean and tidy condition. The area is to be left free of personal belongings and equipment and manure and rubbish is to be removed after each use.

4.7 Sand Rolls and Hose Down Bays

- (a) No horse shall be left unattended in a sand roll or hose down bay.
- (b) No horse may be ridden in the sand roll. Personnel must remain outside the sand roll with the gate closed.
- (c) No horse suffering an ailment or skin disease shall be permitted to use the sand roll.
- (d) No horse shall be permitted to utilise the wash bay facilities who have not utilised the facilities in the hour prior i.e. horses returning from beach work.
- (e) No horse to be tethered to water taps.
- (f) Water taps must be turned off after use.
- (g) Droppings are to be removed from the sand roll or hose down bays by the Personnel in charge of the horse.

4.8 Swimming Pool

- (a) Horses are to be swum using lead ropes or pole by any Personnel. All Personnel must have completed induction into the swimming pool procedures.
- (b) The Trainer must notify the Club if a horse is using the pool for the first time.
- (c) Horses must be in a clean and healthy state. No horse with respiratory tract problems, exposed cuts or abrasions, or any communicable disease or infection is permitted to enter the pool.
- (d) Bandages and tapes must be secured to

the satisfaction of the Club attendant. The Trainer authorises the Club attendant to order the removal of any unsecured bandage or tape prior to the horse entering the pool.

- (e) No more than 1 horse may enter the pool at any time.
- (f) Horses using the pool of a morning must give way to ridden horse traffic.
- (g) The Club may close the pool at any time, including during any weather event or for repairs or maintenance.

4.9 Jump Outs

- (a) Jump outs may be conducted by the Club, at the times nominated by the Club, and horses must be nominated by the time set by the Club.
- (b) Failure to have the nominated horse in the mounting yard in a timely fashion will result in the scratching of the horse from the jump out. An invoice will still be issued for the applicable Fees associated with the jump out.
- (c) Once the barriers are on the track, all other horses must be off the track.

5 General Provisions

5.1 Default and Termination

- (a) The Trainer may terminate this agreement on the giving of 14 days written notice to the Club.
- (b) The Trainer will be in default of this agreement if:
 - (i) any monies payable by the Trainer remain unpaid for seven (7) days after becoming due (whether formally demanded or not); or
 - (ii) the Trainer or its Personnel fail to comply with any covenant of the Applicable Terms.
- (c) If the Trainer is in default of this agreement, the Club may do any of the following:
 - (i) in the case of a serious default, terminate the Permit effective immediately;
 - (ii) otherwise require the Trainer to show cause as to why the Club should not terminate the Permit; and
 - (iii) in the case of an emergency or during any show cause period, suspend the Permit upon the giving of written

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notice.

- (d) If a Trainer is required to show cause under subclause (b)(ii):
 - (i) the Trainer may provide any supporting material to the Club within seven (7) days or such longer period provided by the Club acting reasonably; and
 - (ii) the Club will make a decision by the date that is the later of seven (7) days of receiving a response from the Trainer or fourteen (14) days after the Trainer was required to show cause.
- (e) In this clause, “serious default” means:
 - (i) ceasing to hold an appropriate licence issued under the Legislation;
 - (ii) a failure to remedy a default of this agreement within fourteen (14) days of receiving a notice identifying the default and requiring the default to be remedied;
 - (iii) causing a serious risk to health and safety at the Club or a serious risk to the reputation or profitability of the Club; or
 - (iv) any serious or persistent breach of this agreement which is incapable of being remedied in the opinion of the Club acting reasonably.

5.2 Indemnity and Hold Harmless

- (a) The Trainer and their Personnel and Visitors each enter the Club and use the Facilities at their own risk.
- (b) The Club makes no warranty as to the suitability of any part of the Facilities and may change or vary the Facilities in its sole direction.
- (c) Trainers must ensure horse owners understand and accept that the Club has no liability for loss suffered in relation to any horse while at the Club.
- (d) The Trainer and their Personnel and Visitors all acknowledge and agree that horse racing and horse training are inherently dangerous and are activities with obvious risk.
- (e) The Trainer indemnifies the Club, Racing Queensland, QRIC, and each of their respective representatives, agents, volunteers or employees, against any claim brought by or on behalf of the Trainer, their Personnel or Visitors for any loss or damage of any kind arising out of or in relation to any accident, damage, injury

or incident that occurs at or in the vicinity of the Club except to the extent that the loss or damage was caused by a negligent act or omission of the Club or any of its representatives, agents, volunteers or employees. The Club's liability for any claim will be reduced proportionately to the extent that an act or omission of the Trainer or its Personnel contributed to the loss or damage.

- (f) The Trainer agrees to hold the Club, Racing Queensland, QRIC, and each of their respective representatives, agents, volunteers or employees, harmless from any claim brought by or on behalf of the Trainer, their Personnel or Visitors for any loss or damage of any kind arising out of or in relation to any accident, damage, injury or incident that occurs at or in the vicinity of the Club except to the extent that the loss or damage was caused by a negligent act or omission of the Club or any of its representatives, agents, volunteers or employees. The Club's liability for any claim will be reduced proportionately to the extent that an act or omission of the Trainer or its Personnel contributed to the loss or damage.

5.3 Insurance

At all times each Trainer must ensure that:

- (a) all Personnel are insured against all contingencies arising from any accident mishap or action of the Trainer or any of their Personnel;
- (b) workers compensation insurance is in place for all Personnel to the extent required by law;
- (c) all Equipment is insured against loss or damage from any cause for its full replacement value; and
- (d) the Trainer holds a public liability insurance policy under the Australian Trainers Association national insurance program, or if no such program is available always has public liability insurance coverage with a limit of liability of no less than \$10,000,000 at all times.

5.4 Amendments

The Club reserves the right, at any time, to:

- (a) amend the Standard Terms or Club Specific Terms; or
 - (b) impose further conditions on any Permit,
- and may notify Trainers of any such change in any way the Club deems fit.

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5.5 Precedence

- (a) To the extent of any inconsistency, the Club Specific Terms will prevail over the Standard Terms, and both will prevail over any other document other than the Legislation.
- (b) Later versions of any part of the Applicable Terms are deemed to have replaced any previous version.

5.6 Governing Law and Jurisdiction

The Applicable Terms are governed by the law in force in the State of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of that State.