

# **2017 ADELAIDE GREYHOUND AUCTION**

(For pups whelped between 1 October 2016 to 30 June 2017)

# Sunday 29 October 2017 **ENTRY FORM**



Entries close Friday 18 August 2017 at 4nm with GRSA

Sire				Dam		
	Sire Pedigree comi	nents		Dam Pedigree comments		
Whelping Date	Sex	Colour	Earbrand	Microchip	) Number	
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lame to annear in the co	atalogue—On Acco	unt of				
					le payable to this person*	
					Post Code	
				BSB Account Number		
Goods and Services Tax (						
are you registered for GS	ST? Yes / No	If yes, register	red name is			
lave you a registered AE	BN? Yes / No	If yes, register	red number			
you are not registered	for GST then you de	eclare that you are	a hobby breeder / o	wner? Yes / N	0	
• • •	• ,	•	•	•	nound Racing SA have been	
ppointed agents engage	·	, .	·	•		
	-			· · · · · · · · · · · · · · · · · · ·	ted information is true and try form. 55 Cardinan Street	
orrect to the best of my knowledge and I have read and agree to all condition gned Dated					Angle Park SA 501	
				TED UNLESS ALL DETAILS	<b>Postal.</b> PO Box 235 Regency Park SA 594	
BOVE ARE COMPLETED				Children Drinks	<b>Telephone.</b> 08 8243 710 <b>Fax.</b> 08 8268 287	
					Email. admin@grsa.com.a	

AN ENTRY FEE OF \$50 PER PUP (NON-REFUNDABLE) MUST ACCOMPANY THIS ENTRY FORM.

Website. www.grsa.com.au **ABN.** 39 094 569 525

RACING SA

Only dogs

# **TERMS AND CONDITIONS**

### 1. ELIGIBILITY

•All greyhounds nominated for the Industry Puppy Auction must be whelped between the 1st October 2016 and the 30th June 2017 (inclusive).

## 2. NOMINATION FEES AND COMMISSION

- •A non-refundable nomination fee of \$50 will be applicable for each individual greyhound
- •The Club will charge a fee of 11% (GST incl.) of the purchase price at the time of sale, which will be deducted from the purchase price.

### 3. NOMINATIONS

- •Nominations for the Auction will close on Friday 18th August 2017 at 4.00 pm with GRSA.
- •The official Auction nomination form must be completed in full including all breeding details and <u>pedigree comments</u>. If a greyhound's earbrand and microchip has not been completed at the time of nomination, please specify on what date this will be done.
- •The description, either as to quality, pedigree, engagements or otherwise for any lot offered is supplied by the Vendor who alone is responsible for its accuracy and the Auctioneer shall not be liable for any error in such description.
- •The Adelaide Greyhound Racing Club recommends that you (as nominator) of a greyhound/s in the 2017 Industry Puppy Auction seek your own/independent CPA advice in respect of any GST requirements arising from the sale.

## 4. CONDITIONS OF SALE

- •The Auction will be a 'Reserved Sale' auction. Reserve cards will be mandatory. The Vendor must advise the Auctioneer in writing of the reserve price for each lot before the lot is offered for Sale. Where no reserve card is provided the Vendor or his representative must attend in the Auctioneer's rostrum to advise the Auctioneer and will be required to sign a reserve card before leaving the rostrum. If there is no bid or does not reach the reserve, the lot will be passed in and the Vendor is to pay commission on the reserve price (on the day) should the Vendor wish the lot to be eligible for the race series' and exemptions.
- •If the Vendor does not wish to pay the commission, the greyhound will not be eligible to compete in the race series' or be eligible to receive the exemptions in regards to Grade 6.
- •A bid cannot be made or accepted after the fall of the hammer unless the Auctioneer decides to put the lot up again as a result of a disputed or void sale.
- •The last price called by the Auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.
- •In the event of a disputed bid, the Auctioneer is the sole arbitrator of the successful bidder or the Auctioneer may decide to put the lot up again.
- •The Auctioneer may refuse to accept a bid which, in the Auctioneer's opinion, is not in the best interests of the vendor and need not give reasons for doing so.
- •A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the Auctioneer a copy of written authority to bid for or on behalf of another person.
- •The successful bidder at the auction sale must give to the Auctioneer at the fall of the hammer the bid card number which identifies the purchaser.
- •As soon as practicable after the fall of the hammer, the buyer shall if requested by the agent, sign the agreement for sale.
- •If the purchaser fails to comply with any of these conditions, the lot or lots in respect of which such failure is made, may, if the Auctioneer thinks fit, be put up again and resold. If upon such resale a lower price is obtained for any such lots than was obtained upon the first sale the difference in price shall be a debt due from the purchaser in default upon the first sale.

# 5. OUTSIDE SALES

- A lot entered for sale at the Auction may be sold outside the Auction only in accordance with the following provisions:
- No lot shall be sold privately prior to the Auction without the Auctioneer's prior written consent.
- In the event of any prior sale the Auctioneer shall be entitled to commission as if the lot was sold under the hammer. The Vendor is to pay to the Auctioneer the commission on the average sale price on the day of the sale.
- Any lot passed in at the Auction shall, unless the Auctioneer waives this condition, remain on sale for a period of seven (7) working days after the date on which the Auction is advertised to be held. The Auctioneer shall be entitled to commission on any lot so sold as if it were sold under the hammer.

# 6. PRESENTATION OF GREYHOUNDS

- •All greyhounds accepted for the Auction must be kennelled on the day of the Auction by the times provided by the Club.
- •All greyhounds accepted for the Auction must be in a fit condition. It is the responsibility of the nominator to advise the Club of any known conditions that may affect the saleability or the racing ability of the greyhound. All greyhounds will be vetted prior to kennelling.
- •It is a prerequisite of the Club that all greyhounds selected for the sale must be earbranded and microchipped prior to the Auction and lodged prior to the sale all relevant papers which must be signed for sale by the vendor. These will be held in office until the completion of the Auction.

•All greyhounds accepted for the sale will be paraded in the sale ring by the nominator or his/her appointee. The nominator is responsible for producing the greyhound with a collar and lead.

## 7. AUCTION CONDUCT

- •A vendor is bound by these terms and conditions by offering a greyhound for sale by Auction.
- •An agent (which includes an Auctioneer) is bound by these terms and conditions by conducting an auction sale.
- •A buyer is bound by these terms and conditions by bidding at auction.
- •Only registered owners can bid on a greyhound.
- •Buyers will be given a registration number to bid with. Bidders must raise their hand to bid for a greyhound. No further bids will be taken after the fall of the hammer.
- •Any person who advances a bid on the lot shall do so on the express condition and understanding that should that person's bid be the highest bid and such bid accepted by the vendor then that person will be held personally liable for the price so agreed upon, regardless of the fact that they may be acting on behalf of another party, either disclosed or undisclosed to the vendor or his agents, provided however, that this condition shall not in any way negate the vendor's right to claim against any principal and in such case the bidders liability shall be constructed to be by way of guarantee.
- •Should any dispute arise between two or more parties the auctioneer shall adjudicate the dispute and his decision shall be final and binding.

#### 8. PAYMEN

- •The purchaser must pay GRSA within 30 minutes of the last greyhound sold.
- •Full payment must be made to GRSA before the vendor releases the greyhound.
- •Payment shall be made in the form of a personal cheque made out to 'Greyhound Racing SA Limited', EFTPOS, credit card and cash payments will also be accepted.
- •Within a reasonable period after received funds have cleared, GRSA will remit the purchase price to the vendor, less the 11% commission.
- •Title shall not pass to the purchaser until payment is made in full. The greyhound will be released to the purchaser once the purchaser has paid for the greyhound. The purchaser must arrange satisfactory transportation of the greyhound.
- •In the event that payment under clause 3.4(c) is made by personal cheque and that personal cheque does not clear in 3 business days:
- the vendor will be immediately entitled to demand the return of the greyhound
- within 24 hours of demand, the purchaser must make alternative arrangements for payment of the greyhound on terms satisfactory to both GRSA and the vendor, or return the greyhound to the vendor
- the purchaser will be liable to the vendor for any loss.

# 9. RACE

- •A major race series from the 2017 Industry Puppy Auction will be conducted in May 2019 on dates to be determined. There will also be a minor race series over 388m in April with the Heats and Final at Wednesday meetings and a 515m series in June with Heats on a Wednesday and Final on a Thursday.
- •A written nomination form must be lodged with GRSA prior to the meeting closing date for the heats of the series (closing time for nominations for the race to be advised at a later date).
- •It is the purchaser's responsibility to notify GRSA in writing of change of ownership or change of address. GRSA will not be held responsible for any problems arising from failure to do so.
- •Heats (as many as required) will be conducted for all series'.
- •All lots sold on the day of the sale are eligible for the race series' in 2019 subject to payment of commission.

# 10. PRIZEMONEY

- •The prizemoney for the major series Heats will be as per the normal Thursday night Special Event prizemoney levels. Prizemoney for the winner of the Final will be \$16,000 (50+ pups) or \$11,000 (less than 50 pups).
- •The prizemoney for the minor race series' will be normal budged prize money for the meetings.

# 11. BONUSES

•The following bonuses will be distributed to the nominator of each of the placegetters in the major series Final: 1st-\$3,500, 2nd-\$2,500, 3rd-\$1,500 (50+ pups).

# 12. SPECIAL EXEMPTION

•Non SA Bred greyhounds sold via the Auction will become eligible to receive the grading exemption in relation to Grade 6, as if they were SA Bred greyhounds. For clarification on this exemption please contact the GRSA Racing Department for more information.

# 13. AUCTION CANCELLATION

- •The Adelaide Greyhound Racing Club reserves the right to cancel the sale through lack of nominations or for any other unforeseen circumstances.
- •In the event that the Industry Puppy Auction is cancelled, all previously accepted nomination fees will be refunded in full.
- •The Adelaide Greyhound Racing Club accepts no liability whatsoever in the event that the Industry Puppy Auction is cancelled.