



2022 IPSWICH PUPPY AUCTION

TERMS AND CONDITIONS

By submitting a nomination form, each vendor agrees to be bound by these Terms and Conditions.

By nominating as a Buyer, each Buyer agrees to be bound by these Terms and Conditions.

All bids and offers to purchase shall be treated as offers made upon the following Terms and Conditions and all persons attending the Sale or bidding at the Sale shall be deemed to have notice of these Terms and Conditions.

1. Eligibility

- All greyhounds must be whelped between 1st October 2021 and 1st June 2022.
- Pups nominated to be auctioned by lodging a completed nomination form with IGRC together with the nomination fee by 4pm on 13th August 2022.
- Pups nominated for a direct entry ticket by lodging a completed nomination form with IGRC together with the nomination fee by 4pm on 13th August 2022.
- IGRC expressly reserves the right to refuse a nomination or to limit the number of greyhounds nominated by a Vendor for inclusion in the Ipswich Auction in its absolute discretion and without the need to provide reasons.

2. Fees

- Nomination Fee is \$110.00 per pup.
- The Commission Fee is 12% of the purchase price.
- Final Acceptance Fee is \$110.00 to be paid by 4pm 31st January 2024 to be eligible for the Series.
- Direct Entry Fee 1-2 Pups \$880 each, 3-4 pups \$770 each and 5 or more pups \$660 each.

3. Registration of Buyer

- A Buyer must have registered as a Bidder prior to the commencement of the Sale.

4. Inspection and examination

- All Greyhounds may be inspected on the morning of the Auction before the Auction commences. Any purchaser assumes all consequences and risk arising from failure to carry out an inspection of a Greyhound.

5. Reserve Price

- The minimum Reserve Price for each Greyhound is \$2,000. This result is a minimum of \$240 Commission Fee payable on each Greyhound.

- A Vendor may set a Reserve Price for a Greyhound above the minimum Reserve Price by written notice to the Club prior to commencement of the Auction following the process determined by the Auctioneer.

6. Sale of Greyhound

- The highest bidder (being the last bid accepted by the Auctioneer) is the Purchaser at the final bid price provided the bid is above the Reserve Price.
- If the highest bid is below the Reserve Price, the highest bidder will have the option to purchase the Greyhound at the Reserve Price. This option must be exercised prior to the Greyhound leaving the Sale ring.
- If a Greyhound is not sold, the Vendor must buy back the Greyhound at their nominated Reserve Price and pay the applicable Commission Fee.

7. Dispute

If a dispute arises concerning the bidding, the Auctioneer may:

- Determine the dispute; or
- Immediately put the Greyhound up for Sale at the last undisputed bid.

8. Auctioneer's rights and discretion

The Auctioneer has the right, in its absolute discretion to:

- Determine who is the Purchaser;
- Settle any dispute in such manner as it thinks fit;
- Advance the bidding as it thinks fit;
- Exclude any person from the Venue;
- refuse to acknowledge any bid without giving reasons; and/or

All Auctioneer's decisions are final and binding on all persons.

9. Auctioneer's announcements to take precedence

Any Auctioneer's announcement on the day of the Sale which are announcements from the Club will take precedence over:

- these Terms & Conditions; and
- any statements in the Sale Catalogue.

10. Payments

- The Purchaser must pay the purchase price of the Greyhound.
- The Purchaser must not, until the purchase price is paid, take ownership of the Greyhound.

- If the Purchaser fails to pay the purchase price by the due time of payment, the Purchaser must pay to the Club on demand all collection costs and expenses (including legal costs on a full recovery basis) incurred in recovering any payment from the Purchaser.
- It is the responsibility of the Purchaser to pay the purchase price of a Greyhound purchased at the auction. The Auctioneer holds no obligation to remind or prompt the purchaser for payment.

11. Payments to Vendor

- Notwithstanding any other term or condition contained in these Terms and Conditions, the Vendor irrevocably authorises and directs the Club to deduct from the purchase price for any Greyhound sold on behalf of the Vendor any moneys due and owing to the Club.

12. GST

- The Vendor must inform the Club prior to the commencement of the Sale as to the GST registration status of the Vendor.
- The GST registration status of each Vendor is noted on the catalogue page for each Greyhound offered.
- Where a Vendor is fully registered for GST, GST is payable on the purchase price of a Greyhound. The GST payable will be added to the final bid price.
- Where a Vendor is not registered for GST, no GST is payable on the purchase price.

13. Time of Delivery

- The Purchaser must remove their Greyhound from the Venue prior to the closure of the Venue on the day of the auction.
- The Purchaser must ensure it is satisfied with the identity of the Greyhound prior to its removal.

14. Title to Greyhound

- Notwithstanding any other provisions in these Terms and Conditions and notwithstanding that delivery of any Greyhound or possession obtained, title in a Greyhound does not pass to the Purchaser until all monies payable by the Purchaser to the Club and/or the Vendor pursuant to the Terms and Conditions have been received by the Auctioneer (and all bills of exchange tendered in payment of such monies have been honoured).
- Where delivery of any Greyhound is made to the Purchaser prior to title in the Greyhound passing to the Purchaser, the Purchaser holds the Greyhound as bailee only and must not deal with the Greyhound in any manner inconsistent with the reasonable directions which may be given from time to time by the Vendor and/or Auctioneer.
- Until title to the Greyhound has passed to the Purchaser, the Purchaser must not exercise or purport to exercise any rights of ownership or possession including, without limitation, registering or racing the Greyhound.

15. Risk and Expense

- Prior to the fall of the hammer, each Greyhound shall be at the risk and expense of the Vendor, and the Vendor shall indemnify the Auctioneer in respect of any pay to the Auctioneer on demand all loss, damage, costs and expenses incurred or suffered by the Auctioneer in respect of the Greyhound while the Greyhound is at the Vendor's risk and expense.
- On the fall of the hammer, each Greyhound shall be at the risk and expense in all respects of the Purchaser and the Purchaser shall indemnify the Auctioneer in respect of and pay to the Auctioneer on demand all loss, damage, costs and expense incurred or suffered by the Auctioneer in respect of the Greyhound while the Greyhound is at the Purchaser's risk and expense. In particular, the Purchaser will be liable for kennelling and transport charges for any Greyhound not removed on the day of the Sale. Payment for Greyhounds shall not be regarded as made until such charges have been paid.
- Notwithstanding any other provisions in these Terms and Conditions, the Club shall not be liable for any damage, loss or injury occurring to any Greyhound or to any person or property caused by the Greyhound, whether caused by disease, accident, the negligence of the Auctioneer or otherwise and whether the Greyhound shall be in the custody, control or possession of the Auctioneer or otherwise.
- Any Greyhound not sold or in respect of which any sale is subsequently terminated shall remain at or revert to the risk and expense in all respects of the Vendor who will arrange for the removal of the Greyhound prior to the close of the Venue for the day.
- If a dispute arises between the Vendor and the Purchaser in relation to a Greyhound, this must be resolved between them only.

16. Conditions, warranties and representations

Other than any express conditions, warranties or representations included, or as may be required or implied by federal or state legislation and cannot be excluded by agreement:

- all conditions, warranties and representations in respect of a Greyhound or a sale are excluded;
- no condition, warranty or representation is given or implied or may be inferred from any affirmation made at or before the Sale or any of the circumstances of the Sale;
- the Purchaser acknowledges that, in making any purchase, reliance is solely on that persons own enquiries and inspection, and that the person has not relied or been induced by any statement or representation made by the Vendor or the Auctioneer or by any person purporting to act on their behalf and, subject to these Terms and Conditions, the Purchaser shall take the Greyhound in its present condition and subject to all defects, faults, imperfections and the like, if any, whether latent or patent; and/or

17. No Representation as to suitability for training or racing of a Greyhound

The Purchaser acknowledges that the Vendor and/or the Auctioneer do not warrant or represent:

- the physical condition of any Greyhound (except in the case of the Vendor regarding the physical condition as set out in these Terms and Conditions); or
- that any Greyhound is suitable for being trained as a racing greyhound, or capable of being trained as a racing greyhound, or suitable or capable of competing in races or any other activities involving greyhound racing, or for any purpose whatsoever.
- Vendor's additional warranties The Vendor warrants that:
 - the description, pedigree and other information in respect of the Greyhound is as specified in the Sale Catalogue;
 - the Vendor has the right to sell the Greyhound and can give good title to the Greyhound;
 - the Purchaser will obtain quiet possession of the Greyhound on completion of all the Purchaser's obligations under these Terms and Conditions; and
 - If a company, the Vendor warrants and represents to the Auctioneer and the Purchaser that there is no Security Interest, or there is no default by the Vendor pursuant to the Security Interest affecting the Greyhound, and that the Vendor and no officer thereof is aware of any circumstances by which any rights or obligations in relation to the Vendor pursuant to the Security Interest, may have crystallised. The Vendor warrants and represents that the Greyhound is being sold in the ordinary course of business.

18. Rights and liabilities of Auctioneer

- In the event of any dispute including without limitation, as to defects in title, misdescription, pedigree, condition or otherwise, the Purchaser and the Vendor shall settle the matter between themselves, and the Purchaser shall have no rights against nor return any Greyhound to the Club which acts in respect of the Sale merely as agent for the disclosed Vendor.
- Notwithstanding any representation or action by the Auctioneer which may indicate the contrary, the Club shall be under no liability to the Vendor in respect of the Purchaser's failure to complete their purchase in accordance with these Terms and Conditions.
- The description of all Greyhounds has been provided by the Vendor and the Auctioneer shall not be liable or responsible for any error whatsoever in the description of any Greyhound.
- The rights and remedies of the Auctioneer under these Terms and Conditions shall not be affected by reason of the selling commission and charges of the Auctioneer having been deducted by the Auctioneer from any payment made by the Auctioneer to the Vendor. As between the Purchaser and the Auctioneer, the Purchaser waives all rights of set off, if any, the Purchaser may otherwise have had against the Vendor.

- The Auctioneer or its servants may sign the Sale book or any memorandum of sale on behalf of either the Vendor or the Purchaser or both.
- The Auctioneer reserves all rights to use or publish details of bidding, the identity of the Vendor and the Purchaser and all matters related to the sale of any Greyhounds as it thinks fit.

19. Ipswich Race Series

- The Race Series will be held over 431m in or around February 2024 and 520m in or around April 2024.
- The Race Series will consist of heats, semi-finals (if required) and a final.

20. Prize money

- The prize money allocation for the heats and semi-finals as per normal race day prize money.

The 2024 Ipswich Puppy Auction Series prize money allocation for the final is:

First place: \$100,000

Second place: \$25,000

Third place: \$12,500

Fourth place: \$6,250

Fifth to Eight place: \$500 each

- 21. Breeder Bonus:** \$10,000 paid to the breeder of the winner and \$500 to the breeder of each starting finalist.

22. Disclaimers

- For the information of each Purchaser, the Auctioneer has provided certain information on each Greyhound catalogued for the Sale. Any information is obviously subject to constant change and revision and the Auctioneer provides all such information without responsibility and give no guarantee nor make any representations whatsoever as to its accuracy.
- All persons who attend the Sale do so entirely at their own risk and neither the Auctioneer, officers and agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.