



CONDITIONS OF ENTRY

Graeme Board and Company accepts horses for entry at the Bathurst Gold Crown Yearling Sale only on the following conditions: Nothing in these “Conditions of entry for Auction” shall constitute terms, conditions, warranties or representation in any contract between vendor and buyers or between Auctioneers and buyers; but same shall constitute the contract between Vendor and Auctioneers to the exclusion of all other terms, conditions, warranties or representations.

1. The entry of each lot for the sale constitutes the Auctioneer sole and exclusive agents for the sale of such lots from the time of entry until the expiration of **28 days** after the day on which the Auction is advertised to be held. During that period the vendors will not sell the lot themselves and shall pass on all enquiries to the auctioneer.
2. **To be eligible for the Bathurst Gold Crown Sale all yearlings must be currently sustained for the Bathurst Gold Crown series. (contact BHRC for more information)**
3. An entry fee of **\$330.00 (incl. GST)** is payable on all lots entered for sale, this fee includes advertising and cataloging and is non refundable.
4. The Auctioneer reserves the right in its sole discretion to reject at any time any lot from the auction. In such case the entry fee shall be fully refunded.
5. **The vendor will pay to the Auctioneer a commission of 10% plus GST for all lots sold.** The vendor shall be entitled to receive the purchase moneys for any lot sold at the expiration of the thirty (30) days from the date of sale provided that the Auctioneer shall have received payment for the same from the purchaser but not otherwise. The vendor hereby irrevocably requests and authorizes the Auctioneer to deliver a lot against a Purchasers cheque but the Auctioneer shall not by so be liable to the vendor if the cheque is not honored notwithstanding any negligence on the Auctioneers part.
6. No lot shall be put through the sale ring unless, prior to the commencement of the sale, Auctioneer has in possession the



Registration Papers, Naming forms, Service Certificates and Transfer of Ownership form signed by all current owners. There will be no exceptions.

7. All lots entered for sale may be subject to identification inspection by representatives of the Harness Racing Board prior to the sale.
8. The vendor shall be responsible to attend and control all lots whilst at the auctioneer's premises until such time as the lot is sold. The auctioneer at the vendor's risk will provide handlers to lead a lot from the stall in which it is stabled to and from the sale ring, if required by the vendor. The Auctioneer shall not be responsible to prevent unauthorised veterinary examination or to exercise any other control over a lot.
9. Each lot shall be at the vendor's risk for any damage or injury however caused or suffered until the sale of the lot.
10. The vendor shall be responsible to check the accuracy of all details contained in the catalogue relating to his lot and shall be deemed to warrant their accuracy to the Auctioneer unless he advises the Auctioneer of any errors prior to the lot being offered for sale. The vendor or his authorized representative shall be responsible to correct immediately any incorrect or inaccurate statement made by the Auctioneer during the sale of the lot and any failure on his part so to do shall be deemed to be an authorisation of the statement by the vendor.
11. Should any lot be known or reasonably suspected to be addicted or predisposed to windsucking, roaring, crib biting or be suffering from founder or is a wobbler, this must be disclosed by the vendor to the Auctioneer prior to the auction of that lot and the fact of such vice will be announced at the time of the sale. Should any lot prove to have such vice within seven (7) days of the sale and such fact not having been disclosed at the time of sale, such sale will be cancelled in accordance with the Auctioneer Conditions of Auction Sale published in the catalogue and any moneys paid to the vendor in respect of the sale shall be immediately repaid to the Auctioneer. Proof shall be by veterinary certificate satisfactory to the Auctioneer.



12. Subject to any warranties herein contained no condition of warranty is given by the vendor in respect of the lot or is implied by these conditions and all lots are available for inspection at or prior to the commencement of the sale. Each lot is to be offered for sale with all faults (if any) and no compensation will be made as between the Auctioneer and the vendor in respect thereof. No person has any authority on behalf of the Auctioneer to carry or waive any of the conditions of this contract or give any warranty or to make any representation other than is expressly included herein.
13. Bidding will be on GST exclusive basis. Where the vendor of a lot is registered for GST and the lot is sold, GST will be added to the final bid price. The Vendor will pay GST on all supplies provided by the Auctioneer and on all supplies provided by the Auctioneers agent. The Auctioneer is entitled to rely on all representations made to it by the vendor regarding the vendors GST registration status.
14. In the event that any provision of these conditions is unlawful, unforeseeable or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful unenforceable or void portion relates to any provision for the payment of fees, charges or expenses or remuneration then a term will be implied (so far as the law permits) that reasonable remuneration and expenses together with GST will be payable for any services rendered by or on behalf of the Auctioneer to the vendor.
15. Every person attending the sale ground shall do so at his own risk, and the Auctioneers shall not be in any way liable for any accident whatsoever to any such person or animal.