



SHEPPARTON HARNNESS RACING CLUB YEARLING SALE



SHEPPARTON
HARNNESS RACING CLUB

SUNDAY 18th FEBRUARY 2017

SHEPPARTON
HARNNESS RACING CLUB

to be held at the premises of Shepparton Harness

Postal Address: Post Office Box 395, Shepparton, Vic 3630
Phone: (03) 5823 1403 Fax: (03) 5823 1504 Mobile: 0428 231 403

I hereby nominate the undermentioned for your YEARLING & MIXED-STOCK SALE to be held on Sunday 18th February 2018 and acknowledge and agree to the conditions of entry as set out on the reverse side of this form.
Attached is my remittance for the total of entry fees due (as per clause 2 on reverse side).

ENTRIES CLOSE: 15th DECEMBER 2017

YEARLING ENTRY FORM

SIRE	DAM	BRAND	Date Of Birth	Sex	Futurity Eligibility

On Account Of:	PHONE:
Proceeds Payable to:	PHONE:
Address:	MOBILE:
Bank: BSB:	Acc No:
Are you registered for GST?: Y / N	Registered ABN:
Are you a Hobby Owner?: Y / N	EMAIL ADDRESS:
	FAX:

I declare that I am the registered owner of the above nominated entry/s and warrant that there are no encumbrances or stud fees owing on these entry/s, the GST, Hobby and all other related information is true and correct to the best of my knowledge and I have read and agree to all the conditions on the reverse side of this entry form.

SIGNED DATED

ALL TRANSFER PAPERS, ASSESSMENT AND/OR SERVICE CERTIFICATES MUST ACCOMPANY THIS ENTRY FORM

CONDITIONS OF ENTRY

PLEASE READ ALL CONDITIONS CAREFULLY

Shepparton Harness Racing Inc (the Selling Agent) or their duly appointed agents accepts horses for entry at the Shepparton 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 sale constitutes the Selling Agent 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 auctions is advertised to be held. During that period the vendors will be excluded from selling the lot and shall pass on all enquiries to the auctioneer.
2. An entry fee of \$225 plus GST (\$22.50) is payable on all lots entered for sale, this fee includes advertising and cataloguing and is nonrefundable. This fee must accompany the entry form. Funds transfer can be made to SHRC, BSB 083 894 Acc. 515990365
3. The Selling Agent 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.
4. The vendor will pay to the Selling Agent a commission of 10% plus GST of the sale price for every lot sold by auction or private treaty at any time during the Auctioneer's period of sole and exclusive agency. There will be no commission charged on unsold lots. The vendor shall be entitled to receive the purchase moneys for any lot sold at the expiration of fourteen (14) days from the date of sale provided that the Selling Agent 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 Purchaser's cheque but the Auctioneer shall not be so doing be liable to the Vendor if the cheque is not honored notwithstanding any negligence on the Auctioneers part.
5. No lot shall be put through the sale ring unless, prior to the commencement of the sale, Selling Agent has in possession the Registration Papers, Naming forms and a Transfer of Ownership form signed by all current owners. There will be no exceptions.
6. All lots entered for sale may be subject to identification inspection by representatives of Harness Racing Victoria prior to the sale.
7. The vendor shall be responsible to attend and control all lots whilst at the Selling Agent's premises until such time as the lot is sold. The Selling Agent shall not be responsible to prevent unauthorized veterinary examination or to exercise any other control over any lot.
8. Each lot shall be at the vendor's risk for any damage or injury however caused or suffered until the sale of the lot.
9. 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 Selling Agent unless he advises the Selling Agent 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 authorization of the statement by the vendor.
10. Should any lot be known or reasonably suspected to be addicted or predisposed to wind sucking, roaring, cribbiting, bleeding 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 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 Selling Agent. Proof shall be by veterinary certificate satisfactory to the Selling Agent.
11. 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 Selling Agent and the vendor in respect thereof. No person has any authority on behalf of the Selling Agent to carry or waive any of the conditions of this contract or to give any warranty or to make any representation other than is expressly included herein.
12. Bidding will be on a GST exclusive basis. GST will be added to the final bid price. The Vendor will pay GST on all supplies provided by the Selling Agent and on all supplies provided by the Selling Agent or his representative. The Selling Agent is entitled to rely on all representations made to it by the Vendor regarding the Vendor's GST registration status.
13. 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 Selling Agent to the vendor.
14. 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.