



2024 GRNSW Puppy Auction AND 2025 GRNSW Puppy Classic Race Series

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.

IMPORTANT PLEASE READ: 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.

The Auctioneer reserves the right to cancel the Auction should it appear likely to fail to meet reasonable commercial expectations.

1 Interpretation

In these Terms and Conditions:

'Auctioneer' means Greyhound Racing NSW and includes the auctioneer contracted by Greyhound Racing NSW to conduct the auction.

'Buyer' means any person or corporation registered to bid on Greyhounds at the Sale.

'Greyhound' is the individual sale lot to be auctioned.

'Nomination Form' means the form prepared by the Auctioneer or GRNSW for the nomination of a Greyhound.

'Purchaser' means the person or corporation to whom a Greyhound is sold.

'Race Series' means the closed race series identified as the GRNSW Puppy Classic Race Series.

'Sale' means the sale for which a Greyhound is nominated, accepted and offered for sale by the Auctioneer at the Venue.

'Vendor' means the person or corporation on whose behalf any Greyhound is sold by the Auctioneer.

'Venue' means the lands of the Greyhound Racing NSW where the Sale is to take place.



Words not specifically defined in these Terms and Conditions will have the meaning one would normally attribute to them.

The singular includes the plural and vice versa

2 Eligibility

2.1 GRNSW Puppy Auction

To be eligible to nominate for the 2024 GRNSW Puppy Auction:

- (a) the Greyhound must have been whelped between 1st June 2023 to 31st January 2024; and
- (b) have been nominated to be auctioned at the 2024 GRNSW Puppy Auction by lodging a completed Nomination Form with Greyhound Racing NSW together with the first nomination fee by 4pm on Friday 1st March 2024.

2.2 GRNSW Puppy Classic Race Series

To be eligible to nominate for the 2025 Race Series, the Greyhound must:

- (a) have been purchased at the 2024 GRNSW Puppy Auction with the following fees fully paid by the relevant due date:
 - (i) Commission Fees; and
 - (ii) First and Second Nomination fees;

For the avoidance of doubt, the Purchaser is responsible for ensuring they are aware of, and comply with, the nomination process of the 2025 Race Series.

2.3 Reservation

Greyhound Racing NSW expressly reserves the right to refuse a nomination or to limit the amount of greyhounds nominated by a Vendor for inclusion in the 2024 GRNSW Puppy Auction in its absolute discretion and without the need to provide reasons.



3 Fees

3.1 Greyhounds purchased at the GRNSW Puppy Auction

The following fees must be paid to Greyhound Racing NSW in relation to greyhounds purchased at the 2024 GRNSW Puppy Auction:

Fee	Amount	Due date
First nomination fee	\$150 (incl GST)	At time nomination submitted. (NT: Nominations close at 4pm on Friday 1 st March 2024)
Commission Fee	11% of the final sale price	Deducted by GRNSW at time of purchase
Second nomination fee	\$250 (incl GST)	5pm on 30 June 2025

4 Conduct of GRNSW Puppy Auction

4.1 Registration of Buyer

- (a) A Buyer must have registered as a Buyer prior to the commencement of the Sale by submitting a Buyer Registration Application on or before the day of the auction.
- (b) The Buyer has the right to bid personally or through an agent.
- (c) A Buyer is taken to be a bidder (and not an agent) unless, before bidding, the Buyer has given to the Auctioneer a copy of a written authority from the Buyer to bid for or on behalf of that Buyer.

4.2 Inspection and examination

All Greyhounds may be inspected on the morning of the Auction from 8am. Any Purchaser assumes all consequences and risk arising from failure to carry out an inspection of a Greyhound.

4.3 Reserve Price

- (a) The minimum Reserve Price for each Greyhound is \$3,000. This results in a minimum of \$330 Commission Fee payable on each greyhound.
- (b) A Vendor may set a Reserve Price for a Greyhound above the minimum Reserve Price by written notice to the Auctioneer prior to 1st March 2024 following the process determined by the Auctioneer.



4.4 Sale of Greyhound

- (a) 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.
- (b) 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. The Auctioneer is entitled to the Commission Fee on any Greyhound sold in this manner as if it were sold under the hammer.
- (c) If a Greyhound is not sold, the Vendor must buy back the Greyhound at their nominated Reserve Price and pay the applicable Commission Fee.
- (d) As soon as practical after the fall of the hammer, the Purchaser must provide all details required by the Auctioneer and sign an agreement (if any) or sale/acknowledgement of purchase form following the process determined by the Auctioneer. If the Purchaser fails to comply with this requirement, the Auctioneer may elect to declare the Purchaser in default and cancel the sale and resell the Greyhound.

4.5 Dispute

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

- (a) determine the dispute; or
- (b) immediately put the Greyhound up for Sale at the last undisputed bid.

The Auctioneer's decision is final and binding.

4.6 Auctioneer's rights and discretion

- (a) The Auctioneer has the right, in its absolute discretion to:
 - (i) determine who is the Purchaser;
 - (ii) settle any dispute in such manner as it thinks fit;
 - (iii) withdraw any Greyhound before or during the Sale without giving reasons;
 - (iv) advance the bidding as it thinks fit;
 - (v) exclude any person from the Venue;
 - (vi) refuse to acknowledge any bid without giving reasons; and/or
 - (vii) bid as an agent on behalf of a Purchaser.
- (b) All Auctioneer's decisions are final and binding on all persons.



4.7 Auctioneer's announcements to take precedence

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

- (a) these Terms & Conditions;
- (b) any statements in the Sale Catalogue; and
- (c) any other written or oral statement, particular or representation previously published or made.

4.8 Where Purchaser is more than one person or corporation

Where the Purchaser of any Greyhounds comprises more than one person or corporation these Terms and Conditions bind each such person or corporation severally and any two or more of such persons or corporations jointly.

5 Payments

5.1 Purchaser to pay purchase price

- (a) The Purchaser must pay the purchase price of the Greyhound.
- (b) The full purchase price must be paid to the Auctioneer within one hour of the Sale or within such other period of time expressly agreed by the Auctioneer.
- (c) The Purchaser must not, until the purchase price is paid, take ownership of the Greyhound.
- (d) If the Purchaser fails to pay the purchase price by the due time of payment, the Purchaser must pay to the Auctioneer on demand all collection costs and expenses (including legal costs on a full indemnity basis) incurred in recovering any payment from the Purchaser.
- (e) Any dispute arising between the Vendor and the Purchaser in relation to a Greyhound must be resolved between the Vendor and the Purchaser and neither the Vendor nor the Purchaser may return to the Auctioneer or the Auctioneer's kennels any Greyhound the subject of a dispute or otherwise.
- (f) 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.



5.2 Payments to Vendor

- (a) Notwithstanding any other term or condition contained in these Terms and Conditions, the Vendor irrevocably authorises and directs the Auctioneer to deduct from the purchase price for any Greyhound sold on behalf of the Vendor any moneys due and owing to the Auctioneer, past, present or future, prior to accounting to the Vendor for the balance of the purchase price (if any).
- (b) The Vendor acknowledges and accepts that the Auctioneer will only be required to issue one payment for the purchase price to the Vendor of a Greyhound where the Vendor comprises a syndicate of members. The Vendor acknowledges and accepts that the person nominating the Greyhound for sale on behalf of the Vendor is the person to whom the payment of the purchase is to be made. In the event that there is a dispute among syndicate members as to payment or otherwise or a syndicate member requires a separate payment, the Auctioneer has a right to hold the payment in trust pending a decision by the syndicate members in accordance with their syndicate agreement/partnership agreement as to whom the payment will be made. The Vendor indemnifies the Auctioneer against all claims made by syndicate members.

5.3 Purchaser of more than one greyhound

- (a) Where a Purchaser purchases more than one Greyhound at the Sale, the Auctioneer may, in the absence of written directions from the Purchaser to the effect that a payment of the purchase price is to be a payment of the purchase price for a specific Greyhound, appropriate such payment as it elects to do so and may allocate the payment in relation to any particular Greyhound or Greyhounds that it determines in its absolute discretion.
- (b) Where a Purchaser does not nominate payment for a specific Greyhound and the Auctioneer splits a payment made by a Purchaser across a number of Greyhounds, such that each Greyhound is partly paid, the Purchaser accepts, acknowledges and agrees that title to any of those Greyhounds will not pass to the Purchaser until such time as the full purchase price for all the Greyhounds has been paid by the Purchaser.
- (c) In the circumstances envisaged above, the Purchaser accepts, acknowledges and agrees that the Auctioneer is entitled to retain the identification papers for all Greyhounds until payment for all the Greyhounds purchased at the Sale have been paid for.



5.4 GST

- (a) The Vendor must inform the Auctioneer prior to the commencement of the Sale as to the GST registration status of the Vendor.
- (b) The GST registration status of each Vendor is noted on the catalogue page for each Greyhound offered.
- (c) 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.
- (d) Where a Vendor is not registered for GST, no GST is payable on the purchase price.
- (e) The Vendor and the Purchaser undertake to do all things necessary to ensure that the provisions of the, *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (**GST Act**) are complied with.
- (f) The Auctioneer does not accept (and this is agreed by the Vendor and Purchaser) liability for any GST liability arising as between the Purchaser and the Vendor and the Australian Tax Office in respect of Greyhounds sold by the Auctioneer either at auction or by private sale.
- (g) GST is payable on all fees and services provided by or through the Auctioneer.

6 Delivery and title

6.1 Purchaser's actions prior to Greyhound being released to Purchaser

The Auctioneer is not obliged to deliver any Greyhound to the Purchaser until:

- (a) the Auctioneer has received from the Purchaser full payment of all monies payable by the Purchaser to the Auctioneer pursuant to these Terms and Conditions (including the purchase price) unless otherwise previously arranged with the Auctioneer in the Auctioneer's absolute discretion; and
- (b) has completed all forms and provided all information required by the Auctioneer in the Auctioneer's absolute discretion.

6.2 Time of delivery

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



6.3 Title to Greyhound

- (a) 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 Auctioneer 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).
- (b) 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.
- (c) 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.

7 Risk and expense

- (a) 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 and 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.
- (b) 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, and without limitation, 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.
- (c) Notwithstanding any other provisions in these Terms and Conditions, the Auctioneer 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.



- (d) 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.
- (e) If a dispute arises between the Vendor and the Purchaser in relation to a Greyhound, this must be resolved between them only. The Greyhound cannot be returned to the Auctioneer or its kennels.

8 Conditions, warranties and representations

8.1 General

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:

- (a) all conditions, warranties and representations in respect of a Greyhound or a sale are excluded;
- (b) 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;
- (c) 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

8.2 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:

- (a) 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
- (b) 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.



8.3 Vendor's additional warranties

The Vendor warrants that:

- (a) the description, pedigree and other information in respect of the Greyhound is as specified in the Sale Catalogue;
- (b) the Vendor has the right to sell the Greyhound and can give good title to the Greyhound;
- (c) the Purchaser will obtain possession of the Greyhound, free from any encumbrance, on completion of all the Purchaser's obligations under these Terms and Conditions; and
- (d) 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.

9 Rights and liabilities of Auctioneer

- (a) The Auctioneer in selling any Greyhound at the Sale acts as agent for the Vendor whose name and address is disclosed in the Sale Catalogue in respect of each Greyhound. Further particulars of the Vendor of any Greyhound shall be furnished by the Auctioneer immediately on request. Except as otherwise expressly provided to the contrary, the Auctioneer has no liability or rights as principal in the capacity of vendor of each Greyhound.
- (b) 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 Auctioneer which acts in respect of the Sale merely as agent for the disclosed Vendor.
- (c) Notwithstanding any representation or action by the Auctioneer which may indicate the contrary, the Auctioneer 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.
- (d) If the Auctioneer accounts to the Vendor for the purchase price or the balance of the purchase price, then in addition to the other rights conferred on the Auctioneer by these Terms and Conditions, the Auctioneer is entitled to exercise in its own name or the name of the Vendor any of the Vendor's rights including the right to be paid the purchase price and to repossess the



Greyhound or exercise any security interest of the Vendor, registered or otherwise.

- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) If any Sale is cancelled for any reason, the Auctioneer shall remain entitled to receive its Commission Fee on the Sale, and to be paid or reimbursed for all money owing to it by either the Vendor or the Purchaser, for any charges, dues (including kennelling), interest and any other money owing to the Auctioneer.



10 GRNSW Puppy Classic Race Series

10.1 GRNSW Puppy Classic Race Series

- (a) The Race Series will be held by Greyhound Racing NSW in or around October/November 2025 at a GRNSW venue to be advised
- (b) The Race Series will consist of heats, semi-finals (if required) and a final.

10.2 Prize money

- (a) The prize money allocation for the heats and semi-finals is the then current TAB Non-Graded class prize money schedule (or its equivalent). This is irrespective of how many heats and or semi-finals are conducted.

The 2026 **GRNSW Auction Race Series Final** prize money allocation is:

- (a) First place: \$150,000
- (b) Second place: \$30,000
- (c) Third place: \$15,000
- (d) Fourth to Eight place: \$3,000 each
- (e) **Breeder Bonus:** \$1,000 paid to the breeder of the winner, \$250 to the breeder of each remaining starter in the final of the **GRNSW Auction Race Series**.
- (f) **Breeder Bonus:** \$500 for each pup that has its first race start in NSW to the breeder.
- (g) **Breeder Bonus:** \$500 for each pup that has its first race win in NSW to the breeder.

10.3 GRNSW TAB Grading Policy

The Race Series will be drawn according to the provisions of the GRNSW TAB Grading Policy Order of Entry, with reserves allocated, where applicable, according to the order of entry.



11 Miscellaneous

11.1 Governing law

The Sale and all related transactions are governed by the law in force in New South Wales. Each party agrees to irrevocably and unconditionally submit to the jurisdiction of the courts of the State of New South Wales.

11.2 Severance

If any provision of these Terms and Conditions is or becomes unenforceable or invalid, the remaining provisions shall not be affected by but shall remain in full force and effect to the fullest extent permitted by law.

11.3 Waiver

Failure by the Auctioneer to enforce a provision of these Terms and Conditions must not be construed as in any way affecting the enforceability of that provision or these Terms and Conditions as a whole.

11.4 Use of Information for Publicity

The Vendor and the Purchaser accept, acknowledge and agree that the Auctioneer may use the face or visage of any Vendor or any Purchaser to promote the interests of the Auctioneer (and their associated entities) for nil consideration.

11.5 Important Disclaimers

- (a) 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.
- (b) 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.