

## TERMS AND CONDITIONS OF SALE – DAPTO PUPPY AUCTION

The highest bidder shall subject to clause 2, be the Purchaser, and should any dispute arise among the bidders for any lot, it shall be decided by the Auctioneer unless one of the disputants will advance, in which case, the lot or lots shall be put up again.

This sale shall be conducted on an unreserved basis, and the highest bidder shall be the Purchaser. The decision of the Auctioneer shall be final in any disputes in bidding, and all bids are accepted on this basis only.

The Auctioneer expressly reserves the right to refuse any bid without indicating grounds or reasons thereof.

The Auctioneer reserves the right, without giving any reason thereof, to withdraw any lots before or during the sale.

Each lot is sold with all faults, if any. Upon the fall of the hammer all responsibility for expenses, injury, forwarding instructions etc become that of the purchaser.

Each Lot shall be at the risk of the vendor in respect of any damage or injury, whether by disease, accident or otherwise, or whether caused by negligence of the Auctioneer, unless such lots have been sold, in which latter case such lot shall be at the risk of the Purchaser in all such respects from the acceptance of his bid or offer by the vendor.

**PAYMENT** The full purchase money for each lot shall be due and payable to Dapto Greyhound Racing Club on the fall of the hammer and prior to delivery.

The Club on every lot sold shall deduct a payment of 11% commission. A minimum commission of \$55 will apply.

Except at the direct of the Club no lot shall be delivered to the Purchaser unless payment of the purchase money together with any additional charges incurred is first made by the Purchaser to the Club.

Property in the lot sold shall only pass on the payment of the purchase money in full notwithstanding delivery or the forbearance by the Auctioneer to require payment to be made by the Purchaser in terms of these conditions prior to delivery.

Should the purchaser neglect or fail to comply with any of the above conditions, any stock purchased by him may be immediately resold by public auction or private contract, with or without notice, at the risk of the former purchaser, who will be responsible for all loss and expenses arising out of such a resale, and shall not participate in any profit accruing therefrom.

From the fall of the hammer the Purchaser shall be responsible for all the expenses of the care of the lot and all losses and expenses occasioned by the death or illness of or accident to the lot and shall hold the Club, Auctioneer, and Vendor indemnified against any such expenses and losses.

Excepting the conditions and warranties implied by the trade practices act or any applicable State Legislation which cannot be contractually excluded no guarantee or warranty shall be given with any stock unless sold under these conditions as to pedigree, sex, age conditions or otherwise Howsoever, nor shall any guarantee be implied from any affirmation made at the time of sale, or from any circumstances of the sale, but in all cases where a guarantee is intended the same shall attach and be enforced only if reduced to writing before delivery of the stock and signed by the Vendor, and the absence of such writing shall be conclusive evidence in case of dispute that no guarantee or warranty was given or implied.

The Auctioneer is to be considered the Agent merely between Vendor and Purchaser, and in all disputes arising from defect of title, wrong description, pedigree, warranty or otherwise, the Purchaser and Vendor must adjust the matter between themselves, and no lot is to be returned to the Auctioneer.

The Auctioneer shall be under no liability for the loss, if any incurred by the Vendor by reason of the failure on the part of the Purchaser to complete his purchase. The name, description and address given by the Vendor will in all cases be furnished to the Purchaser if require, and in the case of any dispute the remedy of the Buyer shall be against such Vendor only and in case or under any circumstances against the Auctioneer, who is to be regarded for all intents and purposes as Agents for a disclosed principal.

The description, either as to quality, pedigree, engagements or otherwise for any lot offered is supplied by the Vendor who alone is responsible for it's accuracy and the Auctioneer shall not be liable for any error in such description.

The purchasers, if more than one, shall be jointly and severally bound by these terms and conditions and shall jointly and severally carry out and perform the same.

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.

On the fall of the hammer the Purchaser shall give his name and address to a representative of the Auctioneer. Total payment must be made at the Club office before delivery can be arranged. 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.

It is the responsibility of the Purchasers to acquaint themselves with the special conditions of the Country Winnebago Dapto Puppy Classic Series.

There are two nomination fees \$30.00 payable by September 30<sup>th</sup>, 2011 and \$85.00 payable by September 1<sup>st</sup>, 2012 These fees are to be paid by the purchaser.