

Capricornia Yearling Sale



Sunday, 1st April, 2012
Rockhampton Showgrounds

NOMINATIONS CLOSE: FRIDAY, DECEMBER 16, 2011

Nominations Open to QTIS Registered and Non QTIS Registered Horses

Nomination Fee: \$1,320 (inc. GST) per Horse and includes \$330 (inc. GST) Race Nomination Fee

Please sign below to acknowledge that you have completed ALL details pertaining to each Horse and have thoroughly read and agree to be bound by the Conditions of Sale. No entry will be accepted if not signed and paid in full with all GST details completed. No Fax Copies Accepted. Return by post to: Central Queensland Thoroughbred Breeders Inc. P.O. Box 1303, ROCKHAMPTON QLD 4703

NAME:

DATE:

SIGNATURE:

Payment method (please circle):

CHEQUE

DIRECT DEPOSIT

For Direct Deposit:
Account Name: Central Queensland Thoroughbred Breeders Association Inc.
BSB Number: 124-046
Account Number: 10171540

2012 CAPRICORNIA YEARLING SALE

VENDOR DETAILS	
Name (to appear in catalogue)	
Address:	
State	Postcode
Phone:	
Fax:	
Mobile:	
Email:	
Website (to be shown in catalogue)	
www.	

PROCEEDS PAYABLE TO (one cheque per Horse)	
Name	
Address	
State	Postcode
Is the Supplier registered for GST in his/her thoroughbred enterprise? If NO please write NIL in the GST ownership box. If YES please complete both boxes	
ABN	
If the horse has multiple owners, please advise percentage of ownership registered for GST.	
GST Ownership	
%	

HORSE DETAILS

SIRE (inc suffix)

DAM (inc suffix)

COLOUR

SEX

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DAMSIRE (inc suffix)

FOALING DATE

	2008
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BRANDS

N/S:	O/S:	/ 8
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ADDRESS FOR INSPECTION

CONTACT NAME

CONTACT PHONE:

2012 CAPRICORNIA YEARLING SALE

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ADDRESS FOR INSPECTION

CONTACT NAME

CONTACT PHONE:

ENTRAL QUEENSLAND THOROUGHBRED BREEDERS ASSOCIATION INC.
CONDITIONS OF NOMINATION – 2012 CAPRICORNIA YEARLING SALE

Please read carefully as no nominations will be accepted unless these conditions have been signed by the Vendor.

Central Queensland Thoroughbred Breeders Association Inc (the Selling Agent) accepts the yearling/s described on this entry form for inclusion in the 2012 Capricornia Yearling Sale catalogue on the following terms and conditions.

1. The Sale shall be advertised and conducted as a reserved Sale. The Vendor shall advise the Selling Agent in writing of the reserve price of their lot/s no later than one hour prior to the scheduled commencement time of the Sale. The Vendor hereby appoints and authorizes the Selling Agent to bid up to the Reserve price as set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling.

2. All lots will be offered on a GST exclusive basis. The GST registration status of Vendors will be noted on the catalogue page for each lot. GST of 10% will be added to the final bid price of lots offered by Vendors who are GST registered. On receipt of Sale nominations, Vendors who are not GST registered will be forwarded a declaration for completion

3. The nomination fee is \$1,320 per lot (inc GST), paid with entries, including 2013 Capricornia Sales Classic Race Series Nomination paid to the Rockhampton Jockey Club. Should the lot/s be withdrawn prior to the Sale this fee will not be refunded.

4. The Vendor acknowledges and agrees that:

(a) all records, for all yearlings accepted for the Sale, required by the Australian Stud Book shall be up to date;

(b) the Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by the Purchaser or any other person arising out of the Vendor's failure to comply with the requirements (including the payment of fees) of the Australian Stud Book or New Zealand Stud Book;

(c) the Vendor shall be responsible for checking the accuracy of all information published in the catalogue distributed in respect of the Sale and shall be deemed to warrant to the Selling Agent the accuracy of such information except to the extent that the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale;

(d) The Vendor or a duly authorized representative of the Vendor shall be in attendance at the Sale at all times and shall immediately correct any incorrect statement or representation made by the Selling Agent, failing which the Vendor shall be deemed to authorize the making of such statement or representation;

(e) the Vendor and his employees and Agents shall comply at all times with the rules of the Sale's venue;

(f) there will be an upset price of \$2,000 on each lot entering the ring. If an opening bid is not forthcoming to the Auctioneers call, the Auctioneer will bid \$2,000 for and on the Vendor's behalf with full selling charges applicable.

(g) the Vendor shall provide to the Selling agent correct Foal Identification Cards for their horse/s catalogued and QTIS or other racing incentive scheme registration verification, failing which the Selling Agent shall be at liberty to reject the horse from the Sale.

5. Except as disclosed in writing to the Selling Agent prior to the Sale, the horse/s nominated and presented at the Sale shall be free of any symptoms associated with windsucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus, nipah virus or any other virus. The Selling Agent has the right to remove any horse/s from the Sale Complex and consign it to the Vendor's property or elsewhere, at the Vendor's expense, if it considers the presence of the said horse/s puts at risk the health and wellbeing of other horses at the Sale.

6. Despite any other provision of these Conditions or any prior custom and usage of the trade, horses in this Sale may be subject to a post Sale upper respiratory laryngoscopic evaluation (excluding the trachea) by a veterinary surgeon approved by the Selling Agent, obtained at the Purchaser's expense, and carried out at the Sale Complex, within six hours from the fall of the hammer.

If the veterinary surgeon is of the opinion that the horse has:

- (i) laryngeal hemiplegia (complete immobility to fully abduct the cartilage);
- (ii) rostral displacement of the palatopharyngeal arch;
- (iii) epiglottic entrapment;
- (iv) permanent dorsal displacement of the soft palate;
- (v) severe arytenoid chondritis or chondroma; or
- (vi) subepiglottic cyst(s) and this/these condition(s) has/have not been announced prior to the Sale of that horse, then the Purchaser may cancel the sale by notice in writing to the Selling Agent within one (1) hour of receipt of the veterinary report. On cancellation of the sale, the horse shall revert to the ownership of the Vendor who shall bear the sole risk and responsibility for the horse.

The Vendor indemnifies the Selling Agent, its staff and servants of any liability for any damages, injury or illness suffered by the horse during or as a result of the upper respiratory laryngoscopic evaluation and in its handling proceeding to and from the veterinary evaluation area.

7. The Vendor shall indemnify and keep indemnified the Selling Agent in respect of all actions, claims, loss, damages, costs and expenses incurred or suffered by the Selling Agent arising out of or in connection with:

- (a) any damage of whatsoever nature to the property of any person including the Selling Agent caused or contributed to by the Vendor's horse; or
- (b) any injury or death to any person or animal caused or contributed to by the Vendor's horse; or
- (c) caring for the Vendor's horse including without limitation any stabling and feed expenses incurred by the Selling Agent in respect of the Vendor's horse.

8. In respect of any description used in, or in connection with this Sale, the term „colt" includes rig or crypt-orchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.

9. The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Nomination or the Conditions of Sale.

10. The Vendor shall promptly advise the Selling Agent of any credit or terms agreement made or which the Vendor may make with the Purchaser or prospective purchaser and shall when requested by the Selling Agent sign an acknowledgement of such credit or terms agreement in such form as the Selling agent may reasonably require.

11. The Selling Agent selling any horse at the Sale:

- (a) acts in all respects only as Agent for the Vendor
- (b) gives no representation or warranty that any purchaser will complete his purchase in accordance with the Conditions of Sale.
- (c) subject to Condition 12 and notwithstanding any representation or action by the Selling Agent which may indicate the contrary, shall be under no liability to the Vendor in respect of any Purchaser's failure to complete his purchase in accordance with the Conditions of Sale.

12. Subject to these Conditions if the Selling Agent delivers any horse to the Purchaser prior to the Selling Agent receiving payment (inc. GST if applicable) (by cash or otherwise) for the horse, the Selling Agent guarantees to the Vendor the performance by the Purchaser of its obligation to pay the purchase price (inc GST if applicable) payable for the horse PROVIDED THAT this Condition shall not apply if, before or after the time of delivery of the horse by the Selling Agent:

- (a) the Selling Agent has formed the opinion that there exists a bona fide dispute between the Vendor and Purchaser as to the Purchaser's obligation to pay for the horse;
- (b) the Vendor enters into any credit or terms arrangement with the Purchaser;
- (c) the contract for the purchase of the lot is terminated, unenforceable, void or voidable for any reason;
- (d) the Vendor agrees to any variation of the terms of contract for the purchase of the horse (including without limitation as to the time for payment) without the prior written consent of the Selling Agent.
- (e) the Vendor consents to the delivery of the horse by the Selling Agent.

13. The Selling Agent shall not have any liability either to the Vendor in consequence of any breach or default on the part of the Purchaser, or to the Purchaser in consequence of any breach or default on the part of the Vendor. The liability of the Selling Agent to both the Vendor and Purchaser for any negligent act or omission, or any breach or default on the part of the Selling Agent, shall to the extent that any such liability exists and is not effectively excluded by the Conditions, be limited to the lesser of the party's actual direct loss or the Sale price of that lot. Under no circumstances shall the Selling Agent be liable for any consequential loss.

14. The Vendor warrants that they have absolute and unqualified title in, and right to sell, all yearlings, described on this entry form, and that the yearlings described are not subject to any mortgages, liens, charges or other encumbrances whatsoever, and in particular, that there exist no contract of lease in relation to the yearlings described.

15. Where prior to the date being forty-two (42) days from the last date of Sale (the "Prompt Date") the Selling Agent receives full payment (inc GST if applicable) (and cheques tendered in payment have been liquidated) or the Selling Agent becomes obliged to pay the Vendor pursuant to Condition

12, the Selling Agent shall be under no obligation to pay to the Vendor any part of the purchase price payment (inc GST if applicable) for the horse entered by the Vendor until Prompt Date.

16. The Selling Agent shall be entitled to:

- (a) Deduct from the gross purchase price payable for any horse an amount (called "the Selling Charge") equal to 9.9% (inc GST) of such price;
- (b) Recover from the Vendor an amount equal to 6.6% (inc GST) of the final price offered for any lot which is "passed in" at the Sale. Should the lot be subsequently sold at the Sale after having been "passed in" the full Selling Charge of 9.9% (inc GST) is payable;

17. Should the Vendor sell privately any Lot accepted for the Sale during the period of thirty (30) days prior to the Sale day until ten (10) days after the Sale day, the Vendor shall promptly pay to the Selling Agent an amount equal to the Selling Charge set out in Clause 16(a) of these Conditions.

18. Any horse entered by the Vendor shall be at the risk and expense in all respects of the Vendor until the horse is sold and from the termination of any Sale, notwithstanding the negligence of the Selling Agent.

19. Entries are accepted subject to the fact that a maximum of 110 yearlings will be catalogued for this Sale. Restrictions on Sale numbers may be imposed and the basis of inclusion into the Sale catalogue will be determined solely by the Selling Agent. The Selling Agent is not obliged to catalogue 110 yearlings and the Selling Agent alone will determine the final number accepted for cataloguing. Vendors agree to abide by all decisions of the Selling Agent.

20. The Selling Agent reserves to itself, the right at any time prior to the expiration of forty-two (42) days after entries have closed, to accept or reject any horse entered for the Sale, at its absolute discretion. Nomination fees for any horse rejected by the Selling Agent from inclusion in the Sale catalogue will be refunded in full.

21. The Vendor agrees to abide by the Conditions of Sale as printed in the Sale Catalogue, including any variations thereto at the discretion of the Selling Agent.

22. In the event that the Selling Agent cancels the Sale, the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor.

23. Yearlings offered at this Sale will be eligible to compete in the 2013 Capricornia Sales Classic Race Series conducted by the Rockhampton Jockey Club Inc. at Callaghan Park, Rockhampton and other venues as the Club decides.

24. The Vendor acknowledges that the 2013 Capricornia Sales Classic Race Series is promoted, programmed and conducted by the Rockhampton Jockey Club Inc. Central Queensland Thoroughbred Breeders Association Inc. acts on behalf of the Rockhampton Jockey Club Inc. only in respect of collection of Vendors' initial nomination fee for the 2013 Capricornia Sales Classic Race Series. Vendors should acquaint themselves fully with the complete conditions of the 2013 Race Series.

25. Nominations will not be accepted unless the Sale nomination fee is paid in full, and the nomination form is completed in full and duly SIGNED BY THE VENDOR.

26. NOMINATIONS CLOSE ON FRIDAY 16TH DECEMBER 2011. No late entries will be accepted. No Fax Entries will be accepted.

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

28. Vendors shall ensure their horses comply with all legislative requirements and directions in force in relation to the movement of livestock to, within or from the Sale Complex at the time of the Sale and shall undertake to carry out and comply with all health requirements, vaccinations, and quarantine requirements to allow the free travel of their horses to and from the Sale. In addition, Vendors, their grooms, handlers and staff shall comply with all equine hygiene advice and regulations which may be imposed at the Sale Complex at the time of the Sale.

29. The Selling Agent includes any person, body corporate or entity notified in writing to the Vendor at any time by Central Queensland Thoroughbred Breeders Association Inc to be the Selling Agent for the Sale.