

Premium Unraced Sales

SHELBOURNE PARK

GREYHOUND STADIUM



Friday 24th August 2018

SALES CONFINED TO SEPTEMBER
2016 OR LATER WHELP'S

ENTRY FORM

ENTRIES CLOSE 12PM FRIDAY 17TH AUGUST

Entry Form (fully completed),
ID card & €25 entry fee required with
all entries (failure to meet all criteria
will exclude from the Sales)

Submit to Stadium Reception

Shelbourne Park Greyhound Stadium,
South Lotts Road, Ringsend, Dublin 4

Greyhound Name

Whelp Date

Reserve Price (Sales Entry will not be accepted unless the Reserve Price is declared. This may be
amended in writing prior to Sales Auction)

Has I.D. card been marked suspended for fighting? (Y/N)

Registered Owner

Address

Telephone No: Mobile:

Email Address:

Agent/Trainer

Address

Telephone No: Mobile:

Email Address:

Has greyhound ran one successful Qualifying Trial over 525yds (Y/N)

PLEASE NOTE ALL SALES TRIALS ON THE DAY WILL BE RUN OVER 525 YDS

I warrant the particulars to be correct and I agree to be bound by the Conditions of Sales (see reverse), by the Public Sales of Greyhounds Regulations 1966 - 2018, by the Greyhound Industry (Racing) Regulations 2007-2017 and I declare that the above named greyhound is free from prohibited substances

Signed:.....

CONDITIONS OF ENTRY:

1. All greyhounds are entered at owner's risk.
2. A greyhound will only be accepted for Sales Trials by the Stadium on the terms that the Stadium shall not be liable for any damage, loss or injury to such greyhound or to the owner, trainer or handler of such greyhound from any cause whatsoever occurring in or about the stadium.
3. Weigh in to commence at 9.00am with Sales Trials commencing at 10am
4. All entries at the discretion of the Racing Manager
5. All greyhounds which run Sales Trials go to go on bench

6. All greyhounds entered must have at least one successful qualifying trial over 525

OWNERS/AGENTS/TRAINERS: Please note:

1. All greyhounds trialled must be presented for auction.
2. Identity Card of greyhound to be held by the Racing Manager for up to 14 days after the sale if:
 - a. Failing to show on the day,
 - b. Not presented for auction after trialling and
 - c. Not sold during auction.

- PURSUANT TO GREYHOUND INDUSTRY RACING REGULATIONS (2007 - 2017) GREYHOUNDS MAY BE INSPECTED AND SAMPLED AT THE GREYHOUNDS REGISTERED ADDRESS IN ADDITION TO BEING SAMPLED ON THE DAY OF SALES - ANY ENTERED GREYHOUND, FOLLOWING INSPECTION, DETERMINED NOT TO BE AT THE REGISTERED KENNEL ADDRESS FOR THAT GREYHOUND WILL BE IMMEDIATELY WITHDRAWN FROM THE SALES/EVENT

Conditions of Sale – Friday 24th August 2018

Every vendor, bidder, purchaser and the general public on the premises at which any auction takes place ("auction premises") shall be deemed to have full knowledge of these conditions and agree to be bound by them.

1. The auctioneer reserves the right to refuse to accept the bids of any person without giving any reason.
2. The highest bidder shall be the purchaser, subject to the right of the auctioneer to refuse any bid or to withdraw any lot for which the bidding is considered insufficient.
3. Should any dispute arise between two or more bidders, or between the auctioneer and any bidder, the auctioneers decision shall be final conclusive and binding on all parties. The auctioneer may, at his absolute discretion immediately put up for sale again the lot so disputed or declare which bidder he thinks proper to be the purchaser.
4. The purchaser shall immediately on the fall of the hammer inform the auctioneer of his name and address, provide any proof of identity that the auctioneer may require and pay the required purchase price in full. Failure in this respect shall entitle the auctioneer immediately to offer the lot for re-sale and the original purchaser shall be liable to make good any difference in price to the vendor. Any cheque tendered in payment must be guaranteed by bankers.
5. Each lot is at the vendor's risk until sold, but from the fall of the hammer shall be at the purchaser's risk, but the property in the lot shall vest in the auctioneer and shall remain so vested until the auctioneers is paid in full for the lot.
6. Title in the lot shall not pass to the purchaser until the purchaser has made payment in full for the lot by means of cleared funds. Until such payment is made, title shall remain with the vendor.
7. No lot shall be removed from the auction premises until paid for in full. Each lot shall be removed from the premises at the purchaser's expense.
8. Each lot is sold as it stands and no warranty is given with any lot unless expressly stated at the time of the sale. The auctioneer accepts no responsibility for any error in the description of any lot. Descriptions and pedigrees are supplied by the vendors, who alone are responsible for their accuracy.
9. The auctioneer shall pay to the vendor the price of the lot less the auctioneer's commission and any other outstanding charges and expenses due from the vendor, provided that, in the auctioneers opinion the purchaser is bona fide and capable of making a contract, that the purchase price has been paid in full and fund have cleared. It is the responsibility of the vendor of any lot knocked down to verify with the auctioneer that the sale has completed. The auctioneer or management will not be answerable nor liable for any deficiency that may arise on the resale of any uncleared lot.
10. If for any reason a lot is purchased and not paid for then the following provisions shall take effect until payment is received:
 - a.) the auctioneer or his agents may retain the lot at the purchaser's sole risk until payment, and for the period of such non-payment shall have a lien upon the lot for all expenses including freight incurred by him or his agents in keeping, maintaining, training, treating or otherwise dealing with the lot. Such lien shall not be lost by reason of the fact that the lot is kept elsewhere than on the auction premises. The auctioneer shall also be entitled to exercise the said lien over any documents in his possession relating to any other lot owned by the purchaser. A lot shall not be delivered to the purchaser until the expenses referred to above have been paid, in addition to the purchase price.
 - b.) compel the purchaser to pay for the lot if the auctioneer or vendor shall think so fit.
 - c.) resell the lot at any time by public or private sale and the deficiency, if any, together with all costs and charges attending such re-sale shall be immediately made good by the person failing to pay. Such re-sale shall be without warranty or reserve and without notice to the purchaser.
 - d.) in the event of a lot having been removed from the auction premises then the auctioneer shall be entitled to repossess the lot from anyone in possession of it.
 - e.) nothing in these conditions shall preclude the auctioneer or vendor of the lot from pursuing all legal remedies available to them for the recovery of the purchase price from the defaulting purchaser and all expenses and damages and commission lost resulting from such default.
11. No undertaking of the auctioneer, his servants or agents to take charge of the lot after the sale, or to forward the lot to its destination shall be held to impose upon the auctioneer any legal obligation, or vitiate any of the foregoing conditions.
12. Commission of 5.45% (including VAT) to be payable by the vendor to the auctioneer for every lot sold by auction or brought in by the owner or by anyone other than the auctioneer. The vendor of each greyhound sold privately between time of entry for sale to within 4 weeks after the sale shall pay similar commission to the auctioneers. The following charges will apply to cover the cost of advertising; sale price €300 and under €350, €4: sale price €500 and under €550, €6, sale price €1000 and under €1050, €11, sale price €2000 and under €2050, €21 and thereafter proportionately.
13. Purchasers not complying with any or all of these conditions will be subject, without further notice, to having their lot or lots re-sold either by public or private sale at the discretion of the auctioneers, and the defaulter shall be held liable for any loss and charges that may accrue upon such re-sale.
14. In the event of a dispute the purchaser's redress, if any, shall be against the vendor and the vendor's remedy shall be against the purchaser, and not against the auctioneer who acts as agent between the vendor and the purchaser.
15. The Company or the auctioneer accept no liability for loss or damage suffered or incurred whether from death, disease, illness, accident or any other cause to any person or greyhound during trials or sales or whilst on the auction premises or in transit to or from such auction premises.
16. Should any question arise not provided in the foregoing conditions, the decision of the auctioneer shall be final, from which there shall be no appeal.
17. Where an owner, trainer or agent of the greyhound does not comply with testing procedures including the re kennelling of the greyhound post trial , this greyhound will be immediately withdrawn from the auction
18. In the event that an adverse analytical finding to a sample taken at the Shelbourne Park Sales on Friday 24th August 2018 is returned for a greyhound prior to the commencement of/or during the follow-on Unraced Sweepstake/Surplus Sweepstake at Shelbourne Park the greyhound will be disqualified from racing pursuant to the Racing Regulations and the greyhound will not be permitted to compete in the follow-on Unraced Sweepstake/Surplus Sweepstake at Shelbourne Park (i.e. first round or subsequent rounds).
In the event that an adverse analytical finding to a sample taken at the sales is returned for a greyhound, which was sold at the Shelbourne Park Sales on Friday 24th August 2018, prior to/or during the Unraced Sweepstake/Surplus Sweepstake at Shelbourne Park then the sale of the greyhound will be deemed null and void and the property in the greyhound will not pass to the purchaser, and the vendor shall therefore accept full and unconditional responsibility for the greyhound and, where possession of the greyhound has passed, accept its return from the purchaser. Sales cheques will be withheld until either (a) a negative test result is returned prior to/or during the Unraced Sweepstake/Surplus Sweepstake at Shelbourne Park or (b) the Unraced Sweepstake/Surplus Sweepstake at Shelbourne Park have been completed.

This Condition of Sale relates to the samples taken on the day of the sales only.