

## 2024 NATIONAL YEARLING SALES SERIES CONDITIONS OF ENTRY (“THE SALE”)

### 1. Entries

- (a) The Vendor (“You”), named on the entry form enters the horses identified and described on the entry form in the Sale to be conducted by New Zealand Bloodstock Limited (“We”/“Us”/Our) in accordance with these Conditions; and
- (b) If the person signing this entry form is not the owner of the said horses that person declares that he/she is the duly authorised agent of the owner (or each of them if more than one) to enter the said horses in the sale and bind the owner(s) to these conditions of entry including the Conditions of Sale.
- (c) Entries for the Sale close on the date mentioned on the entry form and late entries may not be accepted. All entries must be on the entry form and provide all the information required by the entry form.
- (d) We may in Our sole discretion reject at any time any Entry or horse from the Sale and the Entry Fee will be refunded. Our decision is final and binding and We are not required to give any reason. We may examine horses on or before arrival at the sale grounds.

### 2. Alterations

We may in Our discretion decide to alter the date of and/or format of the Sale.

### 3. Conditions of Sale

You acknowledge and agree that the Conditions of Sale, available online at [www.nzb.co.nz](http://www.nzb.co.nz) or by request are incorporated into these Conditions of Entry and You undertake:

- (a) To be bound by the Conditions of Sale; and
- (b) To do all things required of the Vendor under the Conditions of Sale.

### 4. Definitions and Construction

- (a) Unless the context requires otherwise, words and expressions defined, and references construed, in the Conditions of Sale and not otherwise defined or construed in these Conditions of Entry have the same meanings and constructions when used in these Conditions of Entry; and
- (b) In these Conditions of Entry, “these Conditions” means these Conditions of Entry and the Conditions of Sale and “entry form” means the printed entry form and the online entry form of which these Conditions are an essential part.

### 5. Agency

- (a) You as the Vendor appoint Us as Your agent and give Us authority in our discretion to do all things necessary to achieve a sale of Your Lot by auction or private treaty and for the purpose of completing the sale, invoicing and receiving payment including without limitation authority to export the Lot or register a Security Interest in respect of a Lot (including proceeds) for the respective interests of Us and You for the purchase price or other monies payable by the Purchaser for the purchase.
- (b) If We become aware of a breach of any of Your undertakings or obligations as a Vendor in these Conditions We may require You to remedy the breach and if You fail or refuse to do so We may take steps to remedy the breach and to seek from You reimbursement of expenses incurred in doing so.

### 6. Power of Attorney

For the purpose of enabling Us to give full effect to these Conditions and the Conditions of Sale, You as Vendor irrevocably appoint Us as Your lawful attorney to do all things and to sign and execute documents and to give instructions for the purposes of carrying out Our duties under these conditions as We may in Our opinion consider necessary or desirable. You agree to ratify and affirm anything We do pursuant to this Power of Attorney.

### 7. Information Supplied

You confirm:

- (a) That the entry form is complete in all respects and provides full disclosure of all matters required by the entry form and these Conditions; and
- (b) The truth and accuracy of the information supplied on the entry form and hereby indemnify Us in respect of any loss or damage We may suffer by reason of any false or inaccurate or erroneous information being given on the entry form.

### 8. Entry Fee

The entry fee is \$2,350 + GST for Book 1, \$1,400 + GST for Book 2 and the National Online Yearling Sale entry fee to be advised. The Entry Fee for each entry is subject to acceptance by the Vendor of entry placement and becomes payable upon when the catalogue has been dispatched to the printers, including digital format. We reserve the right to request payment of entry fees at time of entry. No refund or part refund of the Entry Fee will be given for entries withdrawn after the catalogue has been dispatched to the printers unless, a horse has died or been injured and a veterinary certificate is supplied to Us by You certifying of the death or injury, in which case a refund of 50% of the Entry Fee will be given.

## 9. Commission

- (1) The commission payable by You to Us on each sale is:
  - (a) 10% plus GST;
  - (b) 0.5% plus GST of the commission will be paid to the New Zealand Thoroughbred Breeders Association to be forwarded to New Zealand Thoroughbred Marketing Limited.
- (2) The commission is payable by You:
  - (a) Upon the sale of the horse at the Sale by auction or private treaty; and
  - (b) Upon the sale of the horse between the date of acceptance of entry for the Sale (whether or not the horse is subsequently withdrawn) and a date 30 days after the last day of the Sale; and
  - (c) Even if a sale is cancelled because You:
    - (i) Make or give any prospective purchaser a representation or warranty which differs from or is over and above those contained in these Conditions; or
    - (ii) Fails to comply with these Conditions in any respect.
  - (d) For the purpose of this condition, a sale means an agreement for sale whether conditional or unconditional.

## 10. Other fees and Costs

- (a) A stabling and accommodation fee for the duration of the Sale is included in the Entry Fee. Any horse remaining at the sale grounds after the Sale may be moved by Us at Our convenience. We shall make all stabling arrangements and applicable charges outside sale days. A head collar shall be provided by You for each horse's removal from the sale grounds. If a head collar is not provided it shall be supplied by Us at Your cost.
- (b) An offering fee of 2.5% of the reserve price will be charged on yearlings passed unsold through the sale ring for Book 1 and Book 2. Where the Vendor advises the Auctioneer that a Lot is to be offered on an unreserved basis, should the Auctioneer receive no bid on that Lot and it passes unsold through the ring in Book 1 or Book 2, an offering fee of 2.5% of the session upset price will be payable.
- (c) We may, in addition to recovering any offering fee, entry fee or commission or any other monies owing by You as Vendor to Us, recover all costs and expenses of whatsoever nature, including without limitation legal costs on a solicitor to client basis, expended by Us in recovering the payment of monies overdue from You. Such costs and expenses shall be payable by You to Us on an indemnity basis upon demand being made.

## 11. Sale Proceeds

- (a) You agree that section 36ZF (1) of the Fair Trading Act 1986 does not apply. We will endeavor to provide an account of the sale and payment of sale proceeds within 30 working days from the last day of the sale. Payment of sale proceeds will be made to the payee nominated on the entry form. Bank details must be supplied and a GST number must be entered if applicable.
- (b) If entitlement to payment is disputed by another party prior to disbursement of proceeds, We may in Our discretion withhold payment until the dispute is resolved.

## 12. All yearlings entered in the Sale must be unbroken.

PLEASE ENSURE THAT YOU READ AND FAMILIARISE YOURSELF WITH THESE CONDITIONS OF ENTRY AND THE CONDITIONS OF SALE. YOU AS VENDOR SHALL BE BOUND BY THEM IN RESPECT OF ALL YOUR ENTRIES IN THE SALE.

The Conditions of Sale include the following requirements:

- You must disclose:
  - (a) All security interests and liens which must be discharged on or prior to the Sale; and
  - (b) If any horse entered is a windsucker, wobblers, rig, bleeder or is known to suffer an upper respiratory condition; and
  - (c) Any other matter required by the Conditions.
- You must provide full and complete disclosure by way of veterinary certificate lodged in the Repository If any Lot has undergone invasive joint surgery, surgery to repair a fracture, surgical intervention of the upper respiratory tract, or has undergone abdominal surgery of any type (other than surgery to treat an umbilical hernia). This must be disclosed by the Vendor prior to the Sale;
- All Lots must be NZTR compliant;
- All applicable certificates of registration/documents of description, including Australian Foal ID card, must be supplied;
- You must in all other respects meet the obligations and responsibilities of a Vendor under the Conditions of Sale and the Conditions of Entry.



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