

Harness Racing Trading Ring Pty Ltd

Australian Company Number: 668 320 901

Trading as **HARNES RACING TRADING RING AUCTIONS**

TERMS & CONDITIONS

1. OVERVIEW

The website www.tradingring.com.au is operated by the Harness Racing Trading Ring Pty Ltd (ACN 668 320 901) (HRTR) and acts as an Online Venue, to allow anyone to buy and sell standardbred racehorses via online auction in Australia. HRTR takes no part in any transactions between Buyer's and Vendor's.

2. ACCEPTANCE OF THESE TERMS & CONDITIONS

By using the HRTR website/s and any service contained within, you are accepting these Terms and Conditions and you also agree to comply with all applicable Laws, Statutes and Regulations regarding the use of this website and other services provided by HRTR.

3. INTERPRETATION OF TERMS & CONDITIONS

In interpreting these Terms & Conditions, unless the context otherwise requires:

- Any reference to a person includes reference to a body corporate and to an unincorporated body of persons.
- Clause headings will be disregarded.
- Words importing the singular includes the plural and vice versa.
- Words importing one gender also includes other genders.
- Anything required by these Terms & Conditions to be done on a day which is not a working day, shall be done and be valid if completed on the very next working day.

4. DEFINED TERMS

Unless the context requires otherwise, any reference to:

'you' or 'you're'	Refers to you as the Vendor or Buyer (this includes personal representatives)
'us', 'we', 'our'	Refers to Harness Racing Trading Ring Auctions Pty Ltd, a company registered in NSW Australia. Australian Company Number (ACN 12341324)
'this website'	Refers to the website residing at www.tradingring.com.au and any other locations where it may be hosted or featured.
'auction'	A sale where Lots are offered for sale to the highest bidder. Each auction is for a predetermined period as designated and published on the website.

‘disclosed by vendor’	Information, prior to and during the Auction, which is supplied by the Vendor and displaying on the website in relation to a Lot.
‘dollar’ and ‘\$’	Australian dollars.
‘buyer’	A person to whom any Lot is sold via this website.
‘governing body’	The applicable governing body of harness racing in Australia, ie., Harness Racing NSW or Harness Racing Victoria, whichever the case may be.
‘gst’	Goods and services tax.
‘lot’	Any horse, share in a horse and in the case of a mare with a foal at foot, both the mare and foal, or other Lot offered on this website for sale.
‘seller’	The person who offers a Lot for sale or who sells a Lot via this Website. This includes any person who offers a Lot for sale as the holder of or claiming a lien, charge or security interest in respect of that Lot.
‘services’	Services provided by HRTR on the website.
‘user’	Any person who browses, registers or otherwise uses the website.
‘vendor’	The person who offers a Lot for sale or who sells a Lot via this Website. This includes any person who offers a Lot for sale as the holder of or claiming a lien, charge or security interest in respect of that Lot.
‘working day’	Monday to Friday (any day of the week other than Saturday, Sunday or a public holiday in NSW Australia).
‘writing’	Communicated in written form with proof of receipt.
“your bid”	A bid made using your username and password, regardless of whether the bid was made personally by yourself

5. ELIGIBILITY TO USE THE HARNESS RACING TRADING RING AUCTION WEBSITE

- 5.1 Users MUST be over 18 years of age to register and offer to sell, or bid on, any Lot. When placing a bid, users are required to enter a valid credit card number to ensure the legitimacy and age of the Bidder.
- 5.2 You also must be able to enter into legally binding Contracts in Australia. By Registering on the website www.harnesstradingring.com.au, you fully understand these obligations.
- 5.3 You will not be eligible to use the website if you have previously been banned from using it and that ban is currently in place.

6. REGISTERING TO USE THE HARNESS RACING TRADING RING AUCTION WEBSITE

- 6.1 Anyone can browse the website listings without having to Register. You must register if you wish to Bid on a Lot or Submit a Listing. To register, complete the Online Registration process which includes email and SMS verification.
- 6.2 You must provide accurate registration details that are not misleading and relate to YOU. You agree not to impersonate any other person or entity or use any false name or any other person’s username and password to access HRTR services.

- 6.3 HRTR reserves the right to refuse any application to register and access our services, and to temporarily or indefinitely suspend or delete any Account and are not obliged to give any reasons for doing so.
- 6.4 HRTR will request proof of identity and address as part of the Registration process and the Registration process will not proceed until proof of identification satisfactory to HRTR is provided.
- 6.5 You cannot create an account or username/password using the name and information of another person.
- 6.6 HRTR and other Users/Buyers during the Auction, may send messages to you via email to the email address you supply during the registration process.
- 6.7 You are solely responsible for keeping your personal username and password secure and confidential, and your details up to date and accurate. Do not disclose or permit your username or password to be used by any other party. Under no circumstances is HRTR liable if there is a cyber security breach or leaking of material.
- 6.8 You are responsible for use of the services if access to the services is obtained through the use of your Username and Password, whether authorised or unauthorised.

7. PROHIBITIONS

By using this website you agree that you WILL NOT:

- 7.1 Fail to pay for any Lot purchased by you, whether it is sold at a fixed price or auction. This does not apply if the Vendor materially alters the terms of the sale after you have bid or agreed to purchase or where the Lot/s are not described or where the Vendor's identity cannot be authenticated.
- 7.2 Fail to facilitate possession of any Lot where the sale has been made, unless the Buyer cannot meet the Terms of Sale, or where the Buyer's identity cannot be clearly authenticated.
- 7.3 You must not bid on your own Lots (unless you are a part-owner and intend to purchase the Lot outright).
- 7.4 Seek to avoid payment of Auctions Fees owed to HRTR or manipulate the fee structure in any way.
- 7.5 Encourage illegal activity or activity that violates the right of another person.
- 7.6 Supply or post content or advertisements to deliberately mislead others, including content falsely made up to appear to be from the Harness Racing Trading Ring.
- 7.7 Abuse, harass, threaten, stalk or defame or in any way seek to violate the rights of another person.
- 7.8 Post as another user, person or employee for the purposes of obtaining User or third party information.
- 7.9 Advertise any Lot which infringes trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property laws.

8. BREACHING OF RULES

- 8.1 The above list is not exhaustive and HRTR reserves the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any User who, in our judgement, is in breach of these Terms & Conditions. HRTR will not be obliged to give any reason for doing so.

9. CONDUCT OF THE AUCTION

VENDORS

- 9.1 If you are a Vendor of a Lot, you must not bid for that Lot. You agree to comply with any instructions or notifications posted on the website from time to time, in relation to user of the Services as a Vendor.
- 9.2 The Vendor is responsible for paying the Listing Fee for the Auction.
- 9.3 HRTR reserves the right to reject any Lot from Sale, to withdraw any Lot from sale or to stop or cancel any sale or Auction (whether or not payment and/or delivery has been made) at any time or refuse to accept any bid and shall not be obliged to give a reason.
- 9.4 The Vendor must set a Reserve before the Auction Catalogue is published. This Reserve price may not, during the course of the Auction, be altered. Under no circumstances may the Reserve price be increased.
- 9.5 If any Auction subject to a Reserve closes and the Reserve price is not met, any bidders and the relevant Vendor are released from any obligation to complete the transaction.
- 9.6 Each bidder shall be deemed, as between the Vendor, to bid as the principal party and accordingly notwithstanding any disclosure of agency, shall be and remain responsible for the payment of the Final Sale Price / Purchase price of any Lot in respect of which he/she is the highest bidder.

BUYERS

- 9.7 Buyers must register as a User on the website. It is free to browse listings but in order to place a Bid, the potential buyer must provide credit card details (to ensure the legitimacy of bids and that the bidder is over 18 years of age).
- 9.8 All Auctions are conducted in Australian Dollars. If you are a Bidder/Buyer, you are responsible for ensuring that you have sufficient funds to cover the cost of your Bid and to make payment.
- 9.9 You are personally responsible for any bids made by You. Bids may not be retracted except for limited circumstances allowed under the applicable Law. For example, where the Lot does not materially comply with the description provided in relation to it on the Website.
- 9.10 If you bid on any Lot, you are agreeing to be bound by the Conditions of Sale included in the lot's description on the website.
- 9.11 HRTR's decision is final in the case of any disputed bid/s.
- 9.12 The contact details of the Vendor in all cases, is supplied to the prospective Buyer on the website. HRTR reserves all rights to use or publish details of bidding, the identity of the Vendor and Buyer, in all matters related to the sale of any Lots as HRTR thinks fit.

10. PAYMENT OF THE PURCHASE PRICE TO THE VENDOR

- 10.1 Subject to the Vendor's strict compliance with these Terms and Conditions, the Buyer shall pay the balance owing to the Vendor within five (5) working days after the close of the Auction, the Final Sale Price directly to the Vendor.
- 10.2 HRTR does not collect any monies in regards with the balance owing to the Vendor of a horse.
- 10.3 All payments shall be made in Australian dollars, by the payment method nominated by the Vendor.
- 10.4 The Buyer waives all rights of set-off which the Buyer may have against the Vendor.
- 10.5 At the conclusion of the Auction, the Vendor can access the successful Bidder/Buyer's details through the HRTR Dashboard, to allow payment to proceed in accordance with these Terms and Conditions.

11. POSSESSION

- 11.1 Within five (5) working days after the date of the close of the Auction, the Buyer must take possession of the Lot (or in the case of a share in a horse, be deemed by Law to have taken possession).

12. CONDITIONS APPLICABLE TO POSSESSION

- 12.1 The Vendor must give possession, upon payment having been received, at the location supplied by the Vendor.
- 12.2 The Buyer is responsible to arrange and meet all costs in taking possession.
- 12.3 The Lot must be free of all liens, charges and security interests.
- 12.4 In the event of any delay by the Buyer in taking possession and in the absence of any other arrangement with the Vendor, the Buyer must pay the Vendor \$100 (plus gst, if applicable), for each day of delay after the last day for taking possession (the fifth working day after the date of the close of the Auction).
- 12.5 Should a Vendor permit a Buyer to take possession before the fifth working day, after the full purchase price has been paid, he shall do so entirely at their sole risk and shall remain liable to pay any HRTR listing fees.

13. BUYER DEFAULT

The Buyer shall be in default if:

- 13.1 The full balance owing is not paid within five (5) working days after the close of the Auction;
or
- 13.2 The Buyer fails to take possession; then
- 13.3 The Vendor may, without prejudice to any other remedies available to the Vendor at Law, without any notice whatsoever to the Buyer, at any time thereafter cancel the sale by written notice; and
- 13.4 The Vendor may re-offer the Lot for sale either privately or by Auction at the Buyer's risk and expense in all things. Any surplus (any monies paid for the purchase) belong to the Vendor and any loss on any such re-sale, including any other monies owing to be recoverable by the Vendor from the Buyer as a debt due on demand.

14. TITLE, LOCATION AND DESCRIPTION

VENDOR

- 14.1 You declare Clear Title (or entitlement to sell a Lot in respect of which you claim or hold a lien, charge or security interest) and absolute right to affect a transfer of title entered by You for Sale and confirm that all requirements of the appropriate Harness Racing Governing Body have been adhered to.
- 14.2 You declare that the Lot is or will be free of all liens, charges and security interests.
- 14.3 You agree that transfer papers signed by all selling parties will be provided to the purchaser within 48 hours of you receiving final payment.
- 14.4 Without limiting the foregoing, you confirm and declare:
- 14.5 You have executed all documents and done all other things necessary to permit registration of a transfer of the title to the Lot/s entered for Sale by You in the name of the respective Buyers.
- 14.6 If you are not identical with the registered/managing owner or are one of several registered owners, you have the requisite authority of the registered owners to sell the Lots entered for Sale by you and you have produced such evidence as reasonably required by way of evidence of your authority to receive the purchase price in respect of any Lot.
- 14.7 Any foals or weanlings must be registered with the appropriate Harness Racing Governing Body before entering a Sale.
- 14.8 Parent validation, including branding and/or microchipping/DNA must be completed for weanlings and foals at foot before entering a Sale, unless prior arrangements have been made.
- 14.9 Foaling returns must be completed for Broodmares before entering a Sale.

- 14.10 All HRA Stud Book Registration fees and other Harness Racing Governing Body fees are fully paid.
- 14.11 You will provide the BUYER with evidence of the discharge of all liens, charges and security notices affecting Lots sold by You on or before the date of taking possession.
- 14.12 You also declare that each Lot is located in Australia, at the location you supply, and the Lot will be at that location from the time the Auction is published online, until the time the Buyer is entitled to take possession; and
- 14.13 Declare that each Lot meets the description and parentage you supply.
- 14.14 The Vendor is alone responsible for the information supplied and if the information is materially misleading or inaccurate:
- 14.15 You fully indemnify HRTR against any action by the Buyer and any costs and expenses incurred by HRTR in connection therewith.

15. INSPECTION AND/OR VETERINARY EXAMINATION

- 15.1 Prior to Auction, any horse which is being offered for sale must be available for:
- Inspection by a prospective Buyer, at the location the Vendor supplies; or
 - A limited veterinary clinical examination, if requested by and at the expense of a prospective Buyer, to whom the veterinarian will solely make his report.
 - HRTR may, at our discretion, either prior to or after a sale but without any obligation, have any Lot examined by a veterinarian or our choosing.
- 15.2 As a Vendor, you warrant that in relation to Lots that are Yearlings, Two Year Olds, Unraced and Raced Racehorses, that full and complete disclosure has been made by way of veterinary certificate as to whether any Lot has undergone invasive joint surgery, surgery to repair a fracture, surgical intervention of the upper respiratory tract, or has undergone abdominal surgery at any time (other than surgery to treat an umbilical hernia).

16. WINDSUCKER (AEROPHAGIA) OR WOBBLER

- 16.1 Should any horse be a windsucker (aerophagia) or a wobbler, this must be disclosed by the Vendor to the Harness Racing Trading Ring when submitting a Listing for the horse. This will be noted in the Listing for potential Buyers.
- 16.2 Should any Lot be found to be a windsucker (aerophagia) or wobbler within seven (7) working days of the Buyer taking possession of and this was not disclosed by the Vendor, then the Buyer may cancel the Sale in writing, subject to the Buyer producing a Veterinarian Certificate certifying that the horse is a windsucker (aerophagia) or wobbler, within a seven (7) day working period. All costs to return the horse to the Vendor is to be borne by the Vendor.

17. COLTS AND RIGS

- 17.1 Where any Lot is described as a 'Colt', the Buyer shall not be entitled to make any objection and shall have no claim against HRTR or the Vendor if such Lot is an animal in which one or both testes have not descended into the scrotum.
- 17.2 Excluding weanlings and yearlings, should any horse described as a 'Colt' be a Cryptorchid (rig) this must be Disclosed by the Vendor. Should any Lot be found to be a Cryptorchid (rig) this must be Disclosed by Vendor.
- 17.3 Should any Lot be found to be a Cryptorchid (rig) within seven (7) working days of the Buyer taking possession and such fact was NOT disclosed by the Vendor, then the Buyer may cancel the Sale, subject to the Buyer producing a Veterinarian certifying that the horse is a Cryptorchid (rig) within the seven (7) working day period.

18. ENDOSCOPIC EXAMINATION

- 18.1 If requested by the BUYER to the VENDOR, within one (1) working day after the close of the Auction, Yearlings, Two year olds, unraced and raced racehorses which are sold must be available to undergo a post-sale upper respiratory endoscopic examination at rest (excluding the trachea) by a suitably qualified Veterinarian, appointed by and at the expense of the Buyer.
- 18.2 Such examination shall take place within three (3) working days after the close of the Auction and before the date of possession/payment of balance owing. An examination may NOT be requested in relation to weanlings and broodmares.
- 18.3 Any one (1) or more of the following conditions shall be referred to in this Clause as “an upper respiratory condition”:
- Laryngeal hemiplegia (grossly deficient abductor function of one or both Arytenoid cartilages, Grades 4 and 5 Lane Bain Fallon Proceedings 1993);
 - Rostral displacement of the palatopharyngeal arch;
 - Persistent epiglottic entrapment;
 - Persistent dorsal displacement of the soft palate;
 - Arytenoid chondritis or chondroma;
 - Subepiglottic cyst(s);
 - Cleft palate;
- 18.4 If the examining Veterinarian is of the opinion that the horse has an upper respiratory condition, it shall be reported to the Vendor; and if the upper respiratory condition was not Disclosed by the Vendor; then:
- 18.5 The Buyer may cancel the sale by notice to HRTR and the Vendor within (one) 1 Working Day of the examination.
- 18.6 The Vendor agrees to allow the Buyer of the Lot to arrange for an endoscopic examination of the horse to be carried out (as the expense of the Buyer)
- 18.7 The Vendor acknowledges that HRTR shall not be responsible for or have any liability for damages, injury or illness suffered by the horse during or as a result of such examination. The veterinarian carrying out the examination acts at the request of the Buyer not HRTR.
- 18.8 The Vendor and the Buyer acknowledge that the veterinarian:
- 18.9 Is only required to report to the Vendor whether the horse is suffering from an upper respiratory condition; and
- 18.10 May report other conditions diagnosed to the Buyer from the examination and based on any material conditions not Disclosed by the Vendor, the Buyer may in his discretion cancel the sale within (one) 1 Working Day of the examination.

19. ANABOLIC STEROIDS

- 19.1 The Vendor warrants that any Weanling, Yearling, Untried Horse or Racehorse that is entered for Sale/Auction, will satisfy all HRA (Harness Racing Australia) or Harness Racing State Governing body rules regarding same.

20. BROODMARE PREGNANCY TESTS

- 20.1 In the case of a Broodmare shown as served and with a positive pregnancy test, HRTR recommends that the Vendor provide a positive pregnancy certificate, issued no earlier than seven (7) working days prior to the commencement of the Auction/Sale.
- 20.2 Buyers should be aware that a positive pregnancy test is the opinion of the Veterinarian concerned and is not a warranty by the Vendor or HRTR, that the mare is in foal.
- 20.3 Buyers may, at their expense have a mare manually examined before taking possession and within three (3) days of the close of the Auction. In the event of the mare being proved

- not to be in foal, the Buyer may cancel the Sale within one (1) working day of the manual examination. The Vendor must then pay any costs for re-examination.
- 20.4 Mares whose last date of service was less than forty-two (42) working days before the Sale are excluded from this condition.

21. FIT FOR PURPOSE

- 21.1 As a Buyer, you acknowledge, subject to the limited warranties expressed in these Terms and Conditions:
- 21.2 The purchase is made solely upon reliance of Your own:
- 21.2.1 Enquiries and inspection;
 - 21.2.2 Skill and judgement;
 - 21.2.3 That no guarantee, representation or warranty of any kind is made or given as to the fitness for purpose, soundness, condition or other quality of any Lot sold by a Vendor; and
 - 21.2.4 All implied conditions and warranties, guarantees, rights or remedies statutory or otherwise, including but not limited to any warranties of merchantability and fitness for a purpose are hereby excluded to the maximum extent permitted by law.
- 21.3 It is your responsibility as a prospective Buyer to arrange for any veterinary inspection or enquiries that you may require and you assume all consequences and risk from failure to do so.
- 21.2 It is entirely the Buyer's responsibility to conduct all due diligence.
- 21.3 The buyer has not relied on any statement made by or on behalf of the Vendor or HRTR in relation to any Lot.

22. CANCELLED SALE

- 22.1 If a Sale is Cancelled in accordance with Clauses in these Terms & Conditions after possession has been taken by the Buyer, the horse shall be returned to the Vendor at the Vendor's expense. Any transportation and/or agistment costs incurred by the Buyer from the date of purchase to the date of cancellation of the sale, shall be borne by the Vendor.
- 22.2 Where the Buyer or HRTR cancel a Sale of a Lot in accordance with these Terms and Conditions and the Buyer returns the Lot to the Vendor, the Buyer shall be entitled to a refund of all purchase monies paid in respect of such Lot from the Vendor and upon receiving the same shall have no further claim against the Vendor or HRTR.
- 22.3 Where the Buyer has purchased the Lot after it was disclosed by the Vendor that the horse is a Windsucker (Aerophagia), a Wobbler or a Cryptorchid (Rig), the Purchaser shall have no claim whatsoever against HRTR or the Vendor because of the fact.

23. TITLE POSSESSION AND RISK

- 23.1 The Vendor must:
- 23.2 Withhold the giving of possession, at your expense, until full payment of the final purchase price and any ancillary charges have been received by the Vendor.
- 23.3 Retain title to the Lot until payment in full has been made by the Buyer.
- 23.4 Sign the Notice of Transfer of Ownership Form (or submit the same online if applicable) and forward to the purchaser or to their relevant Governing Body within 48 hours of final payment for balance of sale being received.
- 23.5 As the Buyer, you must acknowledge:
- 23.6 The risk of loss or damage or injury to the horse whether by accident, disease or otherwise shall be with the Buyer from the close of the Auction. It is the Buyer's responsibility to

- purchase comprehensive insurance to cover any Lot for its full insurable value against all risks from the close of the Auction.
- 23.7 Each horse is sold with any engagements and the Buyer must register with the Governing Body, the Notice of Transfer of Ownership into your own name. HRTR accepts no responsibility if the Buyer fails to complete and register the Transfer of Ownership or engagements.
- 23.8 It is the Buyers responsibility to ensure that before you take possession of a Lot, it is not the subject of a lien, charge or security interest.

24. COMMISSION AND FEES

- 24.1 HRTR charges a Listing Fee to enter a Lot for a sale. The listing fees are outlined on the website and the Listing Fee is payable at time of listing. No refund or part refund of a Listing Fee will be given for entries that are withdrawn after an Auction has been published and is 'Live'.
- 24.2 The only time a Listing Fee will be refunded is if a horse has died or been injured. We will refund 50% of the Listing Fee upon supplying a Veterinary Certificate stating the horse has died or been injured.
- 24.3 If a Lot that has been Listed in an Auction on this website, is sold before Auction or within ten (10) working days of the close of the Auction, the Listing Fee is non refundable.
- 24.4 All fees must be paid in Australian Dollars and are non-refundable.
- 24.5 The Vendor is responsible for paying the Listing Fee. Failure to pay the Listing Fee means that the Lot will not be published 'Live' on the website.
- 24.6 RTR reserves the right to change fees, fee structures and commissions, giving ten (10) working days notice of any such change.

25. SUSPENSION AND TERMINATION

- 25.1 It is the sole discretion of HRTR, whether to suspend or terminate any User of this website. HRTR shall not be obliged to give any reason. In the case of suspension, it is also the sole discretion if/when a suspended user will be reactivated.
- 25.2 Various clauses within these Terms and Conditions, by their nature are designed to survive and continue after suspension or termination. Such clauses shall continue and survive after the suspension or termination of a User and their Profile.

26. ACCESSING THE WEBSITE

- 26.1 HRTR takes all reasonable steps to ensure that the website is available and fully functioning at all times however, in the event that the website is unavailable or functioning incorrectly either wholly or partially, we shall offer (where possible) the opportunity to repeat the Auction. Where this is not possible, we will offer full or part refunds subject to these Terms and Conditions.
- 26.2 Refunds will not be offered where a third party provider, who supplies a service to You, rather than HRTR, causes the issue.

27. TAXES

- 27.1 All Lots offered are subject to gst if the Vendor is registered for gst and the sale is part of the Vendor's gst taxable activity (in which case the Vendor must provide their ABN Number) unless the sale does not, or is claimed not to attract gst or the Lot is exempt from gst.
- 27.2 Bidding will be on a gst exclusive basis and will be added to the Final Sale Price/Purchase Price, if applicable. If the Vendor is not registered for gst or the sale does not or is not claimed to attract gst, the Lot will be exempt from gst and no gst will be added to the Final Sale Price/Purchase Price.

- 27.3 GST is payable on services provided by HRTR (listing fee).
27.4 GST is also payable on the Lot, to be paid to the Vendor if they are registered for gst.

28. DISCLAIMER

- 28.1 Transactions and all contact between the Buyer, Vendor and other Users of this website are conducted entirely at Your Own Risk. You agree that HRTR takes no responsibility or liability for any misconduct of Users including without limitation, Users that have registered under false pretences or who attempt to defraud you.
- 28.2 HRTR gives no undertakings, representations or warranties in relation to horses sold or listed on this website and without limiting the foregoing, including:
- 28.2.1 Ownership of any Lot or the prerequisites for the Sale of any Lot in respect of which the Vendor has or claims a lien, charge or security interest.
 - 28.2.2 Whether a Lot is the subject of a lien, charge, pre-emptive right or security interest.
 - 28.2.3 The Fitness for Purpose of any Lot.
 - 28.2.4 Defects or imperfections of any Lot.
 - 28.2.5 The accuracy and/or truth of descriptions and parentage.
 - 28.2.6 That any Lot will meet your requirements or expectations.
 - 28.2.7 The ability of Buyers and Vendors to complete a transaction.
 - 28.2.8 The accuracy of any advertisements or listings.
 - 28.2.9 That the Vendor will give possession or otherwise complete a Sale of any Lot.
 - 28.2.10 That the Buyer will pay for or take possession or otherwise complete the purchase of any Lot.
 - 28.2.11 Whether any transaction will be completed.
- 28.3 You expressly understand and agree that:

Sole Risk. Your use of the services is at Your sole risk. The website and its' services are provided on an 'as is' and 'as available' basis. To the maximum extent permitted by Law and without limitation, HRTR disclaim and exclude all implied conditions, warranties, guarantees, rights or remedies, statutory or otherwise, including but not limited to any warranties of merchantability and fitness or a particular purpose to the maximum extent permitted by Law.

Accuracy: HRTR are not responsible for the accuracy of any content on the website nor any advertisements placed on it.

Links to other websites: HRTR are not responsible for links to third party websites from this website and the inclusion of a link does not imply an endorsement of a third party website by HRTR.

Indemnity: You agree to release, indemnify and keep indemnified, HRTR and our respective officers and employees from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, fines, fees or demands suffered or incurred by HRTR (including consequential and economic losses, property loss or damage and damages for injury, including personal injury and death) to any person arising out of or in connection with Your failure to comply with these Terms and Conditions. Your failure to complete a transaction, Your sale or attempted Sale of a Lot or arising out of any content You submit, post, transmit or make available through our Services and HRTR performing any obligation or enforcing any right under these Terms and Conditions and the act or omission of any Vendor, Bidder, Buyer or Third Party and the provision of services by HRTR.

29. PRIVACY

29.1 User of this website is also governed by our Privacy Policy, which is incorporated into these Terms and Conditions.

30. SEVERABILITY

30.1 The foregoing paragraphs, sub-paragraphs and clauses of these Terms and Conditions shall be read and construed independently of each other. Should any part of these Terms and Conditions or its' paragraphs, sub-paragraphs or clauses be found to be invalid, it shall not affect the remaining paragraphs, sub-paragraphs or clauses.

31. DISPUTES

31.1 In the case of a dispute the remedy of the Buyer shall be against the Vendor and remedy of the Vendor shall be against the Buyer. In no case or under any circumstances shall it be against HRTR. Any disputes that arise between the Vendor and the Buyer in relation to any Lot, shall be resolved between them only and no Lot shall be delivered to HRTR or to our property.

32. WAIVER

32.1 No failure or delay or indulgence on the part of HRTR or by the Vendor or Buyer in exercising any power or right under these Terms and Conditions will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same or any other right or power hereunder.

33. ENTIRE AGREEMENT AND UNDERSTANDING

33.1 These Terms and Conditions set out the entire Agreement and Understanding between You and HRTR and between the Buyer and Vendor, subject to any specific terms and conditions applicable to any lot that are displayed on this website or in respect of which You otherwise have notice.

34. FORCE MAJEURE

34.1 Without prejudice, HRTR have no liability for any lack of performance, unavailability or failure of the services or the website, or for any failure of HRTR to comply with these Terms and Conditions where the same arises from any clause reasonably beyond our control.

35. GOVERNING LAW

35.1 These Terms and Conditions shall be construed in accordance with the Laws of New South Wales, Australia and You submit to the exclusive jurisdiction of NSW Courts.