

# CLAIMING CONDITIONS

- 1 The Controlling Body may determine an event to include claiming greyhounds.
- 2 The terms, conditions and procedures relating to the nomination of a greyhound in an event\*, the organization and conduct of the event\* and the claiming of a greyhound from the event\*, shall be as determined by the Controlling Body.
- 3 Subject to any determination made under Condition (2) the following applies:-
  - a. A current Authorisation form duly completed and signed by the owner/s must be on file with the Controlling Body before the close of nominations for the event\* in which the owner/s greyhound is to be a starter and available for claiming;
  - b. The claiming price for a greyhound in an event\* is to be printed in the racebook;
  - c. A person claiming a greyhound in an event\* must complete a Claiming Form and place it in the claim box.
  - d. The amount of the claiming price plus the fees payable in respect of the transfer of registration must be paid by the claimant to the Controlling body or Club conducting the event\* by either:
    - i. Lodging a bank cheque marked "A/C Payee GRSA" only or
    - ii. Cash;
  - e. A claim must be made on the approved form and be placed in the claim box not less than 15 minutes before the advertised starting time of the event\* and once made cannot be withdrawn;
  - f. A person shall not lodge more than one claim for a greyhound in an event\*;
  - g. The claim box shall be under the control of the Chief Steward;
  - h. The Chief Steward shall open the claim box no earlier than 15 minutes before the start of the event and no later than immediately after the event\* and determine the claims;
  - i. Should more than one claim be made for the same greyhound the successful claimant shall be determined by the Chief Steward by conducting a ballot;
  - j. Any eligible greyhound in the declared field for an event\* including reserves can be claimed;
  - k. The maximum claiming price for any greyhound in any event\* shall be \$5,000 with the minimum being \$500;
  - l. The claiming price in respect of any greyhound must be declared at the time of nomination with the Controlling Body Grading Department;
  - m. Where a greyhound is engaged to race in an event\* and is subsequently withdrawn on veterinary advice, the trainer shall at the time of its withdrawal produce a veterinary certificate stating precisely the reason for the withdrawal;
  - n. Unless otherwise approved by the Controlling Body, events\* shall be conducted at grade five and six only, or a mixed stake including grade four, five or six greyhounds, these events\* will be selected on the Order of Preference;
  - o. The distance of an event\* may be determined by the Club conducting the event\*, subject to approval by the Controlling Body.
- 4 Subject to any other determination by the Controlling Body, a greyhound cannot be claimed unless an event\* is conducted and an official result declared.
- 5 A claimed greyhound with its collar and lead and a detailed schedule in writing of any other gear used on the greyhound shall be delivered immediately by the original owner or its trainer or authorised agent to the successful claimant upon authorization of the Chief Steward.
- 6 Every greyhound claimed shall race in the event\* in the interest and for the account of the person who owned it at the time of nomination for the event\* but, subject to paragraph (b) or (c) of these conditions, title of the greyhound shall vest in the person who becomes the successful claimant immediately upon the removal of the greyhound from the on-course kennel house;



- a. When a greyhound is claimed in the name of a partnership or syndicate, as defined in the Rules of Greyhound Racing, an individual responsible for the care of the greyhound after the claim has been affected, must be notified at the time of submitting the claim;
  - b. If a claimed greyhound suffers injury or death, during or immediately after the event\*, or is disqualified by Stewards for any misdemeanor during the event\*, a claimant may repudiate their claim on such greyhound;
  - c. If a claimed greyhound returns a positive swab, the claimant may repudiate the claim within seven days of the claimant being notified by the Controlling Body that the first analysis of the swab has reported the presence of a prohibited substance or before the greyhound has its next start following that notification, whichever is the sooner and deliver the greyhound to the person who was the owner at the time of its engagement for the event\*;
  - d. The Chief Steward may require a claimant to declare that he or she is claiming the greyhound on the claimant's own account;
  - e. For 30 days after claiming, a greyhound is ineligible to start in an event in the interest and for the account of the person who owned it at the time of nomination for the event\*, nor during that period shall the greyhound remain in or return to the ownership, care or management of that person unless it be reclaimed out of another event\*;
  - f. Where a greyhound is nominated for an event\*, no transfer of ownership shall have any legal effect during the period commencing from date of nomination and terminating upon the declaration of an official result in the event\*;
  - g. The Controlling Body or Club conducting an event\* shall pay the price to the former owner as soon as possible after the transfer to the successful claimant has been registered by the Controlling Body, subject to the clearance of any swab sample taken from the greyhound prior to, or subsequent to, any event\*.
- 7 Where a claimant repudiates a claim under condition (b) or (c) of condition (6) the owner of the greyhound at the time of its nomination for the event\* –
- a. Is liable to reimburse the claimant for monies spent on the greyhound's care and sustenance;
  - b. Shall hold the claimant indemnified against any claim for the greyhound's care and sustenance and also any claim arising out of the death of, or injury to, the animal not directly attributable to the negligence of the claimant.
- 8 A person who fails to comply with any provision of condition (7) is guilty of an offence.
- 9 a. In or with respect to an event\* a person shall not –
- i. Claim directly or indirectly a greyhound owned or trained by that person;
  - ii. Claim a greyhound for another person unless authorised in writing to do so;
  - iii. Enter into an agreement to claim or not to claim or to prevent or attempt to prevent a person from claiming a greyhound.
- b. A person who fails to comply with any provision of this condition is guilty of an offence.
- 10 Notwithstanding condition (10) a greyhound owned by a syndicate or otherwise jointly owned may, where the syndicate or joint ownership arrangement is being dissolved, be claimed by a member of that syndicate or party to the joint ownership arrangement.
- 11 A person who fails to comply with clause (5) or clause (6)(b) or (c) of these conditions is guilty of an offence.
- a. A person who refuses to accept delivery of a greyhound pursuant to clause (6) (b) or (c) of these conditions is guilty of an offence.
- 12 Where a greyhound is involved in an offence arising under these conditions, the Controlling Body may take such action with respect to the greyhound as it thinks fit.
- 13 A greyhound must not be claimed in a heat of an event\*.
- a. A greyhound which has qualified for the final of an event\* is eligible to be claimed irrespective of whether the greyhound is in the declared field for the final or not and whether the greyhound participates in the final or not.

\* event/s is for any race where a greyhound has been nominated and accepted into the race with a claiming price.