

## SCOTTISH HORSE AUCTION

### Conditions of Sale

Sales are held subject to the following conditions which form the basis of the Contract between the Purchaser and Vendor.

ANY DISPUTE ARISING OUT OF A SALE OF ANY LOT IN ACCORDANCE WITH THESE CONDITIONS OF SALE SHALL BE A DISPUTE BETWEEN VENDOR AND PURCHASER AND IN NO CIRCUMSTANCES SHALL SCOTTISH HORSE AUCTION BE LIABLE TO EITHER PARTY IN CONNECTION WITH SUCH DISPUTE.

### 1 BIDDING ONLINE

#### Registration

- 1) All bidders should be of legal age 18 years of age or older
- 2) Clients wishing to bid online will need to register their details more than 1 hour prior to start of sale.
- 3) Clients bidding online should have read in full our Terms & Conditions as by bidding online Scottish Horse Auction will understand that you have accepted these terms.
- 4) Ensure your account is private to you as by bidding online you will have entered into a binding contract and are liable for all bids made by said account.
- 5) Payment for online bidding and telephone bidding shall be made by bank transfer to Scottish Horse Auction, Account Number 57144369, Sort code 04-00-03.**
- 6) Scottish Horse Auction reserves the right to reject or terminate an online bidding account without notice.

### 2 BIDDING

- 1) Bidding on the Online Auction is done so at your own risk. Scottish Horse Auction will not accept responsibility for any problems that may arise whether technical, wi-fi or internet speeds / failure or otherwise.
- 2) Purchasers should ensure that they have familiarized themselves with all information pertaining to the Lot they are interested in i.e. veterinary certificate, vendors warranty, etc. and be satisfied with the information.
- 3) Once the 'Bid' button has been clicked, the bidder takes full responsibility and will be held liable for the full payment and collection of the lot if named the winning bidder.
- 4) Payment for bidding in person shall be made by bank transfer to Scottish Horse Auction, or by cash or card at the Scottish Horse Auction Office.**

5) It will be at Scottish Horse Auction Auctioneers discretion as to the winning bid, accepted bids include in-person, telephone and online.

### 3. PAYMENT, COMMISSIONS AND FEES

Money shall not be paid to the Vendor of any Lot unless the Lot is cleared by the Purchaser. In the event of a defaulting purchaser the Auctioneers shall not be held liable or responsible for any deficiency which may arise on the resale of an undeclared Lot. Scottish Horse Auction shall not be answerable for any deficiency which may arise on the re-sale of an uncleared Lot. Payment to the Vendor or his authorised agent will be made within 14 days of the day of the Sale in respect of those animals where payment has been received.

Commission shall be charged by Scottish Horse Auction to the Vendor at 4% of the purchase price of the Lot. This shall be deducted from the purchase price received from the purchaser prior to payment being made to the Vendor. Purchasers are advised that the only payment acceptable to Scottish Horse Auction on the day of sale is Cash, Bank Transfer Debit Card, or Credit Card.

Commission shall be charged by Scottish Horse Auction to the Purchaser at 6% of the purchase price of the Lot. Such commission is payable at the time of purchase.

### 4. PURCHASER'S DUTIES

Prospective Purchasers are advised to make close inspection of Lots to ensure they are satisfied and Online Bidders should be satisfied with the video footage/photos and information provided including veterinary certificate and vendors warranty. In addition all Prospective Purchasers should check all paperwork including vet certificates, vendor warranties and passports which can be checked in the main office prior to purchase.

Each lot is sold under the Conditions of Sale, unless otherwise specified by the auctioneer on the day. There is no term implied in any sale that any lot is of merchantable quality or is fit for training or any particular purpose. Purchasers are subject to any announcements that may be made from the Auctioneer's Rostrum and therefore it is the responsibility of all bidders to be in attendance at the commencement of the sale of a Lot to hear any such announcements. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. The Vendor is responsible for the accuracy of all information provided by themselves for each Lot.

## 5. RESERVES, BIDDING AND PRIVATE SALES

(1) A Lot entered in the Catalogue and advertised for sale by Scottish Horse Auction on behalf of a Vendor/Owner shall not be sold by the owner before the Auction of that Lot. Full commission will be due to Scottish Horse Auction for any Lot sold within the two weeks prior to and the two weeks after the date of sale.

(2) There may be a reserve price for any Lot, and subject to such reserve price the highest bidder shall be the Purchaser. Should any dispute arise between two or more bidders Scottish Horse Auction shall forthwith adjudicate on the dispute and their decision shall be binding on all parties. At Scottish Horse Auction's discretion the lot in dispute may be put up again for Auction or resold.

(3) Scottish Horse Auction reserve the following rights; (a) To refuse the bidding of any person, without giving any reason. (b) To withdraw the Lot from sale at any time before it has been knocked down without disclosing the reserve price. (c) Scottish Horse Auction reserve the right to fix a minimum price at any or all sales.

(4) A Purchaser shall furnish his name and address to Scottish Horse Auction immediately after the Lot is knocked down, and shall immediately pay the purchase price. Should the Purchase Price not be paid immediately then Scottish Horse Auction may at their discretion and in consultation with the Vendor, put up the Lot for Auction and re-sell it.

(5) A LOT SHALL BE AT THE VENDORS RISK WHILE IN SCOTTISH HORSE AUCTION PREMISES PROVIDED HOWEVER THAT WHERE SUCH LOT HAS BEEN SOLD IT SHALL BE AT THE PURCHASERS RISK FROM THE FALL OF THE HAMMER, OR AFTER A RE-VETERINARY EXAMINATION OF A BROODMARE IF REQUESTED BY THE PURCHASER OR FROM TIME OF SALE IF SOLD PRIVATELY. SCOTTISH HORSE AUCTION SHALL NOT BE LIABLE FOR LOSS, DAMAGE OR INJURY CAUSED BY A LOT WHILE ON THE PREMISES AND WHETHER TO THE PERSON IN CHARGE OF SUCH A LOT OR TO A THIRD PARTY.

(6) A Lot purchased shall be removed from Scottish Horse Auction premises not later than the evening of the sale of the day of purchase. If the purchase price has not been paid at the time of sale then the Lot shall not be released to the Purchaser until paid for.

(7) If a Lot is purchased and not paid for as herein before provided, then the following provisions shall take effect until payment is received, (a) Title to the Lot shall not pass to the Purchaser but shall remain vested in the Vendor. (b) Should the Purchaser fail to pay for a Lot within a reasonable period then such Lot may at any time be resold by Public Auction or by Private Treaty, and the deficiency (if any) resulting from such resale shall immediately be made good by the defaulting Purchaser. (c) Nothing herein contained shall preclude Scottish Horse Auction or the Vendor of a Lot pursuing all legal remedies available to them, or either of them for the recovery of the Purchase Price from a

defaulting Purchaser and all expenses commissions and damages resulting from such default.

(8) All private transactions on day of sale must be transacted through the Office of Scottish Horse Auction. Anyone found not adhering to these Conditions, will be barred from participating in all our future sales.

#### 6. DESCRIPTIONS OF A LOT, SOUNDNESS AND STABLE VICIES.

(1) Scottish Horse Auction shall not be liable for any statement made in a Sales Catalogue or from the Rostrum, concerning a Lot listed herein for sale, nor for any Description, Pedigree or Warranty expressed or implied on its behalf, such information being supplied by the Vendor who alone is responsible for its accuracy. Description of height are only approximate. The Vendor is obliged to disclose all past history of the animal in relation to unsoundness, ailments, vices, etc

(2) The Vendor is responsible for the declaration of all known vices on the Vendor Warranty form and if possible the same are announced by the commentator from the auctioneer's rostrum. The Vendor must also declare any other problem with the animal to be sold, e.g. nervous/difficult to ride, difficult to box, or any other behavioural problems, etc. on the Vendor Warranty form also ensuring that these comments are announced by the commentator from the auctioneer's rostrum. If a vice e.g. clinical signs of sweet itch presents itself and Scottish Horse Auction have been notified and it is found that this problem is verified then the animal is returnable Any horse that sucks its tongue or makes a sucking noise this is regarded as a vice and must be declared – if not declared the horse is returnable.

(3) A Complaint must be lodged within 7 days post sale and if nothing has arisen prior to monies being paid out the contract is deemed complete.

(4) There is no term implied in any sale that any Lot is of merchantable quality or is fit for training or any particular purpose. The Lot is sold subject to these Conditions of Sale and is subject to any announcements that may be made from the Auctioneers Rostrum, and accordingly it is the responsibility of all bidders to be in attendance at the commencement of the Sale of a Lot to hear any such announcements.

(a) Any Lot which is a Crib-biter or windsucker, has been unnerved, is an established weaver, established boxwalker, napping, line or pin fired or has been tubed or otherwise operated on for unsoundness in wind or has shown any evidence of sweet itch or any vice whatsoever and is not so described is returnable.

(b) Any lot which has impaired vision or injury to the eye and is not so described is returnable.

(c) Any Lot which proves to be a Wobbler or Shiverer within 1 week of the sale, and such fact is not disclosed at the time of sale, is returnable. If the purchaser of any Lot sold with a Pedigree or Description contends that it does not correspond with such Pedigree or Description or if he contends that such Lot is effected with a Vice then he must notify the Auctioneer (Scottish Horse Auction) within 7 days from the last date of the sale at which the Lot was purchased specifying exactly the nature of the complaint that the Purchaser makes in respect of Lot Purchased. Failure to so notify the Auctioneers (Scottish Horse Auction) shall defeat any right or remedy the Purchaser may otherwise have pursuant to these conditions or otherwise. The Auctioneer shall then nominate a Veterinary Surgeon or other expert to investigate the Purchaser's contention and the decision of such Veterinary Surgeon or expert shall be binding on the vendor and purchaser. In the event that a Lot is returnable by reason of the matters arising herein, the Vendor shall pay to the Auctioneer all costs, the amount of any payment under this Condition payable shall be fixed by the Auctioneers whose decision shall be final and binding on the Parties.

(d) OCD in foals and yearlings – whereby the animal shows symptoms of OCD within a short period of time post sale then the Lot is deemed to be returnable.

(e) Should any dispute arise between a Vendor and a Purchaser as to any of these matters it shall be adjudicated upon by the Auctioneers (Scottish Horse Auction) at such time and in such manner as the Auctioneers in their absolute discretion shall think fit and their decision shall be final and binding on all parties. All expenses and charges incurred by such adjudication shall be borne by the party found to be in error. The Auctioneers shall not be liable as a party in any dispute between the Vendor and Purchaser or in any legal action arising there from.

(5) After the fall of the hammer any Lot purchased is at the Purchaser's expense and risk.

(6) In the case of a Veterinary complaint and whereby a Veterinary Certificate is required, Scottish Horse Auction may have the lot examined by a Veterinary Surgeon appointed by them and where the opinion of the Veterinary Surgeon so appointed does not agree with the opinion of the Purchaser's Veterinary Surgeon as expressed on his Certificate furnished, then the opinion of the Veterinary Surgeon appointed by Scottish Horse Auction shall prevail and shall be final and binding on the parties. If a problem is observed with a Lot prior to leaving the premises on a day of sale the Purchaser can notify an agent of Scottish Horse Auction. The fees of the Veterinary Surgeon appointed by Scottish Horse Auction shall be borne by the Vendor if the Purchaser's complaint is upheld, and by the Purchaser if not. Failure to return the Lot and to give notice to the Vendor and to Scottish Horse Auction in accordance with this Condition, shall be an absolute bar to any claim in respect of any alleged error in Pedigree or Description. The purchaser shall be bound to keep and to pay for the Lot, whether or not it complies with such Pedigree or Description is unsound in any respect. If it be decided that the lot is returnable, the Vendor shall pay Scottish Horse Auction on behalf of the Purchaser the cost of returning

the lot, and the amount of any payment under this Condition shall be fixed by Scottish Horse Auction, whose decision shall be final and binding on the Parties.

## 7. VETERINARY CERTIFICATE AND RE-EXAMINATIONS

Pre-Examinations should be carried out within 7 days of the sale.

- (1) A Lot may be offered for sale with Veterinary Certificate. It shall be Vendors responsibility to ensure that this Certificate is lodged with the Auctioneers not less than one hour before the expected time of sale. The Certificate shall be available for inspection by prospective Purchasers and may subsequently be read out from the Rostrum at the time of sale. In the event that a Certificate has been mislaid or not available for any other reason at the time of sale, the Auctioneers cannot include the veterinary certificate in the description of the lot.
  
- (2) Once a Lot is viewed, whether it comes with or without a veterinary certificate, the Purchaser may request a vet examination by the on site independent vet or their own vet if preferred. This must be completed prior to the lot being auctioned. The cost of this vetting is to be borne by the purchaser unless otherwise agreed with the vendor.
  
- (3) ) Brood-mares in foal should be examined for pregnancy within 7 days prior to the date of sale. Where a Broodmare is sold with a Veterinary Certificate of Pregnancy, the Purchaser may have her re-examined for Pregnancy by the independent vet in attendance or their own vet before the Brood-mare is removed from the Scottish Horse Auction provided that the purchaser has notified Scottish Horse Auction within 30 minutes of purchase. If the Brood-mare is found not to be certified, she shall be returned to the Vendor unsold and the Vendor shall be liable for the expenses as if she had been sold. The Purchaser shall in all cases be liable for the re-examination fee.

## 8. X-RAYS

X-Rays are not a veterinary requirement For Scottish Horse Auction but where x-rays are provided for a Lot, prospective purchasers should satisfy themselves prior to purchase, as post-sale, Lots are not returnable because of a differing veterinary opinion on such x-rays.

## 9. BLOOD TEST

The Purchaser of any Lot will have the right within 30 minutes of the fall of the hammer or as a result of a private sale to request that a blood sample be taken for subsequent storage or analysis to detect pain killing anti-inflammatory or performance altering drugs. If on analysis the result is positive the Lot is returnable. Random blood sample will be taken from entries on each day of sale to detect pain killing anti-inflammatory or performance altering drugs. If the result is positive the Vendor shall be barred from all future sales.

## 10. DISPUTES

Subject to foregoing Conditions, the Auctioneers (Scottish Horse Auction) act as the Agent of both the Vendor and the Purchaser and to this end, the Auctioneers shall use their best endeavours to act to the mutual benefit of both Vendor and Purchaser. In the event that any dispute arises for whatever reason as between the Vendor and the Purchaser, then the Auctioneers, the Vendor and the Purchaser shall be bound by these Conditions of Sale. The Auctioneers shall not be liable to the Purchaser or to the Vendor in any manner howsoever arising from the sale of any Lot and in the event of any dispute arising in relation to any Lot, the Vendor's remedy shall be against the Purchaser and the Purchaser's remedy shall be against the Vendor. In the event that the dispute arises as between Vendor and Purchaser in respect of any Lot before the Auctioneers have paid over any purchaser money, the Auctioneers on being notified of the said complaint and dispute between the parties, shall hold the purchaser money in their possession in the Clients Account until such time as the dispute is resolved. Resolution will only happen if the Conditions of Sale have been followed correctly by the Purchaser and the Vendor. If Conditions of Sale were not followed correctly, or for example brood mare re-examination was not utilised the parties involved will be informed that this circumstance is not possible. In the event that a Vendor or Purchaser initiates legal proceedings, the Auctioneers shall be bound by these Conditions of Sales and by any Order of Court in relation to the matter. The Vendor or Purchaser, as the case may be, shall indemnify Scottish Horse Auction in respect of any costs incurred resulting from any proceedings arising out of a sale. In the event of any dispute arising between purchaser and vendor for whatsoever reason (e.g. vices, lameness, riding problem, inaccurate description/details, etc) post sale a representative of Scottish Horse Auction may at its sole and absolute discretion make a final and binding decision(s) with regard to the dispute. Where Scottish Horse Auction are brought in as a party to any dispute, Scottish Horse Auction will be entitled to payment of their legal and other expenses on a full indemnity basis from the party who joins them in. In the event of a Lot having been removed from Scottish Horse Auction premises then Scottish Horse Auction shall be entitled to repossess the Lot from anyone in possession of it.

## 11. SAFETY

(1) Every person on the Scottish Horse Auction premises on which the Sale takes place, whether before, during or after the Sale shall be deemed to be there at their own risk and Scottish Horse Auction exclude liability in respect of any injury sustained by any of them or any loss or damage to property which may occur from any cause whatsoever, nothing in this subcondition shall be taken to exclude or restrict liability at law for death or personal injury to any person arising from Scottish Horse Auction negligence.

(2) Scottish Horse Auction accepts no responsibility for any disease, accident, loss or fatal or non fatal injury caused to a Lot (including death, theft or injury) or caused by any Lot while it is being moved by Scottish Horse Auction employees, agents or subcontractors between yards and Scottish Horse Auction premises or at any time whilst it is on Scottish Horse Auction premises. Provided always that nothing in this condition shall be taken to exclude or restrict Scottish Horse Auction liability at law for death or personal injury to persons arising from Scottish Horse Auction negligence.

## 12. PRIVATE SALES

All horses must go through the sales ring before an attempt of purchase is made. If a horse leaves the sales ring unsold a potential purchaser may negotiate directly (or with the assistance of a member of Scottish Horse Auction Team ) or, if an agreement is reached both purchaser and vender must put this transaction through the main office. It is generally accepted that the highest bidder in the ring has the first opportunity to negotiate with the vendor. Anyone found not adhering to these conditions will result in both Vendor and Purchaser being barred from future sales at Scottish Horse Auction

## 13. ATTENDANCE CONDITIONS

Scottish Horse Auction shall not accept responsibility for loss or damage suffered or incurred by any person while attending the sales through death, disease, accident, or any other cause whatsoever and whether to himself, his animals, his property or other property. Scottish Horse Auction retain the right to prohibit the entry to Scottish Horse Auction any animal which is suspected to be suffering from a contagious disease. Scottish Horse Auction reserve the right to refuse entry to any person/persons on to their premises. Or Scottish Horse Auction reserve the right to prohibit or bar entry to any person/persons on to their premises.