

CAVAN HORSE & PONY SALES

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 CAVAN **HORSE & PONY SALES** BE LIABLE TO EITHER PARTY IN CONNECTION WITH SUCH DISPUTE.

PURCHASER'S DUTIES

Purchasers are advised and requested to inspect each lot 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.

The Vendor is responsible for the accuracy of all information concerning the pedigree description and health of a Lot.

Cavan Horse & Pony Sales 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.

Cavan Horse & Pony Sales retain the right to prohibit the entry to Cavan Horse & Pony Sales any animal which is suspected to be suffering from a contagious disease.

Cavan Horse & Pony Sales reserve the right to refuse entry to any person/persons on to their premises.

1. RESERVES, BIDDING AND PRIVATE SALES

(1) A Lot entered in the Catalogue and advertised for sale by Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales shall forthwith adjudicate on the dispute and their decision shall be binding on all parties. At Cavan Horse & Pony Sales discretion the lot in dispute may be put up again for Auction or resold.

(3) Cavan Horse & Pony Sales 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) Cavan Horse & Pony Sales reserve the right to fix a minimum price at any or all sales.

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

(5) A LOT SHALL BE AT THE VENDORS RISK WHILE IN CAVAN HORSE & PONY SALES PREMISES PROVIDED HOWEVER THAT WHERE SUCH LOT HAS BEEN SOLD IT SHALL BE AT THE PURCHASERS RISK FROM THE FALL OF THE HAMMER, OR FROM TIME OF SALE IF SOLD PRIVATELY. CAVAN HORSE & PONY SALES 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 Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales 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 Auctioneers. Anyone found not adhering to these Conditions, will be barred from participating in all our future sales.

2. DESCRIPTIONS OF A LOT, SOUNDNESS AND STABLE VICES.

(1) Cavan Horse & Pony Sales 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. 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 to ensure 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 or prior signs of sweet itch, etc. presents itself and the office is notified and it is found that this problem is verified then the animal is returnable (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)

Any horse that sucks its tongue or makes a sucking noise this is regarded as a vice and must be declared – if not horse is returnable Post sale if any horse has any difference in description, something that is found to be severe that should not be there and is not recorded, e.g. any clinical signs of sweet itch, cataract in an eye, etc. then the animal is returnable to the Vendor. 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 and any other dispute thereof will have to be taken directly between purchaser and vendor and Cavan Horse & Pony Sales will have no part.

It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding.

(3) 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 box-walker, 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 (Cavan Horse & Pony Sales) 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 Purchasers makes in respect of Lot Purchased. Failure to so notify the Auctioneers (Cavan Horse & Pony Sales) 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 Purchasers 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 (Cavan Horse & Pony Sales) 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.

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

(5) If the Purchaser of any Lot sold with a Pedigree or Description contends that it does not correspond with such Pedigree or Description the Purchaser must notify Cavan Horse & Pony Sales specifying the nature of the complaint either by phone, fax, letter or email within 7 days of the day of sale and in turn shall notify the Vendor. In the cases where a Veterinary Certificate is required Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales. The fees of the Veterinary Surgeon appointed by Cavan Horse & Pony Sales 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 the notice to the Vendor and to Cavan Horse & Pony Sales in accordance with this Condition shall be an absolute bar to any claim in respect of any alleged error in Pedigree or Description, and 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 respects. If it be decided that the lot is returnable, the Vendor shall pay Cavan Horse & Pony Sales on behalf of the Purchaser the cost of returning the lot, and the amount of any payment under this Condition shall be fixed by Cavan Horse & Pony Sales whose decision shall be final and binding on the Parties.

3. VETERINARY CERTIFICATE AND RE-EXAMINATIONS

(i) The Auctioneers shall nominate a panel of approved Veterinary Surgeons. A Lot must be offered for sale with Veterinary

Certificate from a member of this panel. 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 may in their absolute discretion decide to postpone the sale or not offer the lot for sale. In any event, the Auctioneers shall not be held liable to any party by reason of the non-production of the Veterinary Certificate.

- (ii) Once a Lot is purchased, the Purchaser must notify the Auctioneers within 30 minutes of purchase if a re-examination is required. In such event, the Auctioneers shall arrange for such re-examination at the expense of the Purchaser and such re-examination will be performed by a member of the panel other than such member who has furnished the original Certificate. If on such re-examination a defect is apparent in the Lot and such defect has not been referred to in the original Veterinary Certificate and the member carrying out such examination is of the opinion that such defect is of practical significance then if necessary a referee Veterinary Surgeon shall be called upon whose decision shall be binding on all parties.
- (iii) A Lot remains at the Vendors risk until completion of the re-examination procedure. Once re-examination has been completed and the Lot has passed such re-examination, such lot is then held to the Purchasers risk. Following sale of a Lot by auction or privately, it shall remain the Vendors responsibility:
 - (a) To ascertain if re-examination has been requested and
 - (b) To present such horse for re-examination.
- (iv) Brood-mares 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 a member of the Veterinary Panel before the Brood-mare is removed from the Cavan Horse & Pony Sales provided that the purchaser has notified Cavan Horse & Pony Sales 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. Where a mare is sold in an International Performance Sale and subsequently turns out to be in foal, this mare is returnable from Purchaser to Vendor if Purchaser so wishes and in turn all expenses incurred by Purchaser will be borne by Vendor plus purchased monies.

4. 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 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.

5. DISPUTES

Subject to foregoing Conditions, the Auctioneers (Cavan Horse & Pony Sales) 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 as between the Vendor and Purchaser they both acknowledging to the Auctioneers that the matter has been so resolved. 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 Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales may at its sole and absolute discretion make a final and binding decision(s) with regard to the dispute.**

Where Cavan Horse & Pony Sales are brought in as a party to any dispute, Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales premises then Cavan Horse & Pony Sales shall be entitled to repossess the Lot from anyone in possession of it.

6. SAFETY

(1) Every person on the Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales 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 sub-condition shall be taken to exclude or restrict liability at law for death or personal injury to any person arising from Cavan Horse & Pony Sales negligence.

(2) Cavan Horse & Pony Sales 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 Cavan Horse & Pony Sales employees, agents or subcontractors between yards and Cavan Horse & Pony Sales premises or at any time whilst it is on Cavan Horse & Pony Sales premises.

Provided always that nothing in this condition shall be taken to exclude or restrict Cavan Horse & Pony Sales liability at law for death or personal injury to persons arising from Cavan Horse & Pony Sales negligence.

7. 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. Cavan Horse & Pony Sales 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 31 days of the day of the Sale in respect of those animals where payment has been received. Purchasers are advised that the only payment acceptable to Cavan Horse & Pony Sales on the day of sale is Cash, Debit Card, Credit Card (credit card payments are subject to a 2.5% surcharge levied by the Credit card Company), Banker's Draft or their own Cheque – Please note if paying by cheque this needs to be certified by your bank. These arrangements must be completed during banking hours.

From the 1st of January 2015 the Second Reduced Rate of Vat (currently 9%) applies to the supply of live horses other than those normally intended for use in agricultural production.

The Livestock rate (currently 4.8%) continues to apply to the supply of horses normally intended for use in agricultural production. Accordingly, the Livestock Rate (currently 4.8%) only applies to those horses that are supplied to a farmer. In practical terms, therefore, in order for the supply of a horse to qualify for the application of the livestock rate (currently 4.8%) the purchaser should make a written declaration to the VAT accountable supplier (Cavan Equestrian Centre Ltd) that he or she is a farmer (as defined in section 2 of the VAT Consolidation Act 2010) with details of his or her name, address and PPS/VAT registration number (If this applicable to you this farmer's declaration can be completed in the Sales Accounts office at Cavan Equestrian Centre)

Please note Price in Sales Ring is Nett of VAT and Commissions

Cavan Horse & Pony Sales reserve the right to charge interest on unpaid accounts at 5% per month or part thereof on all accounts which are unpaid 21 days after the last date of Sale.

Similar charges will be made for any Lot sold between the date of publication of the catalogue and one week after the date of Sale. Full commission is to be paid by the Vendor to Cavan Horse & Pony Sales in respect of any lot returnable and/or returned.

All sales: 3% of the sale price is payable by the Vendor and 6% by the purchaser.

8. 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 Cavan Sales Team) with the Vendor, if an agreement is reached both purchaser and vender must put this transaction through the main office. Anyone found not adhering to these conditions will result in both Vendor and Purchaser being barred from future sales at Cavan Horse & Pony Sales

Please Note

Sterling cheques/cash will be accepted at a rate given by our accounts department on day of receipt.