

ASCOT BLOODSTOCK AUCTION CONDITIONS

1. ENTRY

- (1) A horse shall be entered for a sale on completion of an entry form by or on behalf of the Seller and upon payment by the Seller to the Auctioneer of the prescribed entry fee.
- (2) On completion of the entry form, which the Seller warrants is complete and correct; they undertake to bring forward the entry for sale.
- (3) In the event that the Seller wishes to place a reserve on a Lot, the amount of the reserve must be specified in Pounds on the Entry Form or Additional Information/ Reserve Form. Unless written instructions are lodged with the Auctioneers either on the entry form or the Additional Information Reserve Form provided by the Auctioneers, lots will be sold without reserve.
- (4) The Seller warrants to the Auctioneer and to the Buyer that, on the day of the Sale, the horse will have no contagious diseases, and produce a valid passport or identity certificate.

2. COMMISSION BUYER'S PREMIUM & SELLING FEES

- Horses will be sold in Es Sterling.
- (1) The Seller will pay to the Auctioneer a commission of 5% on the hammer price of each Lot plus VAT.
 - (2) Where a horse is "Bought In" the Seller will pay a minimum commission fee of £100 +VAT or 6% of the Hammer Price, other than on 2 year olds (2010) which is a minimum of £220 or 10%, whichever is the greater.
 - (3) Commission is payable in full by the Seller to the Auctioneer even if a horse is subsequently returned by the Purchaser to the Seller in accordance with the complaints procedure hereunder or for any other reason.
 - (4) In the event that a horse is sold subject to veterinary examination and in the event that a horse is returned by the Buyer in accordance with a veterinary certificate obtained on the day of the Sale, then the Seller shall pay to the Auctioneer a commission of 2.5% of the gross sale price plus VAT.
 - (5) A fee of £100 plus VAT will be charged in respect of a lot entered and catalogued for sale which is withdrawn prior to sale by order of the Seller or Seller's Agent unless notification of withdrawal is accompanied by a Veterinary Certificate of unfitness. If no written notice is given to the Auctioneers prior to the day of sale then the withdrawal fee charged will be £200 plus VAT.
 - (6) The Purchaser will pay 6% plus VAT buyer's premium on the hammer price, except on 2 year olds which is minimum £120 or 6%, whichever is greater, in addition they will be charged a £15.00 inclusive of VAT indemnity fee for insurance purposes on each Lot.
 - (7) Any private sale made on the day of sale must be booked through the Auctioneers.
 - (8) A Thoroughbred Breeders Association (TBA) levy of 0.75% will automatically be deducted from the hammer price of sold horses unless the Seller informs the Auctioneers to the contrary.

3. CATALOGUE DESCRIPTION

- (1) The Auctioneer accepts no responsibility for the accuracy of any particulars of a Lot given in the catalogue. The Seller is solely responsible for any catalogue description of a Lot.
- (2) Upon receipt of a catalogue, the Seller undertakes immediately to check the accuracy of the relevant catalogue description of the Lot and to notify the Auctioneer immediately in writing of any correction, amendment or addition that needs to be made to the catalogue description.
- (3) If the catalogue as part of a description states that a Sale is "subject to vet" or similar wording, this means that the Sale is to take place subject to veterinary examination on the day of the Sale as set out in condition 8 below.
- (4) The Auctioneer may amend or add to any catalogue description during the course of a Sale and may declare a Sale to be subject to veterinary examination or not during the course of a Sale, in which event any announcement by the Auctioneer takes precedence over any entry in the catalogue.
- (5) A mare described as "IN FOAL" or "BELIEVED IN FOAL" constitutes a warranty that the mare is in foal and it is the responsibility of the vendor:
- (i) In the case of a mare covered during the Thoroughbred covering season preceding the sale to lodge with the Auctioneers before the date advertised for the sale, a Certificate of that Covering.
- (ii) In the case of a mare described "In Foal" or "Believed in Foal", to send with the horse a Certificate of Pregnancy signed by a veterinary Surgeon and dated not more than 4 weeks before the sale.

4. CONDUCT OF THE SALE

- (1) The Auctioneers may at their absolute discretion:
 - (a) Refuse to accept any bid or bidder.
 - (b) Regulate the bidding as the Auctioneer sees fit.
 - (c) Arrange, consolidate or withdraw any Lot.
 - (d) Cancel or postpone a Sale on account of bad weather or other supervening cause. In the event that a Sale is cancelled, moved or rearranged, the Auctioneer shall not be liable to pay compensation to any Seller bidder or any other party.
- (2) The Seller reserves the right to bid through the Auctioneer acting as the Seller's agent.
- (3) The Buyer shall be the highest bidder. In the event of a dispute between two or more bidders as to which is the Buyer, the Auctioneer shall have the right to declare the Buyer or, at the Auctioneer's discretion, immediately to re-offer the disputed Lot for sale.
- (4) The Buyer shall immediately on the fall of the hammer inform the Auctioneer of the Buyer's name and address and provide any proof of identity that the Auctioneer may require. Failure in this respect entitles the Auctioneer immediately to offer the Lot for re-sale and the original Buyer shall be liable to make good any difference in price to the Seller.
- (5) Any Buyer bidding as agent for a Principal shall be deemed to have bid on his own behalf as well as on behalf of his Principal and the highest bidder shall be personally liable along with the Principal to the Seller.
- (6) To gain entry on the sale site all lots must travel with their Passport which shows that they are currently vaccinated against equine influenza as per Horse Racing Authority requirements. Vaccination is not required for foals less than 6 calendar months old.
- (7) All lots will be checked in through the gates and no lot will be able to leave the sale premises until a pass has been obtained from the Auctioneers Office.
- (8) The Auctioneers reserve the right to random and/or at the request of Buyers, blood test any entry for substances that have not been declared to the Auctioneers pre-sale.
- (9) The Auctioneers, under the veterinary surgeon's guidance, reserve the right to refuse entry to any lot showing symptoms of coughing or any other contagious disease.
- (10) All Sellers and Buyers must follow the health and safety procedures and guidelines as laid out in the sales catalogue and by representatives of the Auctioneers on the day of sale.
- (11) All lots must be presented for sale at all times in either a bridle or chifney bit.
- (12) A minimum bid of four hundred pounds sterling (£400) will be in operation for standard lots, except for two year olds being (£500) and the select section being (£800)

5. PAYMENT

- (1) The Auctioneer, at the Auctioneer's discretion, may require the Buyer to pay a deposit of 20% of the price of the horse immediately following the sale.
- (2) The Buyer shall pay the Auctioneer in full for the price of the horse within 1 hour of the completion of the sale. Payment in this context may include the tender of a cheque in the full amount although the Auctioneer in the Auctioneer's discretion may refuse a cheque in which event the Buyer must tender payment in some other manner.
- (3) The Auctioneer shall pay the seller the price of the horse less Auctioneer's commission and any other outstanding charges and expenses due from the Seller to the Auctioneer within 28 days of the date of the Sale, provided that:
 - (i) In the Auctioneers opinion the Buyer is a bona fide Buyer and was capable of making a contract i.e. being sound of mind, not in collusion with the Seller and not under the influence of drugs or drink etc.
 - (ii) The Auctioneer has been paid in full for the price of the horse by the Buyer, any cheque tendered by or on behalf of the Buyer having cleared; and
 - (iii) The Buyer has not initiated the Complaints Procedure set out below. In the event that the Buyer has initiated the Complaints Procedure, the Auctioneer shall retain the price of the Lot pending the outcome of the Complaints Procedure.
- (4) Client's monies paid to us will be held in Brightwells Limited Client's Auction Sales Account at Barclays Bank plc; Hereford Branch. Clients will not be entitled to any interest on balances in this account.
- (5) If the Buyer fails to make a payment in full for the Lot, and in the Auctioneers opinion the Buyer is a bona fide person (3. i) and fails to make payment in full for the Lot or Lots the Auctioneer may, at his absolute discretion, resell the Lot and the Buyer shall be liable for any shortfall in price, and any associated expenses connected with such resale.

6. DELIVERY AND RISK

- (1) Horses sold as they stand shall be at the risk of the Seller until the fall of the hammer, whereupon risk shall pass to the Buyer.
- (2) All other horses shall remain at the risk of the Seller until the issue of an acceptable veterinary certificate, whereupon responsibility shall pass to the Buyer.
- (3) The Seller shall deliver the horse to the place of the Sale and shall provide the horse with adequate fodder and water for one night and shall provide the horse with a serviceable halter. In the event that the Seller fails to provide the horse with a serviceable halter, the Auctioneer may provide the horse with a halter and charge the Seller for the same.
- (4) Title in the horse shall not pass to the Buyer until the Buyer has made payment in full for the horse by means of cleared funds. Until payment in full by means of cleared funds is made, title shall remain with the Seller.
- (5) The Buyer shall not be entitled to take delivery of the horse until payment in full for the horse has been made. The Auctioneer may at the Auctioneer's sole discretion allow the Buyer to take delivery of the horse upon the tender by the Buyer or on his behalf of a cheque in the full amount of the price.
- (6) The Buyer, subject to payment in full, must take possession of the horse within 1 hour of the completion of the sale.
- (7) In the event that a horse is not sold, the Seller shall take back the horse from the Sale premises within 1 hour of the completion of the Sale.
- (8) The Buyer authorises the Seller and the Auctioneer as agent for the Seller to enter upon the Buyer's land to take collection of any horse in respect of which the Buyer has taken delivery but for which the Buyer has not paid in full.

7. RETURNED HORSES

- (1) Lots may be returned by the Buyer to the Seller if the Buyer of any Lot sold with a pedigree establishes that the pedigree is inaccurate:
- (2) Subject to Conditions 8 and 9, Lots may be returned by the Buyer to the Seller in accordance with the Complaints Procedure if the Buyer establishes that the description given in the catalogue in respect of a horse is inaccurate.
- (3) Lots may be returned by the Buyer to the Seller subject to the Complaints Procedure set out below if the horse:
 - (i) is a wind-sucker (i.e. swallows air whether in association with grasping fixed objects with incisor teeth or not); a crib-biter is not returnable unless the crib biting is associated with wind sucking, in which case the Lot is returnable as a wind-sucker.
 - (ii) is a weaver;
 - (iii) exhibits box walking;
 - (iv) is a shiverer;
 - (v) has been tubed, unerved or otherwise operated upon for unsoundness of wind;
 - (vi) is a male horse (other than a foal, a yearling before the 1st July of its yearling year) which does not have two testes fully descended to and fully palpable within the scrotum at the time of the Sale or is or shall be deemed to be a rig or cryptorchid;
 - (vii) has been run at any unrecognised meeting;
 - (viii) is in the Forfeit List; or
 - (ix) is the subject of a starting stall test as ordered by the Jockey Club;

and if the horse has not been described as such in the catalogue or verbally by the Auctioneer at time of sale.

8. SALES SUBJECT TO VETERINARY EXAMINATION

- (1) Sales are only subject to veterinary examination if they are specifically stated to be "subject to veterinary examination as per condition 8 conditions of sale" or similar in the catalogue or if this is stated by the Auctioneer during the course of the Sale.
- (2) If a horse is sold subject to veterinary examination, the horse should be submitted for veterinary examination by the Buyer on the day of the Sale WITHIN 1 hour of the time of purchase (i.e. the fall of the hammer).
- (3) The sale catalogue shall set out the procedure to be followed by the Buyer on submitting the horse for veterinary examination on the day of the Sale.
- (4) The purpose of the veterinary examination is to check the accuracy of the physical description of the horse given in the catalogue. The veterinary examination will not cover the matters referred to in condition 7(3) above, save that the veterinary examination will be conclusive in relation to the "potential" of the horse.
- (5) At the end of the veterinary examination, the Veterinary Surgeon will provide the Buyer with a certificate stating that the horse does or does not comply with the physical description of the horse given in the catalogue.
- (6) In the event that the veterinary certificate stipulates that the horse complies with the physical description given in the catalogue, this shall be conclusive as between Seller and Buyer.
- (7) In the event that the veterinary certificate states that the horse does not comply with the physical description given in the catalogue, the Buyer shall not be liable to pay the price for the

horse and is entitled to the return of any deposit that may have been paid by the Buyer.

- (8) In the event that a Buyer fails to avail himself of a veterinary examination on the day of a Sale in the case of a horse sold subject to vet, the Buyer cannot thereafter make complaint of matters, which would have been covered by a veterinary examination.

9. SALES AS THEY STAND

- (1) All horses not specifically stated in the catalogue or by the Auctioneer during the sale to be sold subject to veterinary examination shall be sold as they stand.
- (2) In the event that a horse is sold as it stands, the Buyer is not to rely upon any physical description of the horse contained in the catalogue but is to rely upon the Buyer's own examination and judgement in relation to those matters.
- (3) The Buyer may still rely upon the Complaints Procedure in the case of a Sale as it stands save that the Buyer cannot complain of matters in respect of which a veterinary examination could have taken place had the horse been sold subject to veterinary examination.

10. SALES SUBJECT TO VETERINARY EXAMINATION OF WIND ONLY

- (1) Sales are only subject to veterinary examination of wind only if they are specifically stated to be "subject to veterinary examination of wind only as per condition 8 Conditions of sale", or similar in the catalogue, or if this is stated by the Auctioneer during the course of the Sale.
- (2) If a horse is sold subject to veterinary examination of wind only, the horse should be submitted for veterinary examination of wind only, by the Buyer on the day of the Sale.
- (3) The sale catalogue shall set out the procedure to be followed by the Buyer on submitting the horse for veterinary examination of wind only on the day of Sale.
- (4) The purpose of the veterinary examination is to determine whether the horse does or does not make a noise in its wind when actively exercised on the lunge. The veterinary examination will not cover the matters referred to in condition 7(3) above, save that the veterinary examination will be conclusive in relation to whether the horse has or has not passed its wind test.
- (5) At the end of the veterinary examination, the Veterinary Surgeon will provide the Buyer with a certificate stating that the horse does or does not make a noise in its wind after active exercise.
- (6) In the event that the veterinary certificate states that the horse has failed the wind examination, then the Buyer shall not be liable to pay the price for the horse and is entitled to the return of any deposit that may have been paid by the Buyer.
- (7) In the event that a Buyer fails to avail himself of a veterinary examination for wind only, on the day of a Sale in the case of a horse sold subject to examination of wind only, the Buyer cannot thereafter make complaint of matters, which would have been covered by this examination.

11. LIABILITY OF THE AUCTIONEER

- (1) The Auctioneer acts as agent of the Seller and the Auctioneer gives no warranties of any kind to the Buyer.
- (2) The Auctioneer does not accept any liability for:
 - (i) the description or pedigree of the horse given in the catalogue;
 - (ii) the physical condition or performance of the horse sold;
 - (iii) the payment of the price by the Purchaser;
 - (iv) the return of any horse by the Purchaser to the Seller;
 - (v) the administration of the Complaints Procedure beyond the appointment of an arbitrator in accordance therewith.

12. COMPLAINTS PROCEDURE

- (1) The Buyer shall notify the Auctioneer if the Buyer claims to be entitled to return a horse to the Seller in accordance with condition 7 above or for any other reason orally by 5.00 pm on the fourth day following the Sale.
- (2) The Buyer shall follow up this oral notification to the Auctioneer with written notification to the Auctioneer to be received by the Auctioneer within seven days from the date of the Sale. The written notification by the Buyer to the Auctioneer shall set out the grounds upon which the Buyer claims to be entitled to return the horse to the Seller.
- (3) Where appropriate, the Buyer shall submit, along with his written notification, a veterinary certificate confirming any matters in respect of which complaint is made. The failure to submit a veterinary certificate in circumstances where such a certificate is appropriate will mean that the Buyer's complaint will not be further entertained and the Buyer shall pay the price for the horse in full.
- (4) In the event that the Buyer fails to make oral or written notification of his complaint within the above timescales, the Buyer shall not be allowed to return the horse to the Seller but must make payment for the horse in full unless the Buyer can demonstrate to the satisfaction of the Auctioneer that it was not reasonably practicable for the Buyer to discover the complaint and to notify the Auctioneer of the same within the above timescales. However, in no circumstances whatsoever may the above time limits be extended beyond a period of 14 days after the date of the Sale.
- (5) On receipt of a written complaint together, where appropriate, with a veterinary certificate, the Auctioneer shall send a copy of the complaint and the veterinary certificate to the Seller and the Auctioneer shall appoint a suitable person to act as Arbitrator. The task of the Arbitrator will be to examine and determine the complaint. The name of the person appointed by the Auctioneer to act as Arbitrator shall be notified by the Auctioneer to the Seller and to the Buyer. The Auctioneer shall thereafter have no further responsibility in respect of the Complaint Procedure.
- (6) The examination and resolution of the complaint shall be under the control of the Arbitrator and the Seller and Purchaser shall comply with all directions that may be given by the Auctioneer in respect of the complaint.
- (7) The Arbitrator may require, before proceeding to examine and determine the complaint that the Arbitrator's fees and expenses shall be paid in advance. The Seller and Buyer shall thereupon each pay one-half of the sum stipulated by the Arbitrator.
- (8) The Arbitrator may direct that the horse shall be subject to such trial as he may direct and the Seller and Buyer shall lend their full co-operation to such a trial.
- (9) If either the Seller or the Buyer fails to comply with a direction of the Arbitrator or fails to pay any sum ordered to be paid by the Arbitrator, then the Arbitrator may at his own discretion decide not to proceed with the examination and determination of the complaint and may, if the Seller is in default, order that the horse be returned to the Seller or may, if the Buyer is in default, order that the Buyer pay the full price to the Seller.
- (10) Upon the determination of the complaint, the Arbitrator may at his discretion order that the unsuccessful party pay to the other all the costs and expenses associated with the Complaints Procedure.

13. SPECIAL CONDITIONS OF SALE

The Sale catalogue may contain additional special conditions of sale which may prevail over the aforementioned.

Brightwells Limited