

Web Entries

Malvern Performance Horse & Pony Sale

At The Three Counties Showground, Great Malvern, WR13 6NW
Tuesday 29th May 2012

Proven & Potential Dressage Horses, Eventers, Show Jumpers, Show Horses, Riding Horses, Hunters and Performance Ponies.

Including the Official Sale on behalf of the British Piebald and Skewbald Association (BSPA) and

A Sale of Carriages, Harness' and Accoutrements (Separate Schedule and Entry Form Available)

- For passport requirements see overleaf
- **Entry Fees:** Horses & Ponies £80 (including VAT)
- Horses sold in Pounds (Sterling)
- Commission charged at 6% plus VAT on sold lots
- Payment forwarded in 21 days after sale
- Proposed sale start time - 11.30 am
- Extensive & excellent trial and jumping grounds
- Overnight stabling for all entries
- Permanent catering and licensed bar
- All entries sold subject to veterinary examination
- **Please note:** Half commission is payable on all horses turned down by the veterinary panel whatever the reason
- Please see overleaf for veterinary advice and selling guidelines

Entries close Wednesday 16th May 2012

Important:

It is imperative that the correct VAT declaration is signed when completing entry forms or we will be obliged to charge VAT even if you are selling your horse Non-VAT.

As a service to our customers an inward sales sponsorship levy will be added to the sale deductions on all sold horses. This will represent 0.75% +VAT i.e. 90p in every £100 which will be utilised to create incentives for both purchasers and vendors.

Brightwells Auctioneers & Valuers

The Horse & Pony Dept., Easters Court, Leominster, Herefordshire, HR6 0DE

Fax. 01568 619710

Email: horses@brightwells.com

01568 619777
brightwells.com

Veterinary & Selling Advice

All horses in this Sale are subject to veterinary examination please note the following veterinary advice when completing your entry form and selling your entry.

1. Do not have your horse re-shod just before the Sale- likely to go lame.
2. Do not sell a horse with overgrown hooves or shoes just about to fall off- likely to go lame.
3. Always discuss with the Auctioneer any aspects of the horse that you feel may need to be declared.
4. Do not exaggerate your description e.g. “the ideal hunter” and yet it has a bowed tendon.
5. Put yourself in the position of the purchaser. If you would buy it then that is in the description to sell it on.
6. Do not bring a horse if it is lame, coughing, has a runny nose or any skin condition. Please ring the Auctioneer; or if discovered on arrival at the Sale do not unload the horse. Find the Auctioneer and discuss it.
7. The ‘Conditions of Sale’ say that ‘**a sarcoid or sarcoid like lesions**’ must be disclosed- this includes warts.
8. If the horse has been given or had used on it any substance e.g. drugs within the last eight days, this must be discussed with the Auctioneers.
9. If a horse is described as broken or riding then it is expected to be produced for sale under saddle and under saddle for it’s veterinary examination. The vendor is responsible to supply all necessary tack and rider etc.

Passports Notes

The Horse Passports (England) Regulations 2004 state that ‘after 28th February 2005 no person shall sell a horse without a passport’.

All entries must travel to the sale with their respective passport, this includes all foals and foals at foot. The Passport must be surrendered to the auctioneers on arrival at the sale site. If no passport is presented we will be unable to offer that entry and all entry fees will be forfeited.

The authenticity and accuracy of each entry’s passport is the sole responsibility of the vendor. Any inaccuracies that may occur should be dealt with between the vendor and purchaser.

For full details on The Horse Passports (England) Regulations 2004 please contact DEFRA on 0207 9048164 or via the website www.defra.gov.uk.

Brightwells Auctioneers

MALVERN HORSE AND PONY SALE AUCTION CONDITIONS OF SALE

All horses and ponies in this sale are subject to the following conditions of sale, except Lots which are sold for £700 or less. These Lots will be sold as they stand, all other questions of description & condition being entirely at the risk of the Buyer.

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 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. They are warned that the Auctioneers reserve the right to refuse future entries from Sellers who without good reason have failed to fulfil their obligation to present all Lots 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 Sterling on the entry form or the Reserve and Additional Information Sheet. Unless written instructions are lodged with the Auctioneers either on the entry form or the Reserve and Additional Information Sheet 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 DEFRA approved passport.

2. COMMISSION, BUYER'S PREMIUM & SELLING FEES

- (1) The Seller will pay to the Auctioneer a commission of 6% of 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 plus VAT or 6% of the hammer price, (whichever is the greater).
- (3) Commission is payable in full by the Seller to the Auctioneers even if a horse is subsequently returned by the Buyer 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 horse, having been entered for a Sale may be withdrawn prior to the Sale upon a payment of a withdrawal fee of £100 plus VAT in addition to the entry fee.
- (6) The Buyer will pay 6% plus VAT buyer's premium on the hammer price.
- (8) Any private sale made on the day of sale must be booked through the Auctioneers.
- (9) An inward Sales Sponsorship levy of 0.75% +VAT i.e. 90p in every £100 will automatically be deducted from the hammer price of sold Lots 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) The following words have the following meanings when used in a catalogue description:
 - (i) Unbroken - must be quiet to lead and to halter.
 - (ii) Partly Broken - must be capable of being ridden by a competent rider in an enclosed school.
 - (iii) Green - must be capable of being ridden by a competent rider at slow paces in open country.
 - (iv) Quiet to Ride - must be quiet and easy to manage and ride away, quiet and easily managed at all paces on grass, quiet and mannerly with all traffic on the road.
 - (iv) Hunter - must be quiet ride and quiet with hounds - capable of jumping a Novice Country.
 - (v) Jumper - must be able to jump a course commensurate with described capability when ridden by a competent rider.
 - (vi) Potential - where described as "having potential" for a specific purpose, the horse must have the physical capabilities to undertake this purpose or purposes and must be examined as such by the Veterinary Surgeon.
 - (vii) Driving Horses - the same guarantees as apply to riding horses in respect of ii, iii, and iv above.
 - (viii) Pony under 15 hands - must be easily manageable by a child of average competence and age appropriate to the size of the pony.
- (4) The accuracy of each entry's passport is the sole responsibility of the Seller. Any inaccuracies that may occur should be dealt with between the Seller and Buyer.
- (5) The Auctioneers 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.

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 causes. 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, to immediately 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 Auctioneers 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 Premises all lots must travel with their Passport.
- (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 Auctioneer's 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.

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 full in this context may include the tender of a cheque in the full amount although the Auctioneer in the Auctioneer's discretion may refuse such 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 21 days of the day of the Sale, provided that:-
 - (i) 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 been cleared; and
 - (ii) 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 a Buyer fails to make payment in full for a Lot, the Auctioneer may resell the Lot and the Buyer shall be liable for any shortfall in price.

6. DELIVERY AND RISK

(1) Horses sold as they stand or without veterinary examination instruction from the Buyer, shall be at the risk of the buyer from the fall of the hammer.

(2) All other horses shall remain at the risk of the Seller until the issue of an acceptable Veterinary Certificate whereupon risk 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 the 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 the 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 authorizes 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) The Buyer may return lots to the Seller if the Buyer of any lot sold with a pedigree establishes that the pedigree is inaccurate.

(2) Subject to Condition Eight, the Buyer may return Lots 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) has been tubed, fired, unnerved or operated upon for unsoundness of any other kind,

(v) 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 is or shall be deemed to be a rig or cryptorchid.

(vi) Fails to load on the Sale Day in a reasonable and acceptable way in a purpose constructed lorry or trailer.

(vii) Is a pacer/trotter, Standardbred horse.

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

8. SALE'S SUBJECT TO VETERINARY EXAMINATION

Warranties as to Veterinary Correctness cease to have effect once the Horse has been removed from the Sale Premises. A Panel of Veterinary Surgeons under Mr Peter Jinman MRCVS will be pleased to examine Lots on behalf of Buyers, at a fee of £150.00 including VAT payable in advance of the vetting and paid directly to the vet by either cash or cheque. The examination will include blood being taken. With the important proviso that if any Horse fails the Veterinary Examination the Vendor has the right to request a second opinion by the Chief Veterinary Surgeon at a fee of £25.00 including VAT whose opinion shall be binding on both Vendor and Purchaser.

(1) The Seller agrees that a horse shall be sold subject to veterinary examination.

(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 one hour of 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 between the 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, 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.

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

9. 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 buyer.

(iv) the return of any horse by the buyer to the Seller.

(v) the administration of the Complaints Procedure beyond the appointment of any arbitrator in accordance therewith.

10. 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 5.00pm 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 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 Buyer 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 cooperation to such a trial.

(9) If either the Seller or the buyer fail to comply with a direction of the Arbitrator or fail 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 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.

11. HARD HATS

Any person riding an animal at the Sale Premises must wear a hard riding hat of an approved standard.

12. SPECIAL CONDITIONS OF SALE

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

BRIGHTWELLS LTD.