



Shetland Pony Sale

**At The Royal Welsh Showground, Builth Wells, LD2 3SY
Friday 23rd September 2011**

Sale of Registered Shetland Ponies

- **Entry Fees:** £20.00 inc VAT per pony
- Ponies sold in Pounds (Sterling)
- Commission charged at 6% plus VAT on sold lots
- Payment forwarded in 21 days after sale
- All entries, including 2011 foals, must be registered with the Shetland Pony Society (SPSBS)
- To encourage further entries there will be no restrictions on unlicensed male stock being accepted for Sale. However, the auctioneers retain the right to refuse multiple entries of unlicensed males if they so wish.
- The minimum age of foals to be sold is 18 weeks on the day of sale, even if being sold at foot.
- Vendors shall supply each lot with a serviceable halter, or, at the discretion of the Auctioneers, pay for a serviceable halter supplied by the Auctioneers.
- Please include a photocopy of the pony's passport proving pony's breeding and vendor's ownership

Entries close Friday 26th August

1. Complete form in full using block capitals.
2. Send Entry Form, enclosing a cheque for your Entry Fee, made payable to Brightwells (address below).
3. Post completed Entry Form at least two clear days BEFORE entries close.

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.

Brightwells Auctioneers & Valuers

The Horse & Pony Dept., Easters Court, Leominster, Herefordshire, HR6 0DE
Fax. 01568 619710
Email: horses@brightwells.com

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brightwells.com

BRIGHTWELLS CONDITIONS OF SALE

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 Lot 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 Lot is subsequently returned by the Buyer to the Seller in accordance with the complaints procedure hereunder or for any other reason.
- 4) A Lot, 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.
- 5) The Buyer will pay 6% plus VAT buyer's premium on the hammer price.
- 6) Any private sale made on the day of sale must be booked through the Auctioneers.

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:
 - a) Unbroken - must be quiet to lead and to halter.
 - b) Partly broken - must be capable of being ridden by a competent rider in an enclosed school.
 - c) Green - must be capable of being ridden by a competent rider at slow paces in open country.
 - d) 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.
 - e) Hunter - must be quiet to ride and quiet with hounds - capable of jumping a Novice Country.
 - f) Jumper - must be able to jump a course commensurate with described capability when ridden by a competent rider.
 - g) Potential - where described as "having potential" for a specific purpose, the Pony must have the physical capabilities to undertake this purpose or purposes, and must be examined as such by the Veterinary Surgeon.
 - h) Driving Ponies - the same guarantees as apply to riding Ponies in respect of (b), (c) and (d) above.
 - i) Ponies under 15 hands/153cms - must be easily manageable by a child of average competence and age appropriate to the size of the pony.
- 4) The authenticity and 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 Auctioneer may amend or add to any catalogue description 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, 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 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 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:
 - a) In the Auctioneers opinion the Buyer is a bona fide Purchaser 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.
 - b) 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
 - c) 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. a) 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) Ponies 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) The Seller shall deliver the Pony to the place of the Sale and shall provide the Pony with adequate fodder and water for one night and shall provide the Pony with a serviceable halter. In the event that the Seller fails to provide the Pony with a serviceable halter, the Auctioneer may provide the Pony with a halter and charge the Seller for the same.
- 3) Title in the Pony shall not pass to the Buyer until the Buyer has made payment in full for the Pony by means of cleared funds. Until payment in full by means of cleared funds is made, title shall remain with the Seller.
- 4) The Buyer shall not be entitled to take delivery of the Pony until payment in full for the Pony has been made. The Auctioneer may at the Auctioneer's sole discretion allow the Buyer to take delivery of the Pony upon the tender by the Buyer or on his behalf of a cheque in the full amount of the price.
- 5) The Buyer, subject to payment in full, must take possession of the Pony within 1 hour of the completion of the Sale.
- 6) In the event that a Pony is not sold, the Seller shall take back the Pony from the Sale premises within 1 hour of the completion of the Sale.
- 7) 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 Pony in respect of which the Buyer has taken delivery but for which the Buyer has not paid in full.
- 8) All other Ponies shall remain at the risk of the Seller until the issue of an acceptable veterinary certificate, whereupon risk shall pass to the Buyer.

7. RETURNED PONIES

- 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) Lots may be returned by the Buyer to the Seller subject to the Complaints Procedure set out below if the Pony:
 - a) 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.
 - b) is a weaver;
 - c) exhibits box walking;
 - d) has sarcoids or sarcoid-like lesions;
 - e) has been tubed, fired, unnerved or operated upon for unsoundness of any other kind;
 - f) is a male Pony (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;
 - g) Fails to load on the Sale Day in a reasonable and acceptable way in a purpose constructed lorry or trailer.
and if the Pony has not been described as such in the catalogue.

8. 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:
 - a) the description or pedigree of the Pony given in the catalogue;
 - b) the physical condition or performance of the Pony sold;
 - c) the payment of the price by the Purchaser;
 - d) the return of any Pony by the Purchaser to the Seller;
 - e) the administration of the Complaints Procedure beyond the appointment of an arbitrator in accordance therewith.

9. COMPLAINTS PROCEDURE

- 1) The Buyer shall notify the Auctioneer if the Buyer claims to be entitled to return a Pony to the Seller in accordance with condition 7 above or for any other reason orally by 5.00 pm on the second 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 Pony 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 Pony 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 Pony to the Seller but must make payment for the Pony 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 Pony 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 Pony 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.

10. HATS

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

11. SPECIAL CONDITIONS OF SALE

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

BRIGHTWELLS