

Brightwells

Est. 1846



The Fayre Oaks High-Flyer Evening Sale

Saturday 19th October 2019 at 6:30pm

In the South Glamorgan Exhibition Hall, The Royal Welsh Showground, Builth Wells, Powys LD2 3SY

A Select Sale for fully registered Welsh Mountain Ponies Section A, Welsh Ponies Section B, Welsh Part Breds & their Geldings for members of the Welsh Pony & Cob Society (WPCS) held under the rules of the WPCS & Brightwells.

Entry Fees

£120* (including VAT) - this allows for a full-page entry with a coloured photograph in the catalogue. (This must be provided per our printer's requirements).

*The WPCS receive a proportion of this entry fee.

Commission

A standard Commission of 6% plus VAT will be charged to the Vendor with a minimum commission of £10 plus VAT per Lot. Ponies will be sold in Pounds (£) Sterling. Pay out to the Vendor will be made within 21 days of the Sale.

Passports:

- Your entry must be fully registered with the WPCS **and** registered with them in your name.
- If your entry was registered as a colt and has since been gelded the WPCS need to have updated his passport.
- Stallions 4 years old and over need to hold an appropriate stallion licence. 1, 2 and 3-year-old colts do **not** require a stallion licence.
- For the entry of foals please ensure your registration applications go in as early as possible to the WPCS so that they can get your passports processed in time for the Sale. This is particularly important if your foal is the mare's **first foal** due to the DNA requirement from maiden mares. All registration applications must be with the WPCS at least 4 weeks prior to the Sale otherwise the Society will not guarantee their return in time for the Sale. Please remember your foal must be **FOUR CALENDAR MONTHS** old by the sale date - please check their date of birth before entering.

Photographs

The completed application form should be returned with the correct entry fee and a recent photograph of the potential applicant to aid the selection process. Photographs by email are acceptable.

Once a pony is selected for the High-Flyer Sale the vendor will need to supply our printers with a photograph suitable for the Sales Catalogue on a disc and 300DPI minimum or by email.

Entries are only accepted from paid-up members of the WPCS and they must supply a fully completed entry form and the appropriate fee. All registered numbers, where applicable, must be entered on all entry forms. Incomplete entry forms will be rejected and returned.

Please make sure you have signed the VAT Declaration on the entry form otherwise VAT will be charged.

Final applications Monday 5th August ***

***We strongly recommend that you send entries either by recorded or special delivery as we can only guarantee to catalogue entries that arrive before the closing date. Please ensure you have read all the conditions of sale before entering.

Please make your cheque payable to Brightwells Auctioneers.

Brightwells Auctioneers, Welsh Pony & Cob Dept., Easters Court, Leominster, Herefordshire, HR6 ODE

Fax: 01568 619710

Email: welsh@brightwells.com

01568 619777
brightwells.com

Please ensure you have read the Conditions of Sale printed on the reverse side of the entry form, AND the following Conditions of Sale set by the Welsh Pony & Cob Society below:

- I Entries for Sale will only be accepted from members of the Society.
- II Vendors shall be responsible for the correct description of each animal entered for sale and the descriptions of animals in the Catalogue will follow the description given by the Vendor to the Auctioneers; Vendors are solely responsible for such descriptions.
- III Vendors must supply the Auctioneers with the correct and full name of the animal to be sold, its registration number, the name and registration number of its sire and dam, and the year of birth.
- IV The name and stud name (if applicable) of the Vendor of every animal shall be clearly printed in the Catalogue.
The Auctioneers shall not accept any entry for the Sale unless there is attached thereto a copy of the animal's Passport or proof that application for such a Passport has been lodged with the Breed Society.
- V All applications for registration must be submitted to the Society at least 4 weeks prior to the Sale date. The Society reserves the right to refuse applications for registration received after this date. It is a legal requirement for all animals 6 months or over to have a Passport and that all animals registered after July 2009 should have a microchip inserted.
- VI All animals must be accompanied to the Sale with their Passport.
- VII No animal over the age of 18 years will be allowed to be entered; dispersal sales are age exempt.
Heights - the following rules apply:
Re. Part-breds and Geldings:
- VIII a) On youngstock up to and including 2 years of age, height should read "should make..."
b) Lots 3 years of age and older, the height will be included if supported by a height certificate from the Joint Measurement Board. Where heights in this section are not supported by a certificate they will be declared as "approximate".
Re. Sections A, B, C & D: Heights on these ponies will be taken out of the catalogue unless supported by a height certificate from the Joint Measurement Board.
- IX All foals at foot must be at least 3 weeks of age and all weaned foals must be at least 4 months of age at the time of the sale and fully weaned.
- X No guarantee is implied or given that any mare is barren or in foal. Any service dates supplied are given in good faith but are not a guarantee of the mare being in foal.
No mare or filly shall be described in the catalogue as "covered" by a registered Welsh stallion unless the Auctioneers are in possession of a signed service certificate; such service certificates to only be issued by licenced stallions.
- XI Breeding mares or fillies must be either to the knowledge of the Vendor capable of breeding naturally without any surgical intervention, e.g. stitch, caslicks operation etc., or if any such surgical intervention is required, it must be declared by the Vendor and printed in the catalogue.
- XII Animals described as Colts or Stallions that are 4 years old or upwards must hold a licence issued by the Breed Society and this will be handed to the Purchaser. 2 and 3-year-old colts are sold with a guarantee that they are fully descended only. No guarantee is given as to Colt Foals or Yearling Colts.
- XIII
- XIV The use of plastic bags in the Sale Ring in any shape or form is banned.
- XV All animals, with the exception of foals, must be lead whilst in the ring.
- XVI At any time, only three handlers and the owner (one) will be allowed in the sale ring.
- XVII No animal under 3 years of age shall be ridden or driven.
- XVIII Any person riding an animal on the Sale Premises must wear a hard riding hat of an approved standard.
- XIX Purchasers must make their own arrangement for housing animals purchased until they are exported.
The Auctioneers shall deduct the current transfer fee per animal from the purchaser. As soon as it is convenient after the sale, the Auctioneers shall forward to the Secretary of the Welsh Pony and Cob Society a list of the registered Ponies and Cobs sold, to include the purchaser's full name and address and the applicable transfer fees.
- XX The Official Auctioneers, in conjunction with the Society's Honorary Veterinary Officer and/or Honorary Welfare Officer (or their representatives), reserve the right to withdraw entry of Lots to the Sale on the day on the advice of the Sale's Veterinary Surgeon.
- XXI The Vendor of any animal coughing at the Sale may be asked by the Auctioneers' Veterinary Surgeon to remove the Lot immediately.
- XXII Should any member of the Society be aggrieved by an action of the Auctioneers or Society officers, such as refusal of entries, they may refer the matter to the Society, which will then consider such complaints and take such action (if any) that they consider may be necessary.
- XXIII Any Vendor who commits or knowingly suffers any breach of these rules or anything which under these rules is deemed to be guilty of conduct derogatory to the character of the Society will render himself or herself liable to expulsion from the Society subject to the procedure as laid down in the Society's Articles of Association.
- XXIV The Auctioneers and Society reserve the right to remove from the Sale Premises and Showground any member of the Public who, in the Auctioneer's or Society's opinion, is acting in a manner not conducive to Good Business Relationships. This action will then be reported to the Welsh Pony and Cob Society.
- XXV

Please also note the following statements:

- All faults, unsoundnesses and vices should be declared by the seller including the fact that a lot has suffered from sweet itch, or has a sarcoid or sarcoid-like lesion.
- Please ensure there is no possibility of your 'uncovered' filly/ mare being in foal.
- Mares / fillies will **not** be described as 'covered' in the sales catalogue unless a signed service certificate is sent along with the entry. Similarly, broodmares will **not** be stated as 'scanned' or 'tested' in foal in the catalogue unless the entry is accompanied by veterinary evidence confirming the pregnancy with the relevant date on (in other words, statements will not be made unless they are supported).
- Note our Condition of Sale referring to withdrawn lots, introduced in an effort to prevent wasted journeys for prospective purchasers:

2.(5) The Auctioneers reserve the right to charge a penalty fee of £100 plus VAT on all lots entered in the Sale and not brought forward for Sale. This fee may be waived if the withdrawal is on veterinary grounds and suitable veterinary evidence is provided, or if the Auctioneer is satisfied the reason for the withdrawal was acceptable. All withdrawals must be confirmed in writing and this written confirmation must be with the auctioneer 7 days prior to the Sale. Any withdrawal after this time for whatever reason will be charged a £100 plus VAT penalty. All withdrawn lots will be published on the website 5 days before the Sale.

NB The Stud Prefix is only requested on entering to help cataloguing. If you wish to have it printed in the Sales Catalogue, please put it after the Vendor's Name in brackets.

Entries are only accepted from paid-up members of the WPCS:

- Subject to Brightwells & The Welsh Pony & Cob Society's Rules & Conditions
- And followed up by the relevant paperwork.

Reminders from The Welsh Pony & Cob Society:

- a) Vendors must be members of the Welsh Pony and Cob Society.
- b) All animals going through the sale must be fully registered and passported with the Society prior to the date of the sale. If the application for registration has not been received by the Society by the date of entries closing, they will not guarantee the return of the passports to vendors in time for the sale.
- c) All geldings must have passports that have been updated to show this fact, rather than colt passports.
- d) Vendors are reminded that it is illegal to transport animals to the Sale without an accompanying registration Passport.
- e) Council wishes to draw to members' attention the ruling that youngstock must not be clipped out.

Parking & Pedestrian Entrance Fees		
	Vendor	Non-Vendor
Day Parking	FREE (passes will be sent)	£10*
Overnight Parking per night	£10	£15*
Overnight Parking for Sale Duration	£15	£25*
Hostel Stay Parking	£10	£10*
Pedestrian Entrance		£5 per person

* A one-off fee of £5 is refundable should you purchase. This refund can only be redeemed once by surrendering part of your ticket at point of payment.

ALL FEES TO BE PAID ON ARRIVAL

Brightwells Conditions of Sale for The Fayre Oaks Sale

All lots are sold subject to the following conditions of sale, except lots which are sold for £500 or less. These lots will be sold as they stand (without warranty); all other questions of description and condition being entirely at the risk of the Buyer.

1. Entry

- (1) A lot 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 at Official Society Sales 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 lot will have no contagious diseases, and produce a DEFRA approved passport.

2. Commission, Buyers Premium & Selling Fees

- (1) The Seller will pay to the Auctioneer a commission of 6% of the hammer price of each Lot plus VAT with a minimum commission of £10 plus VAT per lot.
- (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) In the event that a lot is sold subject to veterinary examination and in the event that a lot 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 3% of the gross sale price plus VAT.
- (5) 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.
- (6) The Auctioneers reserve the right to charge a penalty fee of £100 plus VAT on all lots entered in the Sale and not brought forward for Sale. This fee may be waived if the withdrawal is on veterinary grounds and suitable veterinary evidence is provided, or if the Auctioneer is satisfied the reason for the withdrawal was acceptable. All withdrawals must be confirmed by written confirmation of the withdrawal, and this confirmation must be with the Auctioneer 7 days prior to the Sale. Any withdrawal after this time for whatever reason will be charged a £100 plus VAT penalty.
- (7) The Buyer will pay 10% including VAT buyer's premium on the hammer price, in addition they will be charged on behalf of the Welsh Pony & Cob Society their current Society transfer fee.
- (8) 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:
 - (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.
 - (v) Hunter - must be quiet to ride and quiet with hounds - capable of jumping a Novice Country.
 - (vi) Jumper - must be able to jump a course commensurate with described capability when ridden by competent rider.
 - (vii) Potential - where described as "having potential" for a specific purpose the lot must have the physical capabilities to undertake this purpose or purposes and must be examined as such by the Veterinary Surgeon.
 - (viii) Driving Horses- the same guarantees as apply to riding horses in respect of (ii), (iii) and (iv) above.
 - (ix) 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 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 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 Auctioneers 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 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 the 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 lot immediately following the sale.

(2) The Buyer shall pay the Auctioneer in full for the price of the lot 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 Lot less Auctioneer's commission and any other outstanding charges and expenses due from the Seller to the Auctioneer within 21 days of the date of the Sale, provided that:

- (i) In the Auctioneer's 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 lot 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.

(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) The Auctioneers reserve the right to withhold any monies due to the Seller and to rescind the contract for sale if, in our opinion, the Buyer is not a bona fide Buyer and/or incapable of making a contract; i.e. not being sound of mind, being in collusion with the Seller or being under the influence of drink or drugs.

6. Delivery and Risk

(1) Lots 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 lots 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 lot to the place of the Sale and shall provide the lot with adequate fodder and water for one night and shall provide the lot with a serviceable halter. In the event that the Seller fails to provide the lot with a serviceable halter, the Auctioneer may provide the lot with a halter and charge the Seller for the same.

(4) Title in the lot shall not pass to the Buyer until the Buyer has made payment in full for the lot 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 lot until payment in full for the lot has been made. The Auctioneer may at the Auctioneer's sole discretion allow the Buyer to take delivery of the lot 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 lot within 1 hour of the completion of the Sale.

(7) In the event that a lot is not sold, the Seller shall take back the lot 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 lot 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) 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 lot is inaccurate.

(3) Lots may be returned by the Buyer to the Seller subject to the Complaints Procedure set out below if the lot:

- (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 31st December 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) has suffered from Sweet Itch;
- (viii) is a breeding mare that requires surgical intervention such as stitching, caslicks etc.

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

8a. Veterinary Procedure - Day Sale Lots

All lots are sold subject to veterinary examination unless sold for £500 or less, or otherwise stated. Veterinary surgeons are available to examine lots as to whether they are correct under the Conditions of Sale. The veterinary surgeon's decision that a lot

be returnable is binding on both parties. All lots should be vetted for eyes, heart, action, age and ascertainment of catalogue descriptions for a fee of £80.00.

Buyers must notify the office that they require examination within 1 hour of the time of purchase and receive a vetting slip to enable examination to take place.

Sellers must check the veterinary board displayed in the Sales Office to see if their lot must be presented for veterinary examination. Sellers should not leave the Sale Site without first checking the vetting board.

ALL LOTS NOT EXAMINED BY THE VETERINARY SURGEON ON THE SALE DAY WILL NOT BE COVERED BY A VETERINARY WARRANTY.

It is emphasised that the facilities are not available to undertake a full veterinary examination on the day of the Sale, but part veterinary examination should take place. This part examination should include examination for warts, sarcoids or sarcoid-like lesions, which can only be complained about on the day of sale. Only lots that are examined by the panel of Veterinary Surgeons appointed by the Auctioneers on the day of the Sale have an extended two working days (including Saturdays) to enable complete veterinary examination. For the full veterinary procedure please see the sales catalogue.

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

(2) If a lot is sold subject to veterinary examination, the Buyer must notify the office that they require examination within 1 hour of the time of purchase.

(3) The sale catalogue shall set out the procedure to be followed by the Buyer on submitting the lot for part 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 lot given in the catalogue. The 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 lot.

(5) At the end of the veterinary examination, the Veterinary Surgeon will provide the Buyer with a certificate stating that the lot does or does not comply with the physical description of the lot given in the catalogue.

(6) In the event that the Sale day or post Sale Veterinary Certificate states that the lot does not comply with the physical description given in the catalogue, the Buyer shall not be liable to pay the price for the lot 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 on the day of a Sale, the Buyer cannot thereafter make complaint of matters, which would have been covered by a veterinary examination.

8b. - Veterinary Procedure - High-Flyer Evening Sale Lots

All lots are sold subject to a full veterinary examination on the sale site unless sold for £500 or less, or otherwise stated. Veterinary surgeons are available to examine lots as to whether they are correct under the Conditions of Sale. The veterinary surgeon's decision that a lot be returnable is binding on both parties. Buyers must notify the office that they require an examination by 09.30 am on the day following the purchase and receive a vetting slip to enable an examination to take place. Sellers must check the veterinary board displayed in the Sales Office to see if their lot must be presented for veterinary examination. Sellers should not leave the Sale Site without first checking the vetting board.

ALL LOTS NOT EXAMINED BY THE VETERINARY SURGEON ON THE SALE DAY WILL NOT BE COVERED BY A VETERINARY WARRANTY. Warranties as to Veterinary Correctness cease to have effect once the Lot has been removed from the Sale Premises. The duty veterinary surgeon will be pleased to examine Lots on behalf of Buyers, at a fee of £200.00 payable in advance of the vetting by either cash or cheque. The examination will include blood being taken.

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

(2) If a lot is sold subject to veterinary examination, Buyers must notify the office that they require an examination by 9.30am on the day following the purchase.

(3) The sale catalogue shall set out the procedure to be followed by the Buyer on submitting the lot for veterinary examination on the sale site.

(4) The purpose of the veterinary examination is to check the accuracy of the physical description of the lot given in the catalogue. The 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 lot.

(5) At the end of the veterinary examination, the Veterinary Surgeon will provide the Buyer with a certificate stating that the lot does or does not comply with the physical description of the lot given in the catalogue.

(6) In the event that the Sale day or post Sale Veterinary Certificate states that the lot does not comply with the physical description given in the catalogue, the Buyer shall not be liable to pay the price for the lot 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 on the day of a Sale, 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 liability for:

- (i) The description or pedigree of the lot given in the catalogue
- (ii) The physical condition or performance of the lot sold
- (iii) The payment of the price by the Buyer
- (iv) The return of any lot by the Buyer to the Seller
- (v) The administration of the Complaints Procedure beyond the appointment of an arbitrator in accordance therewith.

10. Complaints Procedure

(1) The Buyer shall notify the Auctioneer if the Buyer claims to be entitled to return a lot to the Seller in accordance with condition 7 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 lot 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 lot 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 lot to the Seller but must make payment for the lot 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 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 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 the Buyer shall thereupon each pay one-half of the sum stipulated by the Arbitrator.

(8) The Arbitrator may direct that the lot 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 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 the lot 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 on 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. In addition, Brightwells Conditions of Sale supersede any conditions laid down by the Welsh Pony & Cob Society.

13. Data Protection Policy

By completing an entry, the seller consents that their details may be shared with the Welsh Pony & Cob Society. A "Customer" is defined as a person who Brightwells does business with, and their information will be stored in our system in accordance with our data protection policy, which can be viewed on www.brightwells.com

PLEASE ALSO SEE THE ADDITIONAL DETAILED CONDITIONS OF SALE LAID DOWN BY THE WELSH PONY & COB SOCIETY.