

Elite Horse Sales at Arena UK – Conditions of Sale:



These conditions complement the Livestock Auctioneer's Association conditions of sale, on display in the office and available on our website at <http://meltonmowbraymarket.co.uk/termsconditions>. If there is any conflict between the two, these specific conditions will take precedence.

Entry in the Sale:

Is by Seller's acceptance of these Conditions of Sale, completion of entry form with accurate information, **provision of the correct passport to match the horse listed** and payment of Entry Fee £60 inc VAT.

Auctioneer's commission is 7.5% plus VAT, with a minimum of £100 plus VAT. Buyers' premium is 7.5% plus VAT, with a minimum of £100.

The Auctioneers accept the entry in good faith and responsibility for accuracy of information remains with the Seller. Please ensure horses are provided with water and haynet whilst on the sale yard, supplies can be purchased from Arena UK, who can also provide stabling overnight before and after the sale.

Every Horse must be accompanied to the sale with a DEFRA approved current passport which must be handed in to the Auctioneer immediately on arrival at the Sales Premises. No Horse regardless of its age will be allowed onto the Sales Premises without a current passport.

A Horse born after 1 July 2009 must be fitted with a readable micro-chip which will be scanned on arrival at the Sales Premises and must match the details set out on the current passport for the Horse before it will be accepted for the sale notwithstanding that it has been advertised in any catalogue for the sale

- **DOGS MUST BE KEPT ON A LEAD AT ALL TIMES**
- **HARD HATS - CURRENT STANDARD WITH CHIP STRAP FASTENED MUST BE WORN BY ALL RIDERS AT ALL TIMES.**

Catalogue:

The particulars of all Lots listed or described by the Auctioneer are provided by the Seller who is solely responsible for the contents and their accuracy.

Sellers must declare on all entries rigs, crib-biters, weavers, box-walkers, wind-suckers, if any drugs have been given in the last 48 hours and any other material unsoundness.

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 have been hunted, be quiet to ride, quiet with hounds and capable of jumping a Novice Country.

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- vi. Jumper: must be able to jump a course commensurate with described capability when ridden by a competent rider.
- vii. 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 a Veterinary Surgeon.
- viii. Driving Horses: the same guarantee as apply to riding horses in respect of ii, iii and iv above.
- ix. Pony under 15hh: must be easily manageable by a child of average competence and age appropriate to the size of the pony.

Warranty & vetting

Vendors must bring the horse to the sale with a five stage vetting certificate issued in the last 14 days.

If a purchaser wishes to conduct further vetting on the horse once bought, he may do so through the on site independent vet at a charge of £250 +VAT for a full five stage certificate (which may not be completed until the next day), or £75 + VAT for a two stage test. If this test shows an issue with the horse, then the purchaser may return the horse to the vendor and the vendor will be liable for the cost of the vet and half of the commission to the auctioneers.

Trial rides

Horses will be available to see before the sale and may be taken by potential purchasers of trial rides at the vendor’s discretion. All risks and liabilities rest with the trial rider and not with the vendor, the venue, or the auctioneers.

Auction Process:

A Vendor must supply a serviceable head collar with each Horse and this will remain with the Horse after it has been sold. It is the responsibility of the Purchaser to supply a lead rope.

It is the responsibility of the Vendor to lead his Horse into the sale ring and not that of the Auctioneer.

Each Lot shall be entirely at the owner’s risk immediately upon the Lot entering upon the Auction premises and shall be at the purchaser’s risk immediately upon the fall of the hammer. The Auctioneer and his staff will not be responsible for loss or injury or death of any animal or article.

All Sellers and Purchasers will be deemed to have full knowledge of these Conditions, and the Purchasers to have heard and understood the Auctioneers description of the Lot offered.

Purchasers must register with the auction office and have a current buying number to bid, and must have the means to pay for their lot within an hour of the hammer falling. Debit cards and BACS faster payments are accepted, though credit cards are unfortunately not. Cheques are only accepted by prior agreement from existing customers. Cash can only be accepted up to €10,000 equivalent for any one customer per sale due to money laundering regulations.

The Auctioneer may refuse to accept either entries or bids from any person or persons. The Auctioneer may withdraw any Lot if he sees fit.

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The highest bidder for each Lot shall be the Purchaser thereof save that in the event of a dispute arising as to the final bid, the lot shall be immediately put up for sale at the last undisputed bid.

No person will advance less at a bid than the sum to be named from time to time by the Auctioneer.

If any Purchaser fails to comply with any of these conditions, the lot may, if the Auctioneer thinks fit, be put up and again and resold. If upon such a resale a lower price is obtained for any such Lot than was obtained in the first sale, the difference in price plus all additional expenses shall be a debt due from the Purchaser in default upon the first sale.

Sales can be made privately provided that the animal **has first been offered by auction** and an **agreed fee is paid into the office and a receipt obtained**. Persons buying or selling a Lot privately must satisfy themselves that commission has been paid into the office, otherwise the Lot in question will not be allowed to be taken from the sale yard until commission has been paid.

Payment:

Purchasers must make full payment for Lots purchased and transfer of Lots to other persons before payment will not be permitted under any circumstances. Any Lot taken from the Sale before payment will be treated as stolen and the matter reported to the Police.

Notwithstanding a Lot having been knocked down to a Purchaser at the Auction, neither ownership nor the possession in the Lot shall pass to such Purchaser until the full purchase price has been paid.

Should a horse not be sold by auction the Auctioneers reserve the right on the sale day to negotiate the sale of that Lot by private treaty to any interested party at the reserve price of the Lot without reference to the Seller.

Sellers will be paid by bank transfer a week after the sale provided the Lot is not in dispute. Payment will only be paid to the person who has entered the Lot in the Sale and transfer to other persons will not be recognised. Payment for unwarranted horses will be made an hour after sale, or once the purchaser has completed payment arrangements, whichever is later.

Additional Conditions:

The Auctioneers may amend or add to any catalogue description during the course of the sale and may declare a sale to be subject to a Veterinary examination or not during the course of the sale, in which event any announcement by the Auctioneer takes precedence over any entry in the Catalogue.

The Auctioneer reserves the right to alter the commission rate and other fees entirely at their discretion.

Any Lot withdrawn before the sale must pay £100 or produce a veterinary certificate to explain the withdrawal. If it is suspected that a horse has been sold privately before the day of sale, the vendor may be billed for full commission at the reserve or believed sale price, whichever is higher.

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Complaints & disputes procedure – Warranted Sales : Any buyer to invoke the provisions of this condition must do so by informing the Auctioneers at Melton Mowbray Market, Scalford Rd, Melton Mowbray, LE13 1JY by telephone (01664 562971) by 12 noon on the first working day following the day after the sale at which the Lot was sold, followed by letter within seven days. No complaint shall be entertained from any Buyer until the Lot in question has been paid for in full. No complaint is valid after this deadline. Please see the general terms & conditions for further details.

Any unresolved dispute or complaint arising out of the sale of any Lot shall be a dispute between the Seller and the Buyer and in no circumstances shall the Auctioneers be liable.