



Bolesworth AES Elite Foal Auction Terms and Conditions 2019

Notice to Buyers and Sellers

The attention of Vendors and Purchasers is drawn to our revised conditions of sale. These conditions of sale form the basis of the contract between buyer and seller. We advise all prospective purchasers to carefully read these conditions of sale before bidding. The attention of purchasers is particularly drawn to their rights and the procedures and time limit to be completed within the event of complaint or dispute.

Selection Process

The selection process will be completed by Monday, the 3rd June 2019. The successful selected vendors will be contacted by Bolesworth Events LLP.

All applicants must be registered within the Anglo European Studbook.

CONDITIONS OF SALE

Definitions:

“The Auctioneers” shall mean Hassal Brothers Auctioneers or any parties acting on their behalf.

“The Vendor” shall mean the person, partnership or corporation named in the Entry Form as Owner of the Lot provided that where an owner is not named in the Entry Form or in the case of a partnership the person who enters the Lot for sale shall be deemed to be the Vendor.

“The Purchaser” shall mean the highest bidder to whom the Lot is knocked down subject to the provisions set out herein and shall include a person who is the vendor or member of a per vendor partnership.

“Lot” shall mean and include horses of all descriptions offered for sale by Hassal Brothers Auctioneers.

“Sales Complex” means any premises being permanent, temporary or otherwise used by the Auctioneers in any Sales.

1. Hassal Brothers Auctioneers, their servants or agents shall not accept any responsibility for injury, loss or damage suffered to persons, animals, goods or property or howsoever arising as a result of any act,

omission, default or neglect on their part or on the part of any owners of horses and/or their agents or visitors to the Sales. They further retain the right to prohibit the entry to their Complex of any animal which is suspected to be suffering from a contagious disease.

2. RESERVES, BIDDING AND PRIVATE SALES:

(i) A Lot entered in the Catalogue and advertised for sale shall not be sold by the owner before the auction of that Lot.

Should they fail to reach their reserve, vendors may negotiate privately, and in the event of a sale it must be transacted through the Auctioneers. Anyone found not adhering to this condition of sale will be barred from all future sales.

(ii) There may be a reserved price for any Lot and subject to such reserved price, the highest bidder shall be the Purchaser. Should any dispute arise between two or more bidders the Auctioneers shall adjudicate on the dispute and their decision shall be binding on all parties. At their discretion, the Auctioneers may put up the Lot in dispute for Auction and re-sale.

(iii) The Auctioneers reserve the following rights:

[a] To refuse without reason the bidding of any person;

[b] To bid on their own behalf up to the reserve price; and

[c] To withdraw the Lot from sale at any time before it has been knocked down without disclosing the reserved price.

A Vendor shall not bid or allow anyone else to bid on his behalf for any Lot owned by him except in cases where such Lot is being sold on the dissolution of a partnership.

(iv) Any Lot in the Auctioneers Sales Complex for the purposes of sale or otherwise shall be there at the Vendor's risk provided, however, that where such Lot has been sold it shall be at the Purchaser's risk from the fall of the hammer or time of sale if sold privately.

(v) If a Lot is purchased and not paid for, the Auctioneers shall be entitled to retain the Lot until payment is received and in respect of the period of such retention, the Auctioneers shall have a lien upon the Lot for all expenses including freight incurred by them or any Agent acting on their behalf in keeping, maintaining, training, treating or otherwise dealing with the Lot during such period of retention and such lien shall not be lost by reason of the fact that the Lot is kept by them or their Agents elsewhere than in their Sales Complex. A Lot shall not be delivered to a Purchaser until the expenses mentioned have been discharged in addition to the purchase price. Should the Purchaser fail to pay for a Lot, the Auctioneers in their absolute discretion may at any time re-sell the Lot by Public Auction or Private Sale and the deficiency (if any) resulting from such re-sale shall immediately be made good by the defaulting purchaser and in default of a payment it shall be recoverable from the Purchaser as liquidated damages. The Auctioneers or the Vendor of a Lot shall be at liberty to pursue all legal remedies available to them against a defaulting Purchaser to recover the purchase price or any deficiency therein arising from the default.

(vi) No undertaking by the Auctioneers, their servants or agents to take charge of a Lot previous to or after a sale or to forward such Lot to a destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing Conditions. Any person engaged to bring and take away a Lot shall do so at the cost and risks in all respects of the owners of such Lot.

3. DESCRIPTIONS OF A LOT AND STABLE VICES:

(i) The Auctioneers shall not be liable or responsible for the accuracy of any information set out in the Catalogue or announced from the Rostrum concerning a Lot listed for sale or for any description, pedigree or warranty expressed or implied on its behalf such information being supplied by the Vendor who alone is responsible for its accuracy. The Vendor shall at all times indemnify the Auctioneers in respect of such information supplied. A Lot listed in the Catalogue is sold with its Engagements, Pregnancy Status and/or Produce Record as listed therein or announced from the Rostrum at the time of sale such information being as presented by the Vendor. The Auctioneers will endeavour to have all Catalogue information correctly stated, but the Vendor is responsible for the correction of any error or omission. It shall be the duty of the Vendor to ensure that the Lot is properly described as set out in the Catalogue. In the event of any dispute as to the description or information of a Lot, the Purchaser's remedy shall be against the Vendor and the Vendor's remedy shall be against the Purchaser and the Auctioneers who act as Agents between Vendor and Purchaser shall not be liable as a party in any action or dispute that might arise between the parties.

(ii) Subject to the right of re-examination in accordance with Condition 4 (iii) hereunder a lot is sold either at the fall of the hammer or where a lot is not sold in the ring at the time of subsequent private agreement. These Conditions of Sale provide the basis for the contract between Vendor and Purchaser. Where veterinary examination is requested, and the lot successfully passes such re-examination procedure the sale is concluded at that time subject to the following important conditions.

[a] Any Lot which is a habitual wind-sucker, weaver or box walker or has been unnerved or has been tubed or otherwise operated on for unsoundness in wind or has shown any evidence of sweet itch and is not so described is returnable in accordance with Condition 3 (iii) hereof.

(iii) If the Purchaser of any Lot sold with a Pedigree or description contends that it does not correspond with such Pedigree or description, or if he contends that such lot is afflicted with vice as set out in Condition 3 (ii) [a] above then he must notify the Auctioneers within seven days from the last day of the sale at which the Lot was purchased specifying exactly nature of the complaint that the Purchaser makes in respect of the Lot Purchased. Failure to so notify the Auctioneers shall defeat any right or remedy the purchaser may otherwise have pursuant to these conditions or otherwise. The Auctioneers shall then nominate a Veterinary Surgeon or other expert to investigate the purchaser's contention and the decision of such Veterinary Surgeon or expert shall be binding on vendor and purchaser. In the event that a Lot is returnable by reason of the matters arising herein, the Vendor shall pay to the Auctioneers the cost to the Auctioneers and to the Purchaser of returning the Lot and the amount of any payment

under this Condition payable to the Purchaser shall be fixed by the Auctioneers whose decision shall be final and binding on all parties.

(iv) Should any dispute arise between a Vendor and a Purchaser as to any of the matters referred to in the Condition 3 (iii) hereof, it shall be adjudicated upon by the Auctioneer at such time and in such manner as the Auctioneers in their absolute discretion shall think fit and their decision shall be final and binding on all parties. All expenses and charges incurred by such adjudication shall be borne by the party found to be in error. The Auctioneers shall not be liable as a party in any dispute between the Vendor and Purchaser or in any legal action arising there out.

4. VETERINARY CERTIFICATES AND RE-EXAMINATION:

Please refer to Page 9 for details.

5. PAYMENT:

Card Payments

The following cards are accepted:
Mastercard, Visa, Maestro and Debit Card

Bank Transfer

Payment by Bank Transfer will be accepted.

Payment in Sterling to:
Account: Bolesworth Events LLP
Sort Code: 60 40 08
Account No: 32888058
Swift Code: NWBK GB2L
IBAN: GB31NWBK60400832888058

*All card payments and Bank Transfers will be subject to a handling fee of 2%.

Cash Payments

All payments must be complete by close of business (5pm) on Monday 19th August 2019. Horses will not be released until payment is received in full.

Commissions

Please see also note 7.

On the sale of a lot, commission shall be paid to the auctioneer at a rate of 10% of the sale price to be paid by the purchaser. VAT at 20% to be charged on all purchases except for EU buyers who are registered for VAT (VAT number must be given to Bolesworth). Foreign buyers from outside the EU will not be subject to VAT, as long as proof of shipment is given to Bolesworth.

Payment to Vendors or their authorised Agents, will be made 30 days after the sale in respect of those animals where payment has been received from the Purchaser. In the event of a defaulting purchaser, the Auctioneers shall not be held liable or responsible for any deficiency which may arise on the resale

of an uncleared Lot. The Auctioneers shall use their best endeavours at all times to ensure the completion of a purchase to the mutual benefit of the Vendor and Purchaser. The Auctioneers shall in their absolute discretion decide the terms and conditions under which a Purchaser shall discharge his payment for any Lot purchased. In the event that the Auctioneers are for any reason unable to secure payment from the Purchaser then the Auctioneers shall not be held liable by the Vendor for the purchase money or any part thereof.

6. DISPUTES:

Subject to the foregoing Conditions, the Auctioneers act as the Agent of both the Vendor and the Purchaser and to this end, the Auctioneers shall use their best endeavours to act to the mutual benefit of both Vendor and Purchaser. In the event that any dispute arises for whatever reason as between the Vendor and the Purchaser, then the Auctioneers, the Vendor and the Purchaser shall be bound by these Conditions of Sale. The Auctioneers shall not be liable to the Purchaser or to the Vendor in any manner howsoever arising from the sale of any Lot and in the event of any dispute arising in relation to any Lot, the Vendor's remedy shall be against the Purchaser and the Purchaser's remedy shall be against the Vendor. In the event that a dispute arises as between Vendor and Purchaser in respect of any Lot before the Auctioneers have paid over any purchase money, the Auctioneers on being notified of the said complaint and dispute between the parties, shall lodge any purchase money in their possession in an interest bearing Deposit Account until such time as the dispute is resolved as between the Vendor and Purchaser they both acknowledging to the Auctioneers that the matter has been so resolved. It shall be the obligation of the Purchaser to pursue the resolution of the dispute and in default of prosecution of same, the Auctioneer shall, on notice to the Purchaser, be at liberty to pay out to the Vendor any money that was withheld on foot of the Purchaser's complaint, and shall do so unless the Vendor produces evidence to the Auctioneer that legal proceedings have been commenced. In the event that a Vendor or Purchaser initiates legal proceedings, the Auctioneers shall be bound by these Conditions of Sale and by any Order of Court in relation to the matter.

7. COMMISSION AND AUCTION FEE:

10% will be deducted of the hammer price to be payed by the vendor.

On the sale of a lot commission shall be paid to the auctioneer at a rate of 10% of the sale price to be paid by the purchaser. VAT at 20% to be charged on all purchasers except for EU buyers who are registered for VAT (VAT number must be given to Bolesworth). Foreign buyers from outside the EU will not be subject to VAT, as long as proof of shipment is given to Bolesworth.

There will be a non-refundable entry fee be charged of £500+VAT. This entry fee includes i.e. videoing, photography and pedigree.

SALE OF GOODS BY AUCTION – GENERAL CONDITIONS

1. Lots

1.1 The Buyer is deemed to have inspected any lot he buys and accordingly the lots are not sold by sample.

1.2.1 The Buyer admits that he has not been included to bid by any description representation measurement or statement made by or on behalf of the Seller and agrees that (apart from the agreed price and any matter confirmed in writing by the Auctioneers) these Conditions constitute the whole of the contract.

1.2.2 The Auctioneers act only as agents for the Sellers and will not be liable to the Buyer in any circumstances and have no authority to make any such descriptions representations measurements or statements.

1.3 No warranty is given or implied as to fitness for purpose or the quality of lots sold.

2. Sales

2.1 The highest bidder for any lot shall be the Buyer and the contract shall be concluded on the fall of the hammer.

2.2 The Buyer may not retract his bid in any circumstances.

2.3 On the fall of the hammer the Buyer will immediately give to the Auctioneers his full name and address and if required will pay the full purchase price.

3. Payment

3.1 In any event all lots purchased must be paid for in full on the day of sale. No lot must be removed from the sale premises until it has been paid for in full.

3.2 From conclusion of the contract any lot will be at the Buyer's risk in all respects.

3.3 This market is not required to comply with the requirements of the members accounts regulations of the Royal Institution of Chartered Surveyors. No monies paid to this market are covered by any scheme for the protection of clients' money operated by the Royal Institute of Chartered Surveyors. This notice is published in accordance with the requirement of the Royal Institute of Chartered Surveyors from whom a more detailed explanation can be obtained by writing to the Standards and Practice Department, The Royal Institute of Chartered Surveyors, 12 Great George Street, Parliament Square, London, SW1P 3AD.

3.4 The Buyer shall not withhold payment for any Lot by reason of any right of set off or counter-claim which the Buyer may have or allege to have or for any reason whatever against the Seller or the Auctioneers.

4. Disputes

4.1 In the event of dispute as to bidding the Auctioneers may either put up and re-offer for sale the lot or lots in question or may decide the dispute.

4.2 Any other dispute arising in any way out of any lot or its sale shall be decided by the Auctioneers.

4.3 The Auctioneers' decision in any such case shall be final and binding in all respects.

5. Title to and Removal of Lots

5.1 All lots purchased shall be removed on the date of sale at the Buyer's expense.

5.2 The Buyer will be responsible for any damage caused in the course of such removal to other lots or to any part of the premises on any part of which the auction is held regardless whether such damage is caused by the Buyer, his employees or agents or otherwise and whether such damage is a result of negligence or otherwise. Notwithstanding Condition 3.3 and the removal by the Buyer of any Lot, title to such Lot shall not pass to the Buyer until: -

5.2.1 The Buyer shall have paid the Purchase price in full and

5.2.2 No other sums whatever shall be due from the Buyer to the seller or the Auctioneer.

5.3 In respect of any such damage if so required by the Auctioneers the Buyer will pay the cost of repairing all such damage (as estimated by the Auctioneers whose estimate shall be final and binding) before removal of any lots. Until such payment is made the Buyer grants the Seller and/or the Auctioneers a lien over any lots bought by him.

6. Conduct of the Auction

6.1 The Seller may offer any lots subject to a reserve price.

6.2 The Seller or the Auctioneers may: -

6.2.1 Bid up to such reserve price.

6.2.2 Withdraw from sale any lot without disclosing a reserve.

6.2.3 Rescind any sale within 3 hours of the final lot being sold if the lot has been sold under any reserve. In the event of such rescission the purchase price or any part already paid by the Buyer shall be repaid but the parties and the Auctioneers shall be under no further liability to each other.

6.3 The Auctioneers may refuse the bid of any person without giving a reason and may regulate bidding as they see fit.

6.4 No bidder may advance less at a bid than the sum named from time to time by the Auctioneers.

7. Neither the Seller nor the Auctioneers shall be liable in any way for any loss or damage on any part of the premises on any part of which the auction is held.

8. In the event of breach by the Buyer of any of these conditions the Auctioneers may rescind any contract with the Buyer and put up and re-sell any lots the subject matter of such contract and the Buyer will immediately pay to the Auctioneers as a liquidated demand any deficit arising on the second sale.

Veterinary procedures will have all taken place prior to the auction no earlier than Monday 12th August 2019. All lots will be sold with veterinary certificates from members of the Veterinary Panel, whose decision shall be final and binding on all parties. The panel is to consist of Matthew O'Donnell and his team from the Cheshire Equine Clinic.

Performance and Bidding

View auction online live stream (lots will be sold in catalogue order).

Watch at bolesworthyounghorse.com or clipmyhorse.tv
Videos of all lots are available to view online prior to the auction.

View at Bolesworth Young Horse Championships

Lots may be viewed prior to the auction in the Elite Auction area TBC

Bidding

There is no need to register your intention to bid if you will be attending the auction in person. Viewing will only be available within the VIP Marquee, please contact the Show Office to reserve your table.

Telephone Bidding

Telephone bids will be accepted, but it is imperative to register prior to the auction. To register your intent to telephone bid on the night of the sale, please call the show office prior to the show on (01829) 307676, or after Friday 9th August, please call Alan Beaumont (+44) 7711670123 or David Ingle on (+44) 07809764490. One of the auctioneers will then make contact prior to the sale to confirm your interest, and subsequently to bid. If you get cut off during the bidding process, the numbers of the auctioneers to call are as follows:

Stuart Hassall 07495 804308

Dan Hassall 07792 284491

Veterinary Examination Procedures

The examination will be conducted by a member of the Veterinary Panel. At the conclusion of the examination they will issue an agreed veterinary certificate outlining any discoverable signs of disease, injury or physical abnormality if any are found. They will also offer an opinion whether on the balance of probability any of the conditions are or are not likely to prejudice the animals use for competition.

The examination consists of:

- A basic 2 stage vetting applicable to the age of the animals.
- Clinical examination of heart, lungs, eyes, limbs, and body.
- Walk and Trot up in hand on a level surface.

The owner or agent will be required to sign a declaration that no medication or abnormal nutrient has been administered and that it is not subject to any disease, injury, physical abnormality or vice other than recorded or declared.

Foal Care

Once the purchaser has accepted the foal, signed for receipt, funds will be transferred to the vendor Insurance.

The foals are insured up to a value of £10,000 until 5 days after the auction. It is possible that the new owner can extend the insurance.