



MULLINGAR EQUESTRIAN

## MULLINGAR EQUESTRIAN HORSE SALES LTD

ATHLONE ROAD, MULLINGAR, CO WESTMEATH, IRELAND, N91 X456

PSRA LICENCE No 003724, VAT REG No 3447772FH, COMPANY REG No 594589

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### CONDITIONS OF SALE

Sales are held subject to the following conditions.

These conditions form the basis of the Contract between the Purchaser and Vendor.

1. Any dispute arising out of a sale of any Lot in accordance with these conditions of sale shall be in dispute between Vendor and Purchaser and in no circumstances shall Mullingar Equestrian Horse Sales Ltd and/or our Auctioneer be liable to either party in connection with such dispute.
2. Purchasers are advised and requested to inspect each lot prior to purchase as animals will be **SOLD AS SEEN**. The purchaser has the option, at the fall of the hammer, to request that animal be vetted. The lot must be presented to the vet within 30 minutes thereafter. **All lots entered in the sale with a reserve of €4000 or more must have a current vet cert from an approved veterinary surgeon.**
3. Each lot is sold under the Conditions of Sale, unless otherwise specified by the auctioneer on the day of the sale. There is no term implied that any lot is of merchantable quality or is fit for training or any particular purpose.
4. Purchasers must ensure that the Vendor's approval is obtained before a Veterinary Inspection is made. **ALL LOTS ARE SOLD AS SEEN** subject to the Conditions of Sale of Mullingar Equestrian Horse Sales Ltd.
5. The vendor is responsible for the accuracy of all information concerning the Pedigree, description and health of a Lot.
6. The Vendor is obliged to disclose all past history of the animal in relation to unsoundness, ailments, vices etc. Any lot which is a crib-biter or wind sucker, has been unnerved, is an established weaver, established box-walker, or has been tubed or otherwise operated on for unsoundness in wind or has shown any evidence of sweet itch or any vice whatsoever must be declared as such by the Vendor. Any lot which has impaired vision or injury to the eye which has not been declared is returnable.

7. 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 a declarable fault or vice, then he/she must notify the Auctioneers within seven days from the day of the sale specifying exactly the nature of the complaint that the Purchaser makes in respect of the Lot purchased. 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. All expenses and charges incurred by such adjudication shall be borne by the party found to be in error

8. Mullingar Equestrian Horse Sales Ltd shall be in no way held responsible for the description of any Lot.

9. Mullingar Equestrian Horse Sales Ltd shall not accept responsibility for loss or damage suffered or incurred by any person while attending their sales through death, disease, accident or any other cause whatsoever and whether to himself, his animals, his property or other property.

10. Mullingar Equestrian Horse Sales Ltd reserve the right to prohibit the entry to this premises any animal which is suspected to be suffering from a contagious disease.

11. No animals will be permitted entry to sales ground on day of sale without a passport. Any foal awaiting passport must have a letter from the Registration Authority acknowledging receipt of passport application with a reference number.

12. Animals not entered in catalogue are not permitted in sales grounds.

**13. It is a condition of entering an animal in the sales that all animals entered are put through the sales ring and that vendors state a maximum reserve price to the auctioneers on the morning of the sales.** Any lots not sold in the ring and sold subsequently in a private sale outside the ring must be notified immediately to the sales office. Animals entered in the catalogue and advertised for sale by Mullingar Equestrian Horse Sales Ltd may not be sold by the vendor before the auction of that lot. Any lot that fails to go through the sales ring will be deemed to have been sold at the reserve price and the vendor is liable for the full commission (9%).

14. The auctioneer shall have the right to bid on behalf of the vendor up to the reserve price.

15. Riders attending the sales to display or try out a lot whether it be as owner, for owner or as purchaser or for purchaser should be of a capable standard, follow all safety rules of practice and showing arena, adhere to the advice of safety stewards and agents of Mullingar Equestrian Horse Sales Ltd in the interest of their own personal safety as this practice is taken solely at the riders' own risk.

16. Riders must wear correct protective clothing including safety helmet.

**17. Prospective purchasers must register in the Sales Office beforehand to obtain a bidding number.** A purchaser shall immediately pay the purchase price, by CASH, CREDIT / DEBIT CARD or BANK TRANSFER. Cheques will not be accepted unless agreed with management prior to the sale.

18. All sales are subject to the addition of VAT at the prescribed rates (default rate 13.5%)

19. Should the purchase price not be paid then the Auctioneers may at their discretion put up the Lot for Auction and re-sell it.

20. A Lot shall be at the Vendor's risk while on the property of Mullingar Equestrian Horse Sales Ltd provided however that where such a Lot has been sold it shall be at the Purchasers risk from the fall of the hammer, or from the time of sale if sold privately.
11. A Lot purchased shall be removed from Mullingar Equestrian Horse Sales Ltd premises not later than the evening of the sale of the day of purchase.
22. All animals remain the property of the vendor until paid in full.
23. It is the vendor's responsibility to ensure that payment for animals has been lodged in office before he/she leaves the sales.
24. Any person engaged to bring and take away a Lot shall do so at the cost and risk in all respect of the owner of such Lot.
25. Mullingar Equestrian Horse Sales Ltd and/or the Auctioneer shall not be liable for any statement made in this catalogue or from the Rostrum, concerning a Lot listed for sale, nor for any Description, Pedigree or Warranty expressed or implied on its behalf, such information being supplied by the Vendor who alone is responsible for the accuracy.
26. Money shall not be paid to the Vendor of any Lot unless the Lot is cleared by the Purchaser.
27. Payment to the Vendor will be made 10 working days after the day of the sale in respect of those animals where payment has been received.
28. No entries shall be accepted unless accompanied by the appropriate entry fee.
29. Sales entry fees are non refundable.
30. All animals must be haltered, managed, showed and led by a capable person aged 16 years or over.
31. All stallions and colts over 2 years must be shown in a bridle.
32. Catalogue placings are strictly on first come first served basis.
33. Commission of 3% of the sale price will be chargeable to the vendor. Commission of 6% will be chargeable to the purchaser.
34. CHEQUES WILL NOT BE ACCEPTED as payment, unless agreed in advance of sale with management.
35. PAYMENT ONLY BY CASH, ONLINE BANK TRANSFER, DEBIT OR CREDIT CARD.
36. Credit Cards, Business Debit Cards and non-ROI Personal Debit Cards are subject to a 2.5% surcharge.
37. ROI Personal Debit Card transactions are subject to a surcharge of 1.0%.
38. A PASS-OUT must be obtained from the main office prior to an animal being removed from the complex.
39. Our safety officers and stewards are here to help us all have a safe day. Please obey them. Your children are your responsibility and must be kept under supervision by a parent or guardian at all times.