



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 – 27 MARCH 2021

**Under current Level 5 Covid 19 Protocols,
PRE-REGISTERED BUYERS may attend the sale and view lots,
ALL BIDS MUST BE PLACED ONLINE, eg on your phone
Social Distancing must be observed and Facemasks must be worn**

I. BIDDING ONLINE

Registration

- To bid online you will first need to **register** on Mullingar Equestrian Horse Sales' auction website irishsporthorseauctions.com giving your **name, address and contact details**.
- You will be asked to agree Mullingar Equestrian Horse Sales' **Terms and Conditions**.
- In registering to use the auction site, you acknowledge that you are **over 18 years** and of legal capacity to enter into binding contract. You will be liable for any and all bids made via your account. It is important therefore that you do not allow others access your account.
- The online bidding facility is for professional users only. In registering to bid online, you acknowledge that you are acting in a professional capacity, that you are competent and qualified to make your own evaluation of the value of the stock on offer prior to bidding, that you are not acting as a consumer and that you are willing to be bound by the Terms and Conditions of the sale as published.
- **To bid online** you will need to supply a **valid Credit/Debit card**. Your card will be **pre-authorised for €100.00**. €100.00 will be taken from your card and held by Stripe. Mullingar Equestrian Horse Sales do not store, or have access to, your card information, the particulars are stored securely by Stripe.
- In the event that you are the winning bidder on a lot, Mullingar Equestrian Horse Sales reserves the right to charge your card up to €500.00 as down-payment on your account. This sum is forfeit in the event you fail to complete the purchase.
- If you do not bid or are not successful, or you pay using an alternative method, no payment will be taken from your card by Mullingar Equestrian Horse Sales. The pre-authorisation will lapse in 7 days and your €100.00 will be refunded automatically to your account by Stripe.
- **You will receive an email to activate your account**

- Mullingar Equestrian Horse Sales reserves the right to reject a registration to bid online, withdraw its permission for you to use online bidding, or terminate an online bidding account, for any reason at any time prior to, during or after a Sale without prior notice.

Internet Bidding Process

- Each bid made online shall be final and binding as soon as you click the 'Bid' button. The bidder holds sole responsibility for any bid submitted, including those made in error, and will be held liable for the full payment and collection of the lot if named the winning bidder.
- In the event of a tie between a bid placed by you online and any other identical bid(s) (including bids made in person at the Sale, telephone bids, absentee bids, and other internet bids), it will be at the auctioneer's discretion as to which bid shall be accepted.
- If you choose to use the online bidding service, you do so entirely at your own risk. Mullingar Equestrian Horse Sales does not take responsibility for any issues regarding online bidding functionality or delays which may occur due to software or hardware complications.

II. GENERAL CONDITIONS OF SALE

Sales are held subject to the following conditions.

These conditions form the basis of the Contract between the Purchaser and Vendor. We advise all prospective purchasers to carefully read these Conditions of Sale before bidding.

BUYING AT SALE

- 1. BUYERS INTENDING TO BID ONLINE** must **register** on **irishsporthorses.com** and provide a **credit/debit card pre-authorisation for €100.00**.
- 2. BUYERS BIDDING IN PERSON** at the sale must also **register** on **irishsporthorses.com prior to the sale**, and provide a **credit/debit card pre-authorisation for €100.00**.
3. Only persons aged 18 years or over and of legal capacity may register to bid.
4. The Purchaser shall be the highest bidder on a Lot, subject to any minimum or reserve price having been attained. In the event of a dispute between two or more bidders as to which is the Buyer, the dispute shall be settled at the absolute discretion of the Auctioneers.
5. All sales are subject to a Buyer's Premium of 6% of the bid amount.
6. VAT is chargeable on the sale price and on the buyer's premium at the applicable rate.*
 - The default VAT rate currently applicable to the sale of live horses is 13.5%. Horses purchased by farmers for use in agricultural production attract a Livestock Rate of 4.8%. Horses auctioned under the margin scheme for second hand goods are excluded from VAT (see individual catalogue entries).
 - **There is no VAT on horses exported from EU (inc. UK)**

7. On making a purchase, the purchaser will be asked to sign a Purchase Confirmation form, provide his/her name and address and to pay the full amount of the price bid for the Lot together with the Buyer's Premium and applicable VAT.
8. Payment may be made by **CASH, ONLINE BANK TRANSFER and DEBIT or CREDIT CARD** only. **CHEQUES WILL NOT BE ACCEPTED** as payment, unless agreed with management in advance of the sale.
 - Credit Cards, Business Debit Cards and non-ROI (Republic of Ireland) Personal Debit Cards are subject to a 2.5% surcharge.
 - ROI Personal Debit Card transactions are subject to a surcharge of 1.0%.
9. To comply with regulations, purchasers may be asked to provide proof of identity and evidence of home address, and to complete a cash origin form

DESCRIPTION AND HEALTH

10. 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.
11. The vendor is responsible for the accuracy of all information concerning the Pedigree, description and health of a Lot.
12. Mullingar Equestrian Horse Sales Ltd shall not be held responsible for the description of any Lot. 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.
13. Purchasers are advised and requested to inspect each lot prior to purchase, as all animals are '**SOLD AS SEEN**'.
14. It is the responsibility of the Purchaser to ensure that he/she is satisfied with the condition of any Lot before bidding. Additionally a Purchaser must make his/her own enquiries and exercise his/her own judgement as to the value of a Lot. Passports, veterinary certificates and vendor warranties may be inspected in the sales office. Purchasers are subject to any announcements that may be made from the Auctioneer's Rostrum and it is the responsibility of all bidders to be in attendance at the commencement of the sale of a Lot to hear any such announcements.
15. The purchaser has the option, at the fall of the hammer (or no later than 30 minutes afterwards), or in concluding a private sale, to request that an animal be vetted. The lot must immediately be presented to the vet.
16. Purchasers must ensure that the Vendor's consent is obtained before a Veterinary Inspection is made.
17. **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.
18. **The Vendor must also declare any other problem with the animal to be sold**, e.g. nervous, difficult to ride, difficult to box, or any other behavioural or other problems.

19. Following the sale if any horse has any difference in description or evidence of vice, injury or fault that should have been declared, then the animal is returnable to the Vendor. **Any complaint must be made within seven days of the sale**, and if nothing has arisen prior to monies being paid out the contract is deemed complete and any other dispute in respect of the animal will have to be taken directly between the purchaser and vendor, and Mullingar Equestrian Horse Sales Ltd will have no part in the matter.

HEIGHT MEASUREMENTS

19a. Horse/pony height measurements are given in good faith, with acknowledgement that horse/pony height measurements are known to vary by up to 2 cm depending on the measurer and measurement circumstances.

VETERINARY CERTIFICATES AND RE-EXAMINATION

20. Purchasers must ensure that they are satisfied with the pre-sale veterinary certificate, where provided, and if they have any veterinary uncertainties to avail of the re-examination facility which must be requested within 30 minutes of the purchase of any Lot.

BLOOD TEST

21. The Purchaser of any Lot will have the right within 30 minutes of the fall of the hammer, or following a private sale, to request that a blood sample be taken for subsequent analysis to detect pain killing anti-inflammatory or performance altering drugs. If on analysis the result is positive the Lot is returnable.

X-RAYS

22. X-Rays are not a requirement of the sale. Lots are not returnable due to difference of opinion on x-rays post sale. Where x-rays have been provided, purchasers should satisfy themselves in respect of the x-rays prior to purchase.

COMPLAINTS PROCEDURE

23. 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.**

Return transportation will be at the Purchaser's expense in all circumstances

DISPUTES

24. Any dispute arising out of a sale of any Lot in accordance with these conditions of sale shall be a 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.

VENDORS

25. 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 lots withdrawn from the sale without a veterinary certificate are liable for full auction commission.
26. 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 sales clerks on the morning of the sales.
27. **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%).**
28. 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.
29. No animals will be permitted entry to sales ground on day of sale without a passport. Any foal awaiting a passport must have a letter from the Registration Authority acknowledging receipt of a passport application with a reference number.
30. All performance animals aged three years and over entered in the sale with a **reserve price of €1500 or more** must have a **Pre-Sale Veterinary Certificate** completed following **examination, by a member of the Veterinary Panel** approved by Mullingar Equestrian Horse Sales Ltd, within the last **21 days** before the sale date. *Mares, foals and young stock (yearlings, two year olds) are sold as seen, unless the vendor has elected to have them vetted. Mares advertised to be in foal must have a pregnancy certificate dated within two weeks of the sale day.*
31. 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.
32. Animals not entered in catalogue are not permitted in sales grounds.
33. No entries shall be accepted unless accompanied by the appropriate entry fee. Sales entry fees are non refundable.
34. Auctioneers Commission of 3% of the sale price will be chargeable to the vendor.
35. Payment to the Vendor will be made 21 days after the day of the sale in respect of those animals where payment has been received from the purchaser.
36. It is the vendor's responsibility to ensure that payment for animals has been lodged in the office, and that there has been no veterinary examination requested, before he/she leaves the sales.
37. Money shall not be paid to the Vendor of any Lot unless payment has cleared from the Purchaser.

HEALTH & SAFETY

38. All animals must be haltered, managed, shown and led by a capable person aged 16 years or over. All stallions and colts over 2 years must be shown in a bridle.
39. 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.
40. Riders must wear correct protective clothing including safety helmet.

41. 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.
42. 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.

RESPONSIBILITY & RISK IN RESPECT OF AUCTION LOTS

43. A Lot shall be at the Vendor's risk / responsibility 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.
44. However, in the interim between the time of sale and any veterinary examination, it remains the Vendor's responsibility to ascertain if an examination has been requested, and to present the horse for examination.

REMOVAL FROM AUCTION PREMISES

45. A Lot purchased shall be removed from Mullingar Equestrian Horse Sales Ltd premises no later than the evening of the sale day. We can put you in touch with transporters. **A daily livery charge of €35 will be applied to any lots left on the premises.**
46. A PASS-OUT must be obtained from the main office prior to an animal being removed from the complex.
47. 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.

MISCELLANEOUS

48. The auctioneer shall have the right to bid on behalf of the vendor up to the reserve price.
49. Should the purchase price not be paid then the Auctioneers may at their discretion put up the Lot for Auction and re-sell it.
50. All animals remain the property of the vendor until paid in full.
51. Buyer and Seller agree that Mullingar Equestrian Horse Sales Ltd may publish sale results.