



EXETER LIVESTOCK CENTRE

Matford Park Road, Exeter, Devon, EX2 8FD
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No Substitutions to the Catalogue will be accepted

MONTHLY HORSE SALES – PLEASE NOTE: ENTRY FORMS MUST BE COMPLETED & RETURNED TO THE AUCTIONEERS WITH ENTRY FEES BEFORE CATALOGUING

Sale Date	Lot No (Auctioneers use)
Name	Name of Horse
Address (Inc Postcode)	Colour
	Sex
	Age
	Height
Tel	Reserve
Email	(Must be lowest acceptable price)
Description, Warranty etc (please read the Conditions of Sale extract on the reverse of this document.)	

Please tick one of the following: **Warranted** **Without Warranty**

THIS SECTION MUST BE COMPLETED

1. I am/We are* a VAT registered vendor and confirm that VAT should be charged on this entry.

VAT No Signed: **OR**

2. I am not/We are not* registered for VAT and confirm that this entry is eligible for sale under the VAT Margin Scheme for second hand goods and that input tax has not been and will not be claimed by me/us* in respect of these goods.

Signed:

IMPORTANT NO HORSE/PONY MAY BE SOLD WITHOUT A PASSPORT

IF YOUR HORSE/PONY IS REGISTERED AND/OR FREEZE-BRANDED PLEASE INDICATE BELOW

a) This horse/pony is registered and a registration document is enclosed/will be lodged with the auctioneers at the time of sale*

b) The passport for this horse/pony is enclosed/will be lodged with the certificate is enclosed/will be lodged with the auctioneers at the time of sale.*

c) This horse/pony has been freeze-branded or chipped and the appropriate security auctioneers at the time of sale

* Please delete as appropriate.

THE ENTRY FEE OF £15 PER ANIMAL MUST BE ENCLOSED WITH YOUR ENTRY OR IT WILL NOT BE CATALOGUED

Declaration

I/We, being the owner or agent to the owner of the animal to which the entry relates, warrant that it is owned as stated and that I/we have the owner's authority to sell it, further that it is free and unencumbered and that the particulars given are correct. I/We have read and agree to be bound by the conditions of sale as displayed and accordingly authorise you to act as my/our agent to sell the animal. I/We confirm that I/we do not do not require interest to be paid on the sale proceeds and further agree that should any interest accrue it may be retained by Kivells & Husseys.

Signed: Date:.....

EXTRACT FROM TERMS AND CONDITIONS OF SALE

5. Any horse or pony found with an incorrect passport after the fall of the hammer will result in the sale being cancelled and the vendor may be charged.
8. The Vendors supply the particulars in the catalogue, and the Auctioneers take no responsibility for the correction of such.
9. The Auctioneers **will not** accept for sale any foals less than 4 months of age, except when at foot with their dams. Also ailing or injured animals will not be accepted.
10. **A HORSE SOLD WITHOUT WARRANTY OR “AS SEEN” OR “AS STANDS” MAY ONLY BE RETURNED TO THE VENDOR IF, BY LAW, ITS CONDITION PROHIBITS ITS SALE.**
11. Horses being described, as ‘good hunters’ must be quiet to ride, with hounds and traffic, are sound in wind, eyes and heart and not lame. The horse must be capable of being hunted and must not be crib biters or weavers. ‘Good hacks’ must be quiet to ride, quiet with traffic and sound. ‘Good workers’ must be sound and capable of good work, staunch and not shiver. ‘Good jumpers’, ‘Regularly ridden’, ‘Regularly hunted’ etc must be declared as such, or alternatively sold with warranty of description. Ages, heights and veterinary certificates do not constitute warranty except in the case of horses described as ‘Thoroughbred’, ‘Registered’ etc, which must be registered in the General Stud Book under the breeding as given at the time of sale.
12. In the case of any horse warranted in any way and does not comply with such warranty, the Auctioneers should be informed no later than 12 noon on the second day following the sale giving the nature of the complaint. The Auctioneers will then hold payment to the Vendor until the matter is settled. When it is a question of soundness, a certificate of a qualified veterinary surgeon must be forwarded to the Auctioneers without delay, stating in what respect the horse does not comply with the warranty. If foregoing conditions are not complied with the Purchaser shall be bound to keep the horse with all its faults and shall not have claim for damages or otherwise against any other person in respect of the said sale.
13. A horse shall be sold **“WITHOUT WARRANTY”** where no details are given other than its **AGE** or **HEIGHT**.
14. In the event of any decision under Clause 8 hereof in favour of the Purchaser. The sale of the horse shall be annulled and the Purchaser shall be entitled to receive any sum paid by way of purchase money, without interest and he shall have no claim for damages or breach of warranty or for expenses incurred in returning the horse or otherwise in connection of the said sale. The party against whom the decision is given shall pay all expenses incurred by the Auctioneers including the cost of examination.
15. In the event of a horse being returned to the Vendor for any reason the Purchaser shall be liable for the cost of the return as far as Exeter Livestock Centre or the Vendor’s holding whichever journey shall be shorter. In the former case the Vendor shall be liable for the cost of the remainder of the journey.
17. No animals to enter the market without being offered for sale by the Auctioneer through the sale ring. Any person found to be selling animals or goods privately will be requested to leave the premises and commission will be charge to the vendor at the reserve price.

This sale is subject to Kivells & Husseys standard conditions as posted at the market premises and available for inspection at the firms offices

Any personal data you provide to us will be handled in accordance with our Privacy Policy available on our website www.kivells.com – a copy of our Privacy Policy is available on request