

KIVELLS

Established 1885

www.kivells.com

EXETER LIVESTOCK CENTRE

HORSE SALE

TUESDAY 5TH FEBRUARY
At 10.30am

Grand Sale of Horses and Ponies
together with 600 Lots of Tack & Saddlery

Starting with the Sale of Tack at 10.30am followed by the
Horses and Ponies at approximately 11:30am



Catalogue £1

EXETER LIVESTOCK CENTRE

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Livestock Notice to Purchasers

Health & Safety - Kivells accept no liability for any damage or injury to persons, livestock, vehicles or plant not arising out of their negligence. Any person entering the livestock market premises does so at their own risk and must comply with the requirements of any Health and Safety notices. All persons entering the livestock markets premises are hereby given notice that there are potential hazards due to the type, penning, herding, loading and unloading of livestock and vehicle movement. Caution should be exercised and children must be fully supervised at all times. Kivells reserve the right to refuse admission to any person or vehicle into the livestock market premises without giving reason. Kivells strongly advise that no persons access the sale ring, pennage or livestock passageways during the sale or whilst animals are being moved through passageways. Should any person decide to enter these aforementioned areas they do so entirely at their own risk. Any incidents or accidents in the livestock market premises should be reported to Kivells market office immediately.

Biosecurity and Livestock Welfare - All persons entering Kivells livestock market premises must comply with all current Biosecurity legislation, rules and conditions. All persons should be in clean clothing and disinfect footwear upon entry and exit from the livestock market premises. Hand wash facilities, disinfectant boot dips and brushes are available and should be used. Vehicles used to transport animals to or from the livestock market premises must comply with current cleaning and disinfection legislation. All vendors, purchasers, agents and hauliers must comply with all current legislation governing the welfare of livestock whilst at Kivells livestock market premises or in transport to or from the livestock market premises. Any concerns over Biosecurity and Animal Welfare should be reported to Kivells Biosecurity and Animal Welfare officers, whose details are located in the Kivells market office.

Registration - In order to bid, all **new** Buyers are required to register before the auction, at the Kivells market office or as otherwise advised by the Auctioneers. All such Buyers will be asked for two forms of identification and a credit reference will be required. Acceptable identification includes Driving Licence/Passport together with a Utility Bill/Proof of Address/Business Letter Heading/Business Card. The Auctioneers reserve the right to request a deposit ahead of any purchase or during sale proceedings and to refuse registration or any bid or bidder without giving reason. New Buyers are strongly advised to contact the Auctioneers well in advance of the sale.

Payment - All Lots must be paid for on the day of the Sale by the Buyer prior to any removal or consolidation, unless alternative arrangements have been agreed with the Auctioneers. At the fall of the hammer the highest bidder will be deemed to be the Buyer and transfers of purchases will only be permitted with prior approval from the Auctioneers. Any payment is to be by a means approved by the Auctioneers. Our preferred payment terms are debit card or cash and Kivells reserve the right to stipulate payment by these methods. Kivells may also accept bank transfers and cheques with prior approval. Our Bank Account details are: Sort Code 56-00-49 Account Number 32376359. **Payment in Cash** - In order to comply with money laundering regulations we cannot accept Cash payments above the maximum permitted at the time of sale. The maximum varies according to exchange rates and currently it is circa £9,000. Buyers are advised to check with the Auctioneers ahead of the sale.

Conditions of Sale - It is strongly recommended that Bidders and Buyers visit Kivells.com and read the full Conditions of Sale produced by the Livestock Auctioneers Association (LAA) ahead of the sale. Unless advised otherwise you will be bidding and buying under these Conditions and you will be obligated to abide by these Conditions and these Notice to Purchasers. The LAA Conditions of Sale are also displayed in Kivells market office. Clauses 12 to 19 inclusive relate mainly to the Purchaser. This catalogue may also contain reference to Warranties as defined by the LAA Conditions of Sale. Warranty issues will not be considered if payment in full has not been received.

Risk - All livestock are at the risk of the Vendor before they are sold and at the risk of the Buyer when they are sold (fall of the hammer). It is strongly advised that Vendors and Buyers ensure that their insurance policies cover livestock at market premises and that Buyers have immediate cover for animals purchased.

Removal of Lots - Lots can only be removed once payment has been made in full and/or a pass issued by the Auctioneers. All Lots need to be cleared from the sale premises by 3pm on the day of sale unless otherwise agreed with the Auctioneers.

Descriptions of Lots - Buyers should satisfy themselves prior to making bids as to the condition of any Lot and should rely on their own judgement as to whether the Lot accords with its description. All Lots are sold under the Livestock Auctioneers Association Conditions of Sale as referred to above to include the following two clauses:

Statements of Fact - Unless otherwise announced all statements of fact made in any sale catalogue or at the time of sale regarding the breeding of any animal, its health status or other tests carried out on any animal are statements of fact made by the Vendor and not the Auctioneer and the Auctioneer accepts no responsibility for any misstatement nor does he nor the Vendor accept any responsibility for any subsequent reaction by an animal sold to any relevant test administered after the sale.

Liability of The Auctioneer - The Auctioneer acts in all respects only as agent for the Vendor and no warranty is given by the Auctioneer or his employees or contractors, and none shall be implied, as to title, description or the quality of any Lot. Neither the Auctioneer nor his employees or contractors shall be liable to the Purchaser in any respect for any defect of title, error of description or imperfection or for any announcement or statement concerning any Lot offered for sale whether made orally or in writing (whether in a sale catalogue, order of sale, advertisement for the sale or otherwise) and whether given before, during or after the sale, nor shall he incur any liability in relation to any dispute between a Vendor and Purchaser.

Bidding Form - The Auctioneers will bid on your behalf if written instructions are received on the form supplied, or an email or text has been received confirming instructions and acceptance of the terms set out in the form and adequate time is available to enter such bids. The Auctioneers reserve the right to request a deposit as part of the instruction process. It is entirely at the discretion of the Auctioneers whether other forms of bids are acceptable however in every case there is no liability on the auctioneers.

Refreshments and Facilities - Canteen and toilets are on site.

Horses & Ponies

Lot 1. 'MAX' Skewbald Gelding, 12 year old, 16.2hh. Max was bred by us, never been overworked. Good clean limbs. Shown at county level very successfully in coloured classes. Been hunted. Good to clip, shoe, on roads. Average rider. Sad sale due to illness.

Lot 2. 'SHAPLEY LULU' Silver & White Spotted Filly 11hh. Stunning well-marked show quality filly. Very well handled, quiet and will make great child's pony.

Lot 3. 'YO-YO' 11 year old Roan mare bred by Tony Steed. Top quality all round pc pony, very well-schooled, sensible, great across country very fast against the clock show-jumping. Good to show, clip and perfect to hack in heavy traffic. Correct in every way.

Lot 4. 'CEFNCOCK MANDY JANE' Reg Welsh Section D Filly by Cefncock Black Harry. Mandy Jane is an outstanding, very well-bred filly. Her mother is a sister to the male champion Royal Welsh winner 2018 her grand dam is medal winning mare this filly has Derwen and Nebo bloodlines and she has been shown herself.

Lot 5. 'HARRI' 2 year old, very heavy mini cob filly. Well handled, easy to do in all ways.



Lot 6. 'GLADSDALE ROSIE LEE' Chestnut Roan Filly, 2 years old. Gladsdale Rosie is a Section A. By sire *Crumpwell Chandler x Friarly Shanco's Secret*. For sale as giving up horses.

Lot 7. 'GLADSDALE BOBBY' Chestnut Colt, 1 year old. Gladsdale Bobby is a Section C. He is by sire *Plasderw Hallmark x Gladsdale Sallys Image*. For sale as giving up horses.

Lot 8. 'PRINCESS' Piebald Mare, 8 years old, 14hh. This pony jumps like a stag and will make a fab BSJA pony. She hacks beautifully in company, she has been known to nap/spin on her own but not with me. Schools really well, wants to please, great in traffic, not spooky, loves a fuss, great with kids/dogs/farrier. Turns out with mares and geldings.

Lot 9 Onwards - Reserved for sale day entries

Terms and Conditions of Sale

1. The bidding is to be regulated by the Auctioneers. In any dispute, the Auctioneers decision shall be final.
2. **All lots are to be paid for at the close of the sale by cash or card.**
3. At the fall of the hammer the lot is then the sole responsibility of the purchaser unless the passport has been proven to be incorrect.
4. All purchasers must check their passports and be satisfied they are correct before leaving the market premises.
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.
6. Purchasers are asked to register for a bidding number in the office before the auction begins with a full name & address and to take stock with all faults and errors in description, if any.
7. Upon failure of compliance with the conditions, the Auctioneers shall be at liberty to re-sell the lots, either by public auction or private contract. The deficiency, if any, together with all expenses affecting the re-sale shall be made by the defaulter at the present sale who shall have no claim upon the Auctioneers for any surplus which may arise from the sale.
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 & 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 and quiet with traffic & 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 breed 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 the 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 here of 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 any expenses incurred in returning the horse or otherwise in conjunction with 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.
 16. No warranty of any kind will be given with regard to the sale of saddler and other equipment.
 17. No animals are 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 charged to the vendor at the reserve price.

NOTES

FORTHCOMING SALES

FRIDAY 8th FEBRUARY - EXETER LIVESTOCK CENTRE

Weekly Store Stock Market to inc Special February Sale of In-Lamb Ewes, Ewe Lambs & Couples, Sale of Dairy Cattle, Fortnightly Pigs and Fodder Sale

MONDAY 11th FEBRUARY - EXETER LIVESTOCK CENTRE

Weekly Prime Stock Market to inc Opening Sale of Spring Lamb

WED 13th FEBRUARY - EXETER LIVESTOCK CENTRE

Machinery & Implement Sale

FRIDAY 15th FEBRUARY - EXETER LIVESTOCK CENTRE

Weekly Store Stock Market to inc St Valentines Fair of Store Cattle & Monthly Catalogued Sale of Beef Breeding Cattle

MONDAY 18th FEBRUARY - EXETER LIVESTOCK CENTRE

Weekly Prime Stock Market

TUESDAY 19th FEBRUARY - EXETER LIVESTOCK CENTRE

Monthly TB Restricted Cattle Sale

FRIDAY 22nd FEBRUARY - EXETER LIVESTOCK CENTRE

Weekly Store Stock Market to inc Monthly Sale of Organic Cattle & Sheep, Sale of Dairy Cattle & Fortnightly Pig Sale

MONDAY 25th FEBRUARY - EXETER LIVESTOCK CENTRE

Weekly Prime Stock Market

FRIDAY 1st MARCH - EXETER LIVESTOCK CENTRE

Weekly Store Stock Market to inc Monthly Sale of Native Breed Cattle, Special March Sale of In-Lamb Ewes & Ewe Hogs and Fodder Sale

MONDAY 4th MARCH - EXETER LIVESTOCK CENTRE

Weekly Prime Stock Market

FRIDAY 8th MARCH - EXETER LIVESTOCK CENTRE

Weekly Store Stock Market to inc Fortnightly Pig Sale

MONDAY 11th MARCH - EXETER LIVESTOCK CENTRE

Weekly Prime Stock Market

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