



TERMS AND CONDITIONS OF SALE

"The Seller"

European Sports Horses Limited (ESH LTD)

"The Purchaser(s)"

Name(s):

Address:

Tel no:

"The Horse"

Sire:

Dam:

Dam Sire:

Name:

Passport Issuer & No:

Chip No.

"The Purchase price"

£

1. In consideration of the sum of £..... the Seller agrees to sell and the Purchaser agrees to purchase the Horse.
2. The Purchaser shall have until (*insert date*) to pay the Purchase Price to the Seller by arranging for payment to be made to the Seller in cleared funds to the following account:-

Bank details for transfer of funds: Lloyds TSB Stratford upon Avon Branch.

Sort Code: 30-98-26 (Bic LOYD GB 21093)

Account No: 61956068

(IBAN GB57LOYD30982661956068)

Account Name: Euro Sports Horses Limited

- i. Please include your name in the details of the payment. Without these details ESH cannot confirm receipt of the funds.
- ii. Please also confirm the date and amount of your payment by either email to esportshorses@btconnect.com or by telephone call or message to 01789 751000 or text message to 07768 510963.

3. Upon the Seller's receipt of the Purchase Price (as cleared funds):-

- (i) the ownership of the Horse shall pass from the Seller to the Purchaser. The Seller strongly recommends that the Purchaser adequately insures the Horse (preferably covering third party liability, death, theft, veterinary fees and loss of use) prior to or immediately upon payment of the Purchase Price;
- (ii) risk of death, loss or injury to the Horse shall pass to the Purchaser, for which reason the Seller recommends that the Purchaser immediately insures the Horse upon or prior to paying the Purchase Price to the Seller;
- (iii) responsibility for any loss, damage or injury howsoever caused by the Horse shall pass to the Purchaser;
- (iv) the Seller will release possession of the Horse to the Buyer or his/her employee/agent together with all original documents (Studbook, passport, vaccination card, etc.); and

4. The Purchaser (or another person designated by the Purchaser) in coordination with the Seller will arrange for the transportation of the Horse from the Seller's premises, (at the Seller's and the Purchaser's convenience) at the Purchaser's expense.

5. Where the Horse is not collected immediately upon ownership of the Horse passing from the Seller to the Purchaser, the Purchaser agrees to indemnify the Seller against all costs incurred in caring for the Horse (costs of keep, veterinary costs etc.) until the Horse is collected by the Purchaser or his employee/agent. Any loss, damage or injury howsoever caused by the Horse whilst the Horse is at the Seller's premises awaiting collection by the Purchaser shall be the Purchaser's responsibility.

6. The Seller represents and warrants that:-

The Seller has complete free, clear and sole ownership of the Horse and no third party has any rights whatsoever with respect to the Horse.

7. The Purchaser acknowledges that :

The Seller makes no representation as to the past, current or future health, fitness, performance or ability of the Horse save for the following material defects which the Purchaser acknowledges have been disclosed by the Seller (e.g. sarcoids/unsafe in traffic/weaves/cribs) (delete if not applicable) .

The Purchaser has inspected the Horse and is satisfied with its health, fitness and ability. The Purchaser acknowledges that the Horse is open to veterinary inspection, which the Purchaser may instruct a vet to perform at his discretion. In accepting or declining the opportunity to have the Horse inspected by a vet, the Purchaser waives all rights to bring a claim against the Seller in respect of any matter revealed or which should have been revealed by the vet during that inspection.

8. The Horse is purchased for the purposes of (delete as applicable) showing / dressage / show jumping / eventing / breeding / hacking/ riding club/ general riding / companion other (please specify)

9. The Purchaser is satisfied that the Horse is suitable for its intended purpose.

10. The Purchaser accepts that horses are unpredictable by nature and that horse riding is a risk sport. The Seller is unable to predict how any horse will mature or develop in new ownership however the Seller will provide full details of the Horse's routine and current exercise/feed/tack requirements in order that the Horse has the best opportunity of settling into his new home.

11. Horses are sold with a one month exchange warranty. The start date of the warranty is the date the funds are transferred or the date of the receipt of cheque(s)/cash or the date the horse is collected, whichever is the sooner.

12. If the purchaser wishes to return the horse within the one month warranty period:

- (a) ESH agrees to exchange the Horse for one of equal quality and value, but under no circumstances will a cash refund be given.
- (b) If the purchaser wishes to buy a horse of greater value for themselves they can use the original Horse as part payment.
- (c) If the purchaser does not like anything in stock, ESH will endeavour to get a replacement as soon as possible. This will involve a trip abroad and horses usually arrive once a month.
- (d) The purchaser agrees to be patient during this time. Whilst every effort will be made to satisfy the purchaser's requirements quickly, it is not always possible to find the perfect match in each case.

13. If the purchaser wishes ESH to take the Horse back to sell on their behalf, ESH will charge:

- i. 10% (plus VAT) of the sale price.
- ii. Livery at £150 per week (plus VAT).
- iii. If separate sales advertising is required, the costs will be charged to the Purchaser.
- iv. If the farrier or the vet is required, the costs will be charged to the purchaser.

14. The following conditions apply to the exchange warranty:

- v. The Horse must be returned in the same condition as it was in when it left the premises.
- vi. The Horse must not be injured or blemished in any way.
- vii. The Horse must not be altered in any of the following ways:
 - 1. It must not have its tail pulled or cut.
 - 2. It must not have its mane hogged, cut or pulled to a length shorter than four inches (10cm).
 - 3. It must not be shaved on its legs.
 - 4. It must not be freemarked or have ID brands on its feet or a replacement microchip inserted.
- viii. It must be returned with its shoes in the same condition as when it left.
- ix. ESH reserve the right to have a veterinary surgeon inspect the Horse on its return.

15. In the event of dispute, the matter shall be referred to an independent Equestrian Expert to be agreed by the Purchaser and Seller, or in the absence of agreement, appointed by Jacqui Fulton Equine Law. The decision of such shall be final.

16. English law is exclusively applicable to this Agreement. The English Courts have exclusive jurisdiction over any dispute.

I, THE PURCHASER(S) AGREE TO THESE TERMS:

SIGNED BY THE PURCHASER(S):

DATED:

European Sports Horses Ltd

Carron Nicol

Rumer Stud Farm, Long Marston Road,
Welford-on-Avon

Warwickshire, CV37 8AF

Tel: 44 (0) 1789 751000

Mobile: 07768 510963

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