

BEAULIEU ROAD SALE NEW FOREST, HANTS SO42 7YQ

3 miles from Lyndhurst on the B3056 Beaulieu Road and adjoining Beaulieu Road Station

Sale by Auction of

100 NEW FOREST PONIES and other breeds of horses, ponies and donkeys

under the auspices of the NEW FOREST LIVESTOCK SOCIETY

WEDNESDAY 27th SEPTEMBER 2017

Commencing at 11 am

Tel 01722 321215 Fax 01722 421553

www.salisburyauctioncentre.co.uk

SPECIAL CONDITIONS OF SALE

- 1. CONDITIONS OF SALE The sale will be held under the General Conditions of Sale as printed at the back of the Catalogue and also under the Conditions of Sale applicable to Southern Counties Auctioneers Horse Sales, a full copy of which is available in the Auctioneers Office. It is the duty of all Purchasers and Vendors to acquaint themselves with the Conditions of Sale. In the case of variance, the Horse Sales Conditions will take precedence.
- 2. PAYMENT All lots must be paid for on the day of sale and within one hour of the end of the sale by cash or debit/credit card there will be a 2% charge on a credit card, cheques will not be accepted unless prior arrangements have been made. Prospective buyers wishing to pay by cheque must be prepared to produce a Bankers Reference or Cheque Guarantee Card for a sum to cover their purchases.
- 3. **WARRANTIES** the only warranties at the Sales are -

Quiet to Ride which shall imply that the animal may be ridden by a reasonably experienced person, on its own, in company and in traffic and is sound in wind, eyes, heart and action.

Good Hunter which shall imply that the animal is 'quiet to ride' (as above) has been hunted and is capable of being hunted.

Quiet to Drive which shall imply that the animal is quiet and capable of being driven in single harness, in and out of traffic and is capable of doing a reasonable days work and is sound in wind, heart and action.

It is a condition of warranty that all such warranted animals shall be free from any disease either infectious or contagious, that they shall be free of vice(s) such as crib biting, wind sucking, weaving etc (unless expressly declared) and that such animals have not been tubed, fired, un-nerved or operated upon for unsoundness of any kind (unless expressly declared).

- 4. UNLESS SO STATED IN THE CATALOGUE OR AT THE TIME OF SALE, UNBROKEN PONIES CARRY NO WARRANTY.
- 5. **UNWARRANTED ANIMALS** are sold as seen and are taken with all faults and vices whether described or not and cannot be returned under any circumstances.
- 6. **COMPLAINT PROCEDURE** Purchasers are reminded that they have until **MIDDAY ON THE SATURDAY FOLLOWING THE SALE** to satisfy themselves that any such warranted animal fulfils its warranty. There can be **NO CLAIM** under the warranties unless the Auctioneers have been notified prior to the above time. There similarly will be no claim if the payment in full has not been received by the Auctioneers.
- 7. **INJURY** The Auctioneers accept **NO** responsibility for injury to or accident to either the Vendors or their lots, purchasers or people attending the sales from any cause whatsoever, during the time time they are in the Sale Yard or In transit to or from the Sales. People attend the Sales at their own risk.
- 8. **DESCRIPTION** The descriptions in the catalogue are those furnished by the Vendors and the Auctioneers are not to be held liable for any mis-description, heights and ages are not guaranteed and Purchasers must satisfy themselves as to these matters. Any claim by purchasers under the Trades Description, Misrepresentation or Sale of Goods Act must be made directly by the Purchaser against the Vendor. Vendors must notify the Auctioneers at once of any mis-statements as to their entries otherwise the description as printed in the catalogue will be deemed correct, furthermore, any verbal statement made by the Vendor and entered on the Auctioneers Sale Sheet will be deemed binding on the Vendor in so far as any dispute between Vendor and Purchaser may be actionable at Law.
- 9. **ALL LOTS** at the fall of the hammer become the property of the Purchaser.
- 10. **VENDORS MUST ASCERTAIN THAT THEIR LOTS ARE SOLD BEFORE LEAVING THE SALE YARD** Failure to do so may result in a further charge.
- 11. **ANY DECISION** made by the Society or the Auctioneers as to the conduct at these Sales shall be final and binding at all times.
- 12. **VALUE ADDED TAX** all lots are subject to VAT at the standard rate unless otherwise stated.
- 13. Late entries. Uncatalogued entries will be subject to a £10 offering fee (non-refundable)
- 14. Individual pens may be available at a charge of £5 per pen payable on entry to the sale yard.
- 15. There will be a minimum bid of 20 guineas.

PASSPORTS

ALL PURCHASERS SHOULD SATISFY THEMSELVES THAT THEY HAVE RECEIVED THE CORRECT PASSPORTS OR PASSPORT APPLICATION CONFIRMATIONS BEFORE THEY LEAVE THE SALES OFFICE.

SUBJECT TO CONDITION 8 OF THE SPECIAL CONDITIONS OF SALE ANY COMPLAINT REGARDING THE DESCRIPTION OR DETAILS IN THE PASSPORT MUST BE RAISED BEFORE REMOVING THE PONY IN QUESTION FROM THE SALE YARD.

VENDORS ARE REQUESTED TO PRESENT THEIR PONIES FOR LOTTING AS EARLY AS POSSIBLE AND IN ANY CASE NOT LATER THAN 11 am (SEE NOTE BELOW)

NO DOGS TO BE TAKEN INTO THE SALE YARD.

LAIRAGE CAN BE PROVIDED AT OWNERS RISK BY PRIOR ARRANGEMENT.

SELLING WILL BE GUINEAS.

ALL PONIES MUST BE UNLOADED & LOADED IN THE SALE YARD ONLY.

VETERINARY SURGEONS Veterinary Surgeons on behalf of the Society will be in attendance until 11.30 am to inspect animals entering the Sale Yard. IT IS THEREFORE MOST ESSENTIAL THAT ALL LOTS ARE BROUGHT FORWARD FOR LOTTING BY THIS TIME. LATE ARRIVALS WILL BE REFUSED BY THE STEWARDS. A Veterinary Surgeon will be on call after 11.30 am but the cost of same must be paid by the owner of the pony at this time, ownership after the fall of the hammer being the Purchaser.

PURCHASERS INTENDING TO BUY SEVERAL PONIES SHOULD REQUEST A SEPARATE BUYERS PEN PRIOR TO THE COMMENCEMENT OF THE SALE. ON COLLECTING YOUR TICKET PLEASE ENSURE THAT ALL YOUR PONIES ARE GATHERED TOGETHER BEFORE YOU PARK ON THE LOADING RAMP. ONLY THE APPOINTED HANDLERS, OR OWNERS WITH PERMISSION FROM THE STEWARDS ARE ALLOWED TO DRAW PONIES AFTER THE SALE. REGISTRATION SEARCH FEE PURCHASERS REQUIRING THE AUCTIONEERS TO SUPPLY DETAILS OF LOTS BOUGHT 6 MONTHS AFTER THE ORIGINAL SALE DATE WILL NOW BE CHARGED A FEE OF £17.63 (£15 PLUS VAT) PER LOT.

GENERAL NOTES

VERY IMPORTANT

It is the transporter's responsibility to ensure they are aware of and comply with the requirements of the transportation legislation, which include: The Welfare of Animals (Transport) (England) Order 2006.

- Horses of different sizes or ages must be in separate partitions
- Unbroken horses may not be transported on journeys in excess of 8 hours
- Vehicles must be of sound construction, have non-slip floors, no sharp projections and adequate space to allow the horse to stand in their normal position.

Is in an offence to transport any animal in a way which causes, or is likely to cause injury or unnecessary suffering to that animal.

Anyone transporting horses in connection with an economic activity, must comply with Council Regulation (EC) 1/2005 including (where appropriate);

- Holding a relevant transporters authorisation
- Holding a Certificate of Competence
- Completing an Animal Transport Document (Certificate) for the journey
- No more than four unbroken horses may be transported in any one partition

Horses must only be loaded into a vehicle that has been cleansed and where necessary, disinfected since it was last used.

IMPORTANT NOTE - NEW FOREST BYE-LAWS

Forestry Commission Keepers in uniform are present at the Sales and are responsible for the enforcement of the following New Forest Bye-Laws. -

- 8. No person shall erect, place, fix or display any placard, bill, notice or board anywhere in the New Forest.
- 10. No person shall camp in the Forest, or erect, place or leave therein any tent, caravan, booth, swing, pole, clothes line or other erection of whatever kind.
- 14. No person shall deposit or leave in the Forest (except in receptacles provided for the purpose by the Forestry Commissioners or by a local Authority) or in any lake, pond, water tank, drain or watercourse therein, any dead animals, litter, rubbish, filth or refuse of whatever kind.
- 26. No person shall erect, sell, hawk or distribute in the Forest any food, beverage, literature or any other kind of goods of any sort whatsoever.

IMPORTANT NOTICE TO ALL PROSPECTIVE

PURCHASERS AT THIS AUCTION PURCHASER IDENTIFICATION NUMBERS

EVERY PROSPECTIVE PURCHASER MUST CALL AT THE SALES OFFICE ON THE SALE SITE TO REGISTER THEIR NAME & ADDRESS AND COLLECT THEIR PURCHASER IDENTIFICATION NUMBER

CATALOGUE

SALE COMMENCES at 11 am PROMPT

in catalogue order IMPORTANT NOTICE

THIS CATALOGUE IS COMPILED FROM THE ENTRIES RECEIVED BY THE AUCTIONEERS. HOWEVER, THE AUCTIONEERS CANNOT ACCEPT ANY RESPONSIBILITY FOR PONIES NOT BROUGHT FORWARD ON THE DAY OF SALE.

ENTRIES INTO THIS SALE ARE ONLY ACCEPTABLE FROM <u>CURRENT</u> MEMBERS OF EITHER THE NEW FOREST PONY BREED SOCIETY OR THE COMMONERS DEFENCE ASSOCIATION.

IF YOU ARE NOT A MEMBER OF EITHER OF THESE BODIES <u>DO NOT</u> BRING ANY PONIES TO THE SALE YARD AS THEY WILL NOT BE ACCEPTED.

DESCRIPTION OF AGE

Horses and ponies are deemed to reach their 1st birthday on the 1st January of the year following their birth and therefore any animal born in 2016 will be a yearling, any animal born in 2015 will be a 2 year old and any animal born in 2014 will be a 3 year old etc, irrespective of their exact date of birth. No foal under 4 months of age will be accepted for sale.

SECTIONS 1 and 2

PONIES REGISTERED IN THE NEW FOREST PONY STUDBOOK

THERE WILL BE A PASSPORT TRANSFER FEE

ALL PONIES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 20 GUINEAS ALL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED ** PLEASE NOTE**

IN ACCORDANCE WITH CONDITION 11 OF THE CONDITIONS OF SALE ENTRY. VENDORS OF PONIES UNSOLD DUE TO RESERVE OR BOUGHT IN WILL BE CHARGED AN OFFERING FEE OF £5 PER HEAD TO BE PAID BEFORE THE PONIES ARE REMOVED FROM THE SALE YARD.

MRS C BRIDLE

BAY ROAN YEARLING COLT NFY58/131 1

SIRE: KNAVESASH GOLD FEVER

DAM: ELLIE MAY M46/179

LOVELY QUIET TEMPERAMENT

MR P PIDGLEY

2 BAY GELDING 5YO 13.2HH NFY54/128

SIRE: HAYWARDS IMPRESSIONIST

DAM: BURGATE PRIMROSE

M/C986100000011952

MRS K M ADAMS

LIVER CHESTNUT FILLY 3YO 14HH NFM56/145 WHITE LADIES SUNRISE 3

> SIRE: RUSHMOOR HUNTLEY DAM: OBERSHADE SUNDEW

GRAND SIRES: FURZEY LODGE ZENNICA. ASHLEY GOLDEN WONDER WELL HANDLED, HALTER BROKEN, REGULARLY WORMED, READY TO

BREAK

M/C986100000202366

ALICE BLAKEY

BLACK MARE 14YO 13HH REG NO.826038NFM560108 NFM56/108

SIRE: WOODY BLUE MIST DAM: DENNY MOONSHINE

FOR SALE DUE TO BEREAVEMENT, USED IN RIDING SCHOOL, BUT NOT

RIDDEN FOR 1 YEAR M/C981000004959639

MISS S RAYNER

BAY MARE B.2010 13.1HH NFM52/116 HOWEN LEVEL FLIGHT 5

SIRE: SKYWALKER

DAM: HOWEN STEADY GIRL

FOREST RUN, FOALED LAST YEAR

M/C981000002958283

MRS VIVIEN AYRES

6 BAY MARE 7YO 13.2HH 826038NFM520/250 MOCKBEGGAR CANDY

SIRE: SKYWALKER

DAM: MOCKBEGGAR GOLDFLAKE II

STRAIGHT FORWARD PONY, NICE RIDE HAS DONE ALL P.C. TYPE

ACTIVITIES INCL S.J. PLEASANT HACK, RIDDEN IN HEAVY TRAFFIC, SAD

SALE

8	MR C MATON BAY COLT FOAL SIRE: CADLANDS MASTER PLAN DAM: TWIGGS LANE FIRST EDITION NFM41/201 WEANED HALTER BROKEN, EATING HARD FOOD BROWN COLT FOAL SIRE: CADLANDS MASTER PLAN DAM: FURZEY LODGE MISCHIEF NFM47/412
9	MR D INGRAM CHESTNUT COLT FOAL SIRE: LUCKY LANE PEGASUS NFS55/083 DAM: HAWKHILL RUBY NFM48/405
10 11 12	MR J POOLEY BAY COLT FOAL SIRE: WALHAMPTON SCHOLARS FAREWELL NFS43/115 DARK BROWN COLT FOAL SIRE: WALHAMPTON SCHOLARS FAREWELL NFS43/115 DARK BROWN COLT FOAL SIRE: WALHAMPTON SCHOLARS FAREWELL NFS43/115
13 14	MRS L LANG CHESTNUT COLT FOAL SIRE: HALESTORM BRANSTON PICKLE S52/257 DAM: BROOMY JUNE III NFM53/042 DARK BROWN COLT FOAL SIRE: HALESTORM BRANSTON PICKLE S52/257 DAM: BROOMY PLAYTIME NFM52/244
15	MR & MRS WO DIBDIN BAY COLT FOAL 5MO ASHLEY NOBLEMAN SIRE: WILLOWAY DANCING GOLD DAM: ASHLEY LIMELIGHT PASSPORTED, QUIET & FRIENDLY M/C9580000614015
16	MR R G READHEAD BROWN COLT FOAL 4MO ASHDENE ROBEN SIRE: WALHAMPTON SCHOLARS FARWELL DAM: ASHDENE ROSEBUD II
17-18	MR J GERRELLI FOAL DETAILS AT TIME OF SALE
19	V JOHNSON BLACK COLT FOAL SIRE: SANDHOLE WHISPERING GRASS DAM: BUSKETTS SAVING GRACE ROAN COLT FOAL SIRE: SANDHOLE WHISPERING GRASS
	DAM: BUSKETTS SUNDAY

21-24	MR M GERRELLI COLT & FILLY FOALS DETAILS AT TIME OF SALE
25	MRS P DUNNING DARK BROWN COLT FOAL SIRE: CADLAND MASTERPLAN DAM: FOXHILLS TINKERBELLE
26 27	MR F J HOLLISTER BAY COLT FOAL 5MO SIRE: BROOKSHILL BRUMBY - SUPREME CHAMPION DAM: STAR ALL FOREST RUN BAY COLT FOAL 5MO SIRE: LIMEKILN BRIGADIER - FOREST RUN DAM: NEW COPSE BARBIE - FOREST BRED
28	LISA BRIGHT CHESTNUT ROAN COLT FOAL SIRE: THUNDER CLOUD DAM: BURGATE SUNSHINE
29 30-31	MRS E M GERRELLI CHESTNUT COLT FOAL B.MAY 17 SIRE: BROOKSHILL BRUMBY S46/095 DAM: LUCKY LANE REDCURRENT NFM44/261 FOAL DETAILS AT TIME OF SALE
32-35	MR RH BENNETT COLT FOAL
37-44	MR J WINTER COLT & FILLY FOALS DETAILS AT TIME OF SALE
45	MR R GARRETT BAY COLT FOAL

SECTION 3

FOR FIRST CROSS OR PART BRED NEW FOREST PONIES That are either registered or are eligible for registration in the First Cross or the Part Bred Record.

ALL PONIES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 20 GUINEAS ALL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED

MR J GERRELLI

55 BAY YEARLING FILLY HALTER BROKEN

MRS C BRIDLE

56 CHESTNUT & WHITE GELDING 2YO TO MAKE 15HH PLUS,

REG NO.NFPB2357(G) SIRE: HAZELHILL JETHRO

DAM: BUNKERS ANNIE M47/340

NICE MARKINGS & NICE TEMPERAMENT

M/C986100000206072

57	COLT FOAL SIRE: BROOKSHILL BRUMBY NFS46/095
58	V JOHNSON GREY FILLY FOAL SIRE: SANDHOLE WHISPERING GRASS
59	MRS E M GERRELLI BAY COLT DETAILS AT TIME OF SALE
60	MR M GERRELLI COLT FOAL
_	SECTION 4 OTHER HORSES AND PONIES IES IN THIS SECTION WILL BE SUBJECT TO A MINIMUM BID OF 20 GUINEAS LL LOTS ARE SUBJECT TO VAT @ 20% UNLESS OTHERWISE STATED
70	MR A INGRAM SPOTTED MINIATURE SHETLAND FILLY 4YO M/C900075000004167
71 72 73-75	MR J GERRELLI BLACK & WHITE SHETLAND FILLY FOAL BLACK SHETLAND COLT FOAL BLACK SHETLAND FILLY FOAL
76-82	MR M GERRELLI COLT & FILLY COLOURED SHETLAND FOALS
83 84 85 86	MR F J HOLLISTER COLOUR MINI SHETLAND FILLY FOAL 5MO BOTH PARENTS REGISTERED COLOUR MINI SHETLAND COLT FOAL 5MO REG NO. NFQ05148 BOTH PARENTS REGISTERED M/C981000008892719 BROWN & WHITE MINI SHETLAND COLT FOAL 5MO PALOMINO MINI SHETLAND COLT FOAL 5MO BOTH PARENTS REGISTERED
87	MISS K HARRISON PIEBALD SHETLAND COLT FOAL
90	LEE BYFORD GREY JACK DONKEY 5YO M/C958000010391260
91	MISS N DENNESS GREY JACK DONKEY
95	V JOHNSON BAY OVERO AMERICAN PAINT X NF X TB YEARLING FILLY TO MAKE 16HH

MR J POOLEY ESQ

57

96	MR H R PENN CHESTNUT FLAXEN MANE & TAIL W.P.B.R. FILLY 16MO TO MAKE APPROX 14.2-3HH REG NO.26558 SIRE: HEATHVIEWS PRINCE 46953 DAM: BRONTE UNREG WELSH/TB BEAUTIFUL HOMEBRED FILLY, HALTER BROKEN, WELL HANDED M/C977200008906344
97	MR A CURTIS BLUE & WHITE COB YEARLING FILLY TO MAKE APPROX 14.2HH WELL HANDLED, VERY PRETTY, OWNED SINCE FOAL, P/P & CHIPPED
98	MISS E COLLIS WELSH SECTION 'D' YEARLING FILLY
99	MR J WINTER SPOTTED YEARLING FILLY TO MAKE 14HH
100 101	MR A INGRAM GREY GELDING 8YO M/C966000100000479 SKEWBALD GELDING 3YO 13.2HH
	VERY SMART, TO MAKE SUPER RIDING, DRIVING COB M/C9580000010494898
102 103	MR A CURTIS BLACK & WHITE GYPSY COB YEARLING GELDING TO MAKE APPROX 14.2HH VERY WELL HANDLED, NICE NATURE, P/P & CHIPPED BLACK & WHITE COB YEARLING GELDING
104	HALTER BROKEN, WILL BE VERY HEAVY, P/P & CHIPPED ROAN MINI GYPSY COB GELDING 2YO 4 WHITE SOCKS & BLAZE, VERY QUIET, FANTASTIC NATURE, EASY TO CATCH, LOAD & HANDLE, WILL BE VERY HEAVY
105	MR S GERATY BLACK SEC 'C' STALLION 11YO ARVALON DION SIRE: SYNOD KING COLE DAM: MENAI RANCHER BROKEN TO DRIVE, CANNOT BE SHOWN SLIGHT LAMENESS BEHIND, RUNS
106	MARES, FOALS & SHEEP, GOOD TO COVER, INHAND, LOVELY TEMPERAMENT BAY SEC 'D' GELDING 2YO HENID ANEVRINS SURPRISE SIRE: KYLE BECK IMPERIAL DAM: CDEBNEWRDD SURPRISE GOOD TO HANDLE, FEET TRIMMED & WORMED
107	W J PRITCHARD-JONES BLACK & WHITE COB GELDING B.2014 12.2HH APACHE WELL HANDLED, LUNGED LONG REIN, LIGHTLY RIDDEN, GOOD TO TRAVEL & CATCH, FARRIER ETC

108	MR B ORCHARD GREY FILLY 2YO REG NO.175261 LLWYNHYWEL LUCKY LADY SIRE: MAESGWYN HIGHMARK DAM: DULAS SIAN M/C977200008849547
109	MR A INGRAM SKEWBALD FILLY 2YO M/C981000008427049
110	C TYNAN GREY FILLY 2YO 11.3HH REG NO. 174570 EPPYNT SILVER SLIPS SIRE: EPPYNT SILVER SPLASH DAM: EPPYNT SILVER LIGHT
111	M/C977200008603553 GREY FILLY 2YO 11.2HH REG NO. 175716 WESTLINGS SPECIAL GIFT SIRE: TIFFWYL TASER DAM: LEAFY CROFT SILVER GIFT M/C986100000224933
112	MISS E COLLIS WELSH SECTION 'D' FILLY 2YO
113	MISS FJ EYRES COLOURED TB NF X WELSH FILLY B.18.05.14 15HH FLYING FREE VERY QUIET
114	MR A INGRAM SKEWBALD MARE 5YO 13.2HH HALTER BROKEN M/C941000014389845
115 116	T INGRAM CHESTNUT REGISTERED SPOTTED SPORTS MARE 5YO 14.2HH UNBROKEN, WELL HANDLED PIEBALD MARE 5YO 14.0HH HAS BEEN RIDDEN BUT NOT RECENTLY, MAY NEED RE-SCHOOLING
117	MR S GERATY PIEBALD MARE 4YO 14.2HH SIRE: POCAHONTAS USED IN RIDING SCHOOL
118	MISS E COLLIS WELSH SECTION 'D' MARE
119	MR D H PLASCOTT PALOMINO COLT FOAL SIRE: SAMEON INDIAN SHADOW (PBARXLV)
120	DAM: PRINCESS (PBARXLVII) BAY COLT FOAL SIRE: SAMEON INDIAN SHADOW (PBARXLV) DAM: PETITE LADE (ASHBXXII)
121-122	MR A INGRAM FILLY FOAL

COLOURED FILLY FOAL TO MAKE 13.2-14HH VERY QUIET

FURTHER ENTRIES ACCEPTED FROM MEMBERS OF THE NEW FOREST PONY BREEDING AND CATTLE SOCIETY OR THE COMMONERS DEFENCE ASSOCIATION

BEAULIEU ROAD DATES 2017 WEDNESDAY 25TH OCTOBER THURSDAY 7TH DECEMBER

Fixture List

Monday 25th September Shaftesbury Market

Sale of Calves including Weaned Calves & Stirks

Wednesday 27th September Beaulieu Road Pony Sale

Thursday 28th September Shaftesbury Market

Sale of Store Cattle including organic

Friday 29th September Netherhampton Salerooms

Sale of Household Furniture & Effects

Friday 29th September Devizes

Sale of Tools, Livestock Equipment, Machinery &

Implements

Wednesday 4th October Ovington Down Farm, Alresford

Sale of Modern Farm Implements & Machinery

Thursday 5th October Shaftesbury Market

Sale of Store Cattle

Friday 6th October Bransgore Collective Sale

Conditions of Sale

^{1.} The highest bidder for any lot shall be the Purchaser and if any dispute should arise between 2 or more bidders the lot may be put up again at the highest undisputed bidding and resold or the Auctioneers may determine the dispute at their election and their decision shall be final and conclusive.

^{2.} No person at any bidding shall advance less than the sum stated by the Auctioneers at the time of selling nor shall any bidding be retracted.

- 3. Each Purchaser shall give his or her name and place of abode in writing (if required) and pay the full purchase money at the close of the Sale, or if required, the whole or a portion of the purchase money as the Auctioneers may determine during the course of the Sale.
- 4. The Auctioneers have described the lots to the best of their ability and belief from the information furnished by the Vendor. The Vendor who supplies such statements is alone responsible for any error or mis-statement which there may be.
- 5. No lot/s shall be removed from the premises until paid for, but each and every lot shall immediately at the fall of the hammer be considered as, and be and remain in every respect at the absolute risk of the respective Purchaser/s thereof, and shall be removed from the Sale at the Purchasers expense, save as may be provided for under the terms of clause 7 herein. All goods sold will remain the property of the Auctioneers until the purchase price has been paid in full. The purchaser will remain a bailee only until payment is made.
- 6. The lots are sold as seen with all faults, imperfections and errors of description, neither the Auctioneers nor the Vendor being responsible for the current description, genuineness or authenticity of any fault or defect in any lot, and giving no condition, warranty or undertaking in those regards whatever, whether by law, statute, custom trade usage or otherwise save where such undertaking is required by law to be given. The Purchaser/s hereby agree that they have by reason of his or their own inspection and investigation of the lot satisfied himself or themselves of the accuracy of any description or other statement whatsoever given or made in connection with the sale, and of the state, nature and condition of the said lot.

'Veterinary involvement at the sale involves a welfare inspection only. A clinical examination is not carried out and no assurance or warranty regarding the presence or absence of defects or disease can be given'.

- 7. Notwithstanding the provisions of Condition 5, where the Purchaser/s contends after the fall of the hammer but prior to his or their making payment that the Vendor or the Auctioneer has mis-represented the mechanical condition or state or the accuracy of the description of the lot in such a way to have influenced the Purchaser/s in making his or their bid, the Auctioneer may at his sole and absolute discretion have the lot removed to the premises of an independent expert selected by him at his sole discretion for specialist examination which, if necessary or appropriate, may include the dismantling and reconstruction of the lot. If in the opinion of the expert the Purchaser/s claim is justified, then provided there is no contention as to whether or not such a misrepresentation was made, the Vendor shall bear all costs incurred by the expert including those in respect of transport or delivery to his premises and any storage or charge for custody and the Purchaser/s may have the option of cancelling the sale or negotiating a lesser price with the Auctioneer. If in the opinion of the expert the claim of the Purchaser/s is not justified then the Purchaser/s shall bear all of the experts costs, including those of transport and delivery to his premises and any storage or charge for custody.
- 8. Inasmuch as the Auctioneers act only as Agents for the Vendor, they shall not be held personally liable for any default on the part of either Vendor or Purchaser.
- 9. No undertaking of the Auctioneers or their servants to take charge of any lots after the Sale, or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of the foregoing Conditions.
- 10. Purchasers paying by cheque must be prepared, if required, to produce a letter of credit from their Banker.
- 11. In all cases of transfer the original Purchaser shall be held responsible for the purchase money.
- 12. The Auctioneers reserve to themselves the right of refusing any bidding they may deem it advisable to decline, and of withdrawing any lot/s from the Sale and to sell in such order as they may think fit.
- 13. Purchasers or their Agents are requested to obtain accounts and delivery orders at the Auctioneers office before leaving the place of Sale, and carefully to examine same. The Auctioneers cannot hold themselves responsible for any errors in accounts or delivery orders unless they are notified of such errors on the day of the Sale.
- 14. VAT The Auctioneers will offer the lots for Sale exclusive of Value Added Tax. VAT at Standard Rate will be added when the accounts are made up.
- 15. All private sales made on the day of sale must be booked through the Auctioneers.
- 16. On the fourteenth day after the Sale Vendors shall be entitled to receive the purchase price (less commission) of any lot/s provided that the Auctioneers shall have received same and that in the event of any acknowledged debt of the Vendor/s being owed to the Auctioneers the latter shall have the right to set off such debt against the proceeds of Sale.