

IMPORTANT - NO HORSE/PONY OR FOAL, INCLUDING A FOAL AT FOOT OF DAM MAY BE SOLD WITHOUT A PASSPORT
- ALL LOTS BORN AFTER 1ST JULY 2009 MUST BE MICROCHIPPED

RESERVE PRICES:

All reserves to be placed on the Sale Day Reserve Form and handed to the Auctioneers in the rostrum on entering the sale ring, at the time of sale. Before this time no reserves will be accepted. Unless a reserve price is given to the Auctioneers in writing as a lot is offered, the lot will be sold without reserve to the highest bidder. **Where a lot fails to make its reserve and is subsequently sold privately on the day of sale, such private sale must be booked through the Auctioneers, upon which full commission will be charged. Failure to observe this rule will result in defaulters being barred from future sales.**

VENDORS ARE ADVISED TO READ THE FOLLOWING THE CONDITIONS OF SALE

1. THE WELFARE OF HORSES AT MARKETS ORDER (1990)

Vendors are advised that by law the following must not be submitted for sale:

- 1) UNFIT HORSES i.e. ones which are diseased, ill, injured, lame, deformed emaciated, weak or exhausted etc.
- 2) A mare during the last month of pregnancy
- 3) Foals less than 4 months of age - unless at the foot of the dam

NOTE: Any foal sold away from its dam must be fully weaned before the sale

2. LAME & UNFIT ANIMALS

- 1) Lots must be free of contagious disease and of any substance capable of affecting performance or masking any unsoundness.
- 2) The sale of ANY horse which is lame or unfit may be annulled and the purchase money refunded in full provided that the purchaser reports the lameness or unfitness to the Auctioneers not later than 12 Noon on the second day following the close of sale and the complaint verified by a qualified veterinary surgeon.

3. WARRANTY OF MARES AND FILLIES PROVING IN FOAL

The Vendor warrants that a mare or filly, which is not described as having been running with the stallion, or as having been served, or as being in foal, or as a springer, is not in foal at the time of sale. This warranty is a 6 month and 5 day warranty. If the purchaser proves a breach of warranty then, at the purchaser's option, he may either:

- a) Return the animal and recover such reasonable costs and expenses incurred but shall give him no right to claim damages from the Vendor in lieu of exercising such right of return.
Or
- b) The Vendor shall pay to the purchaser a sum not exceeding any monetary loss, if any, actually sustained by the purchaser and assessed as fair and reasonable in the circumstances.
This warranty does NOT apply to any mare or filly "sold as seen".

4. A HORSE SOLD WITHOUT WARRANTY OR "AS SEEN" may only be returned to the vendor if, by law, its condition prohibits its sale (see 1.1 and 2)

- 5. GENERAL WARRANTIES:** Unless the horse is to be sold "without warranty" by age or height only or as being "halter broken" only, all lots must be free from vice, quiet in the stable, to catch, load and shoe unless otherwise declared. Latent defects must be declared i.e. crib biting, wind sucking, head shaking, sarcoids and sarcoid like lesions, un-nerving and it must also be stated if a horse has been fired, tubed or hobdayed unless the animal is sold without warranty. Complaints as to patent physical defects such as splints, curbs, sidebones etc, will not be entertained unless they cause the horse to be lame. Sweet itch, being a condition is not covered by the general warranty.

6. SPECIFIC WARRANTIES:

The following warranties or their qualified variance will apply:

- 1) **QUIET TO RIDE:** which shall imply that the animal may be ridden by a reasonably experienced person, on its own, in company with traffic and is sound in wind, eyes, heart and action.
- 2) **GOOD HUNTER:** quiet to ride, with hounds and with traffic. Sound in wind, eyes and heart. Has been hunted and capable of being hunted.
- 3) **GOOD HACK:** quiet to ride and quiet with traffic
- 4) **RIDE AND DRIVE:** quiet to ride and in harness and quiet with traffic
- 5) **GOOD JUMPER, REGULARLY RIDDEN, REGULARLY HUNTED:** quiet to ride and is capable of jumping, being ridden or hunted.
- 6) **HALTER BROKEN:** quiet to lead and handle, not yet backed.
- 7) **SOUND:** Sound in wind, eyes, heart and action but otherwise unbroken and untried.
- 8) **PONIES 14.2 HANDS AND UNDER:** same descriptions as 1-5 above can apply but they must be easily manageable by a child of average competence and age appropriate to the size of the pony.

7. Where no details of a lot are given other than its AGE or HEIGHT that lot shall be sold "without warranty".
Unbroken ponies carry no warranty unless other wise stated.

VENDORS PLEASE NOTE: Should the sale of any animal be annulled due to misdescription, full commission on the lost sale will be due from the vendor. No substitutions to the main catalogue will be accepted. The Auctioneers reserve the right to levy a £100 fine on vendors who fail to present for sale their entries.

NO LATE ENTRIES WILL BE ACCEPTED ON THE DAY OF SALE

SEDGEMOOR AUCTION CENTRE, NORTH PETHERTON, BRIDGWATER, SOMERSET, TA6 6DF.
 Telephone: 01278 410278 Fax: 01278 410282 E-mail: market@gth.net

HORSE AND PONY ENTRY FORM – 1 PER ENTRY

**THURSDAY : 16TH FEBRUARY, 22ND MARCH, 26TH APRIL, 17TH MAY, 19TH JULY, 20TH SEPTEMBER,
 18TH OCTOBER & 15TH NOVEMBER 2012**

SALE TO COMMENCE AT 3PM

CLOSING DATE FOR CATALOGUING 2 WEEKS BEFORE THE SALE DATE

Entries to be lotted in order of return of entry forms to Market Office

ENTRY FEES MUST BE ENCLOSED WITH YOUR ENTRY FORM – LOTS WILL NOT BE CATALOGUED WITHOUT THE APPROPRIATE ENTRY FEE

ALL ENTRIES TO BE RESERVED OVER 1000GNS £36.00 (INCLUSIVE OF VAT)
 ALL OTHER HORSES £24.00 (INCLUSIVE OF VAT)
 PONY OR DONKEY £18.00 (INCLUSIVE OF VAT)
 YEARLINGS £12.00 (INCLUSIVE OF VAT)
 FOALS £6.00 (INCLUSIVE OF VAT)

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|---------------------|---------------------|
| AMOUNT OF ENTRY FEE | Office Use Enclosed |
| | YES/NO |

TO ENCOURAGE PROMPT ENTRY AND RETURN OF ENTRY FORM BEFORE CLOSING DATE, TO ENABLE FULLER AND MORE DETAILED ADVERTISING, ALL ENTRIES RECEIVED AFTER THE CLOSING DATE WILL BE CHARGED AN ADDITIONAL LATE ENTRY FEE OF **£12 (INCLUSIVE OF VAT)**

NAME **LOT NO.**

ADDRESS

POSTCODE **TEL NO**

| NAME | HEIGHT | COLOUR | BREED | SEX | AGE |
|------|--------|--------|-------|-----|-----|
| | | | | | |

N.B. FOR SEX PLEASE USE THE FOLLOWING: C = COLT; G = GELDING; F = FILLY; M = MARE; S = STALLION

Only lots with a Full Passport may be accepted for Sale, including Foals at foot.

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| PLEASE STATE SOCIETY & REG NUMBER ON PASSPORT: | HAS THE PASSPORT BEEN SIGNED TO PREVENT SLAUGHTER FOR HUMAN CONSUMPTION? YES/NO |
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WARRANTY: (PLEASE READ CONDITIONS OF SALE OVERLEAF BEFORE COMPLETING THIS SECTION. IF YOU DO NOT REQUIRE THE GENERAL WARRANTIES TO APPLY, PLEASE STATE "WITHOUT WARRANTY")

All lots must be left with a head collar. A £10 charge will be levied on any sold horses left without one.

COMMENTS FOR CATALOGUE:

I/we being the owner or agent of the animal to which the entry relates, warrant that it is owned as stated and that I/we have the owners 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 do not require interest to be paid on the sale proceeds and further agree that should any interest accrue it may be retained by Greenslade Taylor Hunt.

Signed Date.....

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| VAT DECLARATION - Please note you <i>must</i> complete one part of this VAT declaration |
| I/We declare that my/our VAT Registration Number is:..... and that I/We will Account for VAT paid to me/us to the proper authorities in due course.....(Sign) |
| I am not registered for VAT:(Sign) |
| The above lot is eligible for sale under the VAT margin scheme for second hand goods and input tax has not been and will not be claimed in respect of this lot.....(Sign) |

Please note all horses and ponies will be sold subject to VAT unless the above non VAT or VAT Margin scheme declarations are signed.