

**Vendor's Declaration**

I confirm that:

1. I have read and accept the Company's Vendor Terms of Business, and I understand and agree that this application constitutes an application for Listing of a Horse or Mare on the Website and will only become effective and binding on the parties if accepted in writing by the Company.
2. I am the Vendor and/or the expressly authorised agent of the owner(s) acting as a Vendor, and am authorised to apply for the Listing of the Horse or Mare in accordance with paragraph 2 of the Terms of Business entitled Application and Authority to List.
3. I have read paragraph 5 of the Terms of Business entitled Fees and Commissions and I confirm that such fees and commissions will be paid by the Vendor with respect to any eligible sale of the Horse or Mare.
4. I have read paragraphs 8 (Description of the Horse or Mare) and 9 (Responsibility) of the Terms of Business and accept that the Vendor(s) is/are solely responsible for the accuracy for all information concerning the Horse or Mare.
5. The information provided to the Company regarding the Horse or Mare is correct and complete.
6. I understand that I am required to seek my own advice on the VAT or other customs charges that may be applicable on any sale outside the UK, and I acknowledge that the Company accepts no responsibility for any additional costs that arise from the sale of any Horse or Mare.

Name:

Company / position if Vendors' representative:

Email address:

Phone Number:

Signed:

Date:

**Information about the Horse (Horse in training)**

Name:

Year of Birth:

Gender:

Sire:

Dam:

Damsire:

Height:

Weight:

Current Official Rating:

Any Vices:

Any known Veterinary issues:

Trainer:

**Information about the Mare**

Name:

Year of Birth:

Sire:

Dam:

Damsire:

Height:

Status (In-foal, Maiden, Barren, Rested, Slipped):

Covering Sire:

Last service date:

Has the mare been sexed ? If yes, is she believed to be carrying a colt or filly:

Any Vices:

Any known Veterinary issues:

Stud Farm / Stud Farm Manager:



## **Definitions**

**Commission:** commission payable in the event of a sale of a Horse or Mare during the Listing Period, as detailed in paragraph 5 of these Terms of Business.

**Company:** Richard Knight Bloodstock Agent Limited, a limited liability company registered in England and Wales with registration number 09138869 and registered office at 4 Cowage Farm Cottages, Foxley, Malmesbury, Wiltshire, England, SN16 0JH, trading as wesellbloodstock.com.

**Horse:** a horse in training, of either sex.

**Listing:** the advertisement of the Horse or Mare as being available for sale as published on the Website.

**Listing Fee:** a non refundable fee of £950 plus VAT (for a Horse) or £450 plus VAT (for a Mare) payable to the Company by the Vendor prior to Listing.

**Listing Period:** a period of 21 days commencing on the Listing of the Horse on the Website, or in the case of a Mare, a period of 2 calendar months commencing on the Listing of the Mare on the Website.

**Mare:** a filly or mare which is or has been in training and may be suitable for breeding, is in foal, or otherwise may be suitable for breeding.

**Mare Report:** means a report on the health of the Mare undertaken by a by a qualified veterinarian who is a member of the Royal College of Veterinary Surgeons or equivalent, comprising a basic examination of the eyes, heart and lungs of a Mare, and an examination to assess potential suitability for breeding (if maiden), or to confirm the pregnancy (if in foal). The Mare Report may, where a Mare is or has recently been in training, include a Scope Examination, at the discretion of the Company. For the avoidance of doubt such Mare Report does not include any flexion tests or assessment on a circle of the Horse or Mare, and no blood samples will be taken.

**Marketing Materials:** photographs and / or video footage of the Horse or Mare, together with pedigree details.

**Preliminary Vet Report:** a report regarding the Horse comprising the Scope Examination and the X Ray Report, prepared by a qualified veterinarian who is a member of the Royal College of Veterinary Surgeons or equivalent.

**Purchaser:** a prospective purchaser of the Horse or Mare, or their duly authorised representative.

**Sale Price:** means the price paid by a Purchaser to a Vendor to purchase a Horse or Mare, excluding any fees, Commissions, applicable customs, taxes or VAT.

**Scope Examination:** means a static endoscope examination, to be carried out in respect of the Horse or Mare by a qualified veterinarian who is a member of the Royal College of Veterinary Surgeons or equivalent. A Scope Examination will only be undertaken for a maiden Mare which has been in training prior to Listing.

**Travel Charge:** means an additional charge of 0.45 pence per mile each way (in the UK) or otherwise as agreed with the Company in respect of the travel costs of the persons engaged to provide the Marketing Materials (such Travel Charge not to apply to Horses or Mares located in Newmarket, Lambourn or Malton).

**VAT:** means value added tax or any equivalent charge charged in the UK or elsewhere.

**Vendor:** the legal owner of the Horse or Mare, or their duly authorised representative.

**Vices:** includes (but is not limited to) a Horse or Mare who wind-sucks (gulps or swallows air whether in association with grasping fixed objects with incisor teeth or not), crib-bites or is a cribber which has been operated on for the correction of windsucking; weaves (habitually swings its head and neck to and fro and transfers weight from one forelimb to the other alternately); or boxwalks (habitually walks either backwards and forwards or round and round the box repeatedly in an aimless manner); together with any Wind Issues.

**Website:** [www.wesellbloodstock.com](http://www.wesellbloodstock.com)

**Wind Issues:** includes (but is not limited to) a Horse or Mare which is a whistler or roarer, or is described as “heard to make a noise”.

**Withdrawal Fee:** the fee of £950 plus VAT payable by the Vendor to the Company in the event that the Vendor wishes to withdraw the Horse or Mare from Listing under paragraph 7.

**X Ray Report:** means a report on the X-rays taken of the Horse by a qualified veterinarian who is a member of the Royal College of Veterinary Surgeons or equivalent, being the X-ray views specified in “*BEVA Recommended Radiographic Views of Horses in Training Submitted for Public Sale*”, as set out at the Annex.

**1. Parties**

- 1.1. The Company is the operator of the bloodstock sales' website [www.wesellbloodstock.com](http://www.wesellbloodstock.com) (the **Website**).
- 1.2. The Vendor is the owner of the Horse or Mare, or otherwise the person with appropriate authority to sell the Horse or Mare, by Listing the Horse or Mare on the Website. The Vendor shall provide their contact details to the Company upon application for Listing of a Horse or Mare in the form of the Vendor Declaration.

**2. Application and Authority to List**

- 2.1. These Terms of Business apply between the Vendor and the Company in connection with the Listing of any Horse or Mare on the Website.
- 2.2. By submitting details of a Horse or Mare to the Company each Vendor is deemed to accept these Terms of Business without reservation or exception.
- 2.3. The Vendor represents and warrants that he is either the legal owner of the Horse or Mare, or duly authorised to act on behalf of the legal owner of the Horse or Mare, in connection with the Listing and a subsequent sale.
- 2.4. The Vendor confirms that the restrictions applicable to the Horse during the Listing Period set out in paragraph 4 will be complied with at all times.

**3. Pre-Listing Conditions**

- 3.1. The Vendor is required to pay to the Company a Listing Fee of £950 plus VAT for each Horse, or £450 plus VAT for each Mare, to be submitted for Listing.
- 3.2. In consideration for payment of the Listing Fee, the Company will arrange for:
  - 3.2.1. the preparation of the Preliminary Vet Report for each Horse;
  - 3.2.2. the preparation of the Mare Report for each Mare; and
  - 3.2.3. the preparation of Marketing Materials in respect of each Horse or Mare, all to take place by arrangement with the Vendor (or the Vendor's representative) within 7 days of receipt of the Listing Fee where reasonably possible, or otherwise as arranged with the Vendor.
- 3.3. A Travel Charge will apply in connection with the preparation of each of (i) the Preliminary Vet Report or Mare Report, and (ii) the Marketing Materials, which is payable by the Vendor in addition to the Listing Fee.
- 3.4. In the event that the Horse or Mare is located outside the UK, the Listing Fee and Travel Charge will be subject to adjustment as agreed between the Vendor and the Company.
- 3.5. By submitting the Horse or Mare for Listing, the Vendor confirms that the minimum Sale Price of the Horse or Mare stated in the Listing will be £50,000 (excluding any fees, Commissions, applicable customs, taxes or VAT).
- 3.6. The Preliminary Vet Report or Mare Report (as appropriate) together with the Marketing Materials must be satisfactory to the Company to allow the Horse or Mare to be accepted for Listing. The Company's decision is final in accepting a Horse or Mare for Listing.
- 3.7. With respect to a filly in training, the Company and the Vendor shall agree prior to Listing whether the Listing should be as a Mare or as a Horse.

- 3.8. Any Mare described as “in foal” cannot be considered for Listing until after the 42<sup>nd</sup> day of gestation, or within 4 weeks of the due date for foaling. A covering certificate must be provided in respect of any Mare described as “in foal”, together with proof of payment of any stud fees in full.
- 3.9. Any Horse or Mare which displays any Vices may not be eligible for Listing on the Website. The Vendor is required to inform the Company of any such Vices, and ensure such information is stated in the Marketing Materials or elsewhere on the Website or is otherwise disclosed to the Purchaser prior to purchase.
- 3.10. Any Horse which has run at a meeting not recognised by a Racing Authority or is restricted from racing by any Racing Authority and not so described is not eligible for Listing on the Website.

#### **4. Restrictions During the Listing Period**

- 4.1. The Vendor agrees that during the Listing Period, the Horse will remain in training but must not race.
- 4.2. The Vendor confirms that the Horse or Mare will only be offered for sale by the Company during the Listing Period, and acknowledges that the obligations set out in paragraph 5 regarding Commission will apply to any sale of the Horse or Mare during the Listing Period and thereafter.

#### **5. Commission and Fees**

- 5.1. The Vendor is required to pay to the Company the Listing Fee within 7 days of the date of application for Listing, and preparation of the Preliminary Vet Report or Mare Report and Marketing Materials will not take place until such fee is paid in full.
- 5.2. Commission is payable to the Company by the Vendor at the rate of 2.5% of the Sale Price of the Horse or Mare whether: (a) sold to a Purchaser following an introduction by the Company, or (b) sold otherwise than via the Company during the Listing Period.
- 5.3. Commission is payable to the Company by the Vendor at the rate of 2.5% of the Sale Price for any sale which takes place during the 14 days following the withdrawal of the Horse or Mare from Listing under paragraph 7.
- 5.4. Commission is payable to the Company by the Vendor at the rate of 2% of the Sale Price for any sale which takes place during the 14 days following the expiry of the Listing Period.
- 5.5. In the event of any sale otherwise than via the Company either during the Listing Period or following the Listing Period, under paragraphs 5.2(b), 5.3 and 5.4 above, then where no Sale Price is notified to the Company by the Vendor, the Company shall reserve the right to charge Commission determined on the basis of the Sale Price proposed on Listing.
- 5.6. Any Commission payable under these Terms of Business is required to be paid within 14 days of the sale of the Horse or Mare.



- 5.7. Each Commission payable will be subject to VAT at the prevailing rate.
- 5.8. No fee or Commission paid under these Terms of Business is refundable.
- 5.9. If the Vendor fails to make any payment under these Terms of Business by the due date for payment, then the Vendor shall pay interest on the overdue amount at a rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until payment.
- 5.10. All amounts due under these Terms of Business shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 5.11. The Company accepts no responsibility for any additional costs that arise from the sale of any Horse or Mare via the Website, including (but not limited to) any customs charges on export, or VAT.

## **6. Sale Process**

- 6.1. Where a Purchaser contacts the Company regarding a Horse or Mare, the Company will relay such offer to the Vendor in its entirety, and either leave the Vendor to respond directly or respond in accordance with the Vendors' written instructions.
- 6.2. The Company recommends that the Purchaser should both inspect the Horse or Mare, either in person or via their trainer or other appropriate representative, and seek a full pre-purchase veterinary inspection by a vet of their choosing in respect of the Horse or Mare, both within 5 business days' of any offer being accepted by the Vendor.
- 6.3. The Company further advises that a contract of sale regarding the Horse or Mare should be entered into by the Vendor and Purchaser.
- 6.4. The Company shall maintain the Listing of the Horse or Mare throughout the sale process, and only remove the Horse or Mare from Listing upon written notification by the Vendor that a sale has been concluded, and further confirmation of the payment of the Commissions in paragraph 5.

## **7. Termination or Withdrawal of the Horse or Mare from Listing**

- 7.1. The Vendor may request the withdrawal of a Horse or Mare from Listing by written notice to the Company during the relevant Listing Period. Such withdrawal shall be effected within 24 hours of receipt of notice by the Company.
- 7.2. Where a Vendor requests the withdrawal of a Horse or Mare from Listing during the Listing Period, the Withdrawal Fee shall be payable by the Vendor. Further, in the event that the Horse or Mare is sold during the subsequent 14 day period, Commission under paragraph 5.3 shall remain payable by the Vendor to the Company.
- 7.3. A Horse or Mare shall be removed from Listing during the Listing Period when the Vendor notifies the Company that a sale has been concluded, confirming the Sale Price and the payment of the Commissions described in paragraph 5.
- 7.4. The Company may terminate the Listing of a Horse or Mare at any time during the Listing Period at its sole discretion. In the event of the Company terminating the Listing, a Withdrawal Fee and/or Commission may be payable by the Vendor at the Company's sole discretion.

## **8. Description of the Horse or Mare**

- 8.1. Each Mare must be registered with a Stud Book Authority approved by the International Stud Book Committee, and properly described. Any Mare described as “believed in foal” must have a covering certificate available for inspection upon request, either in paper form or in the form of a notification in writing from a Stud Book Authority approved by the International Stud Book Committee that the covering has been registered with it and is recorded electronically, together with proof of payment of any stud fees in full.
- 8.2. Each Horse must be registered with a Stud Book Authority approved by the International Stud Book Committee, and properly described.
- 8.3. The Vendor is responsible for disclosing to the Company whether the Horse or Mare has any Vices, and ensuring that such Vices are noted in the Marketing Materials or elsewhere on the Website, or otherwise communicated directly by the Vendor to the Purchaser prior to sale.
- 8.4. The Vendor acknowledges that he or she is responsible for the content of the Listing (including the Marketing Materials and any other information on the Website); in the event of any factual inaccuracies the Company must be notified in writing to allow correction within 24 hours’ of receipt of such notice.

## **9. Responsibility**

- 9.1. The Vendor is responsible for the accuracy of all information concerning the pedigree, description and health of a Horse or Mare, together with all other information included in the Marketing Materials. No statement, certificate, forecast or expression of opinion in respect thereof is or is to be deemed to be in any circumstances a representation, undertaking or warranty by the Company and the Company shall in no circumstances become liable to any person in respect thereof. The Company accepts no liability for any loss resulting from any errors or omissions contained in the Marketing Materials or otherwise on the Website.
- 9.2. Each Horse or Mare is Listed in accordance with the Vendors’ instructions, and there is no term implied nor any warranties given in any Listing that any Horse or Mare is of satisfactory quality or is fit for training or breeding or for any particular purpose.
- 9.3. The Preliminary Vet Report is available for inspection on the Website in respect of each Horse, however such report is for information purposes only and no statement, certificate, forecast, or expression of opinion stated therein is or is to be deemed to be in any circumstances a representation, undertaking, warranty or condition of contract with the Vendor of the Horse or with the Company and neither the Vendor nor the Company shall in any circumstances become liable to any person in respect thereof.
- 9.4. The Mare Report is available for inspection on the Website in respect of each Mare, however such report is for information purposes only and no statement, certificate, forecast, or expression of opinion stated therein is or is to be deemed to be in any circumstances a representation, undertaking, warranty or condition of contract with the Vendor of the Horse or with the Company and neither the Vendor nor the Company shall in any circumstances become liable to any person in respect thereof.

## **10. Indemnity**

- 10.1. The Vendor shall indemnify the Company in respect of any loss suffered or costs, disbursements or expenses incurred by the Company by reason of bringing or defending any proceedings (including but not limited to any adverse costs awarded against the Company) or otherwise howsoever which arise whether directly or indirectly from any act or omission by the Vendor in connection with the Listing or sale of a Horse or Mare whether or not such act or omission be a breach of these Terms of Business with the Company.

## **11. No Agency and Conflicts of Interest**

- 11.1. The Company owes no duty to the Vendor or Purchaser other than as set out in these Terms of Business.
- 11.2. The Company has no authority to bind the Vendor, and shall not hold itself out, or otherwise create the impression that it is authorised to bind the Vendor in any way, and shall not do any act which might reasonably create the impression that the Company is so authorised.
- 11.3. The Company shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Vendor.
- 11.4. In the event that any conflict of interest arises, the Company will act in accordance with the Bloodstock Industry Code of Practice guidance. The Company has set out all relevant fees, Commissions and obligations in these Terms of Business.

## **12. Notices**

- 12.1. Any notice given to a party under or in connection with these Terms of Business shall be in writing and shall be:
- 12.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or the address first noted above (for an individual); or
- 12.1.2. sent by email to the address provided by each party.
- 12.2. Any notice shall be deemed to have been received:
- 12.2.1. if delivered by hand, at the time the notice is left at the proper address;
- 12.2.2. if sent by next working day delivery service, at 9.00 am on the second business day after posting; or
- 12.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.3. This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**13. No Warranty**

- 13.1. These Terms of Business only apply to the Listing of the Horse or Mare, and shall not apply to any subsequent sale. The Company expressly excludes any and all warranties or guarantees as to the condition or state of health and suitability for purpose of the Horse or Mare whether implied at common law or by statute or by business practice in these Terms of Business.

**14. Limitation of the Company's Liability**

- 14.1. Subject to paragraph 14.2, the Company is not liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Vendor or the Purchaser in connection with any sale of a Horse or Mare.
- 14.2. Nothing in paragraph 14.1 shall exclude or limit the Company's liability for any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

**15. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions**

- 15.1. These Terms of Business constitute the entirety of the agreement between the parties. They supersede any prior representations which may have been made, whether orally or in writing. Any modification or amendment to these Terms of Business must be made in writing and signed by both parties.
- 15.2. No failure or delay by a party to exercise any right or remedy provided under these Terms of Business or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3. All paragraphs, sub-paragraphs and parts thereof shall be severable and shall be read and construed independently. Should any part of this agreement be found invalid this will not affect the validity or enforceability of any other provision or of these Terms of Business as a whole.
- 15.4. These Terms of Business, and the rights set out in it must not be assigned or novated by either party.
- 15.5. The parties agree that these Terms of Business are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 15.6. These Terms of Business and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 15.7. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Business or its subject matter or formation.

## **ANNEX**

### **BEVA Recommended Radiographic Views of Horses in Training Submitted for Public Sale**

The X Ray Report will be based on the following radiographic views.

#### **FRONT FEET**

- Lateromedial
- Dorsoproximal-palmarodistal oblique distal phalanx (upright pedal)

#### **FRONT FETLOCKS**

- Dorsopalmar (angled down 30° and to include the pastern joint)
- Lateromedial (to include the pastern joint)
- Lateromedial flexed (optional)
- Dorsolateral-palmaromedial oblique 45°
- Dorsomedial-palmarolateral oblique 45°
- Flexed dorsopalmar

#### **HIND FETLOCKS**

- Dorsoplantar (angled down 30° and to include the pastern joint)
- Lateromedial (to include the pastern joint)
- Dorsolateral-palmaromedial oblique 45°
- Dorsomedial-palmarolateral oblique 45°
- Flexed dorsopalmar (optional)

#### **CARPUS**

- Dorsopalmar
- Lateromedial
- Lateromedial flexed (optional)
- Dorsolateral-palmaromedial oblique 30°
- Dorsomedial-palmarolateral oblique 20°
- Skyline distal row carpal bones (3rd carpal bone skyline)

#### **TARSUS**

- Dorsoplantar 10° Dorsolateral-Plantaromedial
- Lateromedial
- Dorsolateral-plantaromedial oblique 45°
- Dorsomedial-plantarolateral oblique 45°

#### **STIFLES**

- Lateromedial
- Caudocranial
- Caudolateral-Craniomedial Oblique 20° (optional)