

ONE ENTRY PER FORM

OFFICE USE ONLY



Telephone 01824 705000

www.ruthinfarmers.co.uk

Official Auctioneers for: **CLWYD WELSH PONY AND COB ASSOCIATION SALE - @ Vale of Clwyd Agricultural Centre, Ruthin. LL15 1PB**
DYDD SADWRN 11^{eg} o FAI / SATURDAY 11th MAY 2024 - Sale to Commence at 11.00am

I wish to enter subject to the Conditions of Sale overleaf, and undertake not to sell prior and to bring forward my entry

By Law the following class of animals must not be sent for sale:

FOALS under 4 months of age other than at the foot of their dams.

HARD HATS MUST BE WORN AT ALL TIMES.

PLEASE NOTE:

All relevant documents and fees must be Attached or the **entry will not be accepted.**

ENTRY FEE £10 (PER ENTRY)

Cheques made payable to 'Ruthin Farmers Auction Co Ltd'.

Vendor's Name: (Mr, Mrs, Miss) Signature:

VAT Registered YES/NO - VAT No:

Tel No:

Address:

.....

Please give Registration Numbers

Name: Please mark Stud Book No: Section:

Colour: Sex: **M / F / Geld** D.O.Birth: Height:

Sire:

Dam: By:

Covered By: Date:

With: Foal By:

Description (No details accepted other than inside box):

Please tick and enclose as appropriate

Entry Fee	
A photocopy of the Animal's Passport is required for entry proving the Animal's breeding and Vendor's ownership.	
Stallion Licence.	

Commission - The Vendor shall pay the Auctioneer a Commission of 6% + VAT of each lot with a £10 +VAT minimum charge on each lot sold

Breeders Name & Address:

Cheques made payable to: **Ruthin Farmers Auction Co Ltd**
and sent to: **Ruthin Farmers Auction Co Ltd**
Agricultural Centre,
Parc Glasdir, Ruthin. LL15 1PB

Reserve Price:

PLEASE NOTE:

It is required that all entries to be at the Sale yard by **10.00am.**

All private sales made on the day of sale must be booked through the Auctioneers Office.
All Entries must be halter broken and lead around the ring

Entries to be in hand of the Auctioneers by Friday 26th April

IT IS IMPORTANT THAT THESE CONDITIONS OF SALE SHOULD BE READ BY BOTH VENDORS AND PURCHASERS. ALL LOTS MUST BE PAID FOR ON DAY OF SALE AND NO WARRANTIES WILL BE ENFORCEABLE UNTIL SUCH TIME AS THE AUCTIONEERS HOLD THE FULL PURCHASE MONEY AS STAKE-HOLDERS.

CONDITIONS OF SALE

1. The Purchaser shall be the highest bidder. In the event of a dispute between two or more bidders as to which is the Purchaser, the Auctioneers shall either declare the Purchaser, or, at his option immediately re-offer the disputed lot for sale.
2. **Commission** – The Vendor will pay the Auctioneer a commission of 6% + VAT with a minimum commission of £10+ VAT per head.
3. **The Auctioneer reserves the right:**
 - (i) To refuse any bidding;
 - (ii) To determine the amount to be advanced at each bidding;
 - (iii) To sell without reserve, unless written instructions to the contrary are received by the Auctioneer conducting the sale in question before the advertised time of sale.
4. The Vendor reserves the right to bid through the Auctioneer as his agent as often as he shall think fit.
5. Each lot shall be at the risk and cost of the Vendor until the fall of the hammer, when it shall be at the risk and cost of the Purchaser.
6. **The Purchaser shall:**
 - (i) immediately on the fall of the hammer, if so required by the Auctioneer, state his name and place of abode, in default whereof the Auctioneer may at his option re-offer the lot for sale and the defaulting Purchaser shall be liable to the Vendor for any loss thereby caused;
 - (ii) pay the balance of the purchase money by 5:00pm on the day of the sale, in default whereof the Auctioneer may as the agent of the Vendor annul the sale and the Purchaser shall be liable to the Vendor for the loss occasioned by such default and to the Auctioneer for his commission upon the sale thus nullified.
7. No lot may be removed without a written order of the Auctioneer, which order may be withheld from the purchaser in respect of Lots not fully paid for.
8. Nothing in the above conditions shall disentitle the owner or the Auctioneer, as his agent from compelling a Purchaser to pay the price of any lot purchased by him.
9. All payments to be made by Cash or Debit card.
10. The Purchaser shall pay the Auctioneer a buyer's premium of 6% + V.A.T. on each lot.
11. Vendors shall supply each lot with a serviceable halter, or at the discretion of the Auctioneer, pay for a serviceable halter supplied by the Auctioneers.
12. The descriptions of the Lots are believed to be correct but neither the Vendor nor the Auctioneers make or give, nor has any person in the employment of the Auctioneers any authority to make or give any representation or Warranty in relation to any Lot, and all statements contained in the Catalogue or given at the sale as to the authenticity, attribution, genuineness, origin, authorship, date, age, period, condition or quality of any Lot. Are statements of opinion, and are not to be taken as, or as implying statements of representation of fact. Intending purchasers must satisfy themselves by inspection or otherwise as to all such matters, and also as the physical condition of any Lot.
13. If any purchaser shall fail to comply with the above Conditions or any of them, the Auctioneers shall be at liberty to recover in full the amount of the purchase money of the Lot or Lots bought by such purchaser together with 10% interest and all costs, charges and expenses, without reference to any delivery or acceptance of the Lot or Lots other than the first delivery at the fall of the hammer and the declaration of acceptance as before stipulated, or to re-sell any Lot or Lots bought by such purchaser either by public or private sale, and the full amount of the purchase money at the present sale, or the deficiency (if any) arising from the second sale together with all interest charges and expenses shall be made good by the defaulter at the present sale, and be recoverable as and for liquidated damages.
14. Neither the Vendor nor the Auctioneers shall be responsible for any loss, damage, or injury, occasioned to or sustained by any persons on the premises before, during or after the sale, how-so-ever the same may arise.
15. Should any question arise not provided for in Conditions the decision of the Auctioneers shall be final from which there is no appeal
16. Vendors should check the descriptions of their lots upon receipt of the catalogue and notify the Auctioneer of any discrepancy, confirming same prior to the commencement of sale.

17. No Vendor may bid for any of his own lots except through the Auctioneers. The Auctioneers reserve the right to charge full commission on the reserve price of any lots so bought in.
18. Vendors will be charged full commission upon the sale of any lot returned for breach of condition, description or warranty or otherwise in accordance with the Award of any Arbitrator appointed under the conditions of sale.
19. All private sales made of the day of sale must be booked through the Auctioneers Office.
20. In case of dispute as to the meaning of any description or warranty, the decision of the Auctioneers shall be final and binding on all parties.
21. All animals, with the exception of foals at foot, must be led whilst in the sale ring.
22. **Any person riding an animal must wear a hard riding hat of an approved standard.**
23. No animals under 3 years of age shall be ridden or driven.
24. No animals over the age of twenty years will be accepted for sale.
25. The Vendor of any animal coughing at the sale may be asked to remove the lot immediately.
26. It is essential that all related faults / unsoundness and vices should be declared by the Vendor including the fact that a lot has suffered from Sweet Itch.
27. Breeding Mares / Fillies must be either to the knowledge of the Vendor capable of breeding naturally without surgical intervention, or that any such surgical intervention to be declared by the Vendor.
28. **All Geldings must have the appropriate passport (Printed or Stamped as GELDING).**
29. WP&CS Passports must accompany all animals to the Sale. The Auctioneers will be responsible for collecting the Passports and will be handed over to all purchasers, on payment, day of sale. It will be the purchasers' responsibility to complete the Passport transfer directly with the WP&CS.
30. **Inspectors will be operating on the morning of sale, and if any entry is found not suitable for sale, the vendors will be asked to remove the entry from the sale yard.**
31. All complaints on any lot purchased must be logged with the Auctioneers by 5pm on the Monday following the sale day
32. **HORSES £300 OR UNDER WILL BE SOLD AS SEEN WITHOUT WARRANTY.**
33. A £20 minimum upset price will operate on all entries in the sale.
34. Animals described as Colts or Stallions four years and upwards, shall be licensed as on the day of sale Under the terms of the "Horse Breeding Act 1948", or issued with a Veterinary Certificate under the Society's Scheme. No guarantee is given to Colt Foals or Yearling Colts.

HEALTH & SAFETY:

Please be aware that Horses are dangerous animals therefore please use common sense when inspecting or viewing the entries. Please ensure that the alleyways are kept clear during the sale. Any persons attending the sale do so at their own risk.