

## SPECIMEN

### Terms of Sale

The horses advertised on this website are sold subject to these terms which take effect on the last party signing. An offer of purchase confirms you agree these terms shall apply. Any variations must be agreed in writing and signed by both parties. All pre-contract representations, written or oral, are not included unless expressly agreed in writing in this contract in the additional terms section below.

You have offered the purchase price of £XX,XXX.00 for the horse described below, and we have accepted that offer on these terms of sale.

Horses have individual temperament characteristics and performance skills that are both dependant on how they are handled, trained and liveried. We only accept responsibility for any liability directly caused by our legal negligence which does not include changes in the horse's temperament, performance or behaviour post purchase arising due to your level of horsemanship or horse management.

You accept that you were solely responsible pre-purchase for ensuring that you completed all reasonable tests, checks and trials of any horse to your reasonable satisfaction. You agree that you were provided with reasonable facilities and access to enable you to complete all those tests, checks and trials. You were offered the options of letting your experts assess the horse including your trainer, veterinarians, or expert equestrian advisor.

You accept that risk passes to you when both parties sign the terms of sale. Legal ownership does not pass to you until the purchase price has been paid in full. Payment is due within 7 days of the date of the terms of sale.

We undertake to ensure we take all reasonable steps to maintain the horse in the condition it was at the date of these terms of sale until it is collected by you. You will collect the horse within a reasonable time of payment made, and if the horse is still with us 7 days after payment then you will pay a day rate of £25 per day full livery to be paid on collection. All disbursements from the date of terms of sale are your responsibility unless agreed with us otherwise, so that shoes, vaccines and other non-livery costs will be your direct liability to the third party that provided them.

Horse:  
Name  
Micro chip number  
Passport number

Additional Terms;  
1. Vices declared - none.  
2. Physical soundness - refer to veterinary report.  
3. Competition record - refer to governing body reports  
4. Performance - as demonstrated pre-purchase.  
5. Behaviour - stabled/ travelling/ traffic/ hounds at foot/ clipping/ etc t.bc

To be signed in counter parts by each party.  
Signed and dated by the purchaser

Address

Signed and dated by the Seller

Address