

**Purchaser Details**

Name:

Company / position if Purchasers' representative:

Email address:

Phone number:

Horse / Mare which is being enquired about:

Offer:

Signed:

Date:

**By making an enquiry to the Company regarding the Listing of a Horse or Mare, the Purchaser is deemed to comply with these terms of enquiry without reservation or exception.**

## TERMS OF ENQUIRY

This guidance for Purchasers is provided for the benefit of all prospective Purchasers who are advised to read it carefully and in full prior to making an enquiry.

1. **Vendor Terms of Business:** Purchasers should carefully review the Terms of Business between the Company and the Vendor, available at [www.wesellbloodstock.com](http://www.wesellbloodstock.com)
2. **Authority:** The Purchaser represents and warrants that he is either purchasing on his own behalf, or where a Purchaser's representative is acting, that he is duly authorised to act on behalf of the Purchaser(s) in connection with the purchase of a Horse or Mare via the Company.
3. **Exclusivity:** The Purchaser may only make an enquiry or offer to a Vendor regarding a Horse or Mare listed on the Website by contacting the Company.
4. **Preliminary Vet Report:** Purchasers can access the Preliminary Vet Report on the Website for each Horse. The Preliminary Vet 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.
5. **Mare Report:** Purchasers can access the Mare Report on the Website for each Mare. The Mare 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 Mare or with the Company and neither the Vendor nor the Company shall in any circumstances become liable to any person in respect thereof.
6. **Pre-Purchase Veterinary Examination:** Purchasers are advised that the Preliminary Veterinary Report or Mare Report (as appropriate) do not comprise a full pre-purchase veterinary examination, and it is recommended that the Purchaser should both inspect the Horse or Mare, either in person or via their trainer or other appropriate representative, and undertake their own pre-purchase veterinary examination of the Horse or Mare using a veterinary surgeon of their choosing prior to purchase, by arrangement with the Vendor, within 5 business days of an offer being accepted by the Vendor.
7. **Contract of Sale:** Purchasers should note that neither the Vendor Terms of Business, these terms of enquiry nor the Listing comprise a contract for sale of a Horse or Mare, and are advised that a contract for sale should be entered into between the Vendor and the Purchaser prior to the conclusion of the sale.
8. **Listing:** 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. The Vendor may request the withdrawal of a Horse or Mare from Listing by written notice to the Company, and the Company may at its discretion withdraw a Horse or Mare from Listing, at any time during the relevant Listing Period.

9. **Information:** 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, and otherwise on the Website. 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, 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.
10. **Responsibility:** 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.
11. **Insurance:** Purchasers are advised that from the time of purchase, the Horse or Mare is owned at their risk and insurance should be arranged accordingly.
12. **VAT and Other Customs Charges:** The Purchaser understands that he is required to seek his own advice in respect of the VAT and/or other customs charges that may be applicable on any purchase of a Horse or Mare located outside the UK, or that will be exported out of the UK on purchase, and acknowledges that the Company accepts no responsibility for any additional costs that arise from the sale of any Horse or Mare listed on the Website.
13. **Professional Purchaser:** The Purchaser hereby acknowledges and agrees that the Website is only available to Purchasers who are purchasing for purposes relating to their trade or business. Purchasers are required to demonstrate to the Company reasonable satisfaction that they are and are only purchasing for purposes relating to their trade or business, before making an offer to a Vendor. If, notwithstanding statements made to the contrary by the Purchaser to the Company, the Purchaser should nevertheless claim to have been purchasing as a consumer (that is to say as an individual acting for purposes that are wholly or mainly outside that individual's trade or business) the Purchaser shall indemnify the Company against all costs, claims, demands, actions and expenses arising out of or in connection with the Purchaser's claim to have purchased as a consumer.

## **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 the Vendor 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 purchase as published on the Website.

**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:** the report regarding the Horse comprising the Scope Examination and the X Ray Report.

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

**Scope Examination:** means 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.

**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.

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

**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 to the Vendor Terms of Business.