

MCCARTNEYS LLP
EQUINE SALES - CONDITIONS OF SALE

Updated April 2026

McCartneys LLP Equine Sales are held subject to the following Conditions of Sale, which form the contract between the Vendor and the Purchaser.

Any dispute arising out of the sale of any Lot in accordance with these Conditions shall be a matter solely between the Vendor and the Purchaser. McCartneys LLP shall not be liable to either party in connection with such dispute.

All Vendors and Purchasers are advised to read these Conditions carefully. These Conditions take precedence over any previously issued versions.

The attention of Purchasers is particularly drawn to the procedures and time limits applicable in the event of any complaint or dispute.

1. ENTRY

- 1.1. A horse shall be entered for sale upon completion of an entry form (online or paper) and payment of the prescribed entry fee.
- 1.2. By submitting an entry, the Vendor warrants that all information provided is complete and accurate and undertakes to present the Lot for sale. The Auctioneers reserve the right to refuse future entries where Vendors fail, without good reason, to fulfil this obligation.
- 1.3. Entry fees are non-refundable unless withdrawal is supported by veterinary evidence submitted prior to the sale, in which case a refund will be issued less a £10 administration fee.
- 1.4. Any reserve must be notified in Pounds Sterling on the appropriate form and lodged with the Auctioneers prior to or at the time of sale.
- 1.5. In the absence of a reserve, the Auctioneers may sell without reserve at their discretion.
- 1.6. The Vendor warrants that, on the day of sale, the horse is free from contagious disease and is accompanied by a valid DEFRA-approved passport, which will be checked against the microchip on arrival.
- 1.7. Any Lot entered and advertised for sale shall not be sold privately prior to the auction. Commission remains payable on any sale concluded within two weeks before or after the sale date.

2. COMMISSION, BUYERS PREMIUM & FEES

- 2.1. Vendors shall pay commission of 5% plus VAT of the hammer price (minimum £20 plus VAT per Lot).
- 2.2. Purchasers shall pay a buyer's premium of 5% plus VAT on the hammer price.
- 2.3. For Lots bought in, a fee of £100 plus VAT or 5% of the last bid (whichever is greater) will apply.
- 2.4. Commission remains payable in full even if a Lot is subsequently returned.
- 2.5. All private sales on the day must be processed through the Auctioneers.
- 2.6. VAT will be charged where applicable and will be stated in the catalogue or announced at the time of sale.

3. CATALOGUE DESCRIPTION

- 3.1. All descriptions are the responsibility of the Vendor. The Auctioneer accepts no liability for their accuracy.
- 3.2. Vendors must check the catalogue entry for their Lot upon publication of the catalogue online and notify the Auctioneer immediately of any errors, amendments, or additions required.
- 3.3. The following words have the following meanings when used in a catalogue description:
 - (i) Unbroken - must be quiet to lead and to halter.
 - (ii) Partly Broken - must be capable of being ridden by a competent rider in an enclosed school.
 - (iii) Green - must be capable of being ridden by a competent rider at slow paces in open country.
 - (iv) Quiet to Ride - must be quiet and easy to manage and ride away, quiet, and easily managed at all paces on grass, quiet and mannerly with all traffic on the road.

- (v) Hunter – must be quiet to ride and quiet with hounds – capable of jumping a Novice Country.
 - (vi) Jumper – must be able to jump a course commensurate with described capability when ridden by competent rider.
 - (vii) Potential - where described as "having potential" for a specific purpose the horse must have the physical capabilities to undertake this purpose or purposes and must be examined as such by the Veterinary Surgeon (where applicable).
 - (viii) Driving Horses- the same guarantees as apply to riding horses in respect of (ii), (iii) and (iv) above.
 - (ix) Pony under 15 hands – must be easily manageable by a child of average competence and age appropriate to the size of the pony.
- 3.4. The authenticity and accuracy of each entry's passport is the sole responsibility of the Vendor. Any inaccuracies that may occur should be dealt with between the Vendor and Purchaser.
- 3.5. Auctioneer announcements take precedence over catalogue descriptions.
- 3.6. Purchasers must satisfy themselves as to accuracy prior to bidding.

4. PURCHASERS DUTIES

- 4.1. All Purchasers must register at the Sales Office and provide valid identification.
- 4.2. Purchasers must satisfy themselves as to the condition and suitability of any Lot prior to bidding, including online purchases.
- 4.3. All documentation, including passports, should be checked prior to purchase.
- 4.4. Any discrepancies must be reported on the day of sale.
- 4.5. No warranty is implied that any Lot is fit for purpose.
- 4.6. Purchasers are bound by all announcements made at the time of sale.
- 4.7. Each Lot is purchased at the Purchaser's risk from the fall of the hammer.
- 4.8. Bidders must be over 18 years of age.
- 4.9. Purchasers are deemed to have full notice of any Lot sold "as seen" or "as they stand" with no warranty and accept that such Lots are purchased entirely at their own risk.
- 4.10. Nothing in these conditions shall dis-entitle the owner or the Auctioneers as his agents from compelling a Purchaser to pay the price of any Lots purchased by him.

5. BIDDING ONLINE

- 5.1. Purchasers wishing to bid online need to register their details with Marteye (www.marteye.ie) and place a £750 holding deposit with a card. This holding deposit will be held by McCartneys LLP and will be released within 7 working days. This holding deposit cannot be used against any purchases. If you do not pay this deposit, you will be unable to bid online.
- 5.2. Registration for the deposit will open when the sale goes live on Marteye until 10am on the day of sale.
- 5.3. You will be required to re-register your card details and deposit for each sale.
- 5.4. Purchasers bidding online should have read in full our Conditions of Sale as by bidding online McCartneys LLP will understand that you have accepted these terms.
- 5.5. By bidding online, you will have entered into a binding contract and are liable for all bids made by said account.
- 5.6. Payment for online bidding and registration can be made by debit or credit card.
- 5.7. McCartneys LLP reserves the right to reject or terminate an online bidding account without notice.
- 5.8. Bidding online is done so at your own risk. McCartneys LLP will not accept responsibility for any problems that may arise whether technical, wi-fi or internet speeds/failure or otherwise.
- 5.9. Purchasers should ensure that they have familiarized themselves with all information pertaining to the Lot they are interested in and be satisfied with the information.
- 5.10. Once the 'Bid' button has been clicked, the bidder takes full responsibility and will be held liable for the full payment and collection of the Lot if named the winning bidder.
- 5.11. It will be at McCartney LLP's discretion as to the winning bid, whether in-person and online.

6. DESCRIPTIONS OF A LOT, SOUNDNESS AND STABLE VICES.

- 6.1. McCartneys LLP shall not be liable for any statement made in a Sales Catalogue or from the Rostrum, concerning a Lot listed herein for sale, nor for any Description, Pedigree or Warranty expressed or implied on its behalf, such information being supplied by the Vendor who alone is responsible for its accuracy. Description of height are only

approximate. The Vendor is obliged to disclose all past history of the animal in relation to unsoundness, ailments, vices, etc.

- 6.2. The Vendor is responsible for the declaration of all known vices and if possible, the same are announced by the Auctioneer. The Vendor must also declare any other problem with the animal to be sold, e.g. nervous/difficult to ride, difficult to box, or any other behavioural problems, etc. also ensuring that these comments are announced by the Auctioneer. If a vice e.g. clinical signs of sweet itch presents itself and McCartneys LLP have been notified within the 48-hour warranty period and it is found that this problem is verified, then the animal is returnable.
- 6.3. Any horse that wind sucks, makes a sucking noise or crib bites must be declared – if not declared the horse is returnable.
- 6.4. All animals offered for sale by the Auctioneers must be sound in wind, eyes, heart, and action, unless expressly stated otherwise.

7. CONDUCT OF THE SALE

- 7.1. The Auctioneers may at their absolute discretion:-
 - (i) Refuse to accept any bid or bidder, without giving any reason.
 - (ii) Regulate the bidding as the Auctioneer sees fit.
 - (iii) Arrange, consolidate, or withdraw any Lot.
 - (iv) Cancel or postpone a Sale on account of bad weather or other supervening causes.
In the event that a Sale is cancelled, moved, or rearranged the Auctioneer shall not be liable to pay compensation to any Vendor, Bidder or any other party.
- 7.2. The Vendor reserves the right to bid through the Auctioneer acting as the Vendor's agent.
- 7.3. No person shall retract bidding once made.
- 7.4. The Auctioneers shall have lien on each Lot until actual payment.
- 7.5. No set off or reduction will, under any Circumstances be allowed nor shall the Auctioneers be liable for any accident or Default on part of either Vendor or Purchaser.
- 7.6. There may be a reserve price for any Lot, and subject to such reserve price the highest bidder shall be the Purchaser. Should any dispute arise between two or more bidders McCartneys LLP shall forthwith adjudicate on the dispute and their decision shall be binding on all parties, or at the Auctioneers discretion, immediately re-offer the disputed Lot for sale.
- 7.7. The Purchaser shall immediately on the fall of the hammer inform the Auctioneer of their Buyers Number. Failure in this respect entitles the Auctioneer immediately to offer the Lot for re-sale and the original Purchaser shall be liable to make good any difference in price to the Vendor.
- 7.8. Any Purchaser bidding as agent for the principal shall be deemed to have bid on his own behalf as well as on behalf of his Principal and the highest bidder shall be personally liable along with the Principal to the Vendor.
- 7.9. To gain entry on the Sale Premises all Lots must travel with their Passport and the microchip will be checked against their passports.
- 7.10. All Lots will be checked in through the gates and no Lot will be able to leave the Sale Premises until a pass has been obtained from the Auctioneer's Office.
- 7.11. The Auctioneers reserve the right to random and/or at the request of Purchasers, blood test any entry for substances that have not been declared to the Auctioneers pre-sale.
- 7.12. The Auctioneers reserve the right to refuse entry any animal which is suspected to be suffering from a contagious disease, showing symptoms of coughing or in the appointed Animal Welfare Officer's opinion, is in an unfit state to be offered for sale or any animal which is deemed to be unsafe by McCartneys LLP.
- 7.13. All Vendors and Purchasers must follow the health and safety procedures and guidelines as laid out in the Sales Catalogue and by representatives of the Auctioneers on the day of sale.
- 7.14. All Lots presented for sale shall pass through the sale ring unless permission has been previously received from the Auctioneers to withdraw any Lot from the sale.
- 7.15. Should any entry be omitted, the Auctioneers reserve the right of offering the same among the Lots entered.
- 7.16. The use of plastic bags in the Sale ring in any shape or form is banned.
- 7.17. All animals must be led when in the sale ring (if halter broken).
- 7.18. No persons under the age of 16 years are allowed in the sale ring, unless on a lead rein.
- 7.19. Any person riding an animal must wear correct footwear and a riding hat of an approved British Safety Standard.
- 7.20. No animal under 4 years of age shall be ridden or driven.

8. LIABILITY OF THE AUCTIONEER

- 8.1. The Auctioneer acts as agent of the Vendor and the Auctioneer gives no warranties of any kind to the Purchaser.
- 8.2. The Auctioneer does not accept liability for:
 - (i) The description or pedigree of the horse given in the catalogue.
 - (ii) The physical condition or performance of the horse sold.
 - (iii) The payment of the price by the Purchaser.
 - (iv) The return of any horse by the Purchaser to the Vendor.
 - (v) The administration of the Complaints Procedure beyond the appointment of an arbitrator in accordance therewith.

9. PAYMENT

- 9.1. The Purchaser shall pay the Auctioneer in full for the price of the horse within 1 hour of the completion of the sale.
- 9.2. The Auctioneer shall pay the Vendor the price of the Lot less Auctioneer's commission and any other outstanding charges and expenses due from the Vendor to the Auctioneer within 21 days of the date of the Sale, provided that:
 - (i) In the Auctioneer's opinion the Purchaser is a bona fide purchaser and was capable of making a contract i.e. being sound of mind, not in collusion with the Vendor and not under the influence of drugs or drink etc.
 - (ii) the Auctioneer has been paid in full for the price of the horse by the Purchaser, any payment by, or on behalf of, the Purchaser having cleared; and
 - (iii) the Purchaser has not initiated the Complaints Procedure set out below. In the event that the Purchaser has initiated the Complaints Procedure, the Auctioneer shall retain the price of the Lot pending the outcome of the Complaints Procedure.
- 9.3. If the Purchaser fails to make a payment in full for the Lot, and in the Auctioneer's opinion the Purchaser is a bona fide person (9.2.i) and fails to make payment in full for the Lot or Lots the Auctioneer may, at his absolute discretion, resell the Lot and the Purchaser shall be liable for any shortfall in price, and any associated expenses connected with such resale.
- 9.4. The Auctioneers reserve the right to withhold any monies due to the Vendor and to rescind the contract for sale if, in our opinion, the Purchaser is not a bona fide Purchaser and/or incapable of making a contract; i.e. not being sound of mind, being in collusion with the Vendor or being under the influence of drink or drugs.

10. DELIVERY AND RISK

- 10.1. The Vendor shall deliver the horse to the place of the Sale and shall provide the horse with adequate fodder and water and shall provide the horse with a serviceable halter. If the Vendor fails to provide the horse with a serviceable halter, the Auctioneer may provide the horse with a halter and charge the Vendor for the same.
- 10.2. Each Lot, until sold, shall be at the Vendor's risk. From the fall of the hammer, the Lot shall remain the Purchaser's risk, but in no case must they be removed from the premises until paid for.
- 10.3. The Purchaser is responsible for the welfare and penning of each Lot once it has been sold.
- 10.4. Title in the horse shall not pass to the Purchaser until the Purchaser has made payment in full for the horse by means of cleared funds. Until payment in full by means of cleared funds is made, title shall remain with the Vendor.
- 10.5. The Purchaser shall not be entitled to take delivery of the horse until payment in full for the horse has been made.
- 10.6. Should the Purchaser fail to pay for a Lot within a reasonable period then such Lot may at any time be resold by Public Auction or by Private Treaty, and the deficiency (if any) resulting from such resale shall immediately be made good by the defaulting Purchaser.
- 10.7. Nothing herein contained shall preclude McCartneys LLP or the Vendor of a Lot pursuing all legal remedies available to them, or either of them for the recovery of the Purchase Price from a defaulting Purchaser and all expenses commissions and damages resulting from such default.
- 10.8. A Lot purchased shall be removed from the Sales premises no later than 6pm on the day of purchase.
- 10.9. If a horse is not sold, the Vendor shall take back the horse from the Sale premises within 1 hour of the completion of the Sale.

11. PRIVATE SALES

- 11.1. All horses must go through the sales ring before an attempt of purchase is made. If a horse leaves the sales ring unsold a potential Purchaser may negotiate directly (or with the assistance of a member of McCartneys LLP Equine Team) with the Vendor, if an agreement is reached both Purchaser and Vender must put this transaction through the main office. It is generally accepted that the highest bidder in the ring has the first opportunity to negotiate with the Vendor. Anyone found not adhering to these conditions will result in both Vendor and Purchaser being barred from future McCartneys LLP Equine sales.

12. SAFETY

- 12.1. Every person on the Sales premises on which the Sale takes place, whether before, during or after the Sale shall be deemed to be there at their own risk and McCartneys LLP exclude liability in respect of any injury sustained by any of them or any loss or damage to property which may occur from any cause whatsoever, nothing in this sub condition shall be taken to exclude or restrict liability at law for death or personal injury to any person arising from McCartneys LLP negligence.
- 12.2. McCartneys LLP accepts no responsibility for any disease, accident, loss or fatal or non-fatal injury caused to a Lot (including death, theft, or injury) or caused by any Lot while it is being moved by McCartneys LLP employees between yards or at any time whilst it is on the Sales premises. Provided always that nothing in this condition shall be taken to exclude or restrict McCartneys LLP liability at law for death or personal injury to persons arising from McCartneys LLP negligence.
- 12.3. British Safety Standard hats MUST be worn at all times by any person riding a Horse or Pony within the confines of the Market or Sale.
- 12.4. At all times during the sale Vendors and Purchasers must adhere to the CODE OF PRACTICE of the Welfare of Horses, Ponies and Donkeys at Market sales and fairs.
- 12.5. The alleyways, exits and entrance to the ring must be kept clear at all times during the sale. Those areas pose a risk to members of the public and attention should be drawn to this fact.
- 12.6. Any person entering the penning area are at their own risk.
- 12.7. Please note some entries have NOT been haltered trained, Purchasers should make provision for the handling of such Lot's post sale.
- 12.8. Any person engaged to bring and take away a Lot shall do so at the cost and risk in all respects of the owner of such a Lot.

13. WARRANTY

- 13.1. Lots sold for £300 or less are sold as they stand with no warranty.
- 13.2. Lots over £300 may be vetted within 48 hours at the Purchaser's cost unless stated otherwise.
- 13.3. Where any Lot is stated in the catalogue or by announcement to be sold "as seen" or "as they stand" with no warranty, Conditions 14 (Returned Horses) and 15 (Complaints Procedure) shall not apply, and the Purchaser shall have no right to reject, return, or make any claim whatsoever.

14. RETURNED HORSES

- 14.1. This Condition does not apply to Lots sold without warranty under Condition 13.3.
- 14.2. Lots may be returned by the Purchaser to the Vendor if the Purchaser of any Lot sold with a Pedigree establishes that the pedigree is inaccurate.
- 14.3. Lots may be returned by the Purchaser to the Vendor in accordance with the Complaints Procedure if the Purchaser establishes that the description given in the catalogue in respect of a horse is inaccurate.
- 14.4. Lots may be returned by the Purchaser to the Vendor subject to the Complaints Procedure set out below if the horse:
 - (i) is a wind-sucker (i.e. swallows air whether in association with grasping fixed objects with incisor teeth or not); a crib-biter is not returnable unless the crib biting is associated with wind sucking, in which case the Lot is returnable as a wind-sucker;
 - (ii) is a weaver;
 - (iii) exhibits box walking;
 - (iv) has been tubed, fired, unnerved, or operated upon for unsoundness of any other kind;

- (v) a male horse (other than a foal, a yearling before the 31st December of its yearling year) which does not have two testes fully descended to and fully palpable within the scrotum at the time of the Sale is or shall be deemed to be a rig or cryptorchid;
- (vi) fails to load on the Sale Day in a reasonable and acceptable way in a purpose constructed lorry or trailer;
- (vii) has suffered from Sweet Itch;
- (viii) is a breeding mare that requires surgical intervention such as stitching, caslicks etc.; and if the horse has not been described as such in the catalogue or verbally by the Auctioneer at the time of Sale.

15. COMPLAINTS PROCEDURE

- 15.1. This Condition does not apply to Lots sold without warranty under Condition 13.3. and no complaints will be accepted in respect of such Lots.
- 15.2. If the Purchaser wishes to register a complaint in accordance with Condition 14 concerning any misdescription or unsoundness of any animal or for any other reason, the complaint must be received in writing to the Auctioneers within 48 hours of the sale start time (i.e. 11am on the Monday following a Saturday sale).
 - Brecon Equine Sales – email: lloyd.humphreys@mccartneys.co.uk
 - Worcester Equine Sales – email: phillip@mccartneys.co.uk
- 15.3. The written notification by the Purchaser to the Auctioneer shall set out the grounds upon which the Purchaser claims to be entitled to return the horse to the Vendor.
- 15.4. In the case of any complaint of unsoundness, such a complaint should be accompanied by a Stage 3 or Stage 5 Vetting from a Qualified Veterinary Surgeon confirming the position. In the event of a Veterinary Examination within the 48-hour warranty period, if the animal is found to fail the examination (for unsoundness which was not disclosed at the time of sale) whatever that may be, the Lot may be returned to the Vendor or market and the Vendor will be liable for the Veterinary Surgeon costs.
- 15.5. The failure to submit a veterinary certificate in circumstances where such a certificate is appropriate will mean that the Purchaser's complaint will not be further entertained.
- 15.6. If the Purchaser fails to make written notification of his complaint within the above timescales, the Purchaser shall not be entitled to return the horse to the Vendor.
- 15.7. On receipt of a complaint, the Auctioneer shall contact the Vendor and where appropriate send a copy of the complaint and the veterinary certificate.
- 15.8. If the complaint is upheld by the Auctioneer, the Horse shall be returned to the place of sale at the Purchaser's expense within a reasonable timescale. It will then need to be collected from the place of sale at the Vendors expense unless a more convenient meeting point is agreed between both parties and the Auctioneer.
- 15.9. No mis-description of height, colour or pedigree of an animal which does not, in the opinion of the arbitrator appointed as herein after provides, substantially diminished the value of such an animal to the immediate Purchaser, as no mis-description as to the age of any horse described as being over the age or eight years, shall dis-entitle any Purchaser to make any claims for recession of the Contract of Sale or for the damages or compensation in respect of any breach there in.
- 15.10. No claims will be entertained by any Sub-Purchaser, or by any Purchaser who has parted with the possession or control of the Lot or Lots brought by him in any manner otherwise than in further of the Complaints Procedure herein after set out.
- 15.11. All warranties and description are those of the Vendors and not of the Auctioneer and are in no way guaranteed by the Auctioneers to be true.

16. ARBITRATION

- 16.1. If a mutual agreement between the Vendor and the Purchaser cannot be reached, the Auctioneer shall appoint a suitable person to act as Arbitrator. The task of the Arbitrator will be to examine and determine the complaint. The name of the person appointed by the Auctioneer to act as Arbitrator shall be notified by the Auctioneer to the Vendor and to the Purchaser. The Auctioneer shall thereafter have no further responsibility in respect of the Complaint Procedure.
- 16.2. The examination and resolution of the complaint shall be under the control of the Arbitrator and the Vendor and Purchaser shall comply with all directions that may be given by the Auctioneer in respect of the complaint.
- 16.3. The Arbitrator may require, before proceeding to examine and determine the complaint that the Arbitrator's fees and expenses shall be paid in advance. The Vendor and the Purchaser shall thereupon each pay one-half of the sum stipulated by the Arbitrator.

- 16.4. The Arbitrator may direct that the horse shall be subject to such trial as he may direct, and the Vendor and Purchaser shall lend their full co-operation to such a trial.
- 16.5. Any Vendors or Purchaser in possession of any Lot about which a dispute has arisen shall be responsible for delivering the same for inspection by the arbitrator appointed in accordance with these conditions (if so, required by the Auctioneers) to the Auctioneers, and shall be responsible for the expenses of such delivery and/or inspection unless the arbitrator in his award shall otherwise adjudicate
- 16.6. If either the Vendor or the Purchaser fail to comply with a direction of the Arbitrator or fail to pay any sum ordered to be paid by the Arbitrator, then the Arbitrator may at his own discretion decide not to proceed with the examination and determination of the complaint and may, if the Vendor is in default, order that the horse be returned to the Vendor or may, if the Purchaser is in default, order that the Purchaser pay the full price to the Vendor.
- 16.7. Upon the determination of the complaint, the Arbitrator may at his discretion order that the unsuccessful party pay to the other all the costs and expenses associated with the Complaints Procedure.
- 16.8. All Vendors and Purchasers as a condition respectively of the appointment of the Auctioneers by them and of the liberty to bid at Auctions conducted by the Auctioneers agrees that they shall regard such Arbitrator's decision as final and bear the reasonable expenses of such Arbitration as such Arbitrator may adjudicate them to be borne.

17. DATA PROTECTION POLICY

Customer data is held in accordance with McCartneys LLP data protection policy.

18. RIGHTS

McCartneys LLP reserves the right to amend these Conditions of Sale at any time.