

## Cataloguing - Catalogue Details

Pedigrees and performances are supplied for the catalogue by Weatherbys Limited as a service to Tattersalls Limited who are acting in their capacity as agent for the Vendor. The Vendor (or his authorised agent) by agreeing to our terms and conditions accepts that all catalogue details are subject to the approval of the Vendor, who is solely responsible for the accuracy of all information concerning his horse. A proof of the catalogue details is available for the Vendor to download from their Tattersalls Online Account once compiled and later a copy of the catalogue will be sent to the person making this entry. That person is responsible for informing Tattersalls Limited in writing, as soon as possible and in any event prior to the proof deadline stated in the Sales Information Notice, of any errors or omissions. Neither Weatherbys Limited nor Tattersalls Limited accept liability for any loss resulting from any errors or omissions contained in the catalogue details.

NB The vendor is responsible for the accuracy of all information concerning the pedigree, description and health of a Lot.

## **Vendor's Declaration**

## I confirm that:

- I have read and accept the Tattersalls Conditions of Sale and the terms of entry
  on the online entry form including the terms set out in the Sales Information
  Notice (available to download from the Tattersalls website) and understand and
  agree that this application constitutes an offer to enter a horse for sale at
  Tattersalls and will only become effective and binding on the parties if accepted
  in writing by Tattersalls.
- 2. I am the owner and/or the expressly authorised agent of the owner(s).
- 3. I have read the above section entitled Cataloguing–Catalogue Details and accept that the Vendor(s) is/are solely responsible for the accuracy for all information concerning the Lot.
- 4. The information given on the online entry form is complete and correct.
- 5. I agree to accept self-billing and will not issue tax invoices for the transaction (U.K. VAT registered vendors only).
- 6. Where instructed that the Lot is to be sold Non-VAT or Part-VAT I declare that the owner(s) is/are not registered or required to be registered for VAT.
- 7. Where a claim has been made to receive the Flat Rate Farmers Addition (Ireland) I confirm that this is true and correct.
- 8. Where the Lot remains on Tattersalls' premises 7 days after Tattersalls have given notice requiring its collection I irrevocably authorise Tattersalls:

- (a) to sell the Lot in such manner as they may in their absolute discretion think fit (and on terms that Tattersalls shall not be held responsible for any claim for damages arising out of such sale), and (b) to deduct from any sales proceeds all costs attendant upon such sale and all sums as may be due and owing to Tattersalls.
- 9. Save as provided in Condition of Sale 9.7 I shall not assign any rights or obligations under this agreement with Tattersalls.
- 10. Tattersalls may in its absolute discretion decide upon the placement of the Lot in the Sale and that any request made by the Vendor in relation thereto, whether made before, at or after the date hereof, shall in no circumstances be binding on Tattersalls.
- 11. Commission and fees are payable to Tattersalls as provided for in Condition of Sale 3 and in particular, I understand that commission is payable whether the Lot is sold or bought in by auction at Tattersalls Sales or whether sold otherwise than by auction at Tattersalls Sales after the FOC Withdrawal Date (as stated in Tattersalls Sales Information Notice issued to Vendors for the Sale) or, if later, after the date of acceptance by Tattersalls of an entry of a Lot for the Sale and 28 days after the last day of that Sale.
- 12. I agree that Tattersalls will deduct the sum of £3 from the sales proceeds for any sold Lot. This sum is payable to support the charitable work of the Retraining of Racehorses Charity (registered Charity No: 1084787).
- 13. I agree that that where Tattersalls pays a Sales Levy on behalf of the vendor to the Thoroughbred Breeders' Association ("TBA") in respect of the sale of this Lot it may also notify the TBA of the name and address of the Vendor.
- 14. I confirm that in compliance with the BHA's Rules of Racing, the Lot has not been administered with any bisphosphonate before the age of four years (as of 1st January of the Lot's year of birth).