

# Notices to Purchasers

## Guidance for Purchasers

These pages, entitled "Guidance for Purchasers", are produced for the benefit of all prospective Purchasers who are advised to read them carefully and in full prior to Purchase.

### 1. Conditions of Sale

Before bidding, all prospective Purchasers should read carefully the Conditions of Sale printed immediately before this section.

### 2. Guide to Cataloguing

Before bidding, all prospective Purchasers should read carefully this section printed immediately before the Conditions of Sale. Purchasers, wishing to enquire about any catalogue details, should do so at the Bloodstock section in the Main Sales Office.

### 3. Rostrum Announcements (Condition of Sale 14)

All Lots are sold subject to any announcements that may be made from time to time from the Auctioneer's Rostrum and therefore it is the responsibility of all bidders to be in attendance at the commencement of the sale of a Lot to hear any such announcements.

### 4. Sale Ring Information Displays

Information appearing on notice and electronic boards in the Sale Ring or the Main Sales Office or anywhere else on Tattersalls premises is for guidance purposes only and no liability shall attach to Tattersalls or the Vendor for any error in or omission from the information so provided.

Examples of such information are as follows:

<b>Boxwalker</b>	<b>Rig</b>	<b>Weaver</b>	<b>Not in Foal</b>
<b>Vet Certificate</b>	<b>Gelding</b>	<b>In Training</b>	<b>Out of Training</b>
<b>Whistler -</b>	if heard to make a noise		
<b>Crib Biter -</b>	for Crib Biter, Cribber or Windsucker		
<b>LSD Change -</b>	if the Last Service Date is different from that stated in the catalogue.		
<b>Wind Op W/R -</b>	if operated upon for the correction of whistling and/or roaring.		
<b>Wind Op Other* -</b>	if operated upon for other wind related purposes including (but not limited to) treating displacement of the soft palate and Resecting Aryepiglottic Folds.		

#### **Positive piroplasmiasis**

(\*Please note that these are not returnable conditions under the Conditions of Sale).

### 5. Inspection of Documentation

Purchasers can check the EIA, EVA and CEM status of Lots by means of the touchscreens in the Main Sales Office and the Lot documentation section of Tattersalls website. They can also use these screens to view whether a Fillies' Examination Certificate has been lodged. All such information is displayed without attaching responsibility to Tattersalls or the Veterinary Surgeons concerned.

Prospective Purchasers of in-foal mares should apply at the Bloodstock section in the Main Sales Office to check passports for details of EHV-1 vaccinations (Rhinopneumonitis).

The following documentation is available for inspection at the Bloodstock section in the Main Sales Office.

- Passport
- Covering Certificate (if not lodged electronically with Weatherbys)
- Vaccination records

Where in any case a health certificate has not been lodged with Tattersalls an announcement will be made from the Rostrum, however, prospective Purchasers should also make their own enquiries of the Vendor (please note also paragraph 8).

## 6. Export Certificates

Following the implementation of Anti-Doping Rules by the British Horseracing Authority (BHA), there are new requirements for horses that have been imported into Great Britain for training and racing. A horse's export certificate has to be lodged with the General Stud Book (GSB) of Great Britain and Ireland within 90 days of its arrival in Great Britain. A list of Lots that do not have their export certificates lodged with the GSB pre-Sale will be displayed on the Notice Board in the Main Sales Office. All enquiries should be made to the Bloodstock Section at the Main Sales Desk.

## 7. Repository

Tattersalls offers a voluntary repository in which vendors may place pre-sale x-rays, video endoscopies and other stipulated information. For further details please see the repository guidelines and repository rules which are published on the Tattersalls website.

## 8. Pre-Sale Inspection of Lots

Prospective Purchasers are advised to thoroughly inspect Lots and obtain veterinary advice prior to purchase. Purchasers must ensure that Vendor approval is obtained before a veterinary inspection is made.

Veterinary Surgeons will generally issue a 'Pre-bid Inspection Report' when performing such inspections. Purchasers should note that such pre-bid inspection of horses at auctions is necessarily and significantly limited. It is not equivalent to that of a standard equine purchase examination and therefore cannot afford the same degree of risk-protection to prospective Purchasers. Abnormalities that might have been discovered by a fuller examination may be undetected or underestimated because of the limited scope of the examination.

No-one may remove a sample of hair, blood or other testable material from any Lot while on Tattersalls premises (as defined in the Conditions of Sale) without written permission from the Vendor. If this permission is granted, Tattersalls must be notified in advance of such a sample being taken.

## 9. Conditions of Sale 14-18

Prospective Purchasers are particularly requested to read carefully the provisions of Conditions 14 -18 of Tattersalls Conditions of Sale.

## 10. Description and Health / Returnable Lots (Conditions of Sale 10, 11 and 12)

Attention is drawn to Condition of Sale 10 entitled "Description and Health". Under Condition of Sale 12, no Lot is returnable other than in accordance with Conditions of Sale 10, 11 and 12. Prospective Purchasers should specifically note that there is no term implied in any sale that a Lot is of satisfactory quality or is fit for training or any particular purpose.

## 11. Wind Returns - Horses in Training or Point-to-Pointers

Purchasers are reminded that where Horses in Training or Point-to-Pointers are referred to the Wind Panel, they will be normally tested by way of ridden exercise on the Newmarket Heath (see Conditions of Sale 10, 11 and 12). For all Lots returned to Tattersalls under Condition of Sale 10.8 (a), a fee of £650 plus VAT will be charged to the losing party. This fee is to cover in part the expenses incurred in the testing of the Lot. Therefore, where a Lot so referred is adjudged to be non-returnable to the Vendor, the fee will be added to the Purchaser's account.

## 12. Anabolic Steroid, Bisphosphonate and Clenbuterol Testing, Permanent Import Testing, Non-steroidal Anti-inflammatory Drug Testing and Corticosteroid Testing (Conditions of Sale 23, 24 and 25)

Please note that instructions can only be given on the official Purchase Confirmation Form signed by the Purchaser in the Sale Ring to confirm his purchase. Purchasers can request that a sample be tested for Anabolic Steroids, Bisphosphonates, Clenbuterol, Non-steroidal Anti-inflammatories and Corticosteroids

and Clenbuterol as referred to in Conditions of Sale 23 and 25, at a cost of £520 plus VAT. Purchasers can request a sample be taken for Permanent Import testing as per Condition of Sale 24, at a cost of £520 plus VAT. The Permanent Import Test does include testing for Anabolic Steroids, Bisphosphonates, Non-steroidal Anti-inflammatories, Corticosteroids and Clenbuterol therefore Purchasers should consider whether it is appropriate to request for both of these tests to be undertaken. All drug test fees will be included on the Purchaser's invoice.

### **13. Piroplasmosis (Condition of Sale 26)**

Please note that instructions can only be given on the official Purchase Confirmation form signed by the Purchaser in the Sale Ring to confirm his purchase. Purchasers are required to pay a charge of £200 plus VAT, which will be included on the invoice.

### **14. Insurance (Conditions of Sale 6.2 and 8).**

Purchasers are reminded that from Fall of Hammer, or time of private purchase, horses are at their risk. Immediate insurance cover against mortality and theft is available subject to acceptance, and we strongly recommend that this is effected.

### **15. Keep and Removal of Horses After Sale**

Purchasers must make arrangements for the keep and attendance of their Lots from Fall of Hammer. Subject to the Conditions of Sale in general and Condition 5 in particular Purchasers (and Vendors of unsold Lots) are requested to comply with any arrangements regarding removal of Lots from Park Paddocks which may appear in the catalogue. Where Lots are not removed in accordance with those arrangements Tattersalls will charge the purchaser £300.00 per Lot plus VAT in respect of transportation and keep.

### **16. Release of Horses**

Before any Lot may leave Park Paddocks or an Outside Standing, a Pass Out must be obtained from Accounts in the Main Sales Office. The green copy of the Pass Out must be handed in to our staff at the Control Office in Park Paddocks and/or Outside Standing as the Lot leaves. Additionally Lots must have affixed the official Tattersalls numbered hip label. If the label is missing, Purchasers should immediately advise the Bloodstock section in the Main Sales Office (or the Control Office if the Main Sales Office is closed) who will arrange the issue of a duplicate label.

### **17. Identification of Horses**

Purchasers are advised to check the description of their Lot in the passport (or a copy thereof) as soon as possible after purchase. Tattersalls will be checking the identity of Lots entered for our sales, including those at outside standings, against official Identification Documents. This will take place in the days prior to the sale. This arrangement does not alter Vendors' and Purchasers' responsibilities under the Conditions of Sale and Tattersalls shall incur no liability or responsibility for any loss howsoever arising for any error or omission in respect of this identity check.

### **18. Documents**

Documents will only be released either on the receipt of a written application or as a result of a personal application. Where documents are sent by post they are at the risk of the Purchaser.

### **19. Broodmares**

#### **19.1 Rhinopneumonitis (EHV-1)**

The following notice is included at the request of the Thoroughbred Breeders' Association (TBA): Mares in late pregnancy which have come from a sale constitute a possible risk to the stud where the mare is sent, since from the fifth month of pregnancy onwards there is a possibility that abortion due to Rhinopneumonitis may occur. Attention is drawn to the recommendations from the TBA that mares from stud farms where Rhinopneumonitis/Virus Abortion has occurred during the previous season should be foaled in isolation. Details of vaccinations against Rhinopneumonitis can be found in the mare's passport and may viewed at the Bloodstock section in the Main Sales Office. Where a mare arrives at Park Paddocks but has not been vaccinated against Rhinopneumonitis she will be placed in isolation and sold in absentia.

## **19.2 Isolation of Broodmares**

In accordance with TBA recommendations, all mares returning from the sales should be isolated from in-foal mares.

## **20. Value Added Tax ('VAT')**

### **20.1 Lots for Export outside Great Britain and Northern Ireland**

Where Lots are purchased for immediate export outside Great Britain and Northern Ireland the purchase may be zero-rated for VAT purposes provided that Tattersalls are supplied with a satisfactory proof of export from Great Britain and Northern Ireland by the Purchaser or his shipping agent. Similar arrangements are available in certain circumstances and subject to agreement on a Lot by Lot basis with HM Revenue & Customs where the Lot is not exported immediately. If there is likely to be any delay whatsoever in the exporting of a lot, the Purchaser is recommended to contact the Tattersalls Accounts department.

The Purchaser will be liable for import VAT in the country of arrival at the prevailing rate, however, if the Purchaser is VAT registered they may be able to use Postponed VAT Accounting to account for the VAT on their VAT return.

### **20.2 Lots to be exported to Northern Ireland**

Where Lots are purchased for export to Northern Ireland VAT will be charged as indicated in the catalogue or announced from the Auctioneer's Rostrum. If the Purchaser is VAT registered they may be able to reclaim the VAT as input VAT, subject to the normal rules.

When a VAT registered business moves goods from Great Britain into Northern Ireland, import VAT will be due and the business will need to account for VAT on the movement.

### **20.3 Lots remaining in Great Britain**

VAT will be charged as indicated in the catalogue or announced from the Auctioneer's Rostrum. The VAT Registration Scheme for Racehorse Owners in the UK allows owners to reclaim VAT on purchases where the horse remains in the UK. The Scheme also allows owners to reclaim VAT on training fees etc., where the horse is trained in the UK. Racehorse owners are urged to take full advantage of this scheme.

Breeders who are VAT registered can potentially recover VAT on all racing expenses. Anyone having any query on VAT is invited to contact a Tattersalls Accounts representative.

## **21. Payment for Purchases (Condition of Sale 5)**

All Lots are sold for payment by cash, credit/debit card, or acceptable bankers draft (Condition 5.1).

Please note Tattersalls are no longer able to accept € 500 notes.

Ring prices are quoted in guineas. A guinea represents Sterling £1:05.

All invoices raised are in Sterling and all payments for purchases are due in Sterling. Prospective Purchasers may deposit funds with Tattersalls prior to a sale. If a Purchaser wishes to pay by any other method, arrangements must be agreed before bidding. Please complete a New Buyer Form and send this to Accounts at least 7 days before the sale. Please ask your bankers to forward a reference direct to Accounts as your application cannot be considered until this is received.

**Please note all customers should contact the Tattersalls Accounts department prior to bidding in order to agree payment procedures.**

Tattersalls' bankers are:  
Lloyds Bank PLC,  
Piccadilly Branch,  
39 Piccadilly, London W1V 0AA  
Sort Code: 30 00 08: Tattersalls Account No. 00575080;  
IBAN number GB 64 LOYD 3000 0800 575080  
BIC LOYDGB 21012                      SWIFT CODE LOYDGB 2L

Overseas Purchasers funding their purchases from non-sterling sources may wish to consider covering forward their Sterling liabilities.

## **22. Purchasers Authorisation**

This scheme is available for Purchasers who wish to appoint an agent to act for them or use Tattersalls Telephone Bidding facilities. Forms can be obtained by personal application only to Accounts. The scheme is subject to:

1. The Authorisation together with a payment reference, both completed and signed by the Principal, being lodged with Tattersalls by way of application at least 7 days before the sale.
2. No Authorisation is effective unless it has been approved in writing by Tattersalls who reserve the right to withhold acceptance without giving any reason. An agent may not bid and you may not submit telephone bids under this Authorisation until such written acceptance has been received.
3. Agents must notify Accounts of any purchases under an Authorisation immediately following purchase.

## **23. Private Sales**

### **23.1 Contract**

When Lots fail to sell in the ring, Private Sales may be registered with Tattersalls and will invoke the Conditions of Sale (save those highlighted on the Private Sale Agreement Form) unless otherwise agreed. Vendors and Purchasers wishing to register Private Sales with Tattersalls should contact the Accounts department. No statement, certificate, forecast or expression of opinion made by Tattersalls in respect of any Lot is or is deemed to be in any circumstances a representation, undertaking or warranty by Tattersalls and Tattersalls shall in no circumstances become liable to any person in respect thereof.

### **23.2 Auction Races**

Under the Orders of the British Horseracing Authority, Lots sold or bought-in at public auction under the hammer qualify for these races but Lots which do not reach their reserve do not qualify.

## **24. Integrity of Bloodstock Sales - Bloodstock Industry Code of Practice**

Tattersalls regards the integrity of its Sales as a matter of the utmost importance and has a zero tolerance policy regarding any breach of the Bloodstock Industry Code of Practice ("the Code"). In that regard and pursuant to Condition of Sale 2.8 all Sales participants (whether vendors, purchasers, agents or otherwise) are bound to comply with the Code. A copy of the Code is printed in this Sales catalogue and available for inspection on Tattersalls' website. All Sales participants are strongly advised to read the Code and to note the serious consequences for any failure to abide by the Code.

## **25. Overseas Owners' Premiums**

A list of Lots in this catalogue which are qualifiable for Overseas Owners' Premiums can be viewed on request to a Tattersalls representative. In all instances, any queries regarding Owners' Premiums should be directed to the Vendor of the Lot and to the appropriate Stud Book Authority to ensure that the Lot meets the criteria required to retain the Premiums.

## **26. Registrations for Live Internet Bidding**

Live Internet Bidding provides a way to submit live bids to the auctioneer via a bidding screen without the need to be on site. Prospective purchasers must register with Tattersalls at least 48 hours prior to the start of sale by selecting the following link <https://www.tattersalls.com/livebidding>. This application will then require authorisation from Tattersalls' Accounts Department prior to activation. All registrations and bids are subject to Tattersalls Live Internet Bidding Terms available to view on the Tattersalls website. Please note that you may only use the Live Internet Bidding facility if you are making a bid for purposes which relate to your trade, business, craft or profession. It is not available for use by consumers.