

# Tattersalls Cheltenham

## 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. Rostrum Announcements (Condition of Sale 14)

All Lots are sold subject to any announcements that may be made from time to time from the Auctioneers' 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.

#### 3. Sale Ring Information Displays

Information appearing on notice and electronic boards in the Sale Ring or the 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>

**Whistler** - if heard to make a noise.

**Crib Biter** - for Crib Biter, Cribber or Windsucker.

**LSD Change** - if the Last Service Date is different from that stated in the catalogue.

**Wind Op W/R** - if operated upon for the correction of whistling and/or roaring.

**Wind Op Other\*** - if operated upon for other wind related purposes including (but not limited to) to treating the displacement of the soft palate and resecting Aryepiglottic Folds.

#### **Postive Piroplasmosis**

(\*Please note that this is not a returnable condition under the Conditions of Sale).

#### 4. Inspection of Documentation

Purchasers can check the EIA status of Lots by means of the Sales Office and the Lot documentation section of Tattersalls website. All such information is displayed without attaching responsibility to Tattersalls or the Veterinary Surgeons concerned.

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

- Passport
- 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 9).

#### 5. 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 Sales Office. All enquiries should be made to the Bloodstock Section at the Sales Desk.

#### **6. Pre-Sale Inspection of Lots**

Prospective Purchasers are advised to thoroughly inspect Lots. Purchasers must ensure that the Vendor's approval is obtained before a veterinary inspection is made. 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.

#### **7. Veterinary Procedure (Condition of Sale 9)**

Unless otherwise stated in the catalogue or announced at the time of sale, all Lots will be sold as they stand with a pre-sale veterinary certificate, which will be available to view on the Tattersalls Cheltenham website ahead of the sale.

#### **8. Conditions of Sale 14 -18**

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

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

Attention is drawn to the 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.

#### **10. Drugs - Non-Steroidal Anti-Inflammatories; Corticosteroids; Clenbuterol (Condition of Sale 22)**

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 Non-Steroidal Anti-Inflammatories; Corticosteroids; Clenbuterol as referred to in Conditions of Sale 22, at a cost of £850 plus VAT. All drug test fees will be included on the Purchaser's invoice.

#### **11. Piroplasmiasis (Condition of Sale 23)**

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 a sample be tested for Piroplasmiasis at a charge of £165 plus VAT, which will be included on the Purchaser's invoice.

#### **12. Insurance (Condition of Sale 71)**

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.

#### **13. 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 4 in particular Purchasers (and Vendors of unsold lots) are requested to comply with any arrangements regarding removal of Lots from Cheltenham Racecourse stables which may appear in the catalogue. Where Lots are not removed in accordance with those arrangements Tattersalls will charge the purchaser £500 per Lot plus VAT in respect of transportation and keep.

#### **14. Release of Horses**

Before any Lot may leave Cheltenham Racecourse Stables or an Outside Standing, a Pass Out must be obtained from Accounts in the Sales Office. The green copy of the Pass Out must be handed in to our staff at the Control Office in Cheltenham Racecourse Stables 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 Sales Office (or the Control Office if the Sales Office is closed) who will arrange the issue of a duplicate label.

## 15. 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 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.

## 16. 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.

## 17. Value Added Tax ('VAT')

### 17.1. 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.

### 17.2. 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.

### 17.2. 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.

## 18. Payment for Purchases (Condition of Sale 4)

All Lots are sold for payment by cash, credit/debit card, or acceptable bankers draft (Condition 4.1). Please note Tattersalls are no longer able to accept € 500 notes. Ring prices are quoted in £ sterling.

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 (see, page 39) 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.

### **19. Purchasers Authorisation**

This scheme is available for Purchasers who wish to appoint an agent to act for them. 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 under this Authorisation until such written acceptance has been received.
3. Agents must notify Accounts in the Main Sales Office of any purchases under and Authorisation immediately following purchase.

### **20. Private Sales**

#### **20.1. 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 go to Accounts. 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.

#### **20.2. Auction Races**

Lots sold or bought-in at public auction under the hammer qualify for Auction Races but Lots which do not reach their reserve do not qualify. The sale of a Lot privately does not qualify the Lot for Auction Races.

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

Tattersalls regards the integrity of its 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 2.9 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' Cheltenham 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.

## **22. 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.

## **23. Vetting Fees**

Where a Lot is sold subject to a Pre-Sale Veterinary Examination, the Vendor is liable to pay the vetting fee of £250 plus VAT for the pre-sale examination of the Lot. If the Lot is subsequently sold by auction at TATTERSALLS Sale the Vendor's account will be credited with the vetting fee and the Purchaser shall be liable to pay this fee which shall be added to his account and paid at the same time as the purchase price for the Lot.

## **24. Not in G.S.B**

Where a Lot is described as "Not in G.S.B." It is a non thoroughbred and is registered in the Non Thoroughbred Racing Register but not in the General Stud Book. A Lot registered in the Non Thoroughbred Racing Register is eligible to race under Rules in Great Britain and Ireland, but other racing jurisdictions may preclude non thoroughbreds from participation. Prospective purchasers are advised to make enquiries with the relevant racing jurisdictions before bidding on any Lots.

## **25. 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.