

Conditions of Sale

Sales are held subject to the following conditions. Which said conditions form the basis of the Contract between the Purchaser and Vendor.

Any dispute arising out of a sale of any Lot in accordance with these conditions of sale shall be in dispute between Vendor and Purchaser and in no circumstances shall Irish Draught Horse Breeders Association be liable to either party in connection with such dispute.

Purchasers are advised and requested to inspect each lot prior to purchase. Each lot is sold under the Conditions of Sale, unless otherwise specified by the auctioneer on the day of the sale. There is no term implied that any lot is of merchantable quality or is fit for training or any particular purpose. Purchasers must ensure that the Vendor's approval is obtained before a Veterinary Inspection is made. All Lots are sold subject to the Conditions of Sale of Irish Draught Horse Breeders Association and are subject to any announcement that may be made from the Auctioneers Rostrum and therefore it is the responsibility of all bidders to be in attendance at the commencement of the sale of the Lot to hear any such announcements.

The vendor is responsible for the accuracy of all information concerning the Pedigree, description and health of a Lot. Irish Draught Horse Breeders Association shall be in no way held responsible for the Description of any Lot.

Irish Draught Horse Breeders Association shall not accept responsibility for loss or damage suffered or incurred by any person while attending their sales through death, disease, accident or any other cause whatsoever and whether to himself, his animals, his property or other property.

Irish Draught Horse Breeders Association reserve the right to prohibit the entry to their premises of any animal which is suspected to be suffering from a contagious disease.

A Lot entered in the Catalogue and advertised for sale by Irish Draught Horse Breeders Association shall not be sold by the owner before the Auction of that Lot.

A purchaser shall furnish his name and address to the Sales organisers immediately after the Lot is knocked down, and shall immediately pay the purchase price. Should the purchase price not be paid then the sale organisers may, at their discretion, put up the Lot for Auction and re-sell it.

A Lot shall be at the Vendor's risk while on the property of Irish Draught Horse Breeders Association and Ballybrack Equestrian Centre provided however that where such a Lot has been sold it shall be at the Purchasers risk from the fall of the hammer, or from the time of sale if sold privately.

A Lot purchased shall be removed from the sales premises not later than the evening of the sale of the day of purchase. If the purchase price has not been paid at the time of the sale then the Lot shall not be delivered to the Purchaser until paid for. If the Lot purchased and not paid for as hereinbefore provided, then the following provisions shall take effect until payment is received.

- Title to the Lot shall not pass to the Purchaser but shall remain vested in the vendor.
- 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 Private Treaty.

Any person engaged to bring and take away a Lot shall do so at the cost and risk in all respect of the owner of such Lot.

All private transactions on day of sale must be transacted through the office. Anyone found not adhering to these conditions will be debarred from participating in all our future sales.

Irish Draught Horse Breeders Association shall not be liable for any statement made in this catalogue or from the Rostrum, concerning a Lot listed 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 the accuracy. **The Vendor is obliged to disclose all past history of the animal in relation to unsoundness, ailments, vices etc.**

Any lot which is a crib-biter or windsucker, has been unnerved, is an established weaver, established box-walker, or has been tubed or otherwise operated on for unsoundness in wind or has shown any evidence of sweet itch or any vice whatsoever must be declared as such by the Vendor.

If the Purchaser of any Lot sold with the Pedigree or description contends that it does not correspond with such Pedigree or Description or if he contends that such Lot is effected with a vice as described then he must notify the Auctioneer within 7 days from the last day of the sale at which the lot was purchased specifying the nature of the complaint that the Purchaser makes in respect of the Lot purchased. Failure to so notify the Auctioneers shall defeat any right or remedy the Purchaser may otherwise have pursuant to these conditions or otherwise. The Auctioneer shall then nominate a Veterinary Surgeon or other expert to investigate the Purchasers contention and the decision of such Veterinary Surgeon or expert shall be binding on the vendor and Purchaser. In the event that a Lot is returnable by reason of the matters arising herein, the Vendor shall pay to the auctioneer all costs, the amount of any payment under this Condition payable shall be fixed by the Auctioneers whose decision shall be final and binding on all parties. Subject to the foregoing Conditions, the sale organisers act as the Agent of both the vendor and the Purchaser and to this end they shall use their best endeavors to act to the mutual benefit of both the Vendor and Purchaser. In the event that any dispute arises for whatever reason between the Purchaser and the Vendor, then Irish Draught Horse Breeders Association, the Vendor and Purchaser shall be bound by these Conditions of Sale. Irish Draught Horse Breeders Association shall not be liable to the Purchaser or to the Vendor in any manner howsoever arising from the sale of any Lot and, in the event of any dispute arising in relation to any Lot, the Vendor's remedy shall be against the Purchaser and the Purchaser's remedy shall be against the Vendor. In the event that a Vendor or Purchaser initiates legal proceedings, Irish Draught Horse Breeders Association shall be bound by these Conditions of Sale and by any Order of Court in relation to the matter. The Vendor or Purchaser as the case may be shall indemnify Irish Draught Horse Breeders Association in respect of any costs incurred resulting from any proceedings arising out of a sale.

Money shall not be paid to the Vendor of any Lot unless the Lot is cleared by the Purchaser. **Payment to the Vendor or his authorised agent will be made 30 days after the day of the sale in respect of those animals where payment has been received.**

Commission is payable to Irish Draught Horse Breeders Association at a rate of **5% of the purchase price** and shall be paid by the Purchaser. Payment must be made in cash, by cheque (with guarantee card) or by banker's draft.