

Conditions of Sale

Updated February 2016

This sale is held subject to the Conditions of Sale set out below which have been specifically adapted for the Aintree Sale. For the avoidance of doubt, the Conditions of Sale in each Sales catalogue take precedence over any previously published in all circumstances.

All potential Vendors and Purchasers are advised to read carefully these Conditions and Goffs UK draw your attention to their Guide for Buyers booklet which is available upon request, the Vendors Sale Requirements (Appendix 1) as well as the ICSC Criteria for Pedigree Compilation (Appendix 2) and Bloodstock Industry Code of Practice (Appendix 3) printed in the catalogue.

1 Definitions

- 1.1 **Affiliate** means any person that controls Goffs UK, is controlled by Goffs UK or is under common control with Goffs UK.
- 1.2 **Associated Company** means Robert J Goff & Co Plc, a subsidiary of Robert J Goff & Co Plc or a holding company of Robert J Goff & Co Plc or any other subsidiary of that holding company or an Affiliate, but specifically, without limitation of the foregoing, Goffs UK Limited and Goffs Bloodstock Sales Limited.
- 1.3 **Catalogue** means the catalogue in which these terms and conditions are contained. The word Catalogue also includes any supplement to it issued by Goffs UK from time to time.
- 1.4 **Control** means, in relation to any person, the beneficial ownership of any of the issued share capital of, or the legal power to direct or cause the direction of the general management of the person in question or its holding company or parent company.
- 1.5 **Debtor** means any Vendor, Purchaser or New Purchaser (as appropriate) with any liability to Goffs UK.
- 1.6 **Goffs UK** means Goffs UK Limited.
- 1.7 **Goffs UK Hawick Office** means the Auction Mart Offices in Hawick, Roxburghshire.
- 1.8 **Lot** means the horse which is to be sold and which has a Lot number in the Catalogue.
- 1.9 **New Purchaser** is the person to whom the Lot has been transferred after the Sale in accordance with 7.2 below.
- 1.10 **Owner** means the person, partnership, syndicate or corporation named on the Entry Form as the owner of the Lot.
- 1.11 **Prohibited Substances** means Anabolic Steroid and/or NSAIDs.
 - (a) **Anabolic Steroid** means an anabolic androgenic steroid in the numbered paragraph 1.2(a) of schedule 1 of the Manual, or a metabolite, an isomer, an isomer of the metabolite or a pro-drug of the substance.

- (b) **Manual** means the BHA's Equine Anti-Doping Manual (G) as published and in force in the Rules of Racing at the date of the Sale.
 - (c) **NSAIDs** means Non-Steroidal Anti-Inflammatory Drugs.
 - (d) **Specific Concentration** means the minimum concentration relevant to the sex of the Lot set out in numbered paragraph 2 of schedule 1 of the manual where applicable, and where no minimum concentration for the substance relevant to the sex of the Lot is specific in the manual, in any amount.
- 1.12 **Purchaser** is the person who places the highest bid which is accepted by the Auctioneer before the fall of the hammer or who purchases the Lot privately following the sale.
 - 1.13 **Purchase Price** (as regards the Purchaser) is the price in pounds at which the Lot was knocked down by Goffs UK in the ring or the price at which it is sold privately plus V.A.T. and commission.
 - 1.14 **Sale** means the sale by auction conducted by Goffs UK.
 - 1.15 **Sale Price** (as regards the Vendor) means the price in pounds sterling at which the Lot was knocked down by Goffs UK or the price at which it is sold privately, subject to deductions for commission, entry fee and any other charges which may apply.
 - 1.16 **Sales Office** means the Goffs UK Office at Aintree Racecourse.
 - 1.17 **The Panel** means one or more Veterinary Surgeons appointed by Goffs UK.
 - 1.18 **Vendor** means the person, partnership or corporation named on the Entry Form as the owner of the Lot, provided however where an Owner is not named in the Entry Form the person who entered the horse for sale on behalf of the owner shall be deemed to be the Vendor. The Vendor if not the Owner shall be deemed at all times and for all purposes to be the servant or agent of the Owner.
 - 1.19 In these Conditions:
 - 1.19.1 The singular includes the plural and vice versa;
 - 1.19.2 References to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality); and
 - 1.19.3 "subsidiary" and "holding company" have the meanings given to them by sections 1159 of the Companies Act 2006.

2 THE SALE

2.1 COMMISSION AND FEES

- 2.1.1 An entry fee is payable to Goffs UK by the Vendor for each Lot entered and catalogued. The fee is non-refundable upon publication of the catalogue and will be

subject to a 5% levy to fund the BHA/TBA Inward Buyers Initiative.

2.1.2 The Vendor will pay commission to Goffs UK equal to 1.5% of the Sale Price of each Lot, (subject to a minimum of £100).

2.1.3 The Purchaser will pay commission to Goffs UK equal to 6% of the purchase price.

2.1.4 Goffs UK reserve the right to charge full commission of 7.5% from the Vendor in respect of any cancelled sale.

2.1.5 Goffs UK reserve the right to charge full commission of 7.5% from the Vendor in respect of any Lot sold between the date of publication of the Catalogue and seven calendar days following the last day of the sale.

2.1.6 When a Lot is bought in 100% by the Vendor 7.5% of the price of that Lot is payable by the Vendor unless Goffs UK are notified by the conclusion of the sales session in which the Lot was offered and the Lot is published as a "Vendor" sale, in which case 2.5% of the Price is payable by the Vendor to Goffs UK (subject to a minimum commission of £100).

2.1.7 When a Lot is unsold, the Vendor will pay Goffs UK 2.5% of the reserve price if the reserve exceeds £15,000.

2.1.8 A withdrawal fee of £300 (£750 for the Breeze-Up, Premier Yearling, and Silver Yearling Sales) is payable by the Vendor to Goffs

UK for any lot which is catalogued and withdrawn prior to the sale unless notification of withdrawal is accompanied by a veterinary certificate to the satisfaction of Goffs UK.

2.1.9 All fees and commissions are subject to VAT at the appropriate rate.

2.2 BIDDING

2.2.1 The auction will be conducted in £ Sterling. Subject to the discretion of the auctioneer, no bid shall advance less than £100 up to £2,000; £200 up to £10,000; £500 up to £20,000; £1,000 up to £50,000; £2,000 up to £100,000; £5,000 up to £500,000; £10,000 thereafter.

2.2.2 Should any dispute arise between two or more bidders, or between Goffs UK and any bidder, Goffs UK decision shall be binding on all parties. At Goffs UK's discretion the Lot in dispute may be put up again for auction and resold, subject to the reserve price in accordance with 3.1 below.

3 VENDORS

3.1 Vendors of Lots are subject to entry fees and commission as outlined in 2.1 All Lots are subject to a reserve price which shall either be the minimum selling price set by Goffs UK or any higher reserve price which Goffs UK must have received in writing

from the Owner, the Vendor or his agent prior to the Lot being offered for sale. Where no instruction is received in writing from the Owner, the Vendor or his agent, the Lot will be offered without reserve.

- 3.2 Each Vendor undertakes not to sell any Lot that has been entered in the Catalogue before the Sale.
- 3.3 Goffs UK will endeavour to have all Catalogue information correctly stated, but the Vendor is responsible for the accuracy of its content and the correction of any error or omission. Goffs UK shall not be liable for any statements made in the Catalogue or from the rostrum concerning a Lot. Catalogue descriptions, pedigrees or performances are prepared for them by Weatherbys Bloodstock Services as a service to Goffs UK who are acting in their capacity as agent for the Vendor, and the content or accuracy of any representation or statement are solely made by the Vendor in relation to any Lot. Neither Weatherbys Bloodstock Services nor Goffs UK accept any liability for any loss resulting from any errors or omissions contained in the catalogue detail.
- 3.4 The Vendor undertakes:
- (a) To lodge in the Sales Office for each Lot, the Passport, vaccinations, health certificates in accordance with Appendix 1 of these Conditions and any veterinary certificate referred to in Condition 4.1, whichever apply, prior to the Sale. Goffs UK will not offer any Lot for sale unless the Passport and any other relevant documentation have been lodged prior to the Sale in the Sales Office.
- (b) To ensure that all Lots are correctly micro-chipped in accordance with HRA regulations. The Vendor undertakes to bear the cost of micro-chipping if any Lot is found not to be correctly micro-chipped by the conclusion of the Sale.
- (c) All Lots from yearlings (after 1st July) must have up to date vaccinations in accordance with the Vendors' Sales Requirements (Appendix 1 of these Conditions). Where vaccinations are not up to date, a notice to that effect will be announced by the auctioneer, or the Lot must be withdrawn.
- 3.5 All import/export paperwork must be in order prior to the Sale or the Lot must be withdrawn. It will be the sole responsibility of the Vendor to ensure that any Lot's paperwork is in order and the Vendor will bear the cost of any outstanding paperwork whilst Goffs UK will not pay the sales proceeds to the Vendor until the appropriate documentation has been delivered to the Purchaser.
- 3.6 A Vendor or any one person on his behalf may bid for any Lot owned by such Vendor. Where however a Lot is stated to be "the Property of a Partnership" or "to Dissolve a

- Partnership” any partner, syndicate member, co- Owner or other person interested may bid on his own behalf either personally or through an agent.
- 3.7 In the case where any Lot has been knocked down to a bidder who has made no payment arrangements prior to bidding Goffs UK may impose one of the following measures in their absolute discretion:
- (a) The sale will be deemed to be cancelled and the Lot will immediately be reoffered on behalf of the Vendor.
 - (b) Goffs UK will not make payment to the Vendor until the Lot has been paid for in full.
- 3.8 Upon receipt of a single written application from the Vendor, Goffs UK will pay to the Vendor the Sale Price of each Lot sold on the 35th day following the last day of the Sale subject to 3.7 above, 3.9, 3.10, 3.11, 3.12 and 5.1.8 below. Goffs UK are not under any obligation to place the sale proceeds on deposit prior to the Vendors Application for Payment. Unless otherwise instructed by the Vendor, Goffs UK will issue payment to the Vendor by way of cheque posted by ordinary post to the address provided by the Vendor on the Application for Payment. Payment to the Vendor in this manner will be deemed to have been made at the time of posting of the cheque by Goffs UK and all payments are sent at the risk of the Vendor and Goffs UK will incur no liability to any party as a result of the non-delivery of the cheque to the Vendor.
- 3.9 In the case of any Lot where a dispute has arisen between the Vendor, the Owner, the Purchaser and/ or any third party making any claim in relation to the Lot, or where there are competing claims for payment, Goffs UK may refuse to make payment to the Vendor pending resolution of the dispute. In exercising this right, Goffs UK will incur no liability to any party, and no interest shall be payable by Goffs UK on any sale proceeds retained.
- 3.10 When the Owner of a Lot is a partnership or a syndicate and one or more member(s) of that partnership or syndicate is the Purchaser, Goffs UK reserve the right to withhold payment to the partner(s) selling until the Purchase Price has been received in full from the Purchaser.
- 3.11 The Vendor shall indemnify Goffs UK in respect of any loss, or liability suffered or costs disbursements or expenses incurred bona fide by Goffs UK by reason of bringing or defending any proceedings which arise directly or indirectly from any breach of these Conditions of Sale by the Vendor.
- 3.12 Goffs UK will deduct 0.75% from the sales proceeds of British Vendors as a Sales Levy on behalf of the Thoroughbred Breeders

Association, who will be notified of the Vendors name and address unless the Vendor notifies Goffs UK in writing within 28 days of the last day of the Sale that he is unwilling to contribute.

4. BASIS OF SALE

- 4.1 All Lots are sold as they stand (see 4.1(a) below) unless “Basis of Sale” on the catalogue page includes options 4.1(b) to 4.1(f) listed below. There is no term implied in any sale that any Lot is of merchantable quality or is fit for training or any particular purpose. Any term, condition or warranty that might be incorporated into or apply to these Conditions of Sale are excluded to the maximum extent permissible by applicable law. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. Additionally a Purchaser must make his own enquiries and exercise his own judgement as to the value of a Lot
- (a) **As it stands** (without a veterinary certificate). If a Lot is to be sold in this way, no veterinary certificate may be displayed prior to, or read out at, the Sale.
- (b) **Subject to re-examination** whether with or without a formal veterinary certificate signed by an independent veterinary surgeon (not the Owner, Trainer and/or Vendor). Where a veterinary certificate accompanies the Lot, it must be dated within 28 days of

the Sale, lodged in the Sales Office and read out by Goffs UK at the Sale. In no circumstances shall the contents of any veterinary certificate constitute a warranty condition or other contractual term, description or representation made by Goffs UK. In both cases, the re-examination procedure in 4.2 will be employed.

- (c) **Subject to re-examination of Wind Only.** The re-examination procedure in 4.2 will be employed. For the purpose of this Condition no other rights of re-examination will apply.
- (d) **With a Pre Sales Veterinary Certificate.** All Lots offered in this way will be examined prior to sale by the Panel and the fee for this examination will be paid by the Purchaser to Goffs UK. The Veterinary Certificate will be valid for the date and time of the examination only. No lot shall be permitted to leave the Goffs UK premises between the examination by the Panel and the time of sale. For the purpose of this Condition no other re-examination rights will apply.
- (e) **Subject to re-examination of Pregnancy Only.** All Broodmares which have been covered during the preceding season must be so described in the catalogue. The Vendor must lodge with Goffs UK the required certificates as confirmed in the Vendors Sale Requirements (Appendix I) prior to the Sale. Goffs UK will not offer any Lot for which the correct

certification has not been lodged prior to the Sale. The re-examination procedure in 4.2 will be employed. For the purpose of this Condition no other rights of re-examination will apply.

(f) **With a Breeding Certificate.**

Where a breeding certificate signed by an independent veterinary surgeon accompanies the Lot, it must be dated within 28 days of the Sale, lodged in the Sales Office and read out by Goffs UK at the Sale. In no circumstances shall the contents of any veterinary certificate constitute a warranty condition or other contractual term, description or representation made by Goffs UK. The re-examination procedure in 4.2 will be employed. A Lot may also be Sold Subject To Re-examination or Subject to re-examination of Wind only as per 4.1(b) and (c) above in addition to With a Breeding Certificate.

Immediately following Goffs UK being notified that an examination on behalf of a Purchaser is required, the Vendor must present the Lot to The Panel. In the event of the Vendor not making himself available, the Purchaser may elect to cancel the Sale or Goffs UK may commission an agent to present the Lot to the Panel, for which a charge of £20 will be deducted from the proceeds of sale. In the event of the Lot being taken for such examination by either the Purchaser, Goffs UK or their respective agents it nevertheless

remains at the sole risk of the Vendor until the completion of the re-examination, and the party taking the Lot shall not be responsible for the death, injury or any damage caused by the Lot or to the Lot while temporarily under its control.

4.1.2 All foals, and yearlings until 1st July will be sold as they stand (4.1a); all yearlings after 1st July and two year olds in the Breeze-Up Sales will be sold subject to re-examination of wind only(4.1c); all mares in foal will be sold subject to re-examination of pregnancy only (4.1e); two year olds and upwards (with the exception of broodmares) may be sold using any one of the options in 4.1a - 4.1d.

4.2 RE-EXAMINATION PROCEDURE

4.2.1 Where a re-examination by the Panel is permitted the following procedure will be followed:

4.2.2 The Purchaser will have the right to request the Lot he has purchased to be re-examined by a member of the Panel subject to 4.2.3 below.

4.2.3 The request for re-examination must be made by the Purchaser in the Sales Office within 60 minutes of the Sale of the Lot, the Sale time to be solely determined by Goffs UK. Failure to request a re-examination under this Condition will prevent the

- Purchaser seeking cancellation of the sale for any conditions in 4.3 below.
- 4.2.4 Goffs UK will pay the appropriate re-examination fee on behalf of the Purchaser as the Purchaser's agent and the Purchaser will reimburse Goffs UK when he pays the Purchase price in accordance with Condition 9.5.
- 4.2.5 The decision of the Panel shall be final and binding as between the Vendor and Purchaser.
- 4.2.6 Goffs UK in no way accept responsibility for the findings of the Panel carrying out the re-examination.
- 4.3 The sale may be cancelled at the discretion of the Purchaser if the Panel find the following conditions under each category:
- (a) Sold subject to re-examination (whether with or without a veterinary certificate) (4.1b) - The Lot fails a full clinical examination by the Panel. The examination will not include any radiological or other specialized techniques. It will not be concerned with the accuracy of any other statement concerning any particular Lot whether contained in the catalogue or in any veterinary certificate, save that it shall take into account any qualification contained in a veterinary certificate produced under the terms of 4.1 (b) above.
- (b) Sold subject to re-examination of wind only (4.1c) -
- (i) The Lot (unless it is a yearling after 1 July or a two year old in the Breeze-Up as in (ii) below) makes an abnormal inspiratory sound when actively exercised on the lunge.
- (ii) If a yearling (after 1 July) or two year old in the Breeze-Up should make an abnormal inspiratory sound as referred to in (i) above, the Panel shall then, and only then, examine the Lot by endoscope to determine if the Lot is
- (a) suffering from significant Laryngeal Hemiplegia (paralysis).
- (b) Rostral displacement of the palatopharyngeal arch; or
- (c) Epiglottic entrapment; or
- (d) Chondroma or severe arytenoid chondritis; or
- (e) Subepiglottic cyst(s); or
- (f) Cleft palate
- And is not so described, is returnable. It should be noted that there may be conditions other than those set in conditions 4.3 (ii) which may be revealed by endoscope but are not grounds for return to the vendor.
- (iii) Additionally the sale may be cancelled at the discretion of the purchaser if the Lot, in the opinion of the Panel, is incapable of (i) being lunged in both directions to the Panel's satisfaction or (ii) being scoped to the Panel's satisfaction. In

this case, the Vendor will bear the cost of the examination.

- (c) Sold subject to re-examination of pregnancy only (4.1e) - the mare is found to be not in foal.
- (d) Sold with a breeding certificate (4.1f) - The Lot is found by manual examination to be unfit for breeding purposes in the opinion of the Panel.

5. BLOOD SAMPLING FOR PROHIBITED SUBSTANCES

5.1 Anabolic Steroids

- 5.1.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to all Lots from yearlings (after 1st July) upwards, unless described without qualification as retired from racing prior to Sale.
- 5.1.2 A Lot shall be returnable by the Purchaser to the Vendor where a sample of blood taken from the said Lot in accordance with this Condition and analysed under the sole and absolute authority and instruction of the BHA contains an Anabolic Steroid in concentration equal to or greater than the Specified Concentration.
- 5.1.3 For each Lot being sold subject to Condition 4.1.(d) a blood sample will be taken prior to sale. This will be analysed for Anabolic Steroids provided that the Purchaser instructs Goffs UK to do so immediately after purchase of the Lot by signing to this effect

on the Acknowledgement of Purchase Form in accordance with Condition 9.5. The Purchaser shall be responsible to Goffs UK for the costs and expenses of taking and analysing the sample unless the sale is cancelled under this Condition, in which case Condition 5.1.8(d) will apply. Failure to request a blood analysis under this Condition will be an absolute bar to the Purchaser returning the Lot under this Condition.

- 5.1.4 Where a Purchaser instructs Goffs UK to analyse a blood sample the said Lot shall not be removed from the United Kingdom or Ireland and if they do so, the Purchaser shall be liable for the costs of returning the Lot back to the Vendor in the event of a Purchaser electing to return the Lot in accordance with a right to do so under this Condition.
- 5.1.5 At the instruction of Goffs UK, the Vendor shall deliver the Lot to the holding area designated by Goffs UK. When the Lot has been delivered to the holding area designated by Goffs UK, a member of the Panel will take an "A" sample and a "B" sample of blood from the said Lot in accordance with the BHA's requirements, as made known to Goffs UK from time to time.
- 5.1.6 The Vendor and Purchaser expressly acknowledge that a Lot is only returnable to the Vendor under this Condition if it is decided by Goffs UK that the

“A” sample taken from the Lot in accordance with this Condition and analysed under the sole and absolute authority and instruction of the BHA contains an Anabolic Steroid in the Specified Concentration. The Vendor and Purchaser acknowledge and accept that although an “A” and “B” sample will be taken from the Lot in accordance with Condition 5.1.5 Goffs UK shall only have regard to the analysis of the “A” sample for the purpose of making its decision. In particular the Vendor and the Purchaser expressly acknowledge and accept that Goffs UK shall not be obliged to consider nor shall it consider or have regard to any subsequent analysis of the “B” sample for the purpose of making its decision under this Condition and that any analysis of the “B” sample shall not be taken into account or considered when determining if a Lot is returnable to the Vendor under this Condition.

5.1.7 Goffs UK shall not be required to pay the Sale Price to the Vendor until it has made its decision under Condition 5.1.6 above and the period during which the Purchaser may cancel the sale in accordance with Condition 5.1.8(a) below has expired.

5.1.8(a) Where a Purchaser elects to return a Lot in accordance with this Condition Goffs UK shall notify both parties that the contract of sale is cancelled and the Lot will be at the Vendor’s risk from such

time that he is notified and the Vendor must arrange and pay for any transport, keep and any other costs incurred by the purchaser in connection with this lot, and providing such election is made in writing to Goffs UK by 5pm on the seventh calendar day after the Purchaser was notified by Goffs UK of the result.

- (b) Upon Goffs UK having acknowledged receipt of the Purchaser’s notice in accordance with Condition 5.1.8(a) hereof Goffs UK shall give notice to both Vendor and Purchaser that the contract of the sale in respect of the said Lot has been cancelled.
- (c) The Lot shall be at the Purchaser’s risk in all respects from the fall of the hammer until notice is given by Goffs UK in accordance with Condition 5.1.8(b) above. For the avoidance of a doubt, in any case where Goffs UK has been given such notice the Lot is at the risk of the Vendor from that point.
- (d) If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor Shall:
 - (i) pay Goffs UK on Invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been cancelled by the Purchaser.
 - (ii) pay Goffs UK on invoice its charge for taking the sample, having it analysed under the sole and absolute authority and

- instruction of the BHA and making and giving decision under this Condition.
- (iii) indemnify Goffs UK against all costs claims demands actions and expenses out of or in connection with its decision under this Condition.
- 5.1.9 The Vendor and Purchaser hereby acknowledge and agree that Goffs UK is entitled to provide to the BHA any sample taken from the Lot in accordance with this Condition for analysis under the sole and absolute authority and instruction of the BHA together with their details and understand and accept that the BHA may use any information obtained in connection with their analysis of the sample for the purpose of exercising its powers under the Rules of Racing as published by the BHA and as amended from time to time. The Vendor and Purchaser hereby acknowledge that save for disclosing the certificate of analysis and accompanying documentation pack from the BHA-approved laboratory in relation to a sample that contains an Anabolic Steroid at the Specified Concentration, the BHA shall have no obligation, nor can it be compelled, to disclose any information relating to the analysis, including but not limited to the detection methodology, analytical capabilities or any information obtained from the analysis that does not result in a positive analysis.
- 5.2 NSAIDS**
- 5.2.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to all Lots from yearlings (after 1st July) upwards with the exception of mares that have previously been covered by a stallion.
- 5.2.2 Where NSAIDS are referred to in a certificate signed by an independent veterinary surgeon and read out by Goffs UK at the time of the Sale the Condition will apply but the Lot shall not be returnable to the Vendor unless other NSAIDS than those certified and read out are present.
- 5.2.3 For each Lot being sold subject to Condition 4.1.(d) a blood sample will be taken prior to sale. This will be analysed for NSAIDS provided that the Purchaser instructs Goffs UK to do so immediately after purchase of the Lot by signing to this effect on the Acknowledgement of Purchase Form in accordance with Condition 9.5. The Purchaser shall be responsible to Goffs UK for the costs and expenses of taking and analysing the sample unless the sale is cancelled under this Condition, in which case Condition 5.2.6(d) will apply. Failure to request a drug test under this Condition will be an absolute bar to the Purchaser returning the Lot under this Condition.
- 5.2.4 Where a Purchaser instructs Goffs UK to analyse a blood sample the

said Lot shall not be removed from the United Kingdom or Ireland and if they do so, the Purchaser shall be liable for the costs of returning the Lot back to the Vendor in the event of a Purchaser electing to return the Lot in accordance with a right to do so under this Condition.

5.25 Where a blood sample is found to contain NSAIDS other than those certified and read out the Purchaser may elect to return the Lot to the Vendor providing such election is made to Goffs UK by 5pm on the seventh calendar day after the Purchaser was notified by Goffs UK of the result.

5.26(a) Where a Purchaser elects to return a Lot in accordance with this Condition Goffs UK shall notify both parties that the contract of sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified and the Vendor must arrange and pay for any transport, keep and any other costs incurred by the Purchaser in connection with this lot, and providing such election is made in writing to Goffs UK by 5pm on the seventh calendar day after the Purchaser was notified by Goffs UK of the result.

(b) Upon Goffs UK having acknowledged receipt of the Purchaser's notice in accordance with Condition 5.2.6(a) hereof Goffs UK shall give notice to both Vendor and Purchaser that the contract of the sale in respect of

the said Lot has been cancelled.

(c) The Lot shall be at the Purchaser's risk in all respects from the fall of the hammer until notice is given by Goffs UK in accordance with Condition 5.2.6 (b) hereof. For the avoidance of a doubt, in any case where Goffs UK has been given such notice the Lot is thereafter at the risk of the Vendor.

(d) If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor Shall:

(i) pay Goffs UK on Invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of Sale not been cancelled by the Purchaser.

(ii) pay Goffs UK on invoice its charge for taking the sample, having it analysed under this Condition.

(iii) indemnify Goffs UK against all costs claims demands actions and expenses out of or in connection with its decision under this Condition.

6 ENGAGEMENTS

6.1 A Lot is sold with engagements as given in the Catalogue, or announced at the time of Sale. Goffs UK however, accept no responsibility for engagements given or omitted. It will be the sole responsibility of the Vendor to ensure that the relevant documentation is completed and

lodged with the Authority in question, but of the Purchaser to cancel any race entry if a forfeit applies. A Declaration of Forfeit for UK engagements must be made to Weatherbys and for Irish engagements to Horse Racing Ireland.

- 6.2 In particular Goffs UK do not warrant that a Lot is eligible for participation in the Plus Ten or any other breeders' scheme whether European or American notwithstanding that a statement to that effect or so implying may have been included in the Catalogue or made from the Rostrum.

7 PRIVATE SALES AND TRANSFERS

- 7.1 Any sale concluded on the day of the Sale or within seven calendar days between a Purchaser and a Vendor after the Lot has been unsold or bought in by the vendor at the Sale shall be subject to the Goffs UK Conditions of Sale. Such transactions must be finalised in writing on a Private Sale Form signed by the Vendor, the Purchaser and an authorised representative of Goffs UK. For the avoidance of doubt, this includes any Sale conducted on line. The terms of Condition 9 below will apply to the Purchaser.
- 7.2 Where Goffs UK accepts the transfer of a Lot from the Purchaser to a third party (the

New Purchaser), the appropriate Private Sale Form must be completed in the Sales Office. The terms of Condition 9 below will apply to the New Purchaser.

8 PASSING OF RISK AND TITLE

- 8.1 The Lot will be at the Vendor's risk at all times until the fall of hammer (or time of sale if sold privately) when the risk shall pass to the Purchaser subject to 8.2 and 8.3 below.
- 8.2 Any Lot sold subject to re-examination under the terms of 4.1 above shall be at the Vendor's risk for 60 minutes from the fall of the hammer or, if re-examination is requested, until the completion of the re-examination. Risk remains with the Vendor if the Lot fails the examination and passes to the Purchaser if/when the Lot passes.
- 8.3 Any Lot tested for Prohibited Substances under the terms of 5 above shall remain at the Vendor's risk from the fall of the hammer until the sample has been taken from the Lot when risk passes to the Purchaser. If the sample proves to be positive for Prohibited Substances, risk will pass back to the Vendor when the Vendor is notified.
- 8.4 Notwithstanding the passing of risk in this Condition or delivery of the Lot to the Purchaser, the

Vendor shall retain title to the Lot until the full purchase price has been paid to Goffs UK.

- 8.5 Where Goffs UK have paid out the Vendor in accordance with 3.8 above, title of the Lot will vest in Goffs UK on the same terms as 8.4 above.

9. PURCHASERS

- 9.1 All purchases are subject to 6% buyers' commission as outlined in Condition 2.1.3.
- 9.2 Goffs UK strongly recommend that Purchasers should attend the Sale in person and Purchasers are strongly advised to inspect each Lot prior to purchase. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. Prospective Purchasers may use a Veterinary Surgeon of their own choice to check or inspect the condition of any Lot prior to sale provided the consent of the Vendor is obtained in advance, that the Vendor expressly consents to the form of inspection to take place and it is understood by prospective Purchasers that such consent is entirely at the Vendor's own discretion.
- 9.3 All Lots are sold subject to these Goffs UK Conditions of Sale and are subject to any announcements that may be made by the Auctioneer. A Vendor may call upon Goffs UK to amend the Catalogue description at the Sale and it is the Purchaser's responsibility to ensure he hears any such announcement made by the auctioneer as a consequence. The information on the Goffs UK notice board, website and announcement boards in the Sales ring is for guidance only and Goffs UK are not liable for any error or omission from such information.
- 9.4 All certificates referred to in the catalogue will be available for inspection in the Sales Office prior to the Sale.
- 9.5 Immediately after the purchase of each Lot, the Purchaser must sign the Acknowledgement of Purchase Form confirming the sales details together with his name, address and other information as required by Goffs UK.
- 9.6 Subject to 9.9 below, payment must be made in pounds sterling by the Purchaser for each Lot on the day of the Sale and the Lot must be removed by the Purchaser by the close of each day's sale. Prior to the Sale Goffs UK may agree to other payment terms at their discretion and may allow the Purchaser to remove the Lot before full payment has been received.
- 9.7 No Lot will be raced until it has been paid for in full.
- 9.8 Where a Purchaser bids or buys

on behalf of another, the Purchaser must disclose the name and address of his principal when required by Goffs UK and both the Purchaser and his principal shall be jointly and severally liable under these Conditions.

9.9 Where the Purchaser notifies Goffs UK that a Lot has been bought on behalf of another after the Sale and asks Goffs UK to invoice that person (the "Nominee"), Goffs UK (at its absolute discretion) may agree to do so on the basis that the Purchaser (his principal, if any) and the Nominee will be jointly and severally liable to pay the Purchase Price. The Purchaser's payment obligations in respect of the relevant Lot will only be discharged in the event that the Nominee has paid the whole of the Purchase Price. However, where the Nominee pays part of the sum due but the remainder is unpaid, Goffs UK' claim shall be limited to the unpaid sum.

9.10 Where a Vendor and a Purchaser agree to terms not covered by the Conditions of Sale, a copy of that agreement must be lodged in writing in the Sales Office before the Sale, and approved by Goffs UK. If no such copy of the agreement is lodged, and any dispute arises as a result of this agreement between the Vendor and the Purchaser, Goffs UK will demand that the Purchase Price is

paid in full in accordance with Condition 9.6 unless the Vendor has notified Goffs UK in writing that the sale has been cancelled.

9.11 It is the sole responsibility of the Purchaser to ascertain whether the Lot is eligible for point to pointing within the meaning of the rules laid down by the BHA.

10 GOFFS UK' RIGHTS

10.1 Goffs UK reserve the right to exclude or remove any person or animal from their premises without giving any reason.

10.2 Goffs UK reserve the right to refuse to include in the catalogue or offer for sale any Lot which is:

- (a) A mare with a foal at foot less than seven days old,
- (b) A pregnant mare whose due foaling date is not more than fourteen days after the day of Sale,
- (c) Any mare aged eighteen or over that is not in foal,
- (d) Any animal aged 20 years or over

10.3 Goffs UK, as Agents for the Vendors, reserve the following rights, viz:

- (a) To refuse the bidding of any person, without giving any reason.
- (b) To bid by themselves for any Lot.
- (c) To withdraw the Lot from sale at any time before it has been

knocked down without disclosing the reserve price.

- (d) To reserve the right to fix a minimum price at any or all Sales.

10.4 Goffs UK do not make any representation whatsoever express or implied as to the identity of the Owner or Owners of any Lot at the time of entry, time of sale or at any other time. In the event of any dispute the Purchaser's remedy, if any, shall be against the Vendor and the Vendor's remedy shall be against the Purchaser, and not against Goffs UK who act as Agents between Vendor and Purchaser and shall not be liable as a Party in any Action or dispute between them.

10.5 Goffs UK reserve the right to charge interest on unpaid accounts at 1.5% per month on all accounts which are unpaid 21 days after the last date of the Sale.

10.6 Goffs UK reserve the right to charge the Purchaser £25+VAT per day for any horse remaining at Goffs UK after 5.00 p.m. on the day following its day of sale. In the case of unsold horses Goffs UK reserve the right to charge the Vendor £25+VAT per day.

10.7 If for any reason a Lot is purchased and not paid for as hereinbefore provided (notwithstanding if the risk has passed to the Purchaser) then the following provisions shall take effect until payment is received:

- (a) Goffs UK shall be entitled to

retain the Lot, and shall have a lien over the Lot and all documents relating to it for all expenses, including freight, incurred by them or any agent of Goffs UK during such period of retention. Such lien may be exercised in respect of any other sum due by the Purchaser to Goffs UK. Goffs UK shall also be entitled to exercise the said lien over any documents in their possession relating to any other Lot or Lots owned by the Purchaser. A Lot shall not be delivered to the Purchaser until the expenses referred to above have been paid, in addition to the Purchase Price.

- (b) In the event of a Lot having been removed from Goffs UK' premises then Goffs UK shall be entitled to repossess the Lot from anyone in possession of it.

- (c) Should the Purchaser fail to pay for a Lot then such Lot may at any time be resold by public auction or private treaty, and the deficiency (if any) resulting from such resale shall immediately be made good by the defaulting Purchaser.

- (d) Nothing in these Conditions shall preclude Goffs UK and/or the Vendor of a Lot from pursuing all legal remedies available to them, for the recovering of the Purchase Price from a defaulting Purchaser and all expenses and damages and commission lost resulting from such default.

- 10.8 Goffs UK will not release any Lot from the Sales Complex until a

written release form in the form of a pass-out has been issued by Goffs UK.

- 10.9 Goffs UK may at any time, without notice, set off any liability of a Debtor (including but not limited to the outstanding purchase price of any Lot) against any liability of any Associated Company to the Debtor (whether any such liability is present or future, actual or contingent, liquidated or unliquidated and irrespective of the currency of its denomination) and Goffs UK may for such purpose convert or exchange any currency.
- 10.10 Any exercise by Goffs UK of its rights under Condition 10.9 shall be without prejudice to any other rights or remedies available to Goffs UK under these Conditions or otherwise.

11-13 DISPUTES PROCEDURE

11 COMPLAINTS PROCEDURE

The Complaints Procedure deals exclusively with the conditions in 12 below. For the avoidance of doubt, the clinical examinations in Condition 4.2 above do not apply to this clause as those examinations must be dealt with on the day of the Sale by The Panel.

- 11.1 A Purchaser wishing to invoke this Condition must do so by informing Goffs UK in writing (as

per Condition 16) by 5.00pm on the seventh calendar day after the Lot was purchased (third calendar day in the case of Conditions 12.1.5 & 12.1.6) giving specific details of their complaint, supported by a certificate signed by an independent veterinary surgeon (or independent professional rider in the case of Conditions 12.1.5 & 12.1.6)

- 11.2 The complaint shall be dealt with by Goffs UK, or their appointee, which may be a veterinary surgeon or professional/international rider or other deemed appropriate by Goffs UK at such time, at such place and in such manner as Goffs UK deems appropriate. The decision of Goffs UK on the complaint, shall be final and binding on both the Vendor and the Purchaser. Goffs UK may have the Lot examined by their appointee and where the opinion of their appointee does not agree with the opinion of the Purchaser's appointee as expressed in his certificate furnished, then the opinion of the Goffs UK appointee shall prevail and shall be final and binding on the parties.
- 11.3 All expenses and charges incurred by such adjudication shall be paid by the Party found to be in error.
- 11.4 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of

Goffs UK decision to cancel the sale (if appropriate).

- 11.5 No complaint under this condition will be dealt with by Goffs UK if the Lot has been removed from the United Kingdom or Ireland.

12 LOTS RETURNABLE

- 12.1 The Complaints Procedure set out in 11 above will only apply if the information in 12.1 below is not stated in the catalogue or announced at the Sale or if the conditions in 12.2 below are not declared in the catalogue or are not announced without qualification at the Sale. In these cases, the Sale may be cancelled at the discretion of the Purchaser.
- 12.1.1 The Lot is not registered with a Stud Book Authority approved by the International Stud Book Committee.
- 12.1.2 The Pedigree or description of the Lot does not correspond with the Pedigree or description as stated in the catalogue.
- 12.1.3 The Lot has run at an unrecognised meeting or is on the forfeit list maintained by a recognised Turf Authority.
- 12.1.4 The Lot is described as a Colt and does not at such time have both testes palpable (this provision is to apply only to any horse offered for sale after 1st July of their yearling year and may be so described by the auctioneer, or on the bid board, as a rig).
- 12.1.5 The Lot is described as unbroken and should have more properly been described as broken and ridden prior to the sale. For the avoidance of doubt a Lot described as driven in long reins will not be returnable under this Condition.
- 12.1.6 The Lot is described as untried and has been tried prior to Sale in the opinion of Goffs UK or their appointee. A Lot will be deemed tried if it
- has run in any race
 - has been catalogued in any previous Breeze-Up Sale
 - has appeared on any published Trainer's or Permit Holder's List
 - has been galloped "upsides" prior to Sale
 - is deemed to have been broken & tried prior to Sale
- 12.1.7 The Lot is the subject of a Starting Stalls Test as ordered by the Stewards of the BHA.
- 12.1.8 A Broodmare/Filly has been covered and/or subsequent to any covering slipped the foal.
- 12.1.9 The Lot is subject to a BHA Non Racing Agreement (NRA1 form)
- 12.2 Any Lot which:
- is a wind-sucker, (i.e. frequently 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); or has been unnerved; or
- b) has been operated on for the correction of wind-sucking as defined above; or
 - c) is a weaver; (i.e. frequently swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or
 - d) is a boxwalker (i.e. frequently walks either backwards and forwards or round and round the box repeatedly in an aimless manner); or
 - e) has been tubed or otherwise operated on for unsoundness in wind; (Operations to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of unsoundness in wind within the meaning of this condition) or
 - f) has impaired vision or injury to the eye; or
 - g) is a wobblor

13 DISPUTES

- 13.1 Any dispute arising out of the sale of any Lot in accordance with these Conditions of Sale shall be a dispute between the Vendor and the Purchaser and in no

circumstances shall Goffs UK be liable to either party in connection with such dispute.

- 13.2 Where Goffs UK are brought in as a party to any dispute despite 13.1 above, Goffs UK will be entitled to payment of their legal and other expenses on a full indemnity basis from the party who joins them in.

14 SAFETY

- 14.1 Every person on Goffs UK premises before, during or after the Sale shall be deemed to be there at their own risk and shall have no claim against Goffs UK in respect of any injury sustained or any loss or damage to property which may occur from any cause whatsoever save that nothing in this sub-clause shall be taken to exclude or restrict liability for death or personal injury arising from Goffs UK' negligence.
- 14.2 Goffs UK accept no liability for any loss or injury caused to or by any Lot whilst he is being moved by their employees or agents premises during the conduct of the Sale or by disease, accident or otherwise save that nothing in this sub-clause shall be taken to exclude or restrict liability for death or personal injury arising from Goffs UK' negligence.
- 14.3 All Lots must wear a head collar at all times on Goffs UK premises.

Where a Vendor is found to have left a Lot without a head collar after the Sale, Goffs UK will supply a head collar at the Vendor's expense.

- 14.4 If any Lot is ridden at any time in conjunction with the Sale, the rider must wear a BHA approved helmet and body protector, and it shall be the responsibility of the Vendor or Purchaser to ensure that they, their employees or agents, adhere to this Condition.

15 GENERAL

- 15.1 Goffs UK reserve the right to add, cancel, alter or otherwise modify these Conditions of Sale.
- 15.2 These Conditions of Sale form the entirety of the agreement between Goffs UK, the Owner, the Vendor and the Purchaser and no variation shall be valid or binding unless specifically authorised in writing by two Executive Directors of Goffs UK.
- 15.3 These Conditions of Sale are to be construed and shall take effect in accordance with English Law.
- 15.4 The Owner, the Vendor and the Purchaser agree for the exclusive benefit of Goffs UK that these Conditions of Sale shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales and, for such purpose, irrevocably submit to the non-exclusive jurisdiction of those Courts.

- 15.5 The submission to the jurisdiction of the Courts of England and Wales shall not limit the right of Goffs UK to take proceedings against the Owner, the Vendor or the Purchaser in any other Court of competent jurisdiction and the taking of proceedings in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

16 NOTICES

When any certificate or notice is required to be given to Goffs UK under these Conditions of Sale, it must be made in writing and sent by first class post or facsimile to the Goffs UK Hawick Office or emailed to winners@goffsu.com. Any notice required to be given by Goffs UK to the Vendor or the Purchaser shall be sent to the address given on the Entry Form or the Acknowledgement of Purchase Form. Such notice shall be deemed given on the date of delivery or the second day after posting or on the day of transmission depending whether the notice is sent by hand, post, fax or email.