



RIGHT RIDE HORSES LTD

TERMS AND CONDITIONS OF SALE

The Seller

Right Ride Horses Limited (RRH)

The Purchaser(s)

Name(s):

Address:

Tel no:

The Horse

Name:

Passport Issuer:

Microchip No:

The Purchase Price

£

1. In consideration of the sum of £..... the Seller agrees to sell and the Purchaser agrees to purchase the Horse.

2. The purchaser shall pay the seller a deposit of to hold the horse. The deposit is only refundable if the horse fails the veterinary inspection. Veterinary inspection's must take place within 7 working days from the deposit being received.

3. The Purchaser shall have 72 hours from when deposit is paid to pay the purchase price in full if the horse is not being vetted. If the horse is being vetted the horse must be paid for in full within 24 hours after vetting.

4. Upon the Seller's receipt of the Purchase Price:-

(1) The ownership of the Horse shall pass from the Seller to the Purchaser. The Seller strongly recommends that the Purchaser adequately insures the Horse (preferably covering third party liability, death, theft, veterinary fees and loss of use) prior to or immediately upon payment of the Purchase Price.

(2) Risk of death, loss or injury to the Horse shall pass to the Purchaser, for which reason the Seller recommends that the Purchaser immediately insures the Horse upon or prior to paying the Purchase Price to the Seller.

(3) Responsibility for any loss, damage or injury howsoever caused by the Horse shall pass to the Purchaser.

(4) The Seller will release possession of the Horse to the Buyer or his/her employee/agent together with all original documents (Studbook, passport, vaccination card, etc).

5. The Purchaser (or another person designated by the Purchaser) in coordination with the Seller will arrange for the transportation of the Horse from the Seller's premises, (at the Seller's and the Purchaser's convenience) at the Purchaser's expense.

6. Where the Horse is not collected immediately upon ownership of the Horse passing from the Seller to the Purchaser, the Purchaser agrees to indemnify the Seller against all costs incurred in caring for the Horse except basic livery which the seller will not charge for the first 3 days since purchase price was received or horse was vetted, whichever was first. Costs of farrier, veterinary costs and livery costs after 3 days etc will be charged for until the Horse is collected by the Purchaser or their employee/agent. Any loss, damage or injury howsoever caused by the Horse whilst the Horse is at the Seller's premises awaiting collection by the Purchaser shall be the Purchaser's responsibility.

7. The Purchaser acknowledges that:

The Seller makes no representation as to the past, current or future health, fitness, performance or ability of the Horse, save for the following material defects which the Purchaser acknowledges have been disclosed by the Seller:

(e.g. box walking / wind sucking / weaving etc)

..... (insert any known vices) .

The Purchaser has inspected the Horse and is satisfied with its health, fitness and ability. The Purchaser acknowledges that the Horse is open to veterinary inspection, which the Purchaser may instruct a vet to perform at their discretion. In accepting or declining the opportunity to have the Horse inspected by a vet, the Purchaser waives all rights to bring a claim against the Seller in respect of any matter revealed or which should have been revealed by the vet during that inspection.

8. The Horse is purchased for the purposes of (delete as applicable)

showing / dressage / show jumping / eventing / all-rounder / breeding / hacking/ riding club/ general riding / companion other (please specify)

.....

9. The Purchaser is satisfied that the Horse is suitable for its intended purpose.

10. The Purchaser accepts that horses are unpredictable by nature and that horse riding is a risk sport. The Seller is unable to predict how any horse will mature or develop in new ownership however the Seller will provide full details of the Horse's routine and current exercise/feed/tack requirements in order that the Horse has the best opportunity of settling into their new home.

11. Horses are sold with a 14 day exchange warranty. The start date of the warranty is the date the deposit is received.

12. If the purchaser wishes to return the horse within the 14 day exchange warranty period:

(a) **RRH agrees to exchange the Horse for one of equal value to what RRH feels the returned horse is worth when returned, not the price purchased for. Under no circumstances will a cash refund be given.**

(b) If the purchaser wishes to buy a horse of greater value for themselves they can use the original Horse as part payment.

(c) **If the purchaser does not like anything in stock, RRH will endeavour to get a replacement as soon as possible.**

(d) **The purchaser agrees to be patient during this time.** Whilst every effort will be made to satisfy the purchaser's requirements quickly, it is not always possible to find the perfect match in each case.

13. If the purchaser wishes RRH to take the Horse back to sell on their behalf, RRH will charge:

- (a)% commission of the sale price.
- (b) Livery at £..... per week.
- (c) If separate sales advertising is required, the costs will be charged to the purchaser.
- (d) If the farrier or the vet is required, the costs will be charged to the purchaser.

14. The following conditions apply to the exchange warranty:

- (a) The Horse must be returned in the same condition as it was in when it left the premises.
- (b) The Horse must not be injured or blemished in any way.
- (c) It must not have its tail pulled if not pulled before purchase.
- (d) It must not have its mane hogged, cut or pulled to a length shorter than four inches (10cm).
- (e) It must not be shaved on its legs, (eg a feathered cob must still have its feather).
- (f) It must not be freezemarked or have ID brands on its feet or a replacement microchip inserted.
- (g) It must be returned with its shoes in the same condition as when it left.
- (h) RRH reserve the right to have a veterinary surgeon inspect the Horse on its return.

15. No exchange warranty is offered if:

- (a) **A horse was taken as part payment (part exchanged) at the original sale.**
- (b) **The horse was sold on behalf of a client, with RRH acting as the agent.**

16. In the event of dispute, the matter shall be referred to an independent Equestrian Expert to be agreed by the Purchaser and Seller, or in the absence of agreement, appointed by Jacqui Fulton Equine Law. The decision of such shall be final.

17. English law is exclusively applicable to this Agreement. The English Courts have exclusive jurisdiction over any dispute.

I, THE PURCHASER(S) AGREE TO THESE TERMS:

SIGNED BY THE PURCHASER(S):

.....

NAME PRINTED BY THE PURCHASER(S):

.....

DATED:

.....

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