

‘ONLINE’ SALES CONDITIONS

Here are the additional detailed Conditions of Sale as laid down by the WPCS for Official Online Sales. All Vendors must sign up to these conditions before an entry is accepted.

1. Entries for Sale will only be accepted from fully paid up members of the Society. Members are reminded that all conditions and rules laid out in the current Judging and Showing Handbook (2020) apply. Individuals must have paid their membership subscription 14 days prior to the closing dates of entry for the Society’s Official Online Sales.

1.1 Vendors should ensure before entering an animal that their passport details are correct i.e., they are listed in the correct and current ownership, if it is a gelding that they have been amended from a registered colt to a registered gelding etc.

2. Vendors shall be responsible for the correct description of each animal entered for the Online sale and the descriptions of animals in the Catalogue will be that provided by the Vendor to the Auctioneers. **Vendors are solely responsible for such descriptions and all vices to be declared.**

3. All images supplied both still or moving, must be actuality with no photoshopping or enhancing of the featured equine image; save the clearing of backgrounds which is permitted. **Any submitted imagery where the Equine has been enhanced or manipulated will render the entry void.**

3.1 When taking images and recording video footage handlers are advised to be smartly turned out to compliment the presentation of the sale entry.

4. On the entry form Vendors must supply the Auctioneers with the correct and full name of the animal to be sold, its registration number, the name and registration number of its sire and dam, and the year of birth.

5.The name and stud name (if applicable) of the Vendor of every animal shall be clearly noted in the Catalogue. The Vendor must tick a GDPR disclaimer on the entry form to enable the Company and the Society to share the Vendors details and address with the purchaser to enable the collection of the animal.

6.Any viewings of animals prior to the Auction, post the release of the catalogue shall be by agreement between the Vendor and the prospective purchaser and **must** adhere to the Government guidelines on social distancing applicable to the Vendor's location in the pre-sale period. All viewings are at your own risk. By entering the Online Sale, the Vendor gives the Auctioneers permission to release their contact details to prospective purchasers

7.The Auctioneers shall not accept any entry for the Sale unless the animal's registration number is specified on the form and validated by the WPCS.

All applications for registration must be submitted to the Society at least 6 weeks prior to the Online Sale date. The Auctioneer reserves the right to refuse entry for animals whose registration application is received after this date. It is a legal requirement for all animals 6 months or over to have a Passport; and that all registered animals should have a microchip inserted according to the new laws in Scotland, England and Wales.

8.Once entered and accepted for the sale, the Vendor undertakes **not to sell that animal prior to the auction**. If a vendor is found to have sold the animal privately prior to the auction they will be barred from entering any future WPCS Official Sales.

9.No animal over the age of 18 years will be allowed to be entered; however, dispersal sales are age exempt.

10.Descriptions of individual lots.

Heights — the following wording rules apply for Part-breds and Geldings:

On youngstock up to and including 2 years of age, height should read "should make...."

Lots 3 years of age and older, the height will be included if supported by a height certificate from the Joint Measurement Board. Where heights in this section are not supported by a certificate they will be declared as "approximate".

11.Re. Sections A, B, C & D: Heights on these ponies will be taken out of the catalogue unless supported by a height certificate from the Joint Measurement Board.

12.All foals at foot must be at least 4 weeks of age and all weaned foals must be at least 4 months of age at the time of the sale and fully weaned before collection.

13.No guarantee is implied or given that any mare is barren or in foal. Any service dates supplied are given in good faith but are not a guarantee of the mare being in foal.

14.No mare or filly shall be described in the catalogue as "covered" by a registered Welsh stallion, unless the Auctioneers are in possession of a registration application form with the signed inbuilt service certificate, or a signed service certificate by the owner of the stallion. Such service certificates to only be issued for WPCS licenced stallions.

15. Breeding mares or fillies must be either to the knowledge of the Vendor, capable of breeding naturally without any surgical intervention, e.g. stitch, caslicks operation etc., or if any such surgical intervention is required, it must be declared by the Vendor and declared in the catalogue.

16.Animals described as Colts or Stallions that are 4 years old or upwards must hold a WPCS licence number issued by the Society and included in the animal's passport. 2 and 3-year-old colts are sold with a guarantee that they are fully descended only. No guarantee is given as to Colt Foals or Yearling Colts.

17.No animal under 4 years of age shall be ridden or driven.

18. Any person riding an animal in an uploaded photograph or video **must** wear a hard riding hat of an approved British standard.

All riders and handlers under the age of 14 **must** wear a hard riding hat of an approved British standard

19. Any purchased animal can be subject to a vetting **at the purchaser's cost**. It is recommended that the vetting take place as soon as possible after the conclusion of the sale and **must** be undertaken by an independent Veterinary Surgeon.

20. Purchasers from overseas must make their own arrangement with the Vendor or a third party for housing animals purchased until they are to be exported. All costs of collection are the responsibility of the purchaser.

21. Vendors from overseas must make their own arrangement with the purchaser for housing animals purchased until they are to be exported. All costs of collection and travel are the responsibility of the purchaser.

22. The Auctioneers shall deduct the **current transfer fee** per animal sold from the vendor. As soon as possible after the sale, the Auctioneers shall forward to the Secretary of the Welsh Pony and Cob Society a list of the registered Ponies and Cobs sold, to include the purchaser's full name and address and the applicable transfer fees. The passports for animals sold will be updated and returned to the vendor to enable the purchaser to legally collect and travel their animal. The cost of postage for the return of passport to the vendor will be added to the purchase price.

23. The Official Auctioneers, in conjunction with the Society's Honorary Veterinary Officer and/or Honorary Welfare Officer (or their representatives), reserve the right to withdraw entry of Lots to the Sale on the on the advice of the Auctioneers Veterinary Surgeon.

24. Should any member of the Society be aggrieved by an action of the Auctioneers or Society officers, such as refusal of entries, they may refer the matter to the Society, which will then consider

such complaints and take such action (if any) that they consider may be necessary.

25. Any Vendor who commits or knowingly suffers any breach of these rules or anything which under these rules is deemed to be guilty of conduct derogatory to the character of the Society will render himself or herself liable to expulsion from the Society subject to the procedure as laid down in the Society's codes of conduct and Articles of Association.

26. The health and welfare of animals offered for sale by Members as part of the WPCS Official Online Sales is paramount, and must comply with the Society's rules, regulations and the Animal Welfare Act of 2006. The Society also recommends that members do not put forward for sale:

- o Overweight or obese animals
- o Animals where hoof care is poor
- o Prematurely weaned foals

These are practices which are unacceptable.

Welsh Pony and Cob Society Disclaimer

At the fall of the hammer, the Society shall incur no liability in respect of or in connection with any loss or harm sustained by a Lot (including theft, death or injury) at any time whilst the animal is pending transfer from the vendor to the purchaser or thereafter. The Society advises that both parties involved in the sale/purchase should have adequate liability insurance to cover all aspects of the transfer and period between the selling of the animal and its subsequent collection. The responsibility for the insurance of the animal itself lies solely with the purchaser between point of sale and collection.

TERMS & CONDITIONS OF SALE - WPCS ENTRY

All animals to be Sold in pounds Sterling with a buyers' premium of 6.5% plus VAT to be applied.

A non-refundable entry fee of £48 (£40 & VAT) will apply to every lot.

Settlement is due in full on the closing of bidding. Invoice will be emailed by the Auctioneer to the successful bidders on the closing of the sale, we expect it may take 2 hours to process all invoices. Payment is thereafter due no later than within 24 hours of receiving the invoice by email. All payments are to be made in £ pounds sterling. Payment will be due in full at the final bid in respect of the lot sold plus all associated costs, buyers premium, Including VAT (value added tax) if applicable.

We will only accept payment via direct bank transfer.

If a WPCS entry is Plus VAT, the VAT will not be collected if the following applies:

- • Purchaser is VAT Registered and from outside of UK
- • Purchaser is from outside of EU

Vendors must not pass animals over to purchasers without prior authority of the Auctioneers. The liability will remain with the vendor until animal is collected. The Auctioneers will contact the Vendor once payment of the animal has been received in full and cleared into the Auctioneers' client account. The Auctioneers will provide the Vendor with the contact details of the purchaser.

All animals must be collected within 14 days of the day of the sale, unless stated within the catalogue that the animal can be purchased from a buyer from outside of the UK, if this is the case then the animal must be collected within 28 days of the day of the sale.

In the event that the Auctioneers have received the payment for the animal but the animal has not been collected within the specified time period, due to no fault of the vendor, then the vendor will have the right to charge £10.00 a day until the animal is collected unless prior arrangements have been made.

The vendor will have confirmed on the entry form that the animal is available for purchasers from outside of the UK and this will be stated on the Catalogue. The cost of providing the export documents including a pet passport and the cost of any export health requirements is at the cost of the vendor and vendors should factor this into reserve prices.

Collection of the animal will be the purchaser's responsibility, the purchaser will pay for the transport from the vendor's address which will be stated on the catalogue (unless other arrangements are agreed between both parties). If a animal courier is used then the vendor and the purchaser must ensure and agree that the process is legal, compliant and carries insurance. The purchaser

nor the vendor have the right to claim against Farmers Marts (R G Jones) Ltd should the animal not be delivered by a carrier. The Purchasers are advised upon delivery/collection of their animal to view the microchip being scanned.

The purchaser must complete our online form to confirm the date that the animal was collected. The Vendor will be paid 5 to 10 working days from the date the animal was collected. All vendors will be paid in pounds, including those from outside of the UK. All vendors will be paid in pounds sterling, including those from outside of the UK. Vendors from outside of the UK will need to check with their bank to understand whether or not they can accept this type of payment. The vendor's bank will be responsible for the currency conversion and the vendors must ensure that they are aware of any transaction charges which may occur. The vendor will also be responsible for the Auctioneer's transaction fee of £15 per transaction (subject to change). This will be deducted from their payment.

In the event of a purchaser default on the terms (i.e. fail to pay for the animal within the specified time period or fail to collect the animal within the specified time period) then the Auctioneers will make best endeavours to contact any underbidder on behalf of the vendor as Agent but Farmers Marts (R G Jones) Ltd will not be responsible for any price shortfall or any liability for the cancellation of the transaction.

All animals are to be shown by a video clip. However, the Auctioneers give no Warranty as to the Animals future ability or that they will work to the same standard to their new owners.

Animals are sold on a Non-Returnable Basis unless found to be unsound with regard to the terms as set out by the WPCS

- • Unless stated to the contrary in the catalogue, all animals are Sold warranted as Sound by the vendor on the Day of Collection
- • The purchaser of an animal found to be unsound must provide a supporting vet certificate (at the purchaser's cost) verifying that the animal was unsound at the time of collection. The purchaser has 5 Days from the day of collection to Lodge a complaint with the Auctioneers. The complaint must be in writing.
- • If the vendor disputes the purchaser's claim for breach warranty, the claim shall be referred for decision to the auctioneers or to a person that the auctioneers may appoint for the purpose, (in

either case the “referee”). The referee shall act as an independent expert and not as an arbitrator and shall make such examination or trial of the animal and such inquiry of such persons as in his sole discretion he considers necessary or desirable for determining the dispute.

Animals found to be unsound may be returned to the vendor and the purchaser reimbursed. Buyers’ Premium is payable in full even if the animal is returned due to an unsoundness.

We recommend that potential bidders inspect animals prior to bidding.

TO MINIMISE THE POTENTIAL HEALTH RISK POSED BY COVID-19, IT IS ABSOLUTELY NECESSARY THAT SOCIAL DISTANCING RULES ARE ADHERED TO AT ALL TIMES WHEN VIEWING AND COLLECTING WORKING ANIMALS. VENDORS, POTENTIAL AND SUCCESSFUL BUYERS MUST TAKE PERSONAL RESPONSIBILITY FOR THEIR OWN HEALTH AND MINIMISE ANY POTENTIAL RISKS.

In Addition to all of the Above - The sale is held subject to the Auctioneers’ Conditions of Sale’ as recommended for use by ‘The Livestock Auctioneers Association Ltd’ as revised August 2017.

AUCTIONEERS’ TERMS AND CONDITIONS OF SALE

1. The bidding will take place in pre-set increments, the highest bid at the close of the auction will secure the lot, subject to vendors reserve being achieved and is seen to be binding.

2. The Purchaser must be registered with FARMERS MARTS prior to bidding (pre- registered) and pay for all Lot(s) purchased immediately at the close of sale. No Lot or Lots shall be moved from the vendors holding until payment has been received.

3. All payments are to be made in £ pounds sterling. Payment will be due in full at the final bid in respect of the lot sold plus all associated costs, buyer’s premium, Including VAT (value added tax) if applicable.

Payment shall be by direct bank transfer only

Each Lot will be sold in pounds sterling (£) and a buyers’ premium of 6.5% plus VAT will be added to the bid price.

The vendors commission shall be 2.5% plus VAT

4. All statements in the catalogue at the time of sale along with the correct identification of the animals are the entire responsibility of the Vendors. The Auctioneers take no personal responsibility for the correctness of such statements or identities.

5. All statements in the catalogue relating to any veterinary or other tests are to be taken as statements of fact only. No such statements shall guarantee the purchaser of any animal against loss arising from the subsequent reaction of such animal to any test administered after the sale and the Vendors shall not be liable in any way should this occur.

6. All WPCS entries are sold subject to the Conditions of Sale of the WPCS Society and the Conditions of Sale recommended for use at markets by the Livestock Auctioneers' Association for England and Wales, as revised August 2017. In the event of a conflict between the respective Conditions of Sale the terms of the WPCS shall take precedent.

7. No undertaking by the Auctioneers or their servants to take charge of any Lot or Lots after the sale or to forward them to their destination shall be held to impose upon the Auctioneers any legal obligation or vitiate any of these Conditions.

8. In as much as the Auctioneers act as agents for a disclosed principal they shall not be considered personally responsible for any default on the part of either purchasers or vendors and the remedy shall be against them only and not against the Auctioneers.

9. If these conditions are unfulfilled the vendors or Auctioneers shall have the power to resell the Lots retaining any surplus and charging any deficiency and expense to the defaulter.

10. In the event that the winning bid is the vendor, or a person connected to the vendor who was running up the price then the buyers' premium will still be payable.

TERMS AND CONDITIONS OF SALE – www.farmersmarts.auctionmarts.com

By using this website, you, the user (“the user”, or “you”, or “your”) are subject to the terms and conditions imposed by FARMERS MARTS upon this site, as set out below, and which includes all the website’s hyper-linked sections. Before using this website, please familiarise yourself with these Terms and Conditions and print a copy for your future reference.

1. General

Your continued use of the website signified your acceptance of the Terms and Conditions in force at the time of use. It is the user’s responsibility to check any change in the terms and conditions, as we reserve the right to alter them at any time. When this happens, the date of their compilation will be updated (see top left).

2. Intellectual Property Rights

I. By the use of this site, you acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us.

II. You acknowledge and agree that the material and content contained within this website is made available for your personal and non-commercial use only, and that you may only download such material and content for the purpose of using this website, and make no further use it whatsoever outside of this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

3. Liability and Indemnity

I. We will use reasonable endeavours to verify the accuracy of any information on the site, but we make no representation, or warranty of any kind express, or implied statutory or otherwise regarding the contents, or availability of the site, or that it will be timely or error-free, that defects will be corrected, or that the site, or the servers that makes it available are free of viruses, or bugs, or represents the full functionality, accuracy, reliability of the website; we will not be responsible, or liable to you for any loss of content or material uploaded, or transmitted through the website and we accept no liability of any kind for any loss or damage from

action taken, or taken in reliance on material or information contained on the website.

II. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any: economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or loss of goodwill or reputation; or special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

III. We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

4. Other Provisions

I. The contract between you and us shall be governed by the laws of England and Wales and any dispute between you and us will be resolved exclusively in the court of England and Wales. II. We shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

III. We may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for

- (1) the privacy practices of such websites,
- (2) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or
- (3) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

IV. You may not assign, or sub-contract any of your rights or obligations under these terms and conditions, or any related order for products to any third party unless agreed upon in writing by us.

V. We reserve the right to transfer, assign, novate, or sub-contract the benefit of the whole, or part of any of its rights, or obligations under these terms and conditions, or any related contract to any third party.

VI. If any part of these terms and conditions is held by any competent authority to be invalid, or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

VII. These terms and conditions, including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and us relating to the use of this website (including the order or products) and sets forth the entire agreement and understanding between you and us for your use of this website.

5. Use of Your Personal Information/Security

I. It is important for you to know that we may use some of the personal information provided by you during the use of this website and by using this site you agree to this use unless you have chosen otherwise using the facilities provided on the order pages.

II. Your contact details will be stored in our computer database and this, together with other information provided by you (and this information may be supplemented by information we receive from third parties), may be used by us to (unless you have chosen otherwise using the facilities on the order pages):

(1) for assessment and analysis (e.g. market, customer and product analysis) to enable us to review, develop and improve the services which we offer and to enable us to provide you and other customers with relevant information through our marketing programme. We may use your information to make decisions about you using computerised technology, for example automatically selecting products or services which we think will interest you from the information we have. We may keep you informed of such products and services (including special offers, discounts, offers, competitions and so on by any of the following methods, including e-mail; telephone; SMS text message and post; and

(2) arrange and monitor any competitions we might offer on the website.

III. In order to protect you and our other customers, and us, from fraud and theft, we may pass on information that we obtain from making identity checks and other information in our customer records, including how you conduct your account, to other companies, other retailers and to financial and other organisations (including law enforcement agencies) involved in fraud prevention and detection, to use in the same way.

IV. As regards the Disclosure of Your Information, unless you have chosen otherwise using the facilities on the order pages, we may give information about you to the following, who may use it for the same purposes as set out above:

(2) to employees and agents of our Co-operative Society to administer any accounts, products and services provided to you by our Co-operative Society now or in the future.

V. As regards to Security, we take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data you disclose on-line. You accept the inherent security risks of providing information and dealing on-line over the Internet and will not hold us responsible for any breach of security unless this is due to our negligence or wilful default.

VI. You have the right to see personal data (as defined in the Data Protection Act) that we keep about you, upon receipt of a written request and payment of a fee. If you are concerned that any of the information, we hold on you is incorrect please contact us. Please note that our site may link to other websites which may be accessed through our site. We are not responsible for the data policies or procedures or the content of these linked websites.

VII. The data captured within the system is for use by FARMERS MARTS exclusively.

ENDS

