

SPANISH HORSE SPECIALISTS

TERMS AND CONDITIONS

PLEASE READ THIS SECTION CAREFULLY. BY USING THIS WEBSITE YOU AGREE TO THE FOLLOWING CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THEM, YOU SHOULD NOT PLACE AN ORDER FROM THIS WEBSITE AND/OR WITH OUR BUSINESS. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME.

1. **General**

All instructions are accepted by Spanish Horse Specialists subject to these terms and conditions, which supersede any previous conditions.

2. **Definitions**

In these conditions unless the context requires otherwise the singular shall include the plural and the masculine gender the feminine and neuter genders and vice versa and the following words shall have the meanings set out opposite them:

- (a) “we” and “us” means Spanish Horse Specialists, our employees, partners, agents subcontractors and those acting on our behalf
- (b) “you” means any person, firm, company or organisation who appoints us as an agent;
- (c) “the seller” means any person, firm, company or organization who agrees to sell or negotiate the sale of the livestock to the buyer;
- (d) “livestock” includes without prejudice to the generality bloodstock
- (e) “purchase” where the context admits or requires includes a prospective purchase.
- (f) “service” means the service provided by us detailed in Clause 4
- (g) “due date” means the date occurring 14 days after a reSpecialists or demand for payment.
- (h) “writing” includes e-mail transmission.

3. **Our Contract**

You appoint us as your sole agent for the purpose of the purchase by you of livestock of which we have given you particulars or the seller of which has been introduced to you by us.

4. **Our Service**

The service we provide to our customers is the searching for livestock on the instruction of a buyer, introducing the buyer and the seller, facilitating the purchase/sale of the livestock and its delivery.

5. **Duration**

This appointment will endure for a period of six months.

6. **Terms of Agency**

You undertake to work solely with us in respect of all sellers and livestock introduced by us and you understand that all negotiations regarding such sellers and such livestock must be conducted through us and no-one else.

7. **Our Charges**

We will agree our charges with you in writing and provide you with a note of likely outlays before we commence acting for you.

8. **Payment of our Charges**

(a) You agree to pay our charges not later than 30 days after submission to you of our invoice. In the event that payment is not made within that period interest will be payable in addition on the total amount due from the date of invoice to the date of cleared funds payment at the rate per annum 3% above the base rate for the time being fixed by the Royal Bank of Scotland plc.

(b) Payment of our charges will fall due by you in any of the following circumstances:

•If we have made arrangements for you to view the livestock either directly or indirectly or remotely (eg by video transmission or recording or the like);

- If you purchase livestock from a seller introduced by us during the period of our sole agency even if the livestock was not introduced or sourced by us but by any other person including you:
- If you purchase livestock after the expiry of our sole agency but from a seller who was introduced to you by us during that period or with whom you or we had negotiations about the livestock during that period.

Your rights to purchase other livestock from other sellers or agents remain unrestricted.

- (c) Payment is by direct bank transfer, cash or banker's draft by post. Cheques will not be accepted. Payments will be made to "Spanish Horse Specialists". Unless otherwise agreed, any payments made to Spanish Horse Specialists shall be made in Pounds Sterling.
- (d) We shall be entitled to recover from you as a debt to be paid on demand, all costs (including veterinary costs, all collection costs including unrecovered legal costs in relation to the enforcement of any debt) incurred by us as a result of the failure by you to make payment in full of the monies due and owing to us on the due date.

9. **Sellers' Commission**

You understand and accept that we may negotiate a commission fee from the Seller of livestock in addition to the charges we make to you. You accept we are under no obligation to account to you for such commission.

10. **Description and Advice not Contractual**

Any description provided by us of the livestock is intended for information only. Such descriptions are believed to be correct and current but are not warranted by us, do not constitute a description of the goods by us, and are not to be taken as representations by us. The provision of any advice, information or other services, including the virtual viewing service, is not to be taken as a representation by us.

11. **Examination of Livestock**

In any purchase in which we act for you:

- (a) We will arrange that you have the right to have any livestock examined clinically by a veterinarian of your own choice and at your expense. We can, if reSpecialised by you, provide details of

local equine veterinary practitioners and instruct one on your behalf but we take no responsibility for their advice or actions.

(b) If you choose to examine the livestock in its place of residence before, during or after sale and reSpecialists that we accompany you or your representative, you shall be responsible for all costs incurred by us involved in relation to travel, subsistence or otherwise.

(c) You shall be responsible for your own safety and the safety of your representatives at all times and, without prejudice to the foregoing, if you or your representative chooses to examine livestock by riding or otherwise, no responsibility for any injury thereby caused shall attach to us.

12. Payment, Transfer of Ownership and Risk

The Seller will require that the following conditions will apply to any purchase in which we act for you:

Deposit:

- There will be a deposit of 10% of the price payable immediately upon the agreement to purchase.
- The Deposit will only be refundable in the event that a veterinary report instructed by you recommends that the purchase should not proceed in which case the purchase shall be cancelled.

Payment

Payment of the balance of the price will be due

- Within seven working days of the date of agreement to purchase; or
- Where you commission a veterinary inspection within seven working days of the date of the report on that inspection; or
- As otherwise agreed between you and the seller:

In each case by a method agreed between you and the seller.

Risk

The risk of damage to or destruction of the livestock will pass to you at the moment the purchase is agreed. You should therefore note that you should insure the livestock from the moment of purchase or, if the purchase is conditional upon the outcome of a

veterinary report on the date of communication to you of the content of the report unless it results in the cancellation of the purchase.

Property

The ownership of the livestock will pass to you only on payment in full of the price.

13. Insurance

- (a) We will not insure any livestock. Insurance of livestock is your sole responsibility.
- (b) We shall not insure any vehicle which is used to transport you to view the livestock or transport the livestock.

14. **Transport and delivery**

In any purchase in which we assist:

- (a) You remain wholly responsible for the livestock for the period of any journey made by the livestock. We may recommend transporters if you so reSpecialists and will act for you by making a reservation with any transporter you wish but only at your reSpecialists and at your risk.
- (b) Where Import Regulations of the Country of Destination require Certificates relating to the health of the livestock, the cost of any necessary veterinary examination and/or tests shall be borne by you unless otherwise stated in any quotation given by us.
- (c) If the cost of freight or any insurance required to be effected by us is increased above the rate ruling at the date of quotation, the excess shall be payable by you.
- (d) We shall be under no obligation to forward any livestock until all charges associated with the transaction have been paid in full by you. Pending forwarding or delivery, the livestock may be held at any place at our sole discretion and the cost thereof shall be met by you.
- (e) Responsibility for registering the livestock with the Department for the Environment Food and Rural Affairs (DEFRA) and The British Association for the Purebred Spanish Horse (BAPSH) rests solely with you.

15. Circumstances Beyond our Control

In the event that the performance of any of the obligations undertaken by us is prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, shortage of fuel notwithstanding that we have taken all reasonable steps to procure the same, shortage of labour, break down or partial failure of vehicles, plant or machinery, acts, orders or regulations of Government, delay on the part of any independent sub-contractor or supplier, or any other cause whatsoever beyond our reasonable control then the time for such performance shall be extended for a reasonable period having regard to the effect of the delaying cause on such performance.

16. Limitation of Liability

- (a) We shall not be under any liability for any damage to, loss, deterioration, mis-delivery, delay in delivery or non delivery of livestock, nor for any instructions, advice, information or service given or provided to any person, whether in respect of the livestock or any other thing or matter, nor for any consequential or indirect loss, loss of market or consequences of delay.
- (b) We do not accept responsibility for gelding or any medical or other procedure of any kind undertaken on the livestock at your instruction.

17. Indemnity

- (a) You will indemnify us against all claims of any kind whatsoever brought by any person in connection with any matter or thing done, said or omitted in connection with the livestock.
- (b) You undertake that no claim or allegation shall be made against us which attempts to impose upon us liability in connection with the livestock and, if any such claim or allegation should nevertheless be made, to indemnify us against all consequences thereof. Without prejudice to the foregoing, our employees, sub-contractors or agents shall have the benefit of all the provisions of this contract benefiting us as if such provisions were expressly for their benefit and in entering into this contract we to the extent of these

provisions do so not only on our behalf but also on behalf of such employees, sub-contractors or agents.

18. **Disputes**

As you are instructing us as your agent, for the avoidance of doubt you should note that in the event of any dispute arising between you and the seller any remedy to which you may be entitled shall be exercisable only against the seller and not against us.

19. **Notice**

Any notice to be given under this contract shall be deemed to be properly served if it is delivered or forwarded by registered post to the registered office of the party who receive it or the usual or last known residence or place of business of such party.

20. **Website**

- (a) Use of this website and the information is entirely at the users risk. In no event can we be held responsible for any damages arising out of or related to this website.

- (b) This site may contain links to other sites on the internet that are owned and operated by third party. You acknowledge that we are not responsible for the operation of or content located in or through any such site.

21. Relevant Law

All agreements between us and our customers shall be governed by the Law of Scotland and the parties thereto shall be deemed to submit to the Jurisdiction of the Scottish Courts in respect of any actions arising from this contract or any breach thereof. Any such action shall commence and continue in the Courts of Scotland and the parties agree to be bound by the decision of these courts.