

CONDITIONS OF SALE*

Updated May 2019 This sale is held subject to the Conditions of Sale set out below, which have been specifically adapted for the *Goffs London Sale*.

All potential Vendors and Purchasers are advised to carefully read these Conditions. The Conditions of Sale in this Sale catalogue take precedence over any previously issued Conditions of Sale.

1 DEFINITIONS

- 1.1 Affiliate means any person that Controls Goffs, is Controlled by Goffs or is under common Control with Goffs.
- 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 Country Property Consultants Limited, 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 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.
- 1.6 Goffs means Goffs UK Limited.
- 1.7 Goffs Premises means Perks Field, Kensington Palace.
- 1.8 Horse-In-Training means any Lot that has started in a Race.
- 1.9 Lot means the horse which is to be sold and which has a Lot number in the Catalogue.
- 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 mean 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 means the highest bidder to whom a Lot is knocked down by Goffs or who purchases the Lot privately following the sale.
- 1.13 Purchase Price (as regards the Purchaser) is the price in pounds sterling at which the Lot was knocked down by Goffs 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.
- 1.15 Sale Price (as regards the Vendor) means the price in pounds sterling at which the Lot was knocked down by Goffs 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 office/s at Perks Field, Kensington Palace.
- 1.17 The Panel means one or more Veterinary Surgeon(s) appointed by Goffs.
- 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);

2 THE SALE

2.1 COMMISSION AND FEES

- 2.1.1 An entry fee is payable to Goffs by the Vendor for each Lot entered and catalogued. The fee is non-refundable upon publication of the Catalogue.
- 2.1.2 The Vendor will pay commission to Goffs equal to 1.5% of the Sale Price.
- 2.1.3 The Purchaser will pay commission to Goffs equal to 6% of the Purchase Price.
- 2.1.4 Goffs reserve the right to charge full commission of 7.5% from the Vendor in respect of any cancelled sale.
- 2.1.5 Goffs 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 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.
- 2.1.7 When a Lot is unsold the Vendor will pay to Goffs 2.5% of the reserve price if the reserve price exceeds £20,000.
- 2.1.8 A withdrawal fee of £1,000 is payable by the Vendor to Goffs in respect of 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.
- 2.1.9 All fees and commissions are subject to VAT at the appropriate rate.
- ### 2.2 BIDDING
- 2.2.1 The auction shall be conducted in pounds sterling. Subject to the discretion of the auctioneer, no bid shall advance less than £500 up to £20,000; £1,000 up to £50,000;

- £2,000 up to £100,000, £5,000 up to £200,000; £10,000 up to £500,000; £20,000 thereafter.
- 2.2.2 Should any dispute arise between two or more bidders, or between Goffs and any bidder, Goffs decision shall be binding on all parties. At Goffs' 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 Condition 2.1. All Lots are subject to a reserve price which shall either be the minimum selling price set by Goffs or any higher reserve price which Goffs 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 that a Lot entered in the Catalogue shall not be sold by the Owner before the Sale.
- 3.3 Goffs 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 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 Ltd. as a service to Goffs 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 Ltd. nor Goffs 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 present at the Sale 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 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. The Vendor undertakes to bear the cost of micro-chipping if any Lot is found not to be correctly microchipped by the conclusion of the Sale.
 (c) All Lots (after July 1st upwards) 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 may be withdrawn at Goffs discretion. 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 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 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 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 will pay to the Vendor the Sale Price of each Lot sold not earlier than 35 days after the last day of Sale or on such date as specified in the Entry Form or as agreed, subject to 3.7 above, and 3.9, 3.10, 3.11 below. Goffs are not under any obligation to place the sale proceeds on deposit prior to the Vendor's Application for Payment. Unless otherwise instructed by the Vendor, Goffs 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 and all payments are sent at the risk of the Vendor and Goffs 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 may refuse to make payment to the Vendor pending resolution of the dispute. In exercising this right, Goffs will incur no liability to any party, and no interest shall be payable by Goffs 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 reserve the right to withhold payment on that Lot until the Purchase Price has been received in full from the Purchaser.
- 3.11 The Vendor shall indemnify Goffs in respect of any loss, or liability suffered or costs disbursements or expenses incurred bona fide by Goffs by reason of bringing or defending any proceedings which arise directly or indirectly from any breach of these Conditions of Sale by the Vendor.
- 4. BASIS OF SALE**
- 4.1 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. Lots will be offered for sale in one of the following ways:
 (a) **HORSE-IN-TRAINING**
 With a Pre-Sale Veterinary Certificate, to which the following conditions shall apply:
 (i) The Lot shall be examined not earlier than 14 days prior to the Sale at the premises of its registered Trainer by a member of The Panel. For horses trained outside the United Kingdom the Lot shall be examined at a location as directed by Goffs.
 (ii) The examination will be a full clinical examination, with x-rays, to determine the Lot's suitability for racing.

- (iii) The Panel's certificate shall be deemed to be an expression of opinion by a duly qualified veterinary surgeon and shall not constitute a warranty.
 - (iv) The certificate will be made available to prospective purchasers by Goffs prior to Sale.
 - (v) For any Horse-In-Training, the Purchaser may request Goffs to instruct a member of The Panel to re-examine the Lot not more than 48 hours following the Sale, specifically for clinical examination. If the findings are at variance with the Pre-sale Veterinary Certificate the Sale may be cancelled at the discretion of the Purchaser. The Purchaser must make this request to Goffs within one hour of the fall of hammer or no re-examination is permitted.
 - (vi) the fees for all the Veterinary Examinations shall be borne by the Purchaser.
 - (vii) Fillies may be offered with a Breeding Certificate in addition to the Pre-Sale Veterinary Certificate.
 - (b) BROODMARE (with or without a foal at foot) With a Pregnancy Certificate dated not earlier than 14 days prior to the Sale which must be lodged in the Sales' Office by the Vendor prior to the Sale, and which will be read out by Goffs at the time of Sale. Where a Broodmare is sold with a Veterinary Certificate of Pregnancy, the Purchaser may request to have her re-examined for pregnancy by The Panel provided the Purchaser has notified Goffs within 60 minutes of purchase that a re-examination is required. If the Broodmare is found not to be as certified, the sale may be cancelled at the discretion of the Purchaser provided notice of cancellation is made by the Purchaser to Goffs no later than 1 hour after the Purchaser was notified by Goffs of The Panel's decision.
- (c) FILLY OUT-OF-TRAINING
With a Breeding Certificate dated not earlier than 14 days prior to the Sale which must be lodged in the Sales' Office prior to the sale, and which will be read out by Goffs at the time of Sale. Fillies or broodmares which are not in foal and which are offered for sale as Breeding Stock must be offered with a Breeding Certificate, except for two-year-old fillies, or broodmares that have foaled since the publication of the Catalogue and prior to the sale, where no warranty as to their suitability for breeding is given or implied. Where a Broodmare or Filly is sold with a Breeding Certificate, the Purchaser may request to have her re-examined for suitability for breeding purposes only by The Panel provided the Purchaser has notified Goffs within 60 minutes of purchase that a re-examination is required. If the Broodmare or Filly is found not to be as certified, the sale may be cancelled at the discretion of the Purchaser provided notice of cancellation is made by the Purchaser to Goffs no later than 1 hour after the Purchaser was notified by Goffs of The Panel decision.
5. BLOOD SAMPLING FOR PROHIBITED SUBSTANCES & PIROPLASMOSIS
- 5.1 NSAIDS (non-steroidal anti-inflammatory drugs or their metabolites)
- 5.1.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to Horses-In Training other than those declared to run within five days of the Sale.
- 5.1.2 Where NSAIDS are referred to in a certificate signed by an independent veterinary surgeon and read out by Goffs 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.
- 5.1.3 A Purchaser may ask for a blood sample to be taken from a Lot for the purpose of testing for NSAIDS when signing the Acknowledgement of Purchase Form in accordance with Condition 9.5. Any Lot may be tested for Prohibited Substances within 48 hours of the Sale, in accordance with Condition 5.2.1. The Purchaser shall be responsible to Goffs for the costs and expenses of taking and testing the sample unless the sale is cancelled under this Condition, in which case Condition 5.2.8(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.
- 5.1.4 If a blood sample has already been taken by the Panel at a pre-sale veterinary examination, this may be used for the purpose of testing for NSAIDS.
- 5.1.5 Where a Purchaser instructs Goffs to take and test 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.
- 5.1.6 If a blood sample cannot be taken from the said Lot (notwithstanding that the Panel has used such reasonable endeavours as are commensurate with the circumstances) the Sale may be cancelled at the Purchaser's discretion.
- 5.1.7 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 by 5pm on the seventh calendar day after the Purchaser was notified by Goffs of the result.
- 5.1.8
- (a) Where a Purchaser elects to return a Lot in accordance with this Condition Goffs 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 by 5pm on the seventh calendar day after the Purchaser was notified by Goffs of the result.
 - (b) Upon Goffs having acknowledged receipt of the Purchaser's notice in accordance with Condition 5.2.8(a) hereof Goffs 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 in accordance with Condition 5.2.8 (b) hereof. For the avoidance of a doubt, in any case where Goffs 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 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 on invoice its charge for taking the sample, having it analysed under this Condition.
 - (iii) indemnify Goffs against all costs claims demands actions and expenses out of or in connection with its decision under this Condition.
- 5.2 PIROPLASMOSIS
- 5.2.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to all Lots other than

- those declared to run within five days of the Sale.
- 5.2.2 Where a Lot is described without qualification as positive for Piroplasmosis in a certificate signed by an independent qualified veterinary surgeon and read out by Goffs at the time of the Sale the Condition will apply but the Lot shall not be returnable to the Vendor. Where a Lot is not so described, the Lot shall be returnable to the Vendor in accordance with this Condition where Goffs decides in its absolute discretion that a blood sample taken from the said Lot in accordance with this Condition and tested in accordance with the Böse test for Piroplasmosis under OIE Protocol using a Piro IFAT test (“the Prescribed Test”) contains the specified levels of either Theileria equi or Babesia caballi.
- 5.2.3 A list showing the specified levels for Theileria equi and Babesia caballi is available upon request made to Goffs and Purchasers and Vendors are advised to check the current specified levels before purchasing or entering a Lot for sale.
- 5.2.4 A Purchaser may ask for a blood sample to be taken from a Lot for the purpose of testing for Piroplasmosis when signing the Acknowledgement of Purchase Form in accordance with Condition 9.5. The Purchaser shall be responsible to Goffs for the costs and expenses of taking and testing the sample unless the said sample is found to be positive in accordance with Condition 5.3.2 in which event the Vendor shall be responsible for such costs and expenses. (For the avoidance of doubt, any sample not found to be negative shall be deemed to be positive.) Failure to request a test for Piroplasmosis under this Condition will be an absolute bar to the Purchaser returning the Lot under this Condition.
- 5.2.5 If a blood sample has already been taken by the Panel at a pre-sale veterinary examination, this may be used for the purpose of testing for piroplasmosis.
- 5.2.6 If a blood sample cannot be taken from the said Lot (notwithstanding that the Panel has used such reasonable endeavours as are commensurate with the circumstances) the Sale may be cancelled at the Purchaser’s discretion.
- 5.2.7 Goffs shall exercise its absolute discretion in making a decision under Condition 5.2. Goffs decision shall be final and binding on both Vendor and Purchaser and Goffs shall not be responsible for any loss or expense incurred by any party arising out of its decision.
- 5.2.8 The Purchaser expressly acknowledges that, although there are other methods of testing for Piroplasmosis, a Lot is only returnable to the Vendor if it is decided by Goffs that the sample taken from a Lot and tested using the Prescribed Test contains the specified levels of either Theileria equi or Babesia caballi. The Purchaser further acknowledges that the presence of either Theileria equi or Babesia caballi in the sample at levels below the specified levels is not a ground for return of a Lot to the Vendor, in which instance the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.
- 5.2.9 Where a Purchaser instructs Goffs to take and test a blood sample the said Lot shall not be removed from the United Kingdom, Ireland or France 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.
- 5.2.10 Where a sample is found to be positive the Purchaser may elect to return the Lot to the Vendor providing such election is made to Goffs by 5pm on the seventh calendar day after the Purchaser was notified by Goffs of the result.
- 5.2.11 Where a Purchaser elects to return a Lot in accordance within this Condition Goffs 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. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the Purchaser in connection with this Lot. subject to Condition 5.2.9.
- 5.3 FURTHER SAMPLING
Nobody may remove a sample of hair, blood or any other testable material from any Lot while on Goffs Premises, without specific permission from the Vendor. No sample of hair, blood, urine or other testable material from any Lot, other than those described in Condition 5 shall be used as reason for the return of any Lot.
- 5.4 No Lot may be returned for the reasons set out in Condition 5.2 if it has raced following the Sale.
6. ENGAGEMENTS
6.1 A Lot is sold with engagements as given in the Catalogue, or announced at the time of Sale. Goffs 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 do not warrant that a Lot is eligible for participation in the Plus 10 or any other breeders’ scheme
- 6.3 If a Lot is offered for sale with a supplementary entry to any race that has not been declared on the catalogue, Goffs reserve the right to deduct from the Vendor’s proceeds of sale any costs that may be outstanding to the relevant racing authority in respect of race entry fees.
7. PRIVATE SALES
7.1 Any sale concluded between a Purchaser and a Vendor within seven calendar days following the last day of the Sale at which the Lot was unsold or bought in by the Vendor shall be subject to the 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. The terms of Condition 9 below will apply to the Purchaser.
- 7.2 Where Goffs accepts the transfer of a Lot from the Purchaser to a third party, the appropriate Private Sale Form must be completed. 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 conditions 8.2 below.
- 8.2 Any Lot tested for Prohibited Substances and Piroplasmosis under the terms of Condition 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.
- 8.3 Subject to Condition 8.4 and 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 later of the full Purchase Price has been paid to Goffs or it is clear to Goffs that the Lot is not returnable or is not required to be returned pursuant to these Conditions of Sale, at which stage title in the Lot passes to the Purchaser.
- 8.4 Where Goffs have paid out the Vendor in accordance with Condition 3.8 above, before having received the Purchase Price in full from the Purchaser, title of the Lot will vest in Goffs.
- 9. PURCHASERS**
- 9.1 All purchases are subject to 6% buyer's commission as outlined in Condition 2.1.3.
- 9.2 Goffs 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 Conditions of Sale and are subject to any announcements that may be made by the Auctioneer. A Vendor may call upon Goffs to amend the Catalogue description at the Sale and it is the Purchaser's responsibility to ensure he hears any announcement made by the auctioneer as a consequence. The information on the Goffs notice board, website and announcement boards is for guidance only and Goffs is not liable for any error or omission from such information.
- 9.4 All certificates referred to in the Catalogue will be available for inspection 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.
- 9.6 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 midday on the day following the Sale. Prior to the Sale Goffs 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 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 and both the Purchaser and his principal shall be jointly and severally liable under these Conditions.
- 9.8 Where the Purchaser notifies Goffs after the Sale that a Lot has been bought on behalf of another and asks Goffs to invoice that person ("the Nominee"), Goffs (at its absolute discretion) may agree to do so on the basis that the Purchaser 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' 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. 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 will demand that the Purchase Price is paid in full in accordance with Condition 9.6 unless the Vendor has notified Goffs in writing that the sale has been cancelled, in which case Condition 2.1.4 shall apply.
- 10. GOFFS RIGHTS/ EXCLUSIONS AND LIMITATIONS**
- 10.1 Goffs reserve the right to exclude or remove any person or animal from Goffs premises without giving any reason.
- 10.2 Goffs, as Agents for the Vendor, 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 fix a minimum price at any or all Sales.
- 10.3 Goffs 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 who act as Agents between Vendor and Purchaser and shall not be liable as a Party in any action or dispute between them.
- 10.4 Goffs reserve the right to charge interest on unpaid accounts at 1.5% per month or part thereof on all accounts which are unpaid 21 days after the last date of the Sale.
- 10.5 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 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 during such period of retention. Such lien may be exercised in respect of any other sum due by the Purchaser to Goffs. Goffs 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' Premises then Goffs 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 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.
- 10.6 Goffs 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 may for such purpose convert or exchange any currency.
- 10.7 Any exercise by Goffs of its rights under Condition 10.6 shall be without prejudice to any other rights or remedies available to Goffs under these Conditions or otherwise.
- 11 COMPLAINTS PROCEDURE**
The Complaints Procedure applies only in the circumstances set out in Condition 12 below. For the avoidance of doubt, the clinical examinations in Condition 4 above do not apply to this Condition 11 as those examinations are dealt with by the Panel.
- 11.1 A Purchaser wishing to invoke this Condition must do so by informing Goffs in writing by 5.00 pm on the seventh calendar day after the Lot was purchased giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon.
- 11.2 The complaint shall be dealt with by Goffs, or their appointee, which may be a veterinary surgeon deemed appropriate by Goffs, at such time, at such place and in such manner as Goffs deems appropriate. The decision of Goffs on the complaint shall be final and binding on both the Vendor and the Purchaser. Goffs 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 Goffs 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 decision to cancel the sale (if appropriate).
- 11.5 If any Lot has been removed from Ireland or the United Kingdom prior to the Purchaser making a complaint, it will be the Purchaser's responsibility to transport the lot at their cost within five days to a referee in Ireland, the United Kingdom or France as appointed by Goffs.
- 11.6 No Lot may be returned for the reasons set out in Condition 12 if it has raced following the Sale.
- 12 LOTS RETURNABLE**
- 12.1 The Complaints Procedure set out in Condition 11 above will only apply if the information in 12.1 below is not stated in the Catalogue or is not 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 (which may be so described by the auctioneer, or on the bid board, as a rig).
- 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 operated on for the correction of wind-sucking as defined above; or
 - 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
 - is a boxwalker (i.e. frequently walks either backwards and forwards or round and round the box repeatedly in an aimless manner)); or
 - 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
 - has impaired vision or injury to the eye; or
 - is a wobbler ; or
 - has been unnerved
- 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 be liable to either party in connection with such dispute.
- 13.2 Where Goffs are brought in as a party to any dispute despite 13.1 above, Goffs 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 the Goffs Premises on which the Sale takes place, whether before, during or after the Sale shall be deemed to be there at their own risk and Goffs exclude liability in respect of any injury sustained by any of them or for any loss or damage to property which may occur from any cause whatsoever, save that nothing in this sub-condition shall be taken to exclude or restrict liability at law for death or personal injury to any person arising from Goffs' negligence.
- 14.2 Goffs accept no liability for any, disease, accident, loss or fatal or non fatal injury caused to a Lot (including death, theft or injury) or caused by any Lot while it is being moved by Goffs employees, agents or subcontractors between yards and Goffs Premises or at any time whilst it is on Goffs Premises. Provided always, that nothing in this sub-condition shall be taken to exclude or restrict Goffs' liability at law for death or personal injury to persons arising from Goffs' negligence.
- 14.3 All lots must wear a headcollar at all times on Goffs premises. Where a Vendor is found to have left a Lot without a headcollar after the Sales, Goffs will supply a headcollar at the Vendor's expense.
- 14.4 If any Lot is ridden at any time in conjunction with the Sale, the rider must wear an approved helmet and back protector. 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 reserve the right to add, alter or otherwise modify these Conditions of Sale.
- 15.2 These Conditions of Sale form the entirety of the agreement between

Goffs, 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.

- 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 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 rights of Goffs 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 under these Conditions of Sale, it must be made in writing and sent by first class post or facsimile to the Goffs office or emailed to sales@goffs.ie. Any notice required to be given by Goffs 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.

APPENDIX ONE

VENDORS SALES REQUIREMENTS

ALL Lots are required to have the following:

A.1.1 HORSES IN/OUT OF TRAINING

- Passport,
- Intra-Community Health Certificate (dated within 14 days of sale) (if present at the sale)
- Up-to-date flu vaccinations in accordance with A.1.6
- CEM & EVA Certs required for fillies offered with Soundness for Breeding Certificate in accordance with Conditions A.1.4 and A.1.5

A.1.2 BROODMARES (IN FOAL)

- Passport (A pregnant mare must be registered with Weatherbys as a "broodmare")
- Intra-Community Health Certificate (dated within 14 days of sale) (if present at the sale)
- Vaccination against Equine Herpes Virus (EHV-1, EHV-4). All pregnant mares will require to have been vaccinated against EHV in the 5th, 7th and 9th month of pregnancy and details recorded on the mare's passport. Pregnant mares will not be admitted to Goffs Premises without EHV vaccination certification.
- Covering Certificate
- Pregnancy Certificate (date within 14 days).
- CEM (Contagious Equine Metritis) Certificate in accordance with A.1.4
- EVA (Equine Viral Arteritis) Certificate dated in accordance with A.1.5

A.1.3 FOALS (sold at foot or weaned)

- Passport
- Intra-Community Health Certificate (dated within 14 days of sale) (if present at the sale)

A.1.4 CONTAGIOUS EQUINE METRITIS (CEM): 1 swab from Clitoral Fossa taken within 30 days of sale - to be negative for CEM.

A.1.5 EQUINE VIRAL ARTERITIS (EVA): A blood sample taken within 30 days

of sale to be negative for EVA. Animals that have had a positive result in the first test will

need confirmation that a second test was taken, and that the result was either negative, or positive with a stable or declining titre. No broodmare or filly without an EVA Certificate will be allowed entry into Goffs Premises.

A.1.6 FLU VACCINATIONS: 2 primary injections to be given not less than 3 and not more than 13 weeks apart. If time permits a booster injection should be given not less than 5 and not more than 7 months apart. A further injection should be given every year. All vaccinations should be recorded on the Passport.

A.1.7 Vendors of Lots coming from overseas must apply to their Stud Book Authority for Export Certificates to be forwarded to Weatherbys.

APPENDIX TWO

THE BLOODSTOCK INDUSTRY

CODE OF PRACTICE

The Code of Practice sets out the principles which apply to all sales of bloodstock and sales of stallion shares and nominations, be they private sales or sales at public auction. The intention is to ensure that sales of bloodstock in Britain not only comply with the law, but operate to the highest standards of integrity and transparency, and safeguard the interests of vendors, consignors, bloodstock agents, owners, trainers and the sales companies.

DEFINITIONS

"Agent" means any trainer, consignator, bloodstock agent, racing or stud manager or other person or entity who represents a Principal in the sale or purchase of bloodstock, stallion shares and nominations, whether the Agent is paid by way of retainer, commission

or other forms of remuneration, or has ongoing financial arrangements (for example the payment of management or training fees), or not.

"Principal" means a person or entity who appoints an Agent to act as agent on his behalf in the sale or purchase of bloodstock, stallion shares and nominations as in the definition above. For clarification, words importing the masculine gender shall include the feminine.

CODE

1. An Agent owes a duty to his Principal to act at all times in accordance with his Principal's best interests.
2. An Agent shall not place himself in a position where personal interests conflict with the duty to his Principal. In particular, an Agent shall not use his position to benefit from a secret payment or secret profit, which means any payment or benefit in kind received by an Agent that is not disclosed to his Principal.
3. When an Agent acts as a vendor or part-vendor and sells or intends to sell any horse in which he has an interest to a Principal, or intended Principal, the Agent must disclose to his Principal, before completion, the full extent of that ownership or interest and the benefit to be derived from that transaction.
4. If an Agent acts for more than one Principal in a transaction (which might be both the vendor and purchaser), the Agent can only do so if he has first disclosed this fact, before completion, to all his Principals, and obtained their consent.
5. An Agent must notify his Principal, wherever possible in advance, when a conflict of interest could arise, such as transactions involving third parties with whom he has a retainer transactions where he is aware he will benefit from a third party, or transactions concerning horses which he has previously purchased or been involved with.

6. An Agent shall disclose to his Principal and, if required, account to his Principal for any Luck Money paid to him or on behalf of a vendor. "Luck Money" means any financial payment or payment in kind made by or on behalf of a vendor to a Purchaser or his Agent, after the sale of a horse has been concluded. The practice of giving and receiving Luck Money shall be entirely voluntary, transparent and should be disclosed to all appropriate parties by the recipient. A vendor has no obligation whatsoever to pay Luck Money and the non-payment of such should not prejudice any further business activity.
7. If an Agent receives an offer to purchase a horse he must relay that offer in its entirety to his Principal and respond in accordance with the Principal's instructions.
8. A vendor must not offer any secret payment or secret profit to any person whom he believes to be an Agent acting for a prospective purchaser.

DISPUTE RESOLUTION

9. Any dispute arising out of an alleged breach of the Code of Practice should be reported by a complainant to one of the following trade bodies or to the appropriate Sale Company in the first instance:

Federation of Bloodstock Agents

Geoffrey Howson (01451 860428)

National Trainers Federation

Rupert Arnold (01488 71719)

Racehorse Owners Association

Dena Arstall (020 7408 0903)

Thoroughbred Breeders Association

Claire Sheppard (01638 661321)

Goffs UK

Nick Nugent (00353 45 886600)

Tattersalls

Gavin Davies (01638 665931)

A complainant shall provide written evidence of the alleged breach of the Code to the relevant trade body or the Sale Company in support of the allegation. The Sale Company or the trade body will conduct its own investigation and may seek to mediate, or may advise the complainant of their right to pursue the complaint through the courts. The commencement of a mediation will not prevent the parties commencing court proceedings.

DISCIPLINARY PROCEEDINGS UNDER THE RULES OF RACING

10. If the British Horseracing Authority is satisfied there has been a breach of this Code of Practice, it is likely to consider this to be contrary to the integrity, proper conduct or good reputation of horse racing, and the persons involved, whether bound by the Rules of Racing, or not, may be banned from British racecourses and other licensed to conduct business with licensed individuals.

This Code of Practice has been drawn up & published by the following organisations:

The British Horseracing Authority, Goffs UK Ltd, Federation of Bloodstock Agents, National Trainers Federation, Racehorse Owners Association, Tattersalls Ltd, Thoroughbred Breeders Association and endorsed by the Society of International Thoroughbred Auctioneers.



GOFFS UK GOODWOOD SALE

'GLORIOUS' QATAR GOODWOOD FESTIVAL

AFTER RACING

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