

**Lawrie & Symington**

**THE FORFAR MART**



**MONDAY 2<sup>nd</sup> MAY 2016**

**SALE OF**

**ALL CLASSES OF HORSES & PONIES**

**ALSO**

**SALE OF TACK, HORSE BOXES & TRAILERS**

**SALE OF TACK TO COMMENCE AT 10.30 AM.**

Followed by Horses, Ponies, Horse Boxes & Trailers

**ALL ENTRIES MUST BE WITH THE AUCTIONEERS BY  
FRIDAY 22<sup>nd</sup> APRIL 2016  
TOGETHER WITH THE ENTRY FEE OF £10.00 PER HORSE**

**LATE HORSE ENTRIES WILL BE TAKEN ON DAY OF SALE  
WITH AN ENTRY FEE £15.00 PER HORSE**

**CLASSES**

**Class 1 – Seasoned Hunter Over 14.2hh**

**Class 2 – Seasoned Pony Under 14.2hh**

**Class 3 – Unbroken Horse Over 14.2hh**

**Class 4 – Unbroken Pony Under 14.2hh**

**Class 5 – Heavy Horse & Highland**

## **COMMISSIONS & CHARGES**

The following sums shall be payable by the Vendor to the Company:-

1. Non returnable entry fee of £10.00 per horse to be paid at time of entry.
2. Late entry fee of £25.00 (non returnable)
3. All animals will be sold in guineas, with commission deductible at the rate of 5p in the guinea.
4. Upon each animal sold privately, 5p in the guinea.
5. Upon each animal sold but returned for breach of warranty, 5p in the guinea
6. All other commodities will be subject to commission @ 10% + VAT @ 20%.
7. An entry fee of £10.00 per horse box, trailer or cart to be paid at time of entry.

A vendor who sells an animal privately on the day of sale, whether before or after it has passed through the sale ring, shall book the transaction with the company and the purchase money shall be paid in full to the company.

The company will deduct the full amount of the commission before accounting to the vendor.

In the event of a vendor failing to comply with the provisions of the last proceeding paragraph of this company he shall be liable to pay the company the commission in full, and any costs which the company may incur in obtaining payment thereof.

### **PASSPORTS**

No Horse will be sold without a relevant passport.

All horse passports must be handed into the office prior to the sale.

### **TERMS OF PAYMENT**

CASH or CHEQUE or DEBIT/CREDIT CARD. Credit Cards will have a 2% charge added to payment.

### **ORDER OF SALE**

SALE of TACK followed by SALE OF HORSES, PONIES, BOXES & TRAILERS

Late entries will be sold at the end of the sale of the catalogued horses.

Lots missing their turn will be sold at the end of the sale.

Lots subject to V.A.T. will be marked V.A.T. in the catalogue

## **CONDITIONS of SALE – GENERAL**

The company will intimate, either by advertisement or otherwise the closing date for each sale.

The company reserve the right to offer for sale last, any animal entered by a dealer without regard to the balloted sale order.

Each vendor must provide him/herself with a catalogue and satisfy him/herself that his/her animal (s) are correctly described, except as to the height stated. If his/her animal is incorrectly described in the catalogue the Vendor shall give notice thereof to the company before or at the time of sale, otherwise such description shall, as between the company and the vendor be deemed to be correct.

A vendor is not allowed to bid either directly or indirectly for his/her own animal, but the vendor has the right to fix a reserve price and to withdraw his/her animal, should the highest bid not equal or exceed that price.

The highest bidder, whose bid the company is prepared to accept, shall be the purchaser, provided that his bid equals or exceeds the reserve price fixed by the vendor.

If any dispute arises between bidders as to who was the highest bidder for any animal, the animal shall immediately be put up again and re-sold.

- i. Each animal shall be at risk of the **Vendor** until the **Purchaser** has taken delivery
- ii. and thereafter shall be at the risk of the **Purchaser**

The vendor shall provide a competent attendant who shall remain in charge of the animal until the purchaser has taken delivery.

If the vendor fails to comply with the last proceeding paragraph of the condition, the company may make an extra charge of £5.00 per animal against the vendor, provided always that failing any agreement with the vendor to the contrary the purchaser shall be bound to take delivery of the animal within half an hour after the conclusion of the day's sale, and after that period shall have elapsed the vendor shall, on making a report to the company's office, be relieved of the responsibility for the care of the animal. The company undertakes no responsibility whatsoever for the care of animals whilst upon the company's premises and shall not under any circumstances be liable either to the vendor or the purchaser with regard thereto, or for any injury or damage which an animal may sustain while upon the company's premises.

Animals to be halter led where possible. No animal to be 'driven' on auction company premises unless accompanied by auction mart employees.

No animal shall be taken away from the company's premises without the written consent of the company.

Horses offered for sale must be accompanied by a valid passport.

## **WARRANTIES**

No warranty is given as to height.

An animal sold for life or at a price not exceeding 500 guineas is not warranted in any way, and is not returnable.

Subject to the following hereof, the vendor warrants his/her animal to be:-  
According to the description given in the catalogue.

All horses offered for sale by the Auctioneers must be sound in wind, eyes, heart, and action (also free from any substances capable of affecting his performance or soundness), unless expressly stated otherwise.

Horses described as 'Hunters' must also be quiet to ride in traffic and capable of being hunted, horses described as being 'Hacks' must also be quiet to ride in traffic, horses described as quiet to ride/and or quiet to drive must also be quiet in traffic; and riding ponies of 14.2 hands or under must be quiet to ride in traffic and manageable by a child of average competence and age appropriate to the size of the pony. Draught horses described as 'quiet and good workers' shall be interpreted as follows:- The horse being harnessed to a suitable vehicle or implement must draw the same away in an ordinary manner, that is to say without rearing, jibbing, kicking or bolting.

If the animal is a mare, filly or gelding unless otherwise stated in the catalogue or declared by the auctioneers at time of sale: and if a male when foaled and other than a foal when offered for sale, properly castrated unless otherwise stated in the catalogue or declared by the auctioneers at the time of sale. Subject to the provisions hereinafter contained, an animal which fails to comply with the warranties set out shall be returnable and shall be taken back to the vendor.

**48 John Street**

**Forfar**

**DD8 3EZ**

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Lawrie & Symington Ltd

THE FORFAR MART

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**HORSE TACK ENTRY FORM**

Sale Date: \_\_\_\_\_ Date Received \_\_\_\_\_

**BLOCK CAPITALS PLEASE**

Lot No Office use	TACK	Res Price		Lot No Office use	TACK	Res Price

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

POSTCODE: \_\_\_\_\_ TELEPHONE No: \_\_\_\_\_

V.A.T. Yes/No VAT Reg No (if applicable) \_\_\_\_\_

SIGNATURE on behalf of FORFAR MARKET: \_\_\_\_\_

CUSTOMERS SIGNATURE: \_\_\_\_\_

NOTE: For small items, please indicate sale lots as there is a minimum sale commission or unsold fee of £1.00 per lot. All goods sold in accordance with Lawrie & Symington conditions of sale.  
All goods entered for sale at owners risk and declared to be the sole property of vendor.  
Reserve prices must be clearly stated on the entry form. Lawrie & Symington staff will decide on re-entering or disposal of all unreserved or unsold items unless clearly marked with a \* . A storage charge will be due for items uncollected one week after sale date.

MONDAY 2<sup>nd</sup> MAY 2016  
HORSE ENTRY FORM

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTCODE: \_\_\_\_\_

TEL No: \_\_\_\_\_

**BLOCK CAPITALS PLEASE**

CLASS	DETAILS	AGE	COLOUR	HEIGHT

*Please make cheques payable to Lawrie & Symington Ltd*

No of Entries	Entry Fee Enclosed

**ENTRIES CLOSE FRIDAY 22<sup>nd</sup> APRIL 2016**