

Brightwells

Est. 1846



Malvern Performance Horse & Pony Sale

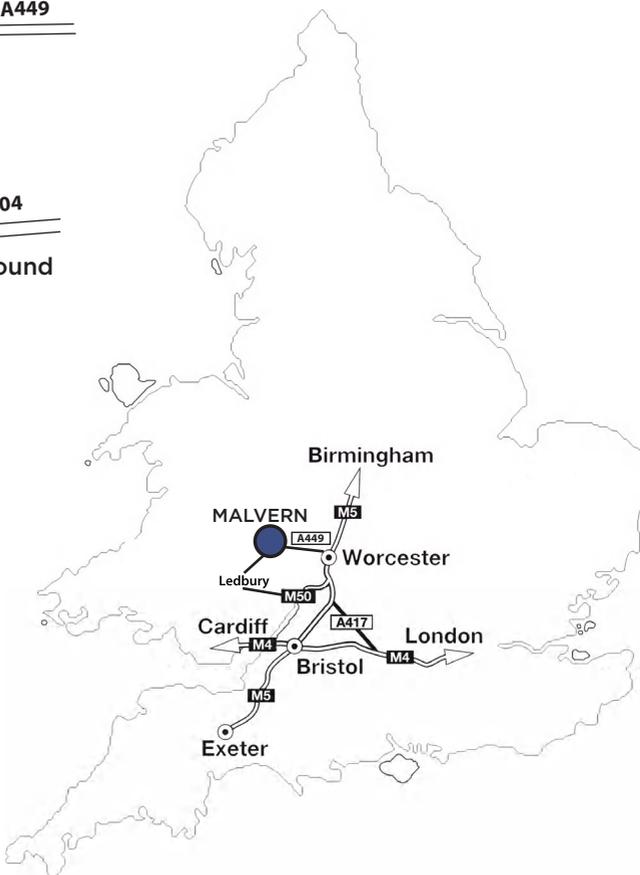
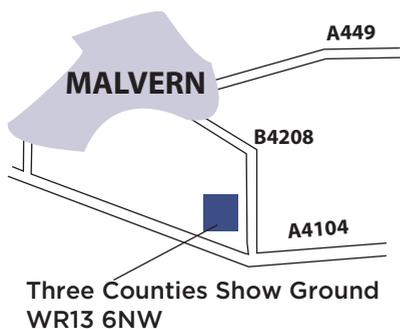
Wednesday 22nd March 2017

At The Three Counties Show Ground,
Malvern, WR13 6NW

The country's leading Sport
and Riding Horse sale

01568 619777 | brightwells.com

Location Map



For further information please call 01568 619777
or email: horses@brightwells.com

Brightwells Auctioneers, Horse and Pony Dept.,
Easters Court, Leominster, Herefordshire, HR6 ODE
Fax 01568 619710

MALVERN PERFORMANCE HORSE & PONY SALE

Conduct of Sale

Performance & Viewing Period 8.00 am onwards.

Sale Commences 11.30 am

PASSPORTS NOTES

The Horse Passports (England) Regulations 2004 state that 'after 28th February 2005 no person shall sell a horse without a passport'. All Horses and Ponies entered at Brightwells Sales after February 28th 2005 must travel to the sales with their Passport, except foals sold at foot which are under 6 months old. The passport must be surrendered to the Auctioneers on arrival at the sale site. If no passport is presented we will be unable to offer that entry and all entry fees will be forfeited. The authenticity and accuracy of each entry's passport is the sole responsibility of the vendor. Any inaccuracies that may occur should be dealt with between the vendor and purchaser. For full details on The Horse Passports (England) Regulations 2004 please contact DEFRA on 0207 9048164 or via the website www.defra.gov.uk.

IMPORTANT

All persons attending do so entirely at their own risk. Horses can be dangerous, especially when handling those with which you are not familiar. Please do not enter those areas and walkways reserved for horses. Riders must wear hard hats at all times on the showground.

There will be a £3 parking fee at this sale.

DOGS MUST BE KEPT ON LEADS AT ALL TIMES

Wednesday 22nd March 2017

Sale day Telephone numbers: 07778 110 837

General Information

Situation

The Sale will be held at the Three Counties Showground, Great Malvern, WR13 6NW. The site is signed from the Motorway and all major roads. All boxes and cars enter through the Yellow Gate.

Delivery/ Stabling

Loose boxes will be available for all Lots from 5.00pm on the Tuesday evening - gates are open until 9.00p.m. All those vendors arriving in the evening are warned that not all stables have lighting and that certain areas, in and around, the stable facility are unlit. You are advised to bring adequate torches or illumination if arriving the night before. The stable gates will re-open at 7.30am. Please note there will be no admittance outside these hours. Lots must be on sale premises by 10.00am on day of sale. All box allocations will be dealt with by The Stable Manager, Mr. Derek Morgan (Tel: 07798 881345). The Stable Manager's office is at the end of the Brightwells Stable Blocks. Straw will be available. Hay, water buckets and mangers are NOT supplied by the Showground. We regret that under no circumstances will stabling be made available for horses not entered for the sale. Please ensure that your lot has adequate food and water throughout the sale day.

Viewing

Ridden Horses will show their paces and ability in the Trials Area between 8.00am and 11.30am. It is hoped that all Vendors will make full use of the trial grounds and jumps to show their horses to the best advantage. Trial rides for any prospective purchaser may be offered at the vendor's discretion, on the understanding that all risk and responsibility for any incidents or accident are at the risk of the trial rider and not with the vendor, vendor's agent or the auctioneers.

Veterinary Procedure

All entries are sold subject to veterinary re-examination on the day of sale (unless sold for £1000 or less when they will be sold as they stand). In addition, vendors may, if they wish, provide a pre-sale veterinary certificate. The pre-sale veterinary certificate does not constitute any warranty and all horses are still subject to post-sale veterinary examination on the day of sale if required by the purchaser. Any pre-sale veterinary certificates will be lodged with the Auctioneers and will be available for purchasers to view on the day of sale.

Reserve Prices

Unless written instructions are lodged with the Auctioneer on the form provided, lots will be sold without reserve.

Commission Bids

Should any prospective purchaser be unable to attend the sale the Auctioneers will personally be pleased to execute Commissions on their behalf at no extra charge, Lots being obtained as cheaply as other bids allow.

Private Sales

All private sales made on the Sale Day must be booked through the Auctioneers.

Pass Outs

No Lots will be allowed to leave the Sale Premises until a Pass Out has been obtained from the Office. In the event of labels missing from Lots, these will not be allowed to leave until identified to the satisfaction of the Auctioneer's Representative.

Commission Fees/ Buyer's Premium

Horses will be sold in Pounds (£) Sterling. Vendors will be deducted a commission of 6% plus VAT or £50 +VAT, whichever is the greater. 10% plus VAT Buyers Premium will be added to Purchasers account.

Purchaser Registration and Payment terms

Purchasers will be required to pre-register and obtain a buyer's number. All Lots must be paid for prior to collection. Cheques will only be accepted from persons previously known to the Auctioneers, unless arrangements are made with Barclays Bank Business Centre, Hereford. Cash and all major credit cards are accepted. For those paying by Credit Card (other than debit and switch cards) a 3% (plus VAT) Bankers Charge will be added to all purchasers accounts.

Clearance

All lots, whether sold or not, must be removed from the Showground before 5.30pm on the day of Sale. Any lots left after this time will be locked in their stables and overnight charges will be made to the Purchaser or Vendor, unless prior arrangements are made with the Auctioneer and Three Counties Showground.

Registrations

Registration has been checked by the Auctioneers on Vendors information only. They are believed to be correct but responsibility is entirely the Vendors.

Amenities

A list of Hotels and Guest Houses is printed in the Catalogue. For those staying on the Showground, hot showers will be available in the toilet blocks.

Catering

Hot and cold meals together with snacks will be available from 8.30 am.

SOUNDNESS CONDITIONS OF SALE

This sale is held under the Conditions of Sale printed herein, with the important proviso that warranties as to Veterinary Correctness cease to have effect once the Horse has been removed from the Sale Premises.

An independent panel of Veterinary Surgeons will be pleased to examine lots on behalf of Purchasers, at a Fee of £200.00 including VAT for a full vetting or £80 including VAT for a part vetting payable in advance of the vetting and paid directly to the vet by either cash or cheque. The full examination will include blood being taken. With the important proviso that if any Horse fails the Veterinary Examination the Vendor has the right to request a second opinion by the Chief Veterinary Surgeon at a fee of £25.00 including VAT Whose opinion shall be binding on both Vendor and Purchaser.

PROCEDURE

1. Purchasers must submit in writing to the Veterinary Office - situated at the end of the stables, application on the appropriate form, that they require examination within one hour of the time of purchase.

Note: Time is of the essence - late applications will result in loss of warranty

2. Payment will be required in advance. If payment need be added to purchaser's account, please notify sales office as soon as possible after purchase.
3. Examination will only take place on production of written authorisation from the Veterinary Office.
4. Vendors should consult the Sales Office and board exhibited outside the Veterinary Office, which will list those lots for which examination has been requested and arrange for presentation at examination.
5. Whilst Lots are the responsibility of Purchasers from the Fall of Hammer - Vendors are responsible for producing the Horse for examination, providing all Tack, Equipment and if necessary a Rider.
6. Should the Veterinary Surgeon acting on behalf of the Purchaser find that the horse is in his/her opinion returnable under the Conditions of Sale, the Auctioneers' retained Veterinary Surgeon will then be called to examine the horse on behalf of the Vendor, and to make a joint decision as to whether or not the horse complies with the catalogue description.
7. Commission at half the standard rate will be charged on all returned Lots.

PURCHASERS PLEASE NOTE: (VETERINARY EXAMINATION)

The Veterinary Surgeons in attendance do not consider it advisable to test very young horses for wind unless they have been previously lunged.

NOTE: Veterinary Examination are to safe guard all parties. Time consuming procedures will be expedited if both Purchaser and Vendors ensure that they are present and have the Horse ready for inspection when called. Immediate registration of requirement of Examination is strongly advised.

Our Conditions of Sale have, after consultation with Veterinary and other experts, been updated in accordance with modern trends and legislation. The aim is to provide even more protection to both Vendor and Purchaser

Please note: Half commission is payable by the vendor on all horses turned down by the Veterinary Panel whatever the reason.

SPECIAL NOTICE TO VENDORS:

You have signed an undertaking not to sell your Lot(s) prior to the day of sale. We trust that everyone will abide with this rule as withdrawals only mean wasted journeys and disappointment for potential buyers.

A penalty of £100 plus full commission on Reserve Price and debarment from future sales will be levied on those in breach. This penalty also applies for sales made privately on the sale premises and not booked through the Auctioneers.

Please Note: All Lots will be checked in through the gates and only permitted to leave with the appropriate pass from the Office. **The Auctioneers reserve the right to random blood test any horse for prohibitive substances.** Any vendor's animal showing signs of coughing or other contagious & infectious disease symptoms may be asked by the veterinary surgeon to remove the Lot immediately.

ADDITIONAL CONDITIONS OF SALE

Vendors please note the following Supplementary Conditions (to be drawn to your attention by order of HM Customs and Excise).

HM Customs and Excise Rules

Would all Vendors note that we (Brightwells) will raise a self-billing Tax Invoice for the proceeds of any goods in this or any other Sale held by us? It is a Customs and Excise requirement that this is the only Tax Invoice raised for those items.

We must have your VAT Registration Number (where appropriate) together with your name and address for inclusion on any self-billing Tax Invoice raised by ourselves.

You must notify us immediately if your VAT Registration Number is cancelled or if you are issued with a new VAT Registration Number.

Any Vendor not agreeing to this system of Self Billing Tax Invoices being raised by us must notify us prior to the commencement of the Sale. Regrettably, we can only operate with a Self-Billing System in place and therefore will not sell the goods of any vendor who is unable to accept this system.

Royal Institution of Chartered Surveyors Rules of Conduct

This market / auction sale is not required to comply with RICS Members Accounts Regulations.

No monies paid to this sale are covered by any scheme for the protection of clients' money operated by the Royal Institution of Chartered Surveyors.

A more detailed explanation can be obtained in writing from the RICS Regulations Department, Surveyor Court, Westwood way, Coventry CV4 9JE.

<u>HOTELS</u>	<u>GUEST HOUSE, BED & BREAKFAST</u>
COTFORD HOTEL 01684 574642 Graham Road, Great Malvern (3 miles)	Amazing View 01684 565808
HOLDFAST COTTAGE HOTEL 01684 310288 Marlbank Road, Little Malvern (2 miles)	Cowleigh Park Farm 01684 566750
COTTAGE IN THE WOOD 01684 573487 Holywell Road, Malvern Wells (1 miles)	Little Kings Hill 01684 540589
CORSE LAWN HOUSE HOTEL 01452 780771 Corse Lawn, Tewkesbury (8 miles)	The Birches 01684 833821
THE ABBEY HOTEL 01684 892332 Great Malvern	The Brambles 01684 872994
PUCKRUP HALL 01684 296200 Twynning, Tewkesbury	The Old Coach House 01684 564382
<u>LOCAL LIVERY</u> Swallow Farm Livery, Wellington Heath, Ledbury 01531 633440	The Old Croque 01684 564522
	The Elms 01684 873466
	Myrtleberry Studio 01684 833648
	<u>TAXIS</u>
	BEAUCHAMP TAXIS 01684 893993
	LEDBURY TAXI SERVICE 01531 633596
	APOLLO TAXIS 01684 564442
	BAYLEYS TAXIS 01684 575802

Sale Commences at 11.30am

A MESSAGE FOR ALL VENDORS WITH ENTRIES IN THIS SALE.

Brightwells Malvern & Leominster Horse & Pony Sales Facebook Page.

Please make use of our Facebook Page to further promote your entries in this sale, by uploading any photos or videos of them onto our March 22nd Malvern Sale Event Wall on the Brightwells Malvern & Leominster Horse & Pony Sales Facebook page. When uploading, please ensure you post them on the March 22nd Sale EVENT WALL to avoid any confusion as to which sale they are entered in.

Lot Vendor

The Property of Mr D Gardner

1 PUZZLE STAR STRUCK, TOBIANO STALLION, 14 YEARS, 17.2HH APPROX.

Sire: Dexters Puzzle by Dexter IV

Dam: Ambrina by Pie In The Sky out of Ambona

Registered: Coloured Horse & Pony Society (CHAPS)

An outstanding opportunity to buy a Graded Stallion. Puzzle is a tremendous looking horse, with a straight moving and floating action, who has been shown to a high standard. He has a lot of success under his belt and is always in the ribbons. Hunted by both lady and gentleman riders, he loves being out with hounds, is easy to catch and is not silly with other horses around him. Will cover in-hand or will run out with the mare. Good to handle in all ways, though with being a stallion he is not recommended for a novice. Only for sale as I'm downsizing and he is not to be missed. Will be sold with a pre-sales veterinary certificate.

The Property of Mrs L Jackson

2 SMARTIE, CHESNUT MARE, 13 YEARS, 15.1½ HH APPROX.

Sire: Kriscliff

Dam: Candy

Full history known. Successfully competed dressage, show jumping, cross country, showing, combined training and has also hunted. Well-schooled on the flat with, at all times a light snaffle mouth. Delightful to handle on the ground and hacks alone and in company. 100% heavy traffic and not spooky. Good to shoe, load (lorry /trailer) and clip. Lives in or out, is a good doer and has had teeth and back recently done. Absolutely fabulous temperament and not your typical chestnut mare. Can be seen and tried prior to sale via the auctioneers.

The Property of Mrs M Tearney

3 FARPOINT FIRST EDITION, BROWN MARE, 12 YEARS, 15.3HH APPROX.

Sire: Ballyknowe Prince by Ballyknowe Lad

Dam: Blithdale Against All Odds by Attwood Black Laughton out of Blithdale Fern

Registered: Irish Draught Horse Society (IDHS)

Proven, fully registered Irish Draught broodmare, with a genuine outcross (no King Of Diamonds), who has previously bred 3 super foals, including a Graded Class 1 filly. Happy to live in or out and is a good doer and easy breeder. Up to date with vaccinations, worming and feet. For sale, due to stock reduction, and represents an excellent prospect for new owners wishing to produce well-bred and successful stock.

Late Entries for The Supplementary Catalogue will be taken up until 9.00am on Monday 20th March.

The Property of Mr S J Rogers-Coltman

4 HIGH TOWER, BLACK GELDING, 12 YEARS, 17.2HH APPROX.

This Irish Draught gelding is well up to height and weight who has had a previous and successful hobday wind operation. Hunted predominately with me in the 2011 to 2014 hunting seasons with The Wheatland, but also on visits to The South Shropshire, United and Exmoor hunts, doing on average 20 days a season. Kept on livery during the season and rested at home during the summer. Now for sale due to a change of personal circumstances. Once back in work he will be a reliable and experienced mount to jump and cross any hunting country. Good in traffic, to clip, shoe and quiet in the box. Vaccinated.

The Property of MJ Equine

Please Note: Lots 5 and 28 will be stabled in consecutive boxes.

5 GREANSTOWN COVERS, GREY GELDING, 11 YEARS, 16HH APPROX.

Registered: Irish Sport Horse

Evented successfully as a 5-year-old and then sold to a Pony Club home, where he did team and individual competitions. A good hunter over all types of country, he is well schooled and is a scopey jumper. Good to box, catch, clip and shoe.

The Property of The Executors of The late Christina Knudsen

Lot numbers 6, Zibor, 7 Quixotic II and 8 Very Good Tempo are being sold on behalf of the executors of their late owner, Miss Christina Knudsen. Due to the circumstances that bring about their sale, these horses will be sold as seen and are not offered under the conditions of sale that apply to the other entries in this catalogue. The consignment will however be sold with pre-sale veterinary certificates which will have been issued to Brightwells Auctioneers within a 7-day period prior to sale. In addition, these lots are open to viewing, and any trial and any other veterinary inspections at their current stables by prior arrangement through the auctioneers. All pre-sale inspections will be strictly by appointment only, and will not represent an opportunity to purchase any of the horses privately before the day of sale. For further enquiries and to arrange any inspections then please contact the Brightwells Equine office on 01568 619 777.

The Property of The Executors of The late Christina Knudsen

6 ZIBOR, BLACK GELDING, 13 YEARS, 16HH APPROX.

Sire: Phin Phin

Dam: Tellisto

Registered: KWPN

Actively competed British Eventing competition from 2007 up until his last recorded outing on 1st October 2015. 95 BE Points and 4 Foundation Points. Shown positive form from BE100 up to CCI** level, including wins at Intermediate (Withington Manor & Weston Park) and placings at CCI** in 2013 under Tim Price at Tattersalls and Hartpury. Zibor did not compete in affiliated BE competition in 2016, but was used as a pleasure riding horse by his late owner. Sold as seen, and off the conditions of sale.

7 QUIXOTIC II, DARK BAY GELDING, 7 YEARS, 16.2HH APPROX.

Sire: Cariano

Dam: Konstanze II

Registered: KWPN

Competed British Eventing at BE100 level in 2016 gaining 44 foundation points and winning on two occasions; Aston Le Walls and West Wilts where he finished on a dressage score of 26.5. Sold as seen and off the conditions of sale.

**8 The Property of The Executors of The late Christina Knudsen
VERY GOOD TEMPO, BAY GELDING, 8 YEARS, 17HH APPROX.**

Sire: Tam Tam

Dam: Elveine

Registered: Selle Francais

Competed British Eventing in 2015 and 2016, moving quickly up to Novice level and finishing his first season with a 2nd place at Calmsden. Further placings at Novice in 2016 before competing at Intermediate level and finishing the season at Osberton YH Champs where he was placed 2nd in his first CCI*. Very Good Tempo has gained 30 BE points and 8 foundation points. Sold as seen and off the conditions of sale

**9 The Property of Mr G Avis
LORD BALDUR, GREY GELDING, 10 YEARS, 17HH APPROX.**

Sire: Star Kingdom

Dam: Rocklea

Registered: Irish Draught Horse Society

Top class heavyweight hunter who is an easy ride and great performer. Hunted regularly with the Heythrop, Tedworth and Blackmore Vale Hounds. A sound and tough horse that is a good hack as well as being easy to clip and in the stable.

**10 The Property of Mr J Baker
MOON DANCE, BAY GELDING, 9 YEARS, 16.2HH APPROX.**

Sire: Navardo by Nadir Di San Patrigna

Dam: Mirror Dance by Animo Elite out of Upper Church Mill

Registered: Anglo European Society (AES)

Moon Dance works well on the flat and has a good technique over a fence. He has BS winnings, has hunted with The Berkeley for the last two seasons and has Team Chased, with placings in Intermediate and Open teams. Though he lacks a bit of speed at top level he has jumped around some large tracks. Has been seen to windsuck. Good to box, shoe and clip.

**11 The Property of Mr H Jones
CABRERA, BAY GELDING, 9 YEARS, 17HH APPROX.**

Sire: Chaos

Dam: Tashimo

Registered Anglo European Society

This lovely kind horse, was purchased at the Malvern Sales last September for the forthcoming hunting season. He has done a full season with us, and has field mastered, been ridden in the field as well as been whipped-in from. Excellent with hounds and a comfortable ride. Very well-schooled, having been a heavyweight show hunter, for the previous 3 years before we bought him, when he qualified and competed at HOYS and RIHS in 2014 and 2015. Would make a fabulous Working Hunter and has also done some dressage and jumping with his previous owners. Sadly, for sale as he is not required for next season. He comes complete with his full 5 stage veterinary certificate that he passed when purchased here in September.



Be Up to Speed

“Like” our Facebook page

facebook.com/BrightwellsMalvernandLeominsterSales

The Property of Mr M Hammond

12 PINEGROVE GUIDAM, CHESNUT/GREY GELDING, 9 YEARS, 16 ½ HH approx..

Sire: Guidam (Selle Francais) by Quidam de Revel

Dam: Sillot Sea Beauty bu Cruising out of Sillot Lass

Registered: Irish Sport Horse Society

This striking gelding has three excellent paces, a good technique over a fence and is a competition horse for a competent rider. He has competed in Dressage leagues in Ireland, has consistently jumped 1,10metre tracks, has the scope to compete at a higher level, and has hunted for two seasons with the West Waterford Hounds. Purchased last spring as a teenager's competition horse, his rider then decided to go point-to-pointing, which renders him wasted with us. Lack of time has meant he has not been in work since late September but will have done 3 weeks' work prior to sale.

The Property of Mr R H P Williams

13 VINCE, BAY GELDING, 9 YEARS, 15.3HH APPROX.

Registered: WPCS (Part-bred)

With an impeccable temperament and manners, Vince is good to do in all ways and is an honest and safe ride. Can be a little forward going but is not strong and has been hunted for 2 seasons. Would suit any member of the family. 100% in all ways.

14 JACK, BAY GELDING, 6 YEARS, 14.3HH APPROX.

Registered: WPCS (Sec E 90171)

Jack is a fine-looking Welsh Cob, with a lovely temperament who enjoys attention. Though still a little green, he is a real head turner, who is very willing and will hack out alone or in company. 100% in all ways.

The Property of Ms R Dale

15 STORMHILL REBELLION, DAPPLE GREY GELDING, 8 YEARS, 16.2HH APPROX.

Sire: Downe Right Rebel

Dam: Stormhill Expedition.

Registered British Warmblood Breeders Studbook (UK)

An attractive gelding with 3 good paces, which are good enough for pure dressage. He has done Riding Club activities and evented at 90cm. Clean limbed, good feet and has a sarcoid on his right hind inner thigh which has been treated, causes no problems or discomfort and has remained unchanged. Not a novice ride, but is good in traffic, to hack and to load etc. Change in owner's circumstances forces sale.

SPECIAL SALE ANNOUNCEMENT:

As we are unable to hold our regular monthly Leominster Sale of Horse & Ponies at Easters Court in April, we are transferring that month's sale, to the excellent venue of **HEREFORD MARKET (HR4 7AN)**. This Special Sale will be held on **TUESDAY 11th APRIL**, and will conducted under the same terms and conditions that apply to The Leominster Sale.

ENTRIES CLOSE on THURSDAY 30th MARCH, and can made on-line in the usual way.

Please note: There will not be a tack and saddlery sale on this day, with the next sale back at Easters Court, Leominster on Friday 5th May.

The Property of Miss S Phelps

16 SHUTTERDUCK, BAY MARE, 8 YEARS, 15HH APPROX.

Sire: Sir Shutterfly by Silvio I

Dam: Moonlight Engagement by Graf Grano out of Public Engagement

Registered: Anglo European Society (AES)

Proven competition and brood mare, with superb bloodlines for eventing and show jumping (s: Sir Shutterfly: d: CIC** level). Shutterduck has a JMB height certificate – 15hh. Qualified for BS Second Rounds British Novice and Jumping Discovery. Qualified Small Hack, 2015 Royal International Horse Show, placed 4th Tweseldown BE90 and schooling over BE100 and Novice Cross Country tracks. Awarded Broodmare Diploma BEF Futurity 2013, producing an Elite foal and Higher Premium yearling. Lightly competed through no fault of her own.

The Property of Hancocks Horses Ltd.

Please Note: Lot numbers 17, 18, 19 and 29 will be stabled in consecutive boxes to ease their handling and presentation.

17 CRYSTLE SILVEA, GREY GELDING, 8 YEARS, 16.1HH APPROX.

A fantastic horse who is a real family friend and has been ridden by all members of the family. He has hunted all season by the family and has perfect manners in the hunting field. Snaffle mouthed, and hacks out alone and in company. Perfect to shoe, box, catch, clip and in traffic and up to date with worming, teeth and back checks. A true horse and a firm family favourite.

18 RYNETTE, GREY MARE, 7 YEARS, 16.2HH APPROX.

Sire: Dunkerrin Grey Mist

Dam: Coolodge Lady

Registered: Irish Horse Register (IHR).

An attractive, true to type, full Irish Draught who is a brilliant all-rounder. She has hunted all season and has taken part in all Riding Club activities including, show jumping, cross country and elementary dressage, as well as being successfully shown as a 4-year-old at Burwarton Show. Snaffle mouthed and rides out, with or without company and has been ridden by all members of the family. No vices and is good to shoe, box, catch and clip.

19 WINNIE, BAY MARE, 5 YEARS, 16HH APPROX.

Sire: All Guns

Dam: Lisnamult Prince

Registered: Irish Horse Register (IHR)

Professionally broken last autumn. A super mare with lots of potential, whose brother is showjumping successfully in England. Winnie hacks out alone and in company, has been to a few local shows which she has taken in her stride, and has perfect manners both in and out of the stable. Good to shoe, box, catch, clip and in traffic and up to date with worming, teeth and back checks. A young mare that is thought to go far in the right hands.

The Property of Elmleaze Stud

20 NO SURRENDER, BAY GELDING, 6 YEARS, 16.3HH APPROX.

Sire: No Submission by Melyno

Dam: Kelly

Registered: Sport Horse Breeding of Great Britain

All-rounder, with three good paces who has been evented and been placed 8th at one competition as well as been hunting with The Beaufort Hounds. Good to hack out alone or in company and to shoe box and clip etc. Has been seen to windsuck.

The Property of Mr L Penny

21 LOUGHANROE PRIDE (Rolo), BAY GELDING, 6 YEARS, 16.2HH APPROX.

Sire: Ricardo Sam by Ricardo Z

Dam: Coorevan Royale by Cavalier Royale

Registered: Irish Sport Horse.

A young horse that has been lightly competed in affiliated showjumping classes, jumping British Novice and Discovery, and has jumped cross country. He is a smart prospect who is quiet to ride (been ridden by a 13-year-old girl), good to handle and easy to do in every way. He comes from a good stable where he has been well cared for and is up to date with vaccinations, worming, teeth and back. This is a thoroughly genuine sale, with Rolo being offered through no fault of his own, but because we are overstocked for the forthcoming season.

The Property of Mrs A Rothschild Vanderbilt

22 RINNICOIR, GREY GELDING, 6 YEARS, 17HH APPROX.

Sire: It's A Buzz

Dam: Crystal Delight

Well-handled unbroken gelding. For sale on behalf of breeder who is overstocked.

The Property of Mrs J Bodman

23 LARKSTORM JUBILEE, CHESNUT MARE, 5 YEARS, 16HH APPROX.

Sire: Up With The Lark by Welton Apollo

Dam: Electric Storm

Bred to event, this forward-thinking mare, was backed and hacked in 2016, then turned away and is now ready to long-rein and re-start. She has been good with traffic, the farrier, to catch and in the stable. 3 good paces and shows an athletic jump on the lunge. Time constraints have prevented her development further.

The Property of Ms P A Daly

24 PRISSYS GIRL, SKEWBALD MARE, 6 YEARS, 15.2HH APPROX.

Stunning warmblood x appaloosa mare. Competed in numerous showing championships, both locally and at County level. A perfect show horse who not fazed by anything and would eventually make a fabulous Working Hunter. Has done sidesaddle/hunting demonstrations this year, behaving impeccably. Hunted all this season, where she can become strong in very large fields, and hunted under sidesaddle with the Quorn on their opening meet when she jumped everything asked of her. Competed at 80cm XC and has been on Fun Rides and is still green when showjumping. Lack of time and a young family forces sale. Not a novice ride and would suit a competitive/professional rider and would excel in the right home. Good to clip, shoe and box.

The Property of Miss M Watts

25 INCISION, BAY MARE, 4 YEARS, 15.3HH APPROX.

Sire: Castell Caretino by Caretino

Dam: Eco Friendly by Lord Z out of Worina

Registered: Anglo European Society (AES)

A really inquisitive and bold mare with a temperament to die for. Flashy mover, very correct and has clean legs and is straight. No vices and never ever mareish. Easy to do, catch, trim etc, is currently in a routine and has seen the dentist and farrier. Has been lightly loose jumped and leant over with no problem, and will make a top horse in any sphere. this is a very genuine sale as her owners are moving abroad.

The Property of Mrs L Robins

26 WIDLAKE FLASHLIGHT, BAY GELDING, 4 YEARS, 16.2HH APPROX.

Sire: Arivco by Pitolet Bleu (IRE)

Dam: Light Me Up by Cigar out of Devine Mist

Registered: Weatherbys.

Homebred with a good temperament. A well-handled, gelding, who was shown in-hand as a yearling. Good to do, in the stable, to catch, groom and with the farrier. Has lived out all winter and is now ready to be brought in and backed

The Property of Mrs L Robins

27 CHARLES, PIEBALD GELDING, 3 YEARS, 15HH APPROX.

A traditional Gypsy cob with a nice amount of feather. Charles has been a winner and has been placed 1st, when shown in-hand. Easy to do, bath, rug up, good in the stable and with the farrier. Lovely temperament and goes out in the field alone and with company. Last wormed on 3rd January 2017.

The Property of MJ Equine

28 MANSTY MAGIC, BLACK GELDING, 9 YEARS, 14.2HH APPROX.

Registered: WPCS (Part-bred)

Good type of middleweight pony that is quiet to ride. He has done all Riding Club activities and hunted with The North Staffs Hounds. Lovely temperament and good to do in all ways.

The Property of Hancocks Horses Ltd

29 FEDWENLAS HONEYSUCKLE, CHESNUT MARE, 8 YEARS, 14.2 HH APPROX.

Sire: Coednewydd Fighting Spirit by Coednewydd Black

Dam: Linsdell Ester

Registered: Welsh Pony & Cob Society (WPCS)

Super fun pony who has competed in all equestrian disciplines. She has 121 BS points and has qualified for the British Novice second rounds in 2017 and competed at the Scope Festival in 2016. Loves cross country and Fun Rides. Up to date with worming, teeth and back checks. Only for sale as her rider is moving onto horses.

The Property of Miss E Gwyer

30 SWEET WALL TRORY, GREY GELDING, 8 YEARS, 14.2HH APPROX.

Sire: Gevaudean by Tullira Cracker Jack

Dam: Curraghnekeley Savanna by Aran Brown Bomber out of Annaghdown Martina

Trory is a Connemara pony bred by the Sweet Wall Stud in County Antrim. Brought over from Ireland and broken-in last year and is still green. Lightly competed and qualified Cricklands Show Jumping first time out and has seen hounds. Has had the winter off through no fault of his own and now needs bringing back into work for the season ahead. Has been seen to weave.

Late Entries for The Supplementary Catalogue will be taken up until 9.00am on Monday 20th March.

The Property of Mr B Cowe

31 FLS BOBBIN ALONG, CHESNUT GELDING, 8 YEARS, 13.2HH APPROX.

Sire: Castle Knight by Frederiksminde Hazy Match

Dam: Mountain Rose by All Smoke out of Caravilla Pride

Registered: Connemara Pony Breed Society (CPBS)

Bobalong has hunted with the Galway Blazers in Ireland, The Duke of Buccleugh in Scotland, The Croome and West Warwickshire (busy Christmas meets), The Cotswold Vale and the VWH Hounds. He will tuck in behind when out hunting, and is happy to jump walls, ditches, timber and hedges and will happily hack out. Good to load, catch, lead, traffic, travel and with the farrier. A real favorite on the yard and is done by all the children. This is a very sad sale as he is now outgrown. Vaccination and worming up to date.

The Property of Mrs Tyler

32 RIVERSDALE THREE BOB, GREY GELDING, 5 YEARS, 14.1HH APPROX

Sire: Village Canal Beau by Coral Prince

Dam: Shipton Pollyanna by Garryhack Toreen Out of Shipton Bean Feasa

Registered: British Connemara Pony Society (BCPS)

Broken in March 2016, schooled on and introduced to jumping until August 2016. Riversdale Three Bob is a straight mover, kind natured, is not sharp, but lacks experience and has not hacked out. With proven competition breeding, by a stallion (Village Canal Beau) that has numerous successful performance ponies, he is a full brother to winning WHP and Ridden Ponies. Lives in or out, on own or in company. And has always been an uncomplicated, straight forward pony to deal with. Born bay but will go grey eventually.

The Property of Mrs A Cullwick

33 THISTLEDOWN SAPPHIRE, GREY GELDING, 10 YEARS, 133cms APPROX.

Sire: Paddock Sahara by Paddock Riverdance

Dam: Loveden Solitaire by Burstye Flavius out of Downland Roulette

Thistle is an eye-catching Section B pony who has been in his current home since May 2015. He had been used regularly for Pony Club activities, including: senior camp, show jumping, working hunter pony, and cross country up to 75cms, as well as being hunted by a young girl. He is now totally outgrown and requires a new and competent jockey for the future. A kind natured pony that likes the company of children and will stand for hours being pampered. Lives in or out and is 100% to clip, catch, shoe etc.

The Property of Miss G Lockett

34 WYECROFT WEDGEWOOD, BAY GELDING, 7 YEARS, 13HH APPROX.

Sire: Cusop Dimension by Cusop Finger Print

Dam: Wycroft Jasmine by Rendene Romany Fayre out of Newdale Strawberry Fayre

Registered: National Pony Society (NPS)

Woody is a super pony that will excel in all disciplines after winning so much in-hand, from a foal to a 5-year-old. He has now been broken for over a year and is ready to excel in his ridden competition career, having already won several dressage classes, when regularly scoring over 65%. Last year he competed at County shows, qualifying for Equifest, Cricklands and British Dressage Young Pony classes, where he has shown great manners when staying away and a true love of competing under saddle. He has been ridden by all ages and now needs more competing to get the best out of him.

FOR ONE MONTH ONLY.....

The Leominster April Sale of Horse & Pony at Hereford Market.

Tuesday 11th April 2017

Address: Hereford Market, Roman Road, Hereford, HR4 7AN

Entries Close Thursday 30th March

Entry Fee only £15.00

Enter on-line at Brightwells .com.

The Spring Sale of Welsh Ponies & Cobs & their Part Breds

The Royal Welsh Showground, Builth Wells, Powys LD2 3SY

Saturday 13th May 2017

A Sale of Registered Welsh Ponies & Cobs Sections A, B, C & D and their Part Breds

Entries close Wednesday 5th April

Enter on-line at Brightwells.com or telephone 01568 619777 for Entry Forms.



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MALVERN HORSE AND PONY SALE AUCTION CONDITIONS OF SALE

All horses and ponies in this sale, are subject to the following conditions of sale, and sold under Brightwells General Conditions of Sale which are available on request and will be displayed in the office on the day of sale. Those lots which are sold for £700 or less will be sold "as they stand", with all other questions regarding their description and veterinary condition being entirely at the risk of the Buyer.

1. ENTRY

- (1) A horse shall be entered for a sale on completion of an entry form by or on behalf of the Seller and upon payment to the Auctioneer of the prescribed entry fee.
- (2) On completion of the entry form, which the Seller warrants is complete and correct; they undertake to bring forward the entry for sale. They are warned that the Auctioneers reserve the right to refuse future entries from Sellers who without good reason have failed to fulfil their obligation to present all Lots for Sale.
- (3) In the event that the Seller wishes to place a reserve on a lot, the amount of the reserve must be specified in Pounds Sterling on the entry form or the Reserve and Additional Information Sheet. Unless written instructions are lodged with the Auctioneers either on the entry form or the Reserve and Additional Information Sheet provided by the Auctioneers, lots will be sold without reserve.
- (4) The Seller warrants to the Auctioneer and to the Buyer that on the day of the Sale, the horse will have no contagious diseases, and produce a DEFRA approved passport, except foals sold at foot which are under 6 months old.

2. COMMISSION, BUYER'S PREMIUM & SELLING FEES

- (1) The Seller will pay to the Auctioneer a commission of 6% of the hammer price of each Lot plus VAT. There will be a minimum commission of £50 +VAT.
- (2) Where a horse is "Bought In" the Seller will pay a minimum commission fee of £100 plus VAT or 6% of the hammer price, (whichever is the greater).
- (3) Commission is payable in full by the Seller to the Auctioneers even if a horse is subsequently returned by the Buyer to the Seller in accordance with the complaints procedure hereunder or for any other reason.
- (4) In the event that a horse is sold subject to veterinary examination and in the event that a horse is returned by the Buyer in accordance with a veterinary certificate obtained on the day of the Sale, then the Seller shall pay to the Auctioneer a commission of 3% of the gross sale price plus VAT.
- (5) A horse, having been entered for a Sale may be withdrawn prior to the Sale upon a payment of a withdrawal fee of £100 plus VAT in addition to the entry fee.
- (6) The Buyer will pay 10% plus VAT buyer's premium on the hammer price.
- (8) Any private sale made on the day of sale must be booked through the Auctioneers.
- (9) An inward Sales Sponsorship levy of 0.75% +VAT i.e. 90p in every £100 will automatically be deducted from the hammer price of sold Lots.

3. CATALOGUE DESCRIPTION

- (1) The Auctioneer accepts no responsibility for the accuracy of any particulars of a Lot given in the catalogue. The Seller is solely responsible for any catalogue description of a Lot.
- (2) Upon receipt of a catalogue, the Seller undertakes immediately to check the accuracy of the relevant catalogue description of the Lot and to notify the Auctioneer immediately in writing of any correction amendment or addition that needs to be made to the catalogue description.:-
- (3) The following words have the following meanings when used in a catalogue description:
 - (i) Unbroken - must be quiet to lead and to halter.
 - (ii) Partly Broken - must be capable of being ridden by a competent rider in an enclosed school.
 - (iii) Green - must be capable of being ridden by a competent rider at slow paces in open country.
 - (iv) Quiet to Ride - must be quiet and easy to manage and ride away, quiet and easily managed at all paces on grass, quiet and mannerly with all traffic on the road.
 - (v) Hunter - must be quiet ride and quiet with hounds - capable of jumping a Novice Country.
 - (vi) Jumper - must be able to jump a course commensurate with described capability when ridden by a competent rider.
 - (vii) Potential - where described as "having potential" for a specific purpose, the horse must have the physical capabilities to undertake this purpose or purposes and must be examined as such by the Veterinary Surgeon.
 - (viii) Driving Horses - the same guarantees as apply to riding horses in respect of ii, iii, and iv above.
 - (ix) Pony under 15 hands - must be easily manageable by a child of average competence and age appropriate to the size of the pony.
- (4) The authenticity and accuracy of each entry's passport is the sole responsibility of the Seller. Any inaccuracies that may occur should be dealt with between the Seller and Buyer.
- (5) The Auctioneers may amend or add to any catalogue description during the course of a Sale and may declare a Sale to be subject to veterinary examination or not during the course of a Sale, in which event any announcement by the Auctioneer takes precedence over any entry in the catalogue.

4. CONDUCT OF THE SALE

- (1) The Auctioneers may at their absolute discretion:
 - (a) Refuse to accept any bid or bidder.
 - (b) Regulate the bidding as the Auctioneer sees fit.
 - (c) Arrange, consolidate or withdraw any Lot.
 - (d) Cancel or postpone a Sale on account of bad weather or other supervening causes. In the event that a Sale is cancelled, moved or rearranged, the Auctioneer shall not be liable to pay compensation to any Seller, Bidder or any other party.
- (2) The Seller reserves the right to bid through the Auctioneer acting as the Seller's agent.
- (3) The Buyer shall be the highest bidder. In the event of a dispute between two or more bidders as to which is the Buyer, the Auctioneer shall have the right to declare the buyer or at the Auctioneer's discretion, to immediately re-offer the disputed Lot for sale.

- (4) The Buyer shall immediately on the fall of the hammer inform the Auctioneer of the Buyer's name and address and provide any proof of identity that the Auctioneers may require. Failure in this respect entitles the Auctioneer immediately to offer the Lot for re-sale and the original Buyer shall be liable to make good any difference in price to the Seller.
- (5) Any Buyer bidding as agent for a Principal shall be deemed to have bid on his own behalf as well as on behalf of his Principal and the highest bidder shall be personally liable along with the Principal to the Seller.
- (6) To gain entry on the Sale Premises all lots must travel with their Passport.
- (7) All lots will be checked in through the gates and no lot will be able to leave the Sale Premises until a pass has been obtained from the Auctioneer's Office.
- (8) The Auctioneers reserve the right to random and/or at the request of Buyers, blood test any entry for substances that have not been declared to the Auctioneers pre-sale.
- (9) The Auctioneers, under the veterinary surgeon's guidance, reserve the right to refuse entry to any lot showing symptoms of coughing or any other contagious disease.
- (10) All Sellers and Buyers must follow the health and safety procedures and guidelines as laid out in the Sales Catalogue and by representatives of the Auctioneers on the day of sale.

5. PAYMENT

- (1) The Auctioneer, at the Auctioneer's discretion, may require the Buyer to pay a deposit of 20% of the price of the horse immediately following the Sale.
- (2) The Buyer shall pay the Auctioneer in full for the price of the horse within 1 hour of the completion of the Sale. Payment in full in this context may include the tender of a cheque in the full amount although the Auctioneer in the Auctioneer's discretion may refuse such a cheque in which event the Buyer must tender payment in some other manner.
- (3) The Auctioneer shall pay the Seller the price of the horse less Auctioneer's commission and any other outstanding charges and expenses due from the Seller to the Auctioneer within 14 days of the day of the Sale, provided that:
 - (i) the Auctioneer has been paid in full for the price of the horse by the Buyer, any cheque tendered by or on behalf of the Buyer having been cleared; and
 - (ii) the Buyer has not initiated the Complaints Procedure set out below: In the event that the Buyer has initiated the Complaints Procedure, the Auctioneer shall retain the price of the Lot pending the outcome of the Complaints Procedure.
- (4) Client's monies paid to us will be held in Brightwells Limited Client's Auction Sales Account at Barclays Bank plc; Hereford Branch. Clients will not be entitled to any interest on balances in this account.
- (5) If the Buyer fails to make a payment in full for the Lot, and in the Auctioneers opinion the Buyer is a bona fide person (3. i) and fails to make payment in full for the Lot or Lots the Auctioneer may, at his absolute discretion, resell the Lot and the Buyer shall be liable for any shortfall in price, and any associated expenses connected with such resale.
- (6) The Auctioneers reserve the right to withhold any monies due to the Seller and to rescind the contract for sale if, in our opinion, the Buyer is not a bona fide Buyer and/or incapable of making a contract; i.e. not being sound of mind, being in collusion with the Seller or being under the influence of drink or drugs.

6. DELIVERY AND RISK

- (1) Horses sold as they stand or without veterinary examination instruction from the Buyer, shall be at the risk of the buyer from the fall of the hammer.
- (2) All other horses shall remain at the risk of the Seller until the issue of an acceptable Veterinary Certificate whereupon risk shall pass to the Buyer.
- (3) The Seller shall deliver the horse to the place of the sale and shall provide the horse with adequate fodder and water for one night and shall provide the horse with a serviceable halter. In the event that the Seller fails to provide the horse with a serviceable halter, the Auctioneer may provide the horse with a halter and charge the Seller for the same.
- (4) Title in the horse shall not pass to the Buyer until the Buyer has made payment in full for the horse by means of cleared funds. Until the payment in full by means of cleared funds is made, title shall remain with the Seller.
- (5) The Buyer shall not be entitled to take delivery of the horse until payment in full for the horse has been made. The Auctioneer may at the Auctioneer's sole discretion allow the Buyer to take delivery of the horse upon the tender by the Buyer or on his behalf of a cheque in the full amount of the price.
- (6) The Buyer, subject to payment in full, must take possession of the horse within 1 hour of the completion of the Sale.
- (7) In the event that the horse is not sold, the Seller shall take back the horse from the Sale premises within 1 hour of the completion of the Sale.
- (8) The Buyer authorizes the Seller and the Auctioneer as agent for the Seller to enter upon the Buyer's land to take collection of any horse in respect of which the Buyer has taken delivery but for which the Buyer has not paid in full.

7. RETURNED HORSES

- (1) The Buyer may return lots to the Seller if the Buyer of any lot sold with a pedigree establishes that the pedigree is inaccurate.
- (2) Subject to Condition Eight, the Buyer may return Lots to the Seller in accordance with the Complaints Procedure if the Buyer establishes that the description given in the catalogue in respect of a horse is inaccurate.
- (3) Lots may be returned by the Buyer to the Seller subject to the Complaints Procedure set out below if the horse:
 - I. is a wind-sucker (i.e. 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.
 - II. is a weaver,
 - III. exhibits box walking,
 - IV. has sarcoids, sarcoid-like lesions or warts
 - V. has been tubed, fired, unnerved or operated upon for unsoundness of any other kind,
 - VI. a male horse (other than a foal, a yearling before the 1st July of its yearling year) which does not have two testes fully descended to and fully palpable within the scrotum at the time of the Sale is or shall be deemed to be a rig or cryptorchid.
 - VII. Fails to load on the Sale Day in a reasonable and acceptable way in a purpose constructed lorry or trailer.
 - VIII. Is a pacer/trotter, Standardbred horse.

and if the horse has not been described as such in the catalogue or verbally by the Auctioneer at time of sale.

8. SALES SUBJECT TO VETERINARY EXAMINATION

Warranties as to Veterinary Correctness cease to have effect once the Horse has been removed from the Sale Premises. A Panel of Veterinary Surgeons will be pleased to examine Lots on behalf of Buyers, at a fee of £200.00 including VAT for a Full Vetting and £80 including VAT for a Part Vetting payable in advance of the vetting and paid directly to the vet by either cash or cheque. The Full Vetting examination will include blood being taken. With the important proviso that if any Horse fails the Veterinary Examination the Vendor has the right to request a second opinion by the Chief Veterinary Surgeon at a fee of £25.00 including VAT whose opinion shall be binding on both Vendor and Purchaser.

- (1) The Seller agrees that a horse shall be sold subject to veterinary examination.
- (2) If a horse is sold subject to veterinary examination, the horse should be submitted for veterinary examination by the Buyer on the day of the Sale within one hour of the fall of the hammer.
- (3) The sale catalogue shall set out the procedure to be followed by the Buyer on submitting the horse for veterinary examination on the day of the Sale.
- (4) The purpose of the veterinary examination is to check the accuracy of the physical description of the horse given in the catalogue. The veterinary examination will not cover the matters referred to in condition 7(3) above, save that the veterinary examination will be conclusive in relation to the "potential" of the horse.
- (5) At the end of the veterinary examination, the Veterinary Surgeon will provide the Buyer with a certificate stating that the horse does or does not comply with the physical description of the horse given in the catalogue.
- (6) In the event that the Veterinary Certificate stipulates that the horse complies with the physical description given in the catalogue, this shall be conclusive between the Seller and Buyer.
- (7) In the event that the Veterinary Certificate states that the horse does not comply with the physical description given in the catalogue, then the Buyer shall not be liable to pay the price for the horse and is entitled to the return of any deposit that may have been paid by the buyer.
- (8) In the event that a buyer fails to avail himself of a veterinary examination on the day of the Sale, in the case of a horse sold subject to veterinary examination, then the Buyer cannot thereafter make complaint of matters which would have been covered by a veterinary examination.

9. LIABILITY OF THE AUCTIONEER

- (1) The Auctioneer acts as agent of the Seller and the Auctioneer gives no warranties of any kind to the Buyer
- (2) The Auctioneer does not accept any liability for:-
 - (i) the description or pedigree of the horse given in the catalogue.
 - (ii) the physical condition or performance of the horse sold.
 - (iii) the payment of the price by the buyer.
 - (iv) the return of any horse by the buyer to the Seller.
 - (v) the administration of the Complaints Procedure beyond the appointment of any arbitrator in accordance therewith.

10. COMPLAINTS PROCEDURE

- (1) The Buyer shall notify the Auctioneer if the Buyer claims to be entitled to return a horse to the Seller in accordance with condition 7 above or for any other reason orally by 5.00pm on the fourth day following the Sale.
- (2) The Buyer shall follow up this oral notification to the Auctioneer with written notification to the Auctioneer to be received by the Auctioneer within seven days from the date of the Sale. The written notification by the Buyer to the Auctioneer shall set out the grounds upon which the Buyer claims to be entitled to return the horse to the Seller.
- (3) Where appropriate, the Buyer shall submit, along with his written notification, a Veterinary Certificate confirming any matters in respect of which complaint is made. The failure to submit a Veterinary Certificate in circumstances where such a certificate is appropriate will mean that the Buyer's complaint will not be further entertained and the Buyer shall pay the price for the horse in full.
- (4) In the event that the Buyer fails to make oral or written notification of his complaint within the above timescales, the Buyer shall not be allowed to return the horse to the Seller but must make payment for the horse in full unless the buyer can demonstrate to the satisfaction of the Auctioneer that it was not reasonably practicable for the Buyer to discover the complaint and to notify the Auctioneer of the same within the above timescales. However, in no circumstances whatsoever may the above time limits be extended beyond a period of 14 days after the date of the Sale.
- (5) On receipt of a written complaint together, where appropriate, with a Veterinary Certificate, the Auctioneer shall send a copy of the complaint and the Veterinary Certificate to the Seller and the Auctioneer shall appoint a suitable person to act as Arbitrator. The task of the Arbitrator will be to examine and determine the complaint. The name of the person appointed by the Auctioneer to act as Arbitrator shall be notified by the Auctioneer to the Seller and the Buyer. The Auctioneer shall thereafter have no further responsibility in respect of the Complaint Procedure.
- (6) The Examination and resolution of the complaint shall be under the control of the Arbitrator and the Seller and Buyer shall comply with all directions that may be given by the Auctioneer in respect of the complaint.
- (7) The Arbitrator may require, before proceeding to examine and determine the complaint that the Arbitrator's fees and expenses shall be paid in advance. The Seller and Buyer shall thereupon each pay one-half of the sum stipulated by the Arbitrator.
- (8) The Arbitrator may direct that the horse shall be subject to such trial as he may direct and the Seller and Buyer shall lend their full cooperation to such a trial.
- (9) If either the Seller or the buyer fail to comply with a direction of the Arbitrator or fail to pay any sum ordered to be paid by the Arbitrator, then the Arbitrator may at his own discretion decide not to proceed with the examination and determination of the complaint and may, if the Seller is in default, order that horse be returned to the Seller or may, if the Buyer is in default, order that the Buyer pay the full price to the Seller.
- (10) Upon the determination of the complaint, the Arbitrator may at his discretion order that the unsuccessful party pay to the other all the costs and expenses associated with the Complaints Procedure.

11. HARD HATS

Any person riding an animal at the Sale Premises must wear a hard riding hat of an approved standard.

12. SPECIAL CONDITIONS OF SALE

The Sale catalogue may contain additional special conditions of sale which may prevail over the aforementioned.

Notes

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