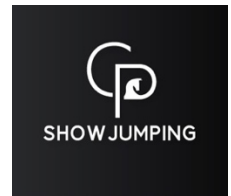


Terms and Conditions for the Sale of Horse



This Agreement is made and entered into on [xx/xx/xxxx] by and between:

Seller: (Acting as either the Seller or Agent)

Name: [Seller's Name]

Address: [Seller's Address]

Contact Information: [Phone Number, Email Address]

Buyer:

Name: [Buyer's Name]

Address: [Buyer's Address]

Contact Information: [Phone Number, Email Address]

Horse Details:

- Passport Name: [Name]
- Passport Number: [Number]
- Microchip Number: [Number]

1. Purchase Price

The purchase price for the Horse is £xxx. The Buyer agrees to pay this amount to the Seller under the following terms:

- **Deposit:** A non-refundable 10% deposit (to secure the Horse (for up to 7 days) from other interested parties and to give reasonable time for a vetting) of £xxx is due upon signing this Agreement in cleared funds.
- **Final Payment:** The balance of £xxx is due on or before [Final Payment Date] as cleared funds.

2. Transfer of Ownership

Ownership and title to the Horse shall transfer to the Buyer only after full payment of the purchase price has been received by the Seller. The Seller will provide all original documents to the Buyer.

3. Risk of Loss

The risk of loss, injury, or damage to the Horse shall transfer to the Buyer upon the Transfer of ownership.

4. Delivery and Collection

The Buyer (or another person designated by the Buyer) in coordination with CP Showjumping will arrange for the transportation of the Horse from the premises, (at the Seller's and the Buyer's convenience) at the Buyer's expense.

Where the Horse is not collected immediately upon ownership of the Horse passing from the Seller to the Buyer, the Buyer agrees to indemnify the Seller against all costs incurred in caring for the Horse (livery, veterinary costs etc. at prevailing rates) until the horse is collected by the Buyer or his/her employee/agent. Any loss, damage or injury how so ever

caused by the Horse whilst the Horse is at CP Showjumping's premises awaiting collection by the Buyer shall be the Buyer's responsibility.

5. Vetting

The Buyer acknowledges that they have had the opportunity to conduct a pre-purchase veterinary examination; in accepting or declining the opportunity to have the Horse inspected by a vet, the Buyer waives all rights to bring a claim against the Seller in respect of any matter revealed or which should have been revealed by the vet during that inspection.

Upon final payment the Buyer will arrange for collection of the horse within 24 hours of the vetting. If the Buyer chooses to not have the horse vetted the full payment of the horse must be completed within 24 hours of the deposit being paid. After this period livery charges will be incurred at the current rate.

The Seller will return the deposit in full if the Horse does not pass the vetting required by the Buyer.

6. Health and Condition of the Horse

The Horse is sold as-is, with the following health and condition disclosures:

- [Description of any known health issues, conditions, or vices]
- [Statement on the general health and fitness of the Horse for a particular purpose, if any]

The Buyer acknowledges that they have had the opportunity to conduct a pre-purchase veterinary examination.

The Buyer must satisfy themselves that the Horse is suitable for its intended purpose and is satisfied with its health, fitness and ability. The purchaser is welcome to ride the Horse in the sand school and take the horse out for a hack before purchase (all riding is undertaken at the rider's own risk).

The Seller makes no representation as to the past, current or future health, fitness, performance, ability or material defects which the Buyer acknowledges have been disclosed by the Seller.

The Buyer assumes full responsibility for the Horse's health after the transfer of ownership.

The buyer understands that CP Showjumping is a transient yard, the Buyer should therefore consider any quarantine requirements.

7. Warranties and Representations

The Seller makes no warranties or representations regarding the Horse except as explicitly stated in this Agreement. The Horse is sold as-is, without any warranties of fitness for a particular purpose.

The Buyer accepts that horses are unpredictable by nature and that horse riding is a high-risk sport. The Seller is unable to predict how any horse will mature or develop in new ownership, however the Seller will provide full details of the Horse's routine and current

exercise/feed/tack requirements in order that the Horse has the best opportunity of settling into its new home.

8. Returns and Refunds

There is no return or refund policy unless otherwise agreed in writing by both parties. The Buyer accepts the Horse in its current condition at the time of sale.

The Buyer is offered a *30-day money back guarantee, less 10%, if the horse is returned (30-day commences from receipt of final payment). To receive a refund the Horse must be returned in the same condition as it left the yard. The Seller reserves the right to pay for and have the Horse inspected by a vet on return, if necessary.

*When CP Showjumping is acting as an Agent, this 30-day money back guarantee does not apply.

9. Liability and Indemnity

The Buyer agrees to indemnify and hold harmless the Seller from any and all claims, liabilities, losses, or damages arising after the transfer of ownership of the Horse.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the sale of the Horse and supersedes all prior agreements, negotiations, and discussions, whether oral or written.

12. Signatures

By signing below, both parties acknowledge that they have read, understood, and agree to the terms and conditions set forth in this Agreement.

Seller:

Signature: _____

Name: [Seller's Name]

Date: _____

Buyer:

Signature: _____

Name: [Buyer's Name]

Date: _____