

Terms and Conditions

It is your responsibility to have read the Condition of Sale prior to purchasing.

By purchasing a horse from 'Corner wood Stud and Sport Horses' you will be bound by our terms and conditions.

1 Upon the Seller's receipt of the Purchase Price (as cleared funds): -

- The ownership of the Horse shall pass from the Seller to the Purchaser.
- The Seller strongly recommends that the Purchaser adequately insures the Horse (preferably covering third party liability, death, theft, veterinary fees and loss of use) prior to or immediately upon payment.
- Responsibility for any loss, damage or injury whatsoever caused by the Horse shall pass to the Purchaser.
- The Seller will release possession of the Horse to the Buyer or his/her employee/agent together with all original documents.
- The Purchaser (or another person designated by the Purchaser) in coordination with the Seller will arrange for the transportation of the Horse from the Seller's premises, (at the Seller's and the Purchaser's convenience) at the Purchaser's expense.
- Where the Horse is not collected immediately upon ownership of the Horse passing from the Seller to the Purchaser, the Purchaser agrees to indemnify the Seller against all costs incurred in caring for the Horse (veterinary costs etc.) until the horse is collected by the Purchaser or his employee/agent. Any loss, damage or injury howsoever caused by the Horse whilst the Horse is at the Seller's premises awaiting collection by the Purchaser shall be the Purchaser's responsibility.
- The Purchaser acknowledges that: - The Seller makes no representation as to the past, current or future health, fitness, performance, ability or material defects which the Purchaser acknowledges have been disclosed by the Seller (e.g. splints/unsafe in traffic/weaves/cribs).....N/A.....
- The Purchaser has inspected the Horse and is satisfied with its health, fitness and ability.
- The Purchaser acknowledges that the Horse is open to veterinary inspection and we strongly advise that all horses are vetted prior to purchase, all veterinary inspections must be taken place at Cornerwood Stud. In accepting or declining the opportunity to have the Horse inspected by a vet, the Purchaser 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.

- The Horse is purchased for the purposes of (delete as applicable) showing / dressage / show jumping / eventing /breeding / hacking/ riding club/ general riding / companion / other.
- The Purchaser is satisfied that the Horse is suitable for its intended purpose.
- The Purchaser 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 his new home.

1 Horses are sold with a 7-day exchange warranty. The start date of the warranty is the date the funds are transferred or the date of the receipt of bank transfer/cash or the date the horse is collected, whichever is the sooner.

1 If the purchaser wishes to return the horse within the 7-day warranty period, due to time wasters, we have now had to impose a 10% returns fee which would be deducted from the sales price if the horse/pony is returned.: -

(a) Cornerwood Stud agrees to exchange the Horse for one of equal quality and value, but under no circumstances will a cash refund be given.

(b) If the purchaser wishes to buy a horse of greater value for themselves they can use the original Horse as part payment.

(c) If the purchaser does not like anything in stock, Cornerwood Stud will endeavor to get a replacement as soon as possible. This will involve a trip abroad and may take up to a minimum of 2 weeks.

(d) The purchaser agrees to be patient during this time. Whilst every effort will be made to satisfy the purchaser's requirements quickly, it is not always possible to find the perfect match in each case.

1 If the purchaser wishes Cornerwood Stud to take the horse back to sell on their behalf, the following charges will apply –

- livery charged at the current rate.
- 10% of the sale price
- If separate sales advertising is required, the costs will be charged to the Purchaser.
- If the farrier or the vet is required, the costs will be charged to the purchaser.

1 The following conditions apply to the exchange warranty:

- The Horse must be returned in the same condition as it was in when it left the premises.

- All travel costs will be down to the buyer and the exchange must take place at Cornerwood Stud.
- The Horse must not be injured or blemished in any way.
- It must not be freeze marked or have ID brands on its feet or a replacement microchip inserted.
- Corner wood Stud reserve the right to have a veterinary surgeon inspect the Horse on its return.

In the event of dispute, the matter shall be referred to an independent Equestrian Expert to be agreed by the Purchaser and Seller.