



**MIDDLETON EQUESTRIAN CENTRE
VICARAGE HILL, MIDDLETON, TAMWORTH, STAFFS, B78 2AT
0121 311 1601**

www.middletonequestrian.co.uk

**TERMS AND CONDITIONS ON THE SALE OF HORSES/PONIES OWNED BY
MIDDLETON EQUESTRIAN CENTRE**

For the avoidance of doubt, the following terms and conditions have been produced to safeguard both the vendor and the purchaser; this document must be signed by both parties prior to any viewings.

1. Rider Capabilities

Levels of horsemanship vary, as do the requirements and expectations of each individual. It is the purchasers' responsibility to ensure that the horse is suitable for their own requirements and to this end the purchaser is to rely on their own skill and judgement, or those of their own expert, and is not the responsibility of Middleton Equestrian Centre to ascertain suitability. All of our horses and ponies are as described and we will make any purchaser aware of any vices prior to sale.

We provide extensive trial facilities and encourage potential purchasers to ride the horse/pony in all environments, including the indoor and outdoor schools and out hacking. Should you waive your rights to these trials MEC can accept no responsibility for the horse/pony once the purchase has taken place.

We expect that a decision on the horse/pony should be made after no more than 3 trials.

2. Warranty

Any reference by the vendor, whether written, orally or in any advertisement as to the future conduct or future performance of the horse is deemed an expression of opinion by the vendor and does not constitute a warranty condition or any other contractual term description or representation in any way whatsoever.

3. Open to Vet

This means that without obligation the purchaser is entitled to have any horse examined by a vet of their own choice, provided that the examination takes place on the vendor's premises, prior to the purchase and this at all times is at the purchaser's expense and not Middleton Equestrian Centre. All of our horses are open to a 2 or 5 stage vetting, by a vet of your choice, this should be arranged by the purchaser. Should the horse pass the vet, your deposit WILL NOT be returned if you change your mind about proceeding with the sale.

Once the horse has passed the vet we expect payment on that day and that you will arrange insurance from that date and the horse/pony becomes your responsibility. We will not accept any delays on this procedure.

We will hold the horse / pony for no more than 48 hours after this date. If you require us to keep the horse /pony for a longer period, this can be arranged but livery costs will be charged at a rate of £25 per day.

We offer a delivery service if you do not have transport and this is charged at £1 per mile round trip plus £25 for the driver (for short journeys up to 75 miles) (this may alter if the trip requires 2 drivers due to the length of the route, or if the trip is longer than 75 miles) – please ask for a quotation.

4. Reference

Reference by the vendor whether written, orally or in any advertisement as to age, type or height are approximations for identification purposes only. We only sell horses/ponies that have a passport, which provides us with the relevant information of type, age and height of the horse (we will not take any responsibility for inaccuracies on the passport issued to the relevant horse/pony).

5. Exchangeable Warranty

Exchangeable warranty is valid for four weeks, and it shall only apply if the purchasers have strict proof of the horse's unsuitability, and is not due to their own mismanagement. The horse must be returned in the same mental and physical condition as when it left the vendor's premises. WE DO NOT REFUND MONEY, but we will however either part exchange (additional funds may be required) or re-sell the horse/pony on your behalf, if the above applies within the four weeks of the purchase date, thereafter Middleton Equestrian Centre do not and will not accept responsibility for unsuitability howsoever caused.

6. Payment

Payment shall be cash, banker's draft, or credit transfer. A deposit of 10% in cash/debit card payment will secure an option to purchase which is non-refundable, if the full transaction does not occur, unless the horse/pony fails the vetting, then a refund of the deposit will be made. Once a deposit is taken we will not show the horse/pony to any other prospective purchaser as long as a vetting and/or the full proceeds are arranged within 3 days of the deposit being taken. Failure to meet these deadlines will result in the horse/pony being re marketed.

Charges - if payment is made by debit card a charge of 0.5% of EACH transaction will be charged
If payment is made by credit card a payment of 2.5% of EACH transaction will be charged.
There are no charges for cash or bank transfers

The horse/pony remains the property of Middleton Equestrian Centre and cannot leave the premises until full payment has been received, this includes any livery payment that may be due.

I have read and agree to Middleton Equestrian Centre's terms and conditions on the purchase of any horse/pony owned by them.

Name

Address

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Signed

Signed on behalf of Middleton Equestrian Centre

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Date

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