

## Advice to Buyers

Goffs advise potential purchasers to read the **Conditions of Sale** on pages 37-57 before bidding, as well as the **Bloodstock Industry Code of Practice** that follows as Appendix 2, as both are legally binding.

The Conditions of Sale are the "laws" of our sales and are designed to protect the rights of both Vendor and Purchaser whilst ensuring that Goffs auctions are fair to both parties. They set out the legal basis under which Goffs auctions are conducted whilst the Code of Practice is designed to prevent malpractice at bloodstock sales in UK and Ireland.

In addition Goffs offers the following advice:

- Goffs strongly recommend that Purchasers use a professional adviser
- Goffs strongly recommend that Purchasers inspect the horses before bidding and obtain veterinary advice where appropriate
- Purchasers should listen carefully to any announcements that may be made by the auctioneer at the time of each sale as those announcements are final and binding on all parties. It is a Purchaser's responsibility to hear any such announcements
- Information on the bid boards and notice boards are for guidance only and no liability shall attach to Goffs or the vendor for any errors or omissions
- All relevant paperwork and certification is available for inspection in the Sales Office prior to sale
- Purchasers are reminded that horses are at their risk from the fall of hammer, or time of private purchase. Goffs strongly recommends that insurance cover is effected immediately
- Passports will be forwarded to Purchasers as soon as is practical following the Sale or may be collected by the Purchaser from the Sales Office on the day of Sale
- After sale no lot will be allowed to exit Goffs without an official pass-out which must be obtained from the Sales Office

Goffs are part of the *Bloodstock Industry Forum* that produced the Bloodstock Industry Code of Practice which outlines the relevant laws in effect in Britain and Ireland. Goffs works to the highest standards of integrity and has zero tolerance of any breach of the Code. As per Condition of Sale 1.4.2, all Vendors, Purchasers and bidders are bound by the Code. Goffs strongly advises all participants at all sales to read the Code and note the serious consequences of any failure to abide by it without exception

## Conditions of Sale

Conditions Of Sale (updated January 2022)

This sale is held subject to the Conditions of Sale set out below. All potential Vendors and Purchasers are advised to carefully read these Conditions of Sale as well as the Advice to Buyers on the previous page and the Bloodstock Industry Code of Practice that follows as Appendix 2. The Conditions of Sale in this Sale catalogue take precedence over any previously issued Conditions of Sale.

### 1 DEFINITIONS

- 1.1 **Affiliate** means any person that Controls Goffs, is Controlled by Goffs or is under common Control with Goffs.
- 1.2 **Associated Company** means Robert J. Goff & Co Plc, a subsidiary of Robert J Goff & Co Plc or a holding company of Robert J Goff & Co Plc or any other subsidiary of that holding company or an Affiliate, but specifically, without limitation of the foregoing, Goffs Country Property Consultants Limited, Goffs UK Limited and Goffs Bloodstock Sales Limited.
- 1.3 **Catalogue** means the catalogue in which these terms and conditions are contained. The word Catalogue also includes any supplement to it issued by Goffs from time to time.
- 1.4 **Code** means The Code of Practice drawn up by the Bloodstock Industry Forum and appended to these Conditions as Appendix 2.
- 1.4.1 Goffs fully supports the Code which is also available on Goffs' website.
- 1.4.2 All participants at Goffs sales (whether Vendors, Purchasers, agents or otherwise) hereby acknowledge that they are bound by and agree to observe in full the Code including any amendments that may be made and published from time to time.
- 1.5 **Control** means, in relation to any person, the beneficial ownership of any of the issued share capital of, or the legal power to direct or cause the direction of the general management of the person in question or its holding company or parent company.
- 1.6 **Debtor** means any Vendor, Purchaser or New Purchaser (as appropriate) with any liability to Goffs;
- 1.7 **Goffs** means Robert J. Goff & Co. plc and/or Goffs Bloodstock Sales Limited.
- 1.8 **Goffs Premises** means Kildare Paddocks or outside standing.
- 1.9 **Lot** means the horse which is to be sold and which has a Lot number in the Catalogue.
- 1.10 **New Purchaser** means the person to whom the Lot has been transferred after the Sale in accordance with 7.2 below.
- 1.11 **Owner** means the person, partnership, syndicate or corporation named on the Entry Form as the owner of the Lot.
- 1.12 **Prohibited Substances** means any anabolic steroid and/or bisphosphonate and/or any corticosteroid and/or clenbuterol and/or any non-steroidal anti-inflammatory drugs or their metabolites.

- (a) Anabolic Steroid means an anabolic androgenic steroid, or a metabolite, an isomer, an isomer of the metabolite or a pro-drug of the substance.
- (b) A lot is only returnable for the presence of bisphosphonates up to (but not including) the age of four.
- 1.13 **Purchaser** means the highest bidder to whom a Lot is knocked down by Goffs or who purchases the Lot privately following the sale.
- 1.14 **Purchase Price** (as regards the Purchaser) is the price in Euro at which the Lot was knocked down by Goffs in the ring or the price at which it is sold privately plus V.A.T. and commission.
- 1.15 **Sale** means the sale by auction conducted by Goffs.
- 1.16 **Sale Price** (as regards the Vendor) means the price in Euro at which the Lot was knocked down by Goffs or the price at which it is sold privately, subject to deductions for commission, entry fee and any other charges which may apply.
- 1.17 **Sales Office** means the office behind the auctioneers' rostrum, as used on Sale days.
- 1.18 **The Panel** means one or more Veterinary Surgeons appointed by Goffs.
- 1.19 **Vendor** means the person, partnership or corporation named on the Entry Form as the Owner of the Lot, or, if no Owner is named on the Entry Form, the person who entered the Lot for sale. If the Vendor is not the Owner of the Lot or the legal owner(s) of the Lot,

the Vendor shall be deemed at all times and for all purposes to be the servant or agent of the Owner and/or the legal owner(s).

## 1.20 In these Conditions:-

- 1.20.1 The singular includes the plural and vice versa;
- 1.20.2 References to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);

## 2 THE SALE

### 2.1 COMMISSION AND FEES

- 2.1.1 An entry fee is payable to Goffs by the Vendor for each Lot entered and catalogued. The fee is non-refundable upon publication of the Catalogue.
- 2.1.2 The Vendor will pay commission to Goffs equal to 1.5% of the Sale Price (subject to a minimum of €100).
- 2.1.3 The Purchaser will pay commission to Goffs equal to 6% of the Purchase Price.
- 2.1.4 Goffs reserve the right to charge full commission of 7.5% from the Vendor in respect of any cancelled sale.
- 2.1.5 Goffs reserve the right to charge full commission of 7.5% from the Vendor in respect of any Lot sold between the date of publication of the Catalogue and seven calendar days following the last day of the sale.

2.1.6 When a Lot is bought in 100% by the Vendor 7.5% of the price of that Lot is payable by the Vendor unless Goffs are notified by the conclusion of the sales session in which the Lot was offered and the Lot is published as a "Vendor" sale, in which case 2.5% of the Price is payable by the Vendor to Goffs (subject to a minimum commission of €100).

2.1.7 When a Lot is unsold the Vendor will pay to Goffs 2.5% of the reserve price if the reserve price exceeds €20,000.

2.1.8 A withdrawal fee of €1,000 for the Orby Sale, and €250 for any other Sale, is payable by the Vendor to Goffs for any Lot which is catalogued and withdrawn prior to the Sale unless notification of withdrawal is accompanied by a veterinary certificate to the satisfaction of Goffs.

2.1.9 All fees and commissions are subject to VAT at the appropriate rate.

### 2.2 BIDDING

- 2.2.1 The auction shall be conducted in Euro. Subject to the discretion of the auctioneer, no bid shall advance less than €200 up to €2,000; €500 up to €20,000; €1,000 up to €50,000; €2,000 up to €100,000; €5,000 up to €500,000; €10,000 up to €1,000,000; €50,000 thereafter.
- 2.2.2 Online bidders will be offered bid amounts that reflect those most commonly used in a live sale, which will generally, but not exclusively, be subject to the same

minimum advances outlined in 2.2.1 above.

2.2.3 Should any dispute arise between two or more bidders, or between Goffs and any bidder, Goffs decision shall be binding on all parties. At Goffs' discretion the Lot in dispute may be put up again for auction and resold, subject to the reserve price in accordance with 3.1 below

## 3 VENDORS

- 3.1 Vendors of Lots are subject to entry fees and commission as outlined in Condition 2.1. All Lots are subject to a reserve price which shall either be the minimum selling price set by Goffs or any higher reserve price which Goffs must have received in writing from the Owner, the Vendor or his agent prior to the Lot being offered for sale. Where no instruction is received in writing from the Owner, the Vendor or his agent, the Lot will be offered without reserve.
- 3.2 Each Vendor undertakes that a Lot entered in the Catalogue shall not be sold before the Sale.
- 3.3 Goffs will endeavour to have all Catalogue information correctly stated, but the Vendor is responsible for the accuracy of its content and the correction of any error or omission. Goffs shall not be liable for any statements made in the Catalogue or from the rostrum concerning a Lot. Catalogue descriptions, pedigrees or performances are prepared for them by Weatherbys Ltd. as a service to Goffs who are acting

## Conditions of Sale *(Continued)*

- in their capacity as agent for the Vendor, and the content or accuracy of any representation or statement are solely made by the Vendor in relation to any Lot. Neither Weatherbys Ltd. nor Goffs accept any liability for any loss resulting from any errors or omissions contained in the catalogue detail.
- 3.4 The Vendor undertakes:
- (a) To lodge in the Sales Office for each Lot, the Passport, vaccinations, health certificates in accordance with Appendix 1 of these Conditions and any veterinary certificate referred to in Condition 4.1, whichever apply, prior to the Sale. Goffs will not offer any Lot for sale unless the Passport and any other relevant documentation have been lodged prior to the Sale in the Sales Office.
- (b) To ensure that all Lots are correctly micro-chipped. The Vendor undertakes to bear the cost of micro-chipping if any Lot is found not to be correctly microchipped by the conclusion of the Sale.
- (c) All Lots from yearlings (after July 1st upwards) must have up to date vaccinations in accordance with the Vendors' Sales Requirements (Appendix 1 of these Conditions). Where vaccinations are not up to date, a notice to that effect will be announced by the auctioneer, or the Lot must be withdrawn.
- 3.5 All import/export paperwork must be in order prior to the Sale or the Lot may be withdrawn at Goffs discretion. It will be the sole responsibility of the Vendor to ensure that any Lot's paperwork
- is in order and the Vendor will bear the cost of any outstanding paperwork whilst Goffs will not pay the sales proceeds to the Vendor until the appropriate documentation has been delivered to the Purchaser.
- 3.6 A Vendor or any one person on his behalf may bid for any Lot owned by such Vendor. Where however a Lot is stated to be "the Property of a Partnership" or "to Dissolve a Partnership" any partner, syndicate member, co-Owner or other person interested may bid on his own behalf either personally or through an agent.
- 3.7 In the case where any Lot has been knocked down to a bidder who has made no payment arrangements prior to bidding Goffs may impose one of the following measures in their absolute discretion:
- (a) The sale will be deemed to be cancelled and the Lot will immediately be reoffered on behalf of the Vendor
- (b) Goffs will not make payment to the Vendor until the Lot has been paid for in full
- 3.8 Upon receipt of a single written application from the Vendor Goffs will pay to the Vendor the Sale Price of each Lot sold not earlier than 35 days after the last day of Sale or on such date as specified in the Entry Form or as agreed, subject to 3.7 above, and 3.9, 3.10, 3.11, 3.13 below. Goffs are not under any obligation to place the sale proceeds on deposit prior to the Vendor's Application for Payment. Unless otherwise instructed by the Vendor, Goffs will issue payment to the Vendor
- by way of cheque posted by ordinary post to the address provided by the Vendor on the Application for Payment. Payment to the Vendor in this manner will be deemed to have been made at the time of posting of the cheque by Goffs and all payments are sent at the risk of the Vendor and Goffs will incur no liability to any party as a result of the non-delivery of the cheque to the Vendor.
- 3.9 In the case of any Lot where a dispute has arisen between the Vendor, the Owner, the Purchaser and/or any third party making any claim in relation to the Lot, or where there are competing claims for payment, Goffs may refuse to make payment to the Vendor pending resolution of the dispute. In exercising this right, Goffs will incur no liability to any party, and no interest shall be payable by Goffs on any sale proceeds retained.
- 3.10 When the Owner of a Lot is a partnership or a syndicate and one or more member(s) of that partnership or syndicate is the Purchaser, Goffs reserve the right to withhold payment on that Lot until the Purchase Price has been received in full from the Purchaser.
- 3.11 The Vendor shall indemnify Goffs in respect of any loss, or liability suffered or costs disbursements or expenses incurred bona fide by Goffs by reason of bringing or defending any proceedings which arise directly or indirectly from any breach of these Conditions of Sale by the Vendor or in relation to the sale of the Lot.
- 3.12 The Vendor is responsible for each Lot, up to and including the Sale. This includes any liability to Goffs and/or their parties. Vendors are required to ensure they have carried out appropriate risk assessments, that each Lot is appropriately handled and remains under their control, and that they have appropriate public liability insurance in place, with a limit of indemnity no less than €6,500,000 for any one claim. Goffs holds no liability to third parties as a result of injury from any Lot and this solely rests with the Vendor.
- 3.13 The Vendor acknowledges that Goffs may disclose any personal data included in the sales entry form (including the identity and ownership interest of the person(s) stated on the sales entry form to be the Owner(s) of the Lot and the Vendor's identity and ownership interest, as applicable) to any person in connection with the Sale at Goffs absolute discretion (including by publishing the personal data included on the sales entry form in the Register of Ownership which will be available for anyone to inspect in the Sales Office on the day of the Sale). Where the Vendor provides information about the Owner(s) on the sales entry form, the Vendor confirms that they are permitted to do so in accordance with the General Data Protection Regulation and the Data Protection Acts 1988 - 2018 and the Vendor has made the Owner(s) aware that Goffs may disclose the information in accordance with this Condition 3.13 and the Goffs privacy policy which can be found at <https://www.goffs.com/privacy-policy>.

## Conditions of Sale *(Continued)*

3.14 The Vendor authorises Goffs to deduct from the Sale Price of each and every lot sold the sum of £3/€3 to be paid to the Bloodstock Industry Forum for the purpose of providing a facility for a participant with concerns over an alleged breach of the Code to obtain free, initial and independent legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of the Code and for the purpose of enabling the Code to be reviewed annually to ensure that it remains current, robust and fit for purpose.

### 4. BASIS OF SALE

4.1 There is no term implied in any sale that any Lot is of merchantable quality or is fit for training or any particular purpose. Any term, condition or warranty that might be incorporated into or apply to these Conditions of Sale are excluded to the maximum extent permissible by applicable law. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. Additionally a Purchaser must make his own enquiries and exercise his own judgement as to the value of a Lot. A Lot may be offered for sale in one or more of the following ways:

- (a) **As it stands** (without Veterinary Certificate) subject always to paragraph 4.2 below.
- (b) **With a Veterinary Certificate** (subject to post-sale Re-Examination by The Panel) issued by Goffs and dated not earlier than 14 days prior to the Sale and which must be lodged in the Sales Office prior to the sale, and which will be

read out by Goffs at the time of Sale. If required by a Purchaser such Lot shall be subject to re-examination by a member of The Panel, providing the Purchaser has notified the Sales Office within 60 minutes of purchase that a re-examination is required. Failure to request a re-examination under this Condition will prevent the Purchaser seeking cancellation of the sale for any conditions in 4.2 below. In the event of a difference of opinion between the Panel and the Veterinary Certificate the sale may be cancelled at the discretion of the purchaser, provided notice of cancellation is made by the Purchaser to Goffs no later than 1 hour after the Purchaser was notified by Goffs of the Panel's decision

- (c) **With a Pre-Sale Veterinary Certificate, (subject to pre-sale examination by The Panel)** to which the following conditions shall apply:
  - (i) A Veterinary Certificate issued by Goffs and dated not earlier than 14 days prior to the day on which the Lot is catalogued to be sold shall be lodged in the Sales Office before the re-examination
  - (ii) The Lot shall be re-examined prior to the Sale by The Panel
  - (iii) The Panel's certificate shall be deemed to be an expression of opinion by a duly qualified veterinary surgeon and shall not constitute a warranty
  - (iv) the Certificate will be read out by Goffs at the time of Sale
  - (v) the fee for the re-examination shall be borne by the Purchaser
  - (vi) No Lot shall be permitted to leave Goffs Premises

between the re-examination by The Panel and the time of sale

- (d) **With a Pregnancy Certificate** dated not earlier than 14 days prior to the Sale which must be lodged in the Sales' Office by the Vendor prior to the Sale, and which will be read out by Goffs at the time of Sale. Where a Broodmare is sold with a Veterinary Certificate of Pregnancy, the Purchaser may request to have her re-examined for pregnancy by The Panel provided the Purchaser has notified Goffs within 60 minutes of purchase that a re-examination is required. If the Broodmare is found not to be as certified, the sale may be cancelled at the discretion of the Purchaser provided notice of cancellation is made by the Purchaser to Goffs no later than 1 hour after the Purchaser was notified by Goffs of The Panel's decision. The Purchaser shall in all cases be liable for the re-examination fee.
- (e) **With a Breeding Certificate** dated not earlier than 14 days prior to the Sale which must be lodged in the Sales' Office prior to the sale, and which will be read out by Goffs at the time of Sale. Fillies or broodmares which are not in foal and which are offered for sale as Breeding Stock must be offered with a Breeding Certificate, except for two-year-old fillies, or broodmares that have foaled since the publication of the Catalogue and prior to the sale where no warranty as to their suitability for breeding is given or implied. Where a Broodmare or Filly is sold with a Breeding Certificate, the Purchaser may request to have her re-examined for suitability for

breeding purposes only by The Panel provided the Purchaser has notified Goffs within 60 minutes of purchase that a re-examination is required. If the Broodmare or Filly is found not to be as certified, the sale may be cancelled at the discretion of the Purchaser provided notice of cancellation is made by the Purchaser to Goffs no later than 1 hour after the Purchaser was notified by Goffs of The Panel decision. The Purchaser shall in all cases be liable for the re-examination fee.

Immediately following Goffs being notified that an examination on behalf of a Purchaser is required, the Vendor must present the Lot to The Panel. In the event of the Vendor not making himself available, the Purchaser may elect to cancel the Sale, or Goffs may commission an agent to present the Lot to the Panel, for which a charge of €20 will be deducted from proceeds of sale. In the event of the Lot being taken for such examination by either by the Purchaser, Goffs or their respective agents it nevertheless remains at the sole risk of the Vendor until the completion of the re-examination, and the party taking the Lot shall not be responsible for the death, injury or any damage caused by the Lot or to the Lot while temporarily under its control.

### 4.2. RE-EXAMINATION PROCEDURE

4.2.1 Any Lot which is a two-year-old or older, (other than a filly sold with a breeding certificate only, or a broodmare or a stallion), which is

## Conditions of Sale *(Continued)*

- a Whistler and/or a Roarer, (being a horse which makes an abnormal inspiratory sound when actively lunged) and in addition has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) and is not so described, is returnable subject to compliance with Condition 4.2.3
- 4.2.2 Any Lot described as a yearling (after 1st July of its yearling year) which is or has any of the following
- A Whistler and/or a Roarer (being a horse which makes an abnormal inspiratory sound when actively lunged) and in addition has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy); or
  - Rostral displacement of the palatopharyngeal arch; or
  - Epiglottic entrapment; or
  - Chondroma or significant arytenoid chondritis; or
  - Subepiglottic cyst(s); or
  - Cleft palate
- and is not so described, is returnable, in accordance with Condition 4.2.3
- 4.2.3 Any Lot found to be suffering from any conditions described in Conditions 4.2.1 or 4.2.2 is returnable and the sale cancelled provided that:
- It has not been removed from Goffs Premises; and
  - Within 24 hours from the fall of hammer:
    - The Purchaser's Veterinary Surgeon must lodge a certificate with Goffs, expressing his opinion that the Lot is or has any of the conditions set out in Condition 4.2.1 or 4.2.2; and
- (b) The Purchaser must present the Lot to The Panel as instructed by Goffs.
- (iii) The re-examination will be arranged by Goffs at the Purchaser's expense.
- Whether a Lot is or has any of the conditions set out in Condition 4.2.1 or 4.2.2 will be decided by The Panel whose decision shall be final and binding on the Vendor and Purchaser.
- 4.2.4 Additionally the Sale may be cancelled at the discretion of the Purchaser if the Lot, in the opinion of The Panel, is incapable of (i) being lunged in both directions to The Panel's satisfaction or (ii) being scoped to The Panel's satisfaction.
- 4.2.5 The Purchaser expressly acknowledges that there are other conditions other than those set out in Conditions 4.2.1 and 4.2.2 which may be revealed by endoscope which are not grounds for return to the Vendor.
- 4.2.6 The appropriate re-examination fee arising from any re-examination by The Panel shall be paid to Goffs by the Purchaser.
- 4.2.7 Goffs in no way accept responsibility for the findings of The Panel carrying out the re-examination.
- 5. PROHIBITED SUBSTANCES**
- 5.1.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to all Lots from yearlings (after 1st July) upwards with the exception of mares that have previously been covered by a stallion.
- 5.1.2 Where Prohibited Substances are referred to in a certificate signed by an independent qualified veterinary surgeon and read out by Goffs at the time of the Sale the Condition will apply but the Lot shall not be returnable to the Vendor unless Prohibited Substances other than those certified and read out are present.
- 5.1.3 A blood sample will be taken from the Lot where the Purchaser instructs Goffs to do so immediately after purchase of the Lot by signing to this effect on the Acknowledgement of Purchase Form supplied by Goffs. The Purchaser shall be responsible to Goffs for the costs and expenses of taking and testing the sample unless the said sample contains Prohibited Substances other than those certified and read out in which event the Vendor shall be responsible for such costs and expenses. Failure to request a drug test under this Condition will be an absolute bar to the Purchaser returning the Lot under this Condition.
- 5.1.4 When a Purchaser makes a request under Condition 5.1.3 the Vendor shall immediately deliver the Lot to a designated holding area in accordance with Goffs' instructions where a member of The Panel will take a sample from the said Lot. If the Vendor fails to comply with these instructions the sale may be cancelled at the discretion of the Purchaser.
- 5.1.5 Where a Purchaser instructs Goffs to take and test a blood sample the said Lot shall not be removed from Ireland or the United Kingdom and if they do so, the Purchaser shall be liable for the costs of returning the Lot back to the Vendor in the event of a Purchaser electing to return the Lot in accordance with a right to do so under this Condition.
- 5.1.6 If after one hour from the delivery of the Lot to the designated holding area a blood sample has not been taken from the said Lot (notwithstanding that The Panel have used such reasonable endeavours as are commensurate with the circumstances) the Sale may be cancelled at the Purchaser's discretion.
- 5.1.7 Where a blood sample is found to contain Prohibited Substances other than those certified and read out the Purchaser may elect to return the Lot to the Vendor providing such election is made to Goffs by 5pm on the seventh calendar day after the Purchaser was notified by Goffs of the result.
- 5.1.8(a) Where a Purchaser elects to return a Lot in accordance with this Condition Goffs shall notify both parties that the Sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the

## Conditions of Sale *(Continued)*

- Purchaser in connection with this Lot subject to Condition 5.1.5.
- (b) Upon Goffs having acknowledged receipt of the Purchaser's notice in accordance with Condition 5.1.8(a) hereof Goffs shall give notice to both Vendor and Purchaser that the Contract of the Sale in respect of the said Lot has been cancelled.
- (c) The Lot shall be at the Purchaser's risk in all respects from the fall of the hammer until notice is given by Goffs in accordance with Condition 5.1.8(b) hereof. For the avoidance of a doubt, in any case where Goffs has been given such notice the Lot is thereafter at the risk of the Vendor.
- (d) If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor Shall:
- Pay Goffs on Invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been cancelled by the Purchaser.
  - Pay Goffs on Invoice its charge for taking the sample, having it analysed under this Condition.
  - Indemnify Goffs against all costs claims demands actions and expenses out of or in connection with its decision under this Condition.
- 5.2 BLOOD SAMPLING FOR PIROPLASMOSIS**
- 5.2.1 This Condition stands alone and is separate and distinct from Condition 4 and applies to any Lot described as a yearling (after 1st July of its yearling year) or older, other than any Lot offered at the Punchestown Sale, Land Rover Sale and December National Hunt Sale.
- 5.2.2 Where a Lot is described without qualification as positive for Piroplasmosis and read out by Goffs at the time of the Sale the Condition will apply but the Lot shall not be returnable to the Vendor. Where a Lot is not so described, the Lot shall be returnable to the Vendor in accordance with this Condition where Goffs decides in its absolute discretion that a blood sample taken from the said Lot in accordance with this Condition and tested in accordance with the Böse test for Piroplasmosis under OIE Protocol using a Piro IFAT test ("the Prescribed Test") contains the specified levels of either *Theileria equi* or *Babesia caballi*.
- 5.2.3 A list showing the specified levels for *Theileria equi* and *Babesia caballi* is available upon request made to Goffs and Purchasers and Vendors are advised to check the current specified levels before purchasing or entering a Lot for sale.
- 5.2.4 A blood sample will be taken from the Lot where the Purchaser instructs Goffs to do so immediately after purchase of the Lot by signing to this effect on the Acknowledgement of Purchase Form supplied by Goffs for the purpose of this Condition and to have the sample tested for the presence of Piroplasmosis. The Purchaser shall be responsible to Goffs for the costs and expenses of taking and testing the sample unless the said sample is found to be positive in accordance with Condition 5.2.2 in which event the Vendor shall be responsible for such costs and expenses. (For the avoidance of doubt, any sample not found to be negative shall be deemed to be positive). Failure to request a test for Piroplasmosis under this Condition will be an absolute bar to the Purchaser returning the Lot under this Condition.
- 5.2.5 When an instruction under Condition 5.2.4 is received the Vendor shall immediately deliver the Lot to a designated holding area in accordance with Goffs instructions, where a member of the Panel will take a sample from the said Lot. If the Vendor fails to comply with these instructions the sale may be cancelled at the discretion of the Purchaser.
- 5.2.6 If after one hour from the delivery of the Lot to the designated holding area a sample has not been taken from the said Lot (notwithstanding that The Panel have used such reasonable endeavours as are commensurate with the circumstances) the sale may be cancelled at the Purchaser's discretion.
- 5.2.7 Goffs shall exercise its absolute discretion in making a decision under Condition 5.2. Goffs decision shall be final and binding on both Vendor and Purchaser and Goffs shall not be responsible for any loss or expense incurred by any party arising out of its decision.
- 5.2.8 The Purchaser expressly acknowledges that, although there are other methods of testing for Piroplasmosis, a Lot is only returnable to the Vendor if it is decided by Goffs that the sample taken from a Lot and tested using the Prescribed Test contains the specified levels of either *Theileria equi* or *Babesia caballi*. The Purchaser further acknowledges that the presence of either *Theileria equi* or *Babesia caballi* in the sample at levels below the specified levels is not a ground for return of a Lot to the Vendor, in which instance the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.
- 5.2.9 Where a Purchaser instructs Goffs to take and test a blood sample the said Lot shall not be removed from the United Kingdom or Ireland and if they do so, the Purchaser shall be liable for the costs of returning the Lot back to the Vendor in the event of a Purchaser electing to return the Lot in accordance with a right to do so under this Condition.
- 5.2.10 Where a sample is found to be positive the Purchaser may elect to return the Lot to the Vendor providing such election is made to Goffs by 5pm on the seventh calendar day after the Purchaser was notified by Goffs of the result.
- 5.2.11 Where a Purchaser elects to return a Lot in accordance with

## Conditions of Sale *(Continued)*

this Condition Goffs shall notify both parties that the contract of sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the Purchaser in connection with this Lot, subject to Condition 5.2.9.

### NOVEMBER FOAL SALE & FEBRUARY SALE

- 5.3.1 This Condition stands alone and is separate and distinct from Conditions 5.2.1 to 5.2.11 and applies to any Lot described as a foal or yearling (prior to 1st July of its yearling year) offered for sale at either the Goffs November Foal Sale or the Goffs February Sale.
- 5.3.2 A Purchaser may instruct a Veterinary Surgeon to take a blood sample from a Lot, no later than 5.00 pm on the second calendar day after the Lot was purchased, to be tested in accordance with either the Elisa Test or the Piro IFAT test.
- 5.3.3 Where a Lot is not so described, the Lot shall be returnable to the Vendor if the Lot is found to be positive for Piroplasmosis. (For the avoidance of doubt, any sample not found to be negative shall be deemed to be positive).
- 5.3.4 Any Purchaser wishing to invoke this Condition must do so by informing Goffs in writing (as per Condition 16) **by 5.00 pm on the seventh calendar day after the Lot was purchased** giving

specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon and/or a recognised research laboratory.

- 5.3.5 The Lot shall be returnable to the Vendor if a further blood sample taken from the said Lot, and tested in accordance with the Böse test for Piroplasmosis under OIE Protocol using a Piro IFAT test ("the Prescribed Test"), contains the specified levels of either *Theileria equi* or *Babesia caballi*. Goffs decision shall be final and binding on both Vendor and Purchaser and Goffs shall not be responsible for any loss or expense incurred by any party arising out of its decision.
- 5.3.6 All expenses and charges incurred by such adjudication shall be paid by the Party found to be in error.
- 5.3.7 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of Goffs decision to cancel the sale (if appropriate).
- 5.3.8 If any Lot has been removed from Ireland or the United Kingdom prior to the Purchaser making a complaint, it will be the Purchaser's responsibility to transport the lot at their cost within five days to a referee in Ireland, the United Kingdom or France as appointed by Goffs.
- 5.3.9 Where a Purchaser elects to return a Lot in accordance with this Condition Goffs shall notify both parties that the contract

of sale is cancelled and the Lot will be at the Vendor's risk from such time that he is notified. The Vendor must arrange for the Lot to be collected, and pay for any such transport, and any other reasonable costs incurred by the Purchaser in connection with this Lot, subject to Condition 5.3.8.

### 5.4 FURTHER SAMPLING

- 5.4.1 Nobody may remove a sample of hair, blood or any other testable material from any Lot while on Goffs Premises, without specific permission from the Vendor. No sample of hair, blood, urine or other testable material from any Lot, other than as described in Conditions 5.1 to 5.4, shall be used as reason for the return of any Lot.

### 6. ENGAGEMENTS

- 6.1 A Lot is sold with engagements as given in the Catalogue, or announced at the time of Sale. Goffs however, accept no responsibility for engagements given or omitted. It will be the sole responsibility of the Vendor to ensure that the relevant documentation is completed and lodged with the Authority in question, but of the Purchaser to cancel any race entry if a forfeit applies. A Declaration of Forfeit for UK engagements must be made to Weatherbys and for Irish engagements to Horse Racing Ireland.
- 6.2 In particular Goffs do not warrant that a Lot is eligible for participation in the IRE Incentive Scheme or any other breeders' scheme whether European or

American notwithstanding that a statement to that effect or so implying may have been included in the Catalogue or made from the Rostrum.

### 7. PRIVATE SALES

- 7.1 Any sale concluded between a Purchaser and a Vendor within seven calendar days following the last day of the Sale at which the Lot was unsold or bought in by the Vendor shall be subject to the Conditions of Sale. Such transactions must be finalised in writing on a Private Sale Form signed by the Vendor, the Purchaser and an authorised representative of Goffs. For the avoidance of doubt, this includes any sale conducted on line. The terms of Condition 9 below will apply to the Purchaser.
- 7.2 Where Goffs accepts the transfer of a Lot from the Purchaser to a third party (the New Purchaser), the appropriate Private Sale Form must be completed in the Sales Office. The terms of Condition 9 below will apply to the new Purchaser.

### 8. PASSING OF RISK AND TITLE

- 8.1 The Lot will be at the Vendor's risk at all times until the fall of hammer (or time of sale if sold privately) when the risk shall pass to the Purchaser subject to conditions 8.2 and 8.3 below.
- 8.2 Any Lot sold subject to Re-examination under the terms of condition 4.1 above shall be at the Vendor's risk for 60 minutes from the fall of the hammer or,

## Conditions of Sale *(Continued)*

- if Re-examination is requested, until the completion of the re-examination. Risk remains with the Vendor if/when the Lot fails the examination and passes to the Purchaser if/when the Lot passes.
- 8.3 Any Lot tested for Prohibited Substances and/or Piroplasmiasis under the terms of condition 5 above shall remain at the Vendor's risk from the fall of the hammer until the sample has been taken from the Lot when risk passes to the Purchaser. If the sample proves to be positive for Prohibited Substances or Piroplasmiasis, risk will pass back to the Vendor when the Vendor is notified.
- 8.4 Notwithstanding the passing of risk in this Condition or delivery of the Lot to the Purchaser, the Vendor shall retain title to the Lot until the full purchase price has been paid to Goffs.
- 8.5 Where Goffs have paid out the Vendor in accordance with 3.8 above, title of the Lot will vest in Goffs on the same terms as 8.4 above.
- 9. PURCHASERS**
- 9.1 All purchases are subject to 6% buyer's commission as outlined in Condition 2.1.3.
- 9.2 Goffs strongly recommend that Purchasers should attend the Sale in person and Purchasers are strongly advised to inspect each Lot prior to purchase. It is the responsibility of the Purchaser to ensure that he is satisfied with the condition of any Lot before bidding. Prospective purchasers may use a Veterinary Surgeon of their own choice to check or inspect the condition of any Lot prior to sale provided the consent of the Vendor is obtained in advance, that the Vendor expressly consents to the form of inspection to take place and it is understood by prospective purchasers that such consent is entirely at the Vendor's own discretion.
- 9.3 All Lots are sold subject to these Goffs Conditions of Sale and are subject to any announcements that may be made by the Auctioneer. A Vendor may call upon Goffs to amend the Catalogue description at the Sale and it is the Purchaser's responsibility to ensure he hears any such announcement made by the auctioneer as a consequence. The information on the Goffs notice board, website and announcement boards in the Sales ring is for guidance only and Goffs is not liable for any error or omission from such information.
- 9.4 All certificates referred to in the Catalogue will be available for inspection in the Sales Office prior to the Sale.
- 9.5 Immediately after the purchase of each Lot, the Purchaser must sign the Acknowledgement of Purchase Form confirming the sales details together with his name, address and other information as required by Goffs.
- 9.6 Subject to Condition 9.9, payment must be made in Euro by the Purchaser for each Lot on the day of the Sale and the Lot must be removed by the Purchaser by the close of each day's sale. Prior to the Sale Goffs may agree to other payment terms at their discretion and may allow the Purchaser to remove the Lot before full payment has been received. In the event that payment is not received under the agreed terms, Goffs will endeavour to collect the debt by whatever means are deemed appropriate. Goffs will not accept payments in cash for any Lot.
- 9.7 No Lot will be raced until it has been paid for in full.
- 9.8 Where a Purchaser bids or buys on behalf of another, the Purchaser must disclose the name and address of his principal when required by Goffs and both the Purchaser and his principal shall be jointly and severally liable under these Conditions.
- 9.9 Where the Purchaser notifies Goffs after the Sale that a Lot has been bought on behalf of another and asks Goffs to invoice that person ("the Nominee"), Goffs (at its absolute discretion) may agree to do so, on the basis that the Purchaser and the Nominee will be jointly and severally liable to pay the Purchase Price. The Purchaser's payment obligations in respect of the relevant Lot will only be discharged in the event that the Nominee has paid the whole of the Purchase Price. However, where the Nominee pays part of the sum due but the remainder is unpaid, Goffs' claim shall be limited to the unpaid sum.
- 9.10 Where a Vendor and a Purchaser agree to terms not covered by the Conditions of Sale, a copy of that agreement must be lodged in writing in the Sales Office before the Sale, and approved by Goffs. If no such copy of the agreement is lodged, and any dispute arises as a result of this agreement between the Vendor and the Purchaser, Goffs will demand that the Purchase Price is paid in full in accordance with Condition 9.6 unless the Vendor has notified Goffs in writing that the sale has been cancelled, in which case Condition 2.1.4 shall apply.
- 10. GOFFS RIGHTS/ EXCLUSIONS AND LIMITATIONS**
- 10.1 Goffs reserve the right to exclude or remove any person or animal from their premises without giving any reason.
- 10.2 Goffs reserves the right to exclude for a period to be determined in its absolute discretion any person or entity from participating in its sales or from attending its premises in both UK and Ireland (whether Vendors, Purchasers, agents or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to Goffs to involve a breach of the Code, or who has been found liable in the High Court or similar proceedings for conduct appearing to Goffs to involve a breach of the Code (whether such criminal or civil proceedings take place in the United Kingdom, Ireland or elsewhere) or who has been sanctioned by the British



## Conditions of Sale *(Continued)*

- Horseracing Authority for breach of the Code.
- 10.3 Participants at Goffs' Sales authorise Goffs to disclose to a lawyer appointed pursuant to the Code upon request any documents relating to a Sale, including but not limited to a sales entry form and/or Acknowledgment of Purchase form.
- 10.4 Goffs reserve the right to refuse to include in the catalogue or offer for sale any Lot which is:
- A mare with a foal at foot less than seven days old,
  - A pregnant mare whose due foaling date is not more than 14 days after the day of Sale,
  - Any mare aged 18 or over that is not in foal,
  - Any animal aged 20 years or over
- 10.5 Goffs, as Agents for the Vendor, reserve the following rights, viz:
- To refuse the bidding of any person, without giving any reason.
  - To bid by themselves for any Lot.
  - To withdraw the Lot from sale at any time before it has been knocked down without disclosing the reserve price.
  - To fix a minimum price at any or all Sales.
- 10.6 Goffs do not make any representation whatsoever express or implied as to the identity of the Owner or Owners of any Lot at the time of entry, time of sale or at any other time. In the event of any dispute the Purchaser's remedy, if any, shall be against the Vendor and the Vendor's remedy shall be against the Purchaser, and not against Goffs who act as Agents between Vendor and Purchaser and shall not be liable as a Party in any action or dispute between them.
- 10.7 Goffs reserve the right to charge interest on unpaid accounts at 1.5% per month or part thereof on all accounts which are unpaid 21 days after the last date of the Sale.
- 10.8 Goffs reserve the right to charge the Purchaser €30 per day for any horse remaining at Goffs after 5.00 p.m. on the day following its day of sale. In the case of unsold horses Goffs reserve the right to charge the Vendor €30 per day.
- 10.9 If for any reason a Lot is purchased and not paid for as hereinbefore provided (notwithstanding if the risk has passed to the Purchaser) then the following provisions shall take effect until payment is received:
- Goffs shall be entitled to retain the Lot, and shall have a lien over the Lot and all documents relating to it for all expenses, including freight, incurred by them or any agent of Goffs during such period of retention. Such lien may be exercised in respect of any other sum due by the Purchaser to Goffs. Goffs shall also be entitled to exercise the said lien over any documents in their possession relating to any other Lot or Lots owned by the Purchaser. A Lot shall not be delivered to the Purchaser until the expenses referred to above have been paid, in addition to the Purchase Price.
  - In the event of a Lot having been removed from Goffs Premises then Goffs shall be entitled to repossess the Lot from anyone in possession of it.
- Should the Purchaser fail to pay for a Lot then such Lot may at any time be resold by public auction or private treaty, and the deficiency (if any) resulting from such resale shall immediately be made good by the defaulting Purchaser.
  - Nothing in these Conditions shall preclude Goffs and/or the Vendor of a Lot from pursuing all legal remedies available to them for the recovering of the Purchase Price from a defaulting Purchaser and all expenses and damages and commission lost resulting from such default.
- 10.10 Goffs will not release any Lot from the Sales Complex until a written release form in the form of a pass-out has been issued by Goffs.
- 10.11 Goffs may at any time, without notice, set off any liability of a Debtor (including but not limited to the outstanding purchase price of any Lot) against any liability of any Associated Company to the Debtor (whether any such liability is present or future, actual or contingent, liquidated or unliquidated and irrespective of the currency of its denomination) and Goffs may for such purpose convert or exchange any currency.
- 10.12 Any exercise by Goffs of its rights under Condition 10.9 shall be without prejudice to any other rights or remedies available to Goffs under these Conditions or otherwise.
- ### 11 COMPLAINTS PROCEDURE
- The Complaints Procedure applies only in the circumstances set out in Condition 12 below. For the avoidance of doubt, the clinical examinations in Condition 4 above do not apply to this Condition 11 as those examinations must be dealt with on the day of (or the day following) the Sale by the Panel.
- 11.1 A Purchaser wishing to invoke this Condition must do so by informing Goffs in writing (as per Condition 16) by 5.00 pm on the seventh calendar day after the Lot was purchased (third calendar day in the case of Conditions 12.1.5 & 12.1.6) giving specific details of their complaint, supported by a certificate signed by an independent qualified veterinary surgeon (or independent professional rider in the case of Conditions 12.1.5 & 12.1.6)
- 11.2 The complaint shall be dealt with by Goffs, or their appointee, which may be a veterinary surgeon or professional rider, deemed appropriate by Goffs, at such time, at such place and in such manner as Goffs deems appropriate. The decision of Goffs on the complaint shall be final and binding on both the Vendor and the Purchaser. Goffs may have the Lot examined by their appointee and where the opinion of their appointee does not agree with the opinion of the Purchaser's appointee as expressed in his certificate furnished, then the opinion of Goffs appointee

## Conditions of Sale *(Continued)*

- shall prevail and shall be final and binding on the parties.
- 11.3 All expenses and charges incurred by such adjudication as well as the transport and keep costs of any Lot, shall be paid by the Party found to be in error.
- 11.4 For the avoidance of doubt risk remains with the Purchaser throughout any complaint and only passes back to the Vendor when both parties are notified of Goffs' decision to cancel the sale (if appropriate).
- 11.5 It will be the Purchaser's responsibility to transport the lot at their cost, within five days of a referee being appointed, to the premises of the veterinary surgeon or professional rider in Ireland, the United Kingdom or France as appointed by Goffs
- 11.6 No Lot may be returned for the reasons set out in Condition 12 if it has raced following the Sale.
- 12 LOTS RETURNABLE**
- 12.1 The Complaints Procedure set out in Condition 11 above will only apply if the information in 12.1.1 – 12.1.7 below is not stated in the Catalogue or is not announced at the Sale or if the conditions in 12.2 and 12.3 below are not declared in the Catalogue or are not announced without qualification at the Sale. In these cases, the Sale may be cancelled at the discretion of the Purchaser.
- 12.1.1 The Lot is not registered with a Stud Book Authority approved by the International Stud Book Committee.
- 12.1.2 The pedigree or description of the Lot does not correspond with the pedigree or description as stated in the Catalogue.
- 12.1.3 The Lot has run at an unrecognised meeting or is on the forfeit list maintained by a recognised Turf Authority.
- 12.1.4 The Lot is described as a Colt and does not at such time have both testes palpable (this provision is to apply only to any horse offered for sale after 1st July of their yearling year and may be so described by the auctioneer, or on the bid board, as a rig).
- 12.1.5 The Lot is described as unbroken and should have more properly been described as broken and ridden prior to the Sale. For the avoidance of doubt a Lot described as driven in long reins will not be returnable under this Condition.
- 12.1.6 The Lot is described as untried and should have more properly been described as tried prior to Sale. A Lot will be considered tried if it
- has run in any race
  - has been catalogued in any previous Breeze-Up Sale
  - has appeared on any published Trainer's or Permit Holder's List
  - is deemed to have been galloped "upsides" prior to Sale
  - is deemed to have been broken and tried prior to Sale
- 12.1.7 The Lot is subject of a Starting Stalls Test as ordered by the BHA/ I.H.R.B.
- 12.1.8 The Lot is a Broodmare/Filly which has been covered and/or subsequent to any covering has slipped the foal.
- 12.2 Any Lot which:
- is a wind-sucker, (i.e. frequently 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); or
  - has been operated on for the correction of wind-sucking as defined above; or
  - is a weaver; ( i.e. frequently swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or
  - is a boxwalker (i.e. frequently walks either backwards and forwards or round and round the box repeatedly in an aimless manner) ); or
  - has impaired vision or injury to the eye; or
  - is a wobbler ; or
  - has been unnerved
- 12.3 Any Lot, (other than a foal, a filly sold with a breeding certificate only, or a broodmare that has previously been covered), which has been tubed or otherwise operated on for unsoundness in wind (Operations to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of unsoundness in wind within the meaning of this Condition).
- 13 DISPUTES**
- 13.1 Any dispute arising out of the sale of any Lot in accordance with these Conditions of Sale shall be a dispute between the Vendor and the Purchaser and in no circumstances shall Goffs be liable to either party in connection with such dispute.
- 13.2 Where Goffs are brought in as a party to any dispute despite 13.1 above, Goffs will be entitled to payment of their legal and other expenses on a full indemnity basis from the party who joins them in.
- 14 SAFETY**
- 14.1 Every person on Goffs premises before, during or after the Sale shall be deemed to be there at their own risk and shall have no claim against Goffs in respect of any injury sustained or any loss or damage to property which may occur from any cause whatsoever save that nothing in this sub-clause shall be taken to exclude or restrict liability for death or personal injury arising from Goffs' negligence
- 14.2 Goffs accept no liability for any, disease, accident, loss or fatal or non-fatal injury caused to a Lot (including death, theft or injury) or caused by any Lot while it is being moved by Goffs employees, agents or subcontractors between yards and Goffs Premises or at any time whilst it is on Goffs Premises. Provided always, that nothing in this sub-condition shall be taken to exclude or restrict Goff's liability at law for death or personal injury to persons arising from Goffs' negligence.

## Vendors Sale Requirements

### (Appendix 1)

14.3 All lots must wear a headcollar at all times on Goffs premises. Where a Vendor is found to have left a Lot without a headcollar after the Sales, Goffs will supply a headcollar at the Vendor's expense.

14.4 All lots being exercised or being shown to prospective purchasers, must have a bit in their mouth at all times on Goffs premises.

14.5 If any Lot is ridden at any time in conjunction with the Sale, the rider must wear an approved helmet and back protector, and it shall be the responsibility of the Vendor or Purchaser to ensure that they, their employees or agents, adhere to this Condition.

### 15 GENERAL

15.1 Goffs reserve the right to add, alter or otherwise modify these Conditions of Sale.

15.2 These Conditions of Sale form the entirety of the agreement between Goffs, the Owner, the Vendor and the Purchaser and no variation shall be valid or binding unless specifically authorised in writing by two Executive Directors of Goffs.

15.3 These Conditions of Sale are to be construed and shall take effect in accordance with the laws of the Republic of Ireland and shall be subject to the exclusive

jurisdiction of the Courts of the Republic Of Ireland.

15.4 The submission to the jurisdiction of the Courts of the Republic of Ireland shall not limit the rights of Goffs to take proceedings against the Owner, the Vendor or the Purchaser in any other Court of competent jurisdiction and the taking of proceedings in one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

### 16 NOTICES

When any certificate or notice is required to be given to Goffs under these Conditions of Sale, it must be made in writing and sent by first class post or emailed to winners@goffs.ie. Any notice required to be given by Goffs to the Vendor or the Purchaser shall be sent to the address given on the Entry Form or the Acknowledgement of Purchase Form. Such notice shall be deemed given on the date of delivery or the second day after posting or on the day of transmission depending whether the notice is sent by hand, post, or email.

#### A.1.1. Foals:

Passport, Intra-Community Health Certificate (dated within 14 days of sale)

**A.1.2 Yearlings** (including yearlings at the February Sale)

Passport, Intra-Community Health Certificate (dated within 14 days of sale)  
Up-to-date flu vaccinations in accordance with A.1.8.

#### A.1.3 Horses In Training/Broken/Unbroken (Inc 2 Year Olds)

Passport, Intra-Community Health Certificate (dated within 14 days of sale)  
Up-to-date flu vaccinations in accordance with A.1.8. Soundness for racing certificate (dated within 14 days) where applicable (to be completed on Goffs issued veterinary certificate). Soundness for breeding certificate (dated within 14 days) only required for fillies 3-y-o and over being sold as potential broodmares. CEM & EVA Certs required if offered with Soundness for Breeding Certificate in accordance with Conditions A.1.6 and A.1.7.

#### A.1.4 Fillies Out Of Training/ Barren Broodmares

Passport, Intra-Community Health Certificate (dated within 14 days of sale)  
Up-to-date flu vaccinations in accordance with A.1.8  
Soundness for breeding certificate (dated within 14 days). CEM (Contagious Equine Metritis) Certificate in accordance with A.1.6. EVA (Equine Viral Arteritis) Certificate dated in accordance with A.1.7.

#### A.1.5 Broodmares (In Foal)

Passport, Intra-Community Health Certificate (dated within 14 days of sale). A pregnant mare must be registered with Weatherbys as a "broodmare".  
Up-to-date flu vaccinations in accordance with A.1.8

Vaccination against Equine Herpes Virus (EHV-1, EHV-4) . All pregnant mares will be required to have been vaccinated against EHV in the 5th, 7th and 9th month of pregnancy and details recorded on the mare's passport. Pregnant mares will not be admitted to Goffs Premises without EHV vaccination certification. Covering Certificate. Pregnancy Certificate (dated within 14 days). CEM (Contagious Equine Metritis) Certificate in accordance with A.1.6. EVA (Equine Viral Arteritis) Certificate dated in accordance with A.1.7

#### A.1.6 Contagious Equine Metritis (Cem):

1 swab from Clitoral Fossa taken within 30 days of sale - to be negative for CEM.

#### A.1.7 Equine Viral Arteritis (EVA):

A blood sample taken within 30 days of sale to be negative for EVA. Animals that have had a positive result in the first test will need confirmation that a second test was taken, and that the result was either negative, or positive with a stable or declining titre. No broodmare or filly without an EVA Certificate will be allowed entry into Goffs Premises.

#### A.1.8 Flu Vaccinations:

2 primary injections to be given not less than 3 and not more than 13 weeks apart. If time permits a booster injection should be given not less than 5 and not more than 7 months apart. A further injection should be given every year. All vaccinations should be recorded on the Passport.

#### A.1.9

Vendors of Lots coming from overseas must apply to their Stud Book Authority for Export Certificates to be forwarded to Weatherbys.

*These requirements may be altered or waived in the absolute discretion of Goffs*

# The Bloodstock Industry Code of Practice *(Appendix 2)*

## Introduction

Since 2009, when the current Bloodstock Industry Code of Practice came into effect, the Bribery Act 2010 has been passed into law in the United Kingdom. The Bribery Act made bribery a criminal offence, punishable with up to 10 years' imprisonment. This is reflected in this new Code, which is designed to prevent serious malpractice in the bloodstock sales industry, including by banning: (a) bribery (whether described as "Luck Money" or not); (b) acting for both sides on a Sale without prior informed consent; and (c) the practice of collusive "bidding up". Such practices have no place in the bloodstock industry.

To assist with this stated objective and to encourage Participants to come forward with concerns over an alleged breach of the Code, the Bloodstock Industry Forum has established a facility for a Participant with such concerns to obtain free, initial and independent legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of this Code. The Panel Lawyer will owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by the Bloodstock Industry Forum. In addition to breach of this Code, misconduct relating to Sales may lead to civil and criminal liability. For example, where a bribe is paid to an Agent, this may lead to civil liability to pay the Principal the amount of the bribe, on the part of either of (or both) the paying and receiving party, as well as to the commission of a criminal offence under the Bribery Act 2010 (applicable in

the United Kingdom) or the Criminal Justice (Corruption Offences) Act 2018 (applicable in the Republic of Ireland).

This Code has been drawn up by and with the full support of all members of the Bloodstock Industry Forum namely: The British Horseracing Authority, the Irish Horseracing Regulatory Board, Horse Racing Ireland, the Irish Thoroughbred Breeders Association, the Breeze-Up Consignors Association, the Federation of Bloodstock Agents, the National Trainers Federation, the Racehorse Owners Association, the Thoroughbred Breeders Association, Goffs and Tattersalls.

This Code will be reviewed annually to ensure that it remains robust and fit for purpose.

## THE NEW CODE: RULES DEFINITIONS

**Agent:** Any person or entity acting, whether in a formal professional capacity or not, on behalf of another (their "Principal") as regards a Sale. For the avoidance of doubt, the Agent need not have been formally appointed, or have a written contract, or be a bloodstock professional, and may or may not be acting for reward from the Principal.

**Authority:** means the Horseracing Authority where the sale or leasing of bloodstock, stallion shares and nominations, whether by private transaction or public auction, takes place.

**Panel Lawyer:** A lawyer appointed by the Bloodstock Industry Forum who shall owe his duties, including his duty of confidence, exclusively to the Participant and who shall carry out an initial investigation and provide initial legal advice limited to 15 hours of legal services into the alleged breach of the Code. A list of Panel Lawyers is published at the end of this Code.

**Participant:** Any person or entity participating in a Sale, including, without limitation, vendors, purchasers,

breeders, consignors, trainers, syndicate managers, bloodstock agents and any person acting as Agent of any party to a Sale. Any third party offering, making or assisting in the provision of an undisclosed financial advantage, contrary to these Rules shall be considered a Participant in the relevant Sale.

**Principal:** Any person or entity on whose behalf an Agent acts as regards a Sale.

**Prior Informed Consent:** Consent granted by a Principal to an Agent for the Agent to act in a manner either previously agreed in writing between them or which would otherwise be in breach of his duty or these Rules. Such consent must be evidenced in writing and explicit. Consent is only Prior Informed Consent if the Principal is aware at the time of the consent of the full circumstances relating to the transaction or arrangement in question and the full nature of any interest of the Agent.

**Sale:** The sale or leasing of bloodstock, stallion shares and nominations, whether by private transaction or public auction, taking place within Britain and Ireland.

## RULES

- 1 Application of the Rules
  - (a) This Code applies to all Sales taking place within Britain and Ireland after 16 August 2021.
  - (b) The Code is of particular application to Agents. However,

- the Code is not confined to Agents, but applies to all Participants at Sales.
2. The General Duty: Participants shall act honestly and with integrity in relation to Sales.

*(Appendix 2: continued)*

3. Bribery, secret profits, and other payments:
- (a) A Participant shall not solicit nor receive any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.
- (b) No Participant in a Sale shall offer or grant or provide any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.
- (c) Agents shall not profit from their position as Agents without the Prior Informed Consent of their Principal, provided always that where it is not possible to obtain Prior Informed Consent in advance, consent shall be deemed to be prior if sought and obtained as soon as reasonably practical.
4. Authority and information provision
- (a) An Agent shall act in accordance with the instructions of their Principal and within their authority.
- (b) An Agent shall inform their Principal promptly and in full of any offers received for their Principal's horse(s).
- (c) An Agent for reward shall make and keep correct records and accounts of their dealings on behalf of the Principals and shall produce on request to the Principal (or other proper person appointed by the Principal) all books, records, and documents (electronic or hard copy, including emails, texts and other social media communications) under their control relating to the affairs of their Principal.
5. Agents shall act in the best interests of their Principal in relation to Sales.
6. Agents shall not put themselves or be in a position where their personal interests conflict or may conflict with those of their Principal, without Prior Informed Consent. Such a conflict arises, amongst other things, in acting for more than one party to a Sale.
7. Market Abuse at Public Auction
- (a) Collusive Bidding-Up: Participants shall not enter into any agreement, understanding or arrangement with any other person or entity with the intention of directly or indirectly increasing the price of a horse in a public Sale, save that a vendor is entitled to place a reserve and may appoint one person to bid on their own behalf (or where a horse is stated to be the property of a partnership any partner may appoint one person to bid on their behalf) where and as permitted under the rules of the auction in question.
- Induced Purchases at Public Auction:
- (b) A Participant shall not, prior to a horse's sale at public auction, either directly or indirectly solicit, demand or receive any financial advantage from the vendor as an inducement or reward for bidding on or buying the horse.
- (c) A vendor shall not, prior to their horse's sale at public auction, either directly or indirectly offer, grant or provide any financial advantage as an inducement or reward for bidding on or buying their horse, unless the same advantage is available to the whole market.
8. Assistance: A Participant assisting another in a course of conduct, knowing that the course of conduct is breaching or likely to breach any rule of this Code or deliberately closing their eyes to that possibility, shall be treated as if they too acted in breach of that rule.

**ENFORCEMENT AND SANCTION UNDER THE CODE OF PRACTICE**

Any Participant with concerns over an alleged breach of the Code is encouraged to come forward and use the facility established by the Bloodstock Industry Forum to obtain free, independent and confidential initial legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of this Code. The Panel Lawyers owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by Bloodstock Industry Forum.

The British Horseracing Authority adopts and the Irish Horseracing Regulatory Board supports the Bloodstock Industry Forum's Code of Practice. Any person found by the BHA to be in breach of the Code whether bound by the Rules of Racing or not, may be banned in Britain from racecourses and other licensed premises and banned also from conducting business with licensed individuals. The IHRB will have due regard to a breach of the Code when exercising their powers over individuals licensed by them or who seek to be licensed by them. Additionally, Tattersalls and Goffs fully support the Bloodstock Industry Forum's Code of Practice. To give effect to its spirit and intent and to prevent those breaching the Code from participating in their sales, Tattersalls and Goffs have amended their terms and conditions of business to establish a clear right to exclude any person or entity from participating in their sales in both Britain and Ireland (whether as vendor, purchaser, agent or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to them to involve a breach of the Code, or who has been found liable in High Court or similar civil proceedings for conduct appearing to them to involve a breach of the Code (whether such criminal or civil proceedings take place in the United Kingdom, the Republic of Ireland or elsewhere) or who has been sanctioned by the British Horseracing Authority for breach of the Code.

*(Appendix 2: continued)***PANEL LAWYERS – CONTACT DETAILS**

1. **Clare Reffin\***, barrister, One Essex Court <sup>1</sup> (based in Britain)
2. **Eoghan Cole\***, barrister <sup>2</sup> (based in Ireland)

<sup>1</sup> Clare Reffin, barrister, One Essex Court, <https://www.oeclaw.co.uk/barristers/profile/clare-reffin> : email [teamb@oeclaw.co.uk](mailto:teamb@oeclaw.co.uk), or telephone the clerks to Clare Reffin on 0207 583 2000

<sup>2</sup> Eoghan Cole, barrister, the Law Library, the Four Courts, Dublin: email [EoghanCole@lawlibrary.ie](mailto:EoghanCole@lawlibrary.ie) or telephone 01 871 7512

\* if, exceptionally, a Panel Lawyer’s professional duties preclude them from accepting the Participant’s instructions, the BIF’s solicitor will select another independent lawyer to fulfil the role of Panel Lawyer.

**EXPLANATORY NOTES AND EXAMPLES:****INTRODUCTION**

The individual Rules are set out below with Explanatory Notes. These are intended to assist Participants of every type, from professional Agents, to trainers, to novice purchasers of bloodstock, to understand the meaning of the relevant Rule, giving practical examples of the type of conduct which will likely amount to a breach of the Code where appropriate. In order to ensure that Participants are aware of the full significance and potential consequences of any improper practices, and so that the victims of such improper

practices are aware of their potential remedies and rights arising from such improper actions, the Explanatory Notes also summarise at the end the potential civil or criminal consequences of such acts.

However, nothing in the Explanatory Notes should be taken as advice as to the remedies and rights of individuals as regards the civil law or criminal consequences of particular acts.

Participants who have concerns over an alleged breach of the Code should take their own legal advice as to any criminal, civil and regulatory remedies and in the first instance are encouraged to take advantage of the facility established by the Bloodstock Industry Forum to obtain free initial and independent legal advice from a Panel Lawyer. The Panel Lawyer will owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by the Bloodstock Industry Forum. The intention of the Civil and Criminal section below is to point to potential further consequences of particular acts, which may also be breaches of this Code, so as to reinforce the purpose of the Code in preventing improper practices.

**RULE**

## 1 Application of the Rules

- (a) This Code applies to all Sales taking place within Britain and Ireland after 16 August 2021.
- (b) The Code is of particular application to Agents. However, the Code is not confined to Agents,

but applies to all Participants at Sales.

**Explanatory Note:**

The Rules apply regardless of whether the relevant **Participant** is a citizen of Britain or Ireland, or present in Britain or Ireland. The only relevant requirement is that the **Sale** (public or private) should take place within Britain or Ireland and after the 16th August 2021. For example, an individual resident outside and physically absent from Britain or Ireland at the time of the Sale will still be subject to this Code as regards a Sale if they are a Participant in that Sale.

Examples of those acting as Agents include: bloodstock agents, trainers and racing managers purchasing on behalf of clients, syndicate managers purchasing on behalf of a syndicate, an individual purchasing on behalf of a family member or friend. The issue is the capacity in which the person is acting on the specific Sale, not their title or customary role. A person normally acting as a bloodstock agent, will not be acting as an Agent when buying on their own account, but will be when buying for another person.

Although centrally concerned with abuses by those acting as Agents, the Code applies to **all** Participants. For example, Rule 3 makes it a breach of a code to **offer or receive** improper financial advantage (colloquially, a bribe), so that both the party receiving the bribe (often a purchaser’s Agent) **and** the party paying the bribe (often a vendor or their agent), will be in breach of the Code (and potentially liable to civil and criminal consequences).

**RULE**

2. The General Duty: Participants shall act honestly and with integrity in relation to Sales.

**Explanatory Note:**

This General Duty to act honestly and with integrity is an overall statement of the aims and purposes of the Code. There is no special meaning to the terms “honestly” and “with integrity”, which are ordinary words. It should usually be obvious to any Participant whether a course of action is in compliance with the General Duty. If they have any doubts, good sense suggests that the Participant should not pursue the course of conduct in question, or only proceed having taken professional advice. The General Duty also permits disciplinary action as regards misconduct not foreseen and specifically catered for in specific Rules.

**RULE**

3. Bribery, secret profits, and other payments:
  - (a) A Participant shall not solicit nor receive any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.
  - (b) No Participant in a Sale shall offer or grant or provide any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.
  - (c) Agents shall not profit from their position as Agents without the Prior Informed Consent of their

*(Appendix 2: continued)*

Principal, provided always that where it is not possible to obtain Prior Informed Consent in advance, consent shall be deemed to be prior if sought and obtained as soon as reasonably practical.

**Explanatory Note:**

Bribery, particularly of Agents, is a central concern to which the Code is directed. Participants should be aware that it is not only the Agent, receiving a bribe or secret profit who is at serious fault: those offering or paying bribes are equally responsible. Participants should be clear that there can generally be no legitimate reason for an Agent of the purchaser to be rewarded **in any way** by the vendor and parties related to the vendor, and that the Agent of the purchaser should generally only be rewarded by their Principal, the purchaser.

This is so whether or not the payments are described as “Luck Money”. Participants should be aware that such terminology and historical practices do not in any way alter the fact that payments of undisclosed/improper inducements are not permitted.

Where any gift (even a modest one) is received by an Agent on an unsolicited basis, the Agent must still seek consent (and obtain it) as soon as reasonably practicable after receiving it, if they are properly to retain the gift. If, however, the Principal’s consent is **not** forthcoming, the Agent cannot properly retain the gift and should return it.

Financial benefits need not be direct and/or of cash. Payments in kind suffice, a watch or other valuable item, for example. The benefit need not be direct,

for example payments to the order of the Agent (to extinguish debts, and/or to family). It is irrelevant whether or not the purchaser has suffered a loss (i.e. that they may have paid a fair price at public auction, for example). An attempted bribe, even if refused, and/or even if it had no effect on the receiving party, is still a bribe. (As explained below, the parties to a bribe, both bribing party and receiving party, may be liable to account to the other party, usually the purchasing Principal, for the amount of the bribe. Those assisting such activity may also be liable for any losses.)

**Examples:**

An Agent for the purchaser seeks and receives a payment or promise of a payment from the vendor of a horse in order to buy that horse, which is **not** disclosed to the Agent’s principal. The Agent will have received a bribe and/or secret profit and be in breach of Rule 3A and 3C. The vendor will have bribed the Agent and be in breach of Rule 3B. The vendor and the Agent may both be liable to civil and criminal consequences. This applies where the Agent is receiving a share or cut relating to collusive bidding-up where this has been pre-agreed: see Rule 7 and the example there.

A trainer acting for a purchaser, whether an existing client or not, as regards a sale, is in the same position as any other Agent. However, the fact that they may profit from the sale indirectly through the payment of fees when the horse is trained by them after purchase is not an illegitimate profit, since it will be known to the purchaser.

A trainer advising a purchaser and accepting money to influence the purchase will be taking a bribe. The party offering and the trainer will both be in breach.

Where a trainer or racing or syndicate manager appointed by a purchaser seeks to share in or does share in any commission otherwise payable by the purchaser to his bloodstock agent, then the trainer, racing or syndicate manager must obtain the Prior Informed Consent of their Principal to any such arrangement.

An Agent seeks “Luck Money” from the vendor as regards a sale, whether before or after sale, which is **not** disclosed to the Agent’s Principal. This will be a breach by the Agent in seeking such a reward and there may be civil and criminal consequences for both. Paying it would put the vendor in breach and there may be civil and criminal consequences. The fact that the term “Luck Money” is used makes no difference.

**RULE**

4. Authority and information provision
  - (a) An Agent shall act in accordance with the instructions of their Principal and within their authority.
  - (b) An Agent shall inform their Principal promptly and in full of any offers received for their Principal’s horse(s).
  - (c) An Agent for reward shall make and keep correct records and accounts of their dealings on behalf of the Principals and shall

produce on request to the Principal (or other proper person appointed by the Principal) all books, records, and documents (electronic or hard copy, including emails, texts and other social media communications) under their control relating to the affairs of their Principal.

**Explanatory Note:**

Agents are obliged to act within the scope of their authority. In particular, they should follow any instructions of their Principal. Agents also have a duty to report to their Principal on matters of relevance, offers to purchase being of particularly obvious significance. Agents have a general legal duty to keep proper records of their dealings on behalf of their Principals and, if requested, to produce such records to the Principal or, for example, their lawyers, all documents relating to the affairs of the Principal. Such is, in any event, obvious good practice.

**RULE**

5. Agents shall act in the best interests of their Principal in relation to Sales.

**Explanatory Note:**

Agents acting for others (Principals) at Sales are subject to certain general principles of law, sometimes referred to as “fiduciary duties”, of which this is a fundamental one. This is sometimes considered part of a duty of “loyalty”. Some of the other Rules below as regards Agents are aspects of this fundamental principle.

This Rule applies whatever the type of

*(Appendix 2: continued)*

agency. It makes no difference if the Agent is retained on a professional basis, or acting for free, is acting on a long-term basis, or on a one-off basis. There need be no written contract, or express agreement, that such a term applies, or even a contract.

**Examples:**

Agents will normally have little difficulty in knowing whether or not they are acting in the interests of their Principal. For example:

It is obviously not in the interests of a purchasing Principal for the Agent to cause the Principal to buy a horse for more than it is truly worth.

It is not acting in the best interests of the Principal for an Agent to spread information against the Principal's interest.

It is not acting in the best interests of the Principal for an Agent only to view horses or to recommend horses to their Principal because of some collateral advantage to the Agent (such as a bribe).

It is not in the best interests of the Principal for the Agent to disclose their Principal's budget for a purchase to a vendor with a view to manipulating the price of a sale, or for reward.

**RULE**

6. Agents shall not put themselves or be in a position where their personal interests conflict or may conflict with those of their Principal, without Prior Informed Consent. Such a conflict arises, amongst other things, in acting for more than one party to a Sale.

**Explanatory Note:**

The Agent cannot be in a position where their own interests do, or may, conflict with those of their Principal, whether or not the duties actually conflict.

An Agent cannot act for both the buyer and seller in a Sale unless (both the Principals (but particularly the purchaser) are fully aware of, and consent to, the fact that the Agent is acting for both parties. Purchasing Principals in general would have no reason to approve such a conflict if known.

An Agent cannot act for more than one purchasing principal as regards the same horse without their being a conflict, such that they need the Prior Informed Consent of **each** principal to act for them on a particular sale (or to any alternative arrangements).

It does not matter that the Agent is not, in fact influenced by the conflict.

It does not matter that the Principal suffers no loss as a result of the Agent's conflict.

The potential conflict may extend to indirect and/non-financial conflicts, for example where the vendor is a close relative of the purchaser's Agent.

**Prior Informed Consent** is referred to in the Definitions Section. Agents should disclose any circumstance material to the consideration of whether or not to give consent, and the Principal should be made fully aware of the nature of the conflict or potential conflict. The consent needs to be given **prior** to the purchase. Good sense suggests that written evidence of Prior

Informed Consent to significant conflicts should be obtained.

**Examples:**

An Agent acting for a purchaser is also acting as Agent for the vendor, without disclosing this to the purchaser. The Agent is in a position of conflict and in breach of this rule and there may be civil and criminal consequences.

An Agent has a small share in a syndicate owning a horse, which their Principal wishes to purchase. The Agent must obtain the Prior Informed Consent of the purchaser to be able to act on the sale. This is so regardless of whether the Agent is in any way affected by the small interest, and would have acted in exactly the same way anyway. The concern is that the Agent may be more likely to influence the Principal to buy that horse, perhaps at a higher price. Nor is it an answer that the Principal did not actually overpay (for example that the purchase was via public auction).

A trainer hopes to train a horse for the purchasing Principal after purchase and acts as Agent for the purchase of the horse. This normally should present no difficulty, since the interests do not necessarily conflict and the Principal is well aware that the trainer is a trainer and might hope to train the horse. However, if the trainer causes the purchaser to overpay so as to increase his fees, or for other financial benefit, they have acted for their own interests against those of the Principal (see Rule 5).

**RULE**

7. Market Abuse at Public Auction
- (a) Collusive Bidding-Up: Participants shall not enter into any agreement, understanding or arrangement with any other person or entity with the intention of directly or indirectly increasing the price of a horse in a public Sale, save that a vendor is entitled to place a reserve and may appoint one person to bid on their own behalf (or where a horse is stated to be the property of a partnership any partner may appoint one person to bid on their behalf) where and as permitted under the rules of the auction in question.
- Induced Purchases at Public Auction:
- (b) A Participant shall not, prior to a horse's sale at public auction, either directly or indirectly solicit, demand or receive any financial advantage from the vendor as an inducement or reward for bidding on or buying the horse.
- (c) A vendor shall not, prior to their horse's sale at public auction, either directly or indirectly offer, grant or provide any financial advantage as an inducement or reward for bidding on or buying their horse, unless the same advantage is available to the whole market.

**Explanatory Note:**

Rule (a): Collusive Bidding Up, i.e. the collusive making of bids to increase the price of horse in a public auction, is a serious abuse of the market. This is so



*(Appendix 2: continued)*

regardless of whether or not the collusion also involves the payment of a bribe.

Rules (b) and (c): address market abuse through inducements required by/ offered to those intending to purchase horses at public auction. Such “inducements”, in particular the payment of so called “Luck Money”, are open to abuse and create an un-level playing field at public auction.

There need be no formal agreement: any arrangement or understanding will suffice. A promise to pay is sufficient. An indirect financial advantage is sufficient, for example an understanding to return the favour at a later date.

**Examples:****Collusive Bidding-Up**

A vendor reaches an understanding with more than one other person that the others should bid for the vendor’s horse in a public auction in order to increase the price, without any intention to buy. All parties to this understanding are in breach of this Rule.

As for the above example, but this involves the Agent of a purchaser. The Agent tells the vendor the Principal’s budget, the parties bid up the horse to that level or close to it. The parties split the proceeds, perhaps the price above the reserve. All parties are in breach of this Rule. They have also breached Rule 3 as to bribery and there may be civil and criminal consequences.

**Induced purchases at Public Auction (Rules 7(b) and 7(c))**

Prior to an auction sale, Purchaser A agrees with a vendor that the purchaser

will bid on the vendor’s horse if the vendor agrees to pay Purchaser A a percentage of the sale price if Purchaser A buys the horse. The effect is to give the Buyer Purchaser A a subsidy in bidding on the horse (and a percentage reduction in price), unknown to the market. Competing Purchaser B, not party to such an agreement and not knowing of it, may lose the purchase as a result of being outbid in light of the subsidy or may have to pay more to buy the horse than they would otherwise have paid. In short, there is no level playing field. The same is unaffected by describing the payment as “luck money”.

The same scenario as above, but Purchaser A, or an agent acting for Purchaser A, instead of seeking a percentage payment for Purchaser A, agrees with the vendor before the Sale at Auction that, if Purchaser A purchases, the vendor will pay Purchaser A’s agent’s or other fees. The effect is the same: Purchaser A has an unfair advantage over other purchasers who do not have such an arrangement.

A vendor shall not offer an inducement to purchase their horse unless the same inducement is offered to the whole market in which event the vendor must take all reasonable steps to make the inducement (for example, a discount on the price) available to the whole market prior to the sale.

For the avoidance of doubt an agreement made between vendor and prospective purchaser prior to a horse’s sale at public auction whereby the vendor agrees to retain a percentage ownership interest in the horse in the event that the horse is purchased by that prospective purchaser, such that the purchase price payable by

the purchaser is reduced by the commensurate percentage, is not considered to be and shall not be a breach of Rules 7(b) and 7(c).

**RULE**

- 8: Assistance:  
A Participant assisting another in a course of conduct, knowing that the course of conduct is breaching or likely to breach any rule of this Code or deliberately closing their eyes to that possibility, shall be treated as if they too acted in breach of that rule.

**Explanatory Note:**

Assisting a breach is unacceptable conduct, like aiding and abetting in the criminal context.

**ENFORCEMENT AND SANCTIONS UNDER THE CODE OF PRACTICE**

Any Participant with concerns over an alleged breach of the Code is encouraged to come forward and use the facility established by the Bloodstock Industry Forum to obtain free, independent and confidential initial legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of this Code. The Panel Lawyers owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by Bloodstock Industry Forum.

The British Horseracing Authority adopts and the Irish Horseracing Regulatory Board supports the Bloodstock Industry Forum’s Code of Practice. Any person found by the BHA to be in breach of the Code whether bound by the Rules of Racing or not, may be banned in Britain from racecourses and other licensed premises and banned also from conducting business with licensed individuals. The IHRB will have due regard to a breach of the Code when exercising their powers over individuals licensed by them or who seek to be licensed by them. Additionally, Tattersalls and Goffs fully support the Bloodstock Industry Forum’s Code of Practice. To give effect to its spirit and intent and to prevent those breaching the Code from participating in their sales, Tattersalls and Goffs have amended their terms and conditions of business to establish a clear right to exclude any person or entity from participating in their sales in both Britain and Ireland (whether as vendor, purchaser, agent or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to them to involve a breach of the Code, or who has been found liable in High Court or similar civil proceedings for conduct appearing to them to involve a breach of the Code (whether such criminal or civil proceedings take place in the United Kingdom, the Republic of Ireland or elsewhere) or who has been sanctioned by the British Horseracing Authority for breach of the Code.

*(Appendix 2: continued)***PANEL LAWYERS – CONTACT DETAILS**

1. **Clare Reffin\***, barrister, One Essex Court <sup>1</sup> (based in Britain)
2. **Eoghan Cole\***, barrister <sup>2</sup> (based in Ireland)

<sup>1</sup> Clare Reffin, barrister, One Essex Court, <https://www.oeclaw.co.uk/barristers/profile/clare-reffin> : email [teamb@oeclaw.co.uk](mailto:teamb@oeclaw.co.uk), or telephone the clerks to Clare Reffin on 0207 583 2000

<sup>2</sup> Eoghan Cole, barrister, the Law Library, the Four Courts, Dublin: email [EoghanCole@lawlibrary.ie](mailto:EoghanCole@lawlibrary.ie) or telephone 01 871 7512

\* if, exceptionally, a Panel Lawyer's professional duties preclude them from accepting the Participant's instructions, the BIF's solicitor will select another independent lawyer to fulfil the role of Panel Lawyer.

**CIVIL LIABILITIES AND CRIMINAL OFFENCES ARISING FROM MISCONDUCT****Civil Liabilities**

Participants should be aware of the potential financial consequences of misconduct of the type against which this Code is directed. In simple terms, Agents receiving bribes, Luck Money or rewards beyond what their Principal has agreed to pay them, may well be liable to pay over that money to their Principal. Those making the improper payments may also be liable for the amount of the payment. In both cases, this is regardless of whether the

Principal can show they have suffered any loss.

The following example addresses the example of bribery of an Agent and explains the potential civil liabilities. The example assumes the issues can be proved to the relevant standards, such as dishonesty, where required.

An Agent, with the assistance of a Trainer who introduces the parties and attends the meetings, seeks and obtains a bribe from a Vendor of a horse to purchase the horse on behalf of the Principal at an inflated price.

The Agent will be liable for the Principal's losses as regards the purchase, including any over-value.

The Agent will be liable to account to (i.e. pay, in simple terms) the Principal the amount of the bribe, regardless of whether or not the Principal can prove a loss.

The Trainer will be liable for dishonest assistance and so liable to compensate the Principal for any losses, jointly with the Agent. If they have received part of the bribe or the proceeds of it, or other financial benefit, they may be liable to account for this also (whether or not the Principal can show a loss).

The Vendor will be liable for losses suffered by the Principal. Alternatively, the Vendor will be liable for the amount of the **bribe in question**, whether or not the Principal has suffered any loss. The payment of a bribe will likely also permit the relevant contract to be unwound, if a private sale. It is

**not** necessary to prove against the Vendor any dishonesty, intent to corrupt or actual corruption of the Agent. The Vendor may also be liable for the amount of the bribe even if this was only promised, but not paid.

Third parties knowingly receiving money improperly paid in breach of duty may be liable to the Principal in the amount received, e.g. if the Agent passed some of the bribe money to an employee. Those dealing with monies which are the proceeds of crime, which would include a bribe falling within the Bribery Act, see below, as the example might well, would also be potentially committing offences under the Proceeds of Crime Act: see below.

**Criminal Offences**

The following are potential criminal offences which may be committed as regards the types of misconduct against which this Code is directed.

**A. England & Wales <sup>5</sup>****Fraud Offences**

1. Where an agent seeks to make a gain from either the purchaser or the vendor, it may be a criminal offence under the Fraud Act 2006s. 1(2) if he fails to disclose the gain to the principal or abuses his position acting for the principal and, at the relevant time, is dishonest.

2. A person may be guilty of a substantive offence of fraud where he acts in joint enterprise with another; or of conspiracy to commit fraud under the Criminal Law Act 1977; or of the common law offence of conspiracy to defraud where he has conspired with another.

**Collusive Bidding-Up**

3. If an agent and or a vendor rigs the bidding process by engaging other individuals to enter bids in order to push up the price that the purchaser will ultimately pay, they will have acted dishonestly and in order to make a gain - the vendor by a higher purchase price and the agent by a higher percentage commission. All individuals involved in this agreement may be guilty of the common law offence of conspiracy to defraud. They may also have committed offences under fair trading legislation.

**Bribery Offences**

4. Where the agent is paid a secret commission it may be an offence under the Fraud Act as set out above or, if it is part of an agreement whereby the agent will improperly perform his duties to the purchaser in return for profit, it may be an offence under the Bribery Act 2010.
  - (i) It is an offence under s.1 of the Bribery Act 2010 for a person to offer, promise or give a financial advantage to another person

<sup>5</sup>This section contains a statement of the law of England & Wales.

Participants should take appropriate advice as to the law in other jurisdictions within the UK.

*(Appendix 2: continued)*

intending that it will induce the person to perform improperly a relevant function or activity or reward the person for improper performance.

- (ii) It is an offence under s.2 of the Bribery Act 2010 for a person to request, agree to receive or accept a financial advantage from another person and intend that, in consequence, a relevant function or activity should be performed improperly whether by himself or another person.

#### Money Laundering Offences

5. There are three substantive money laundering offences under sections 327, 328 and 329 of the Proceeds of Crime Act 2002 relating, in general terms, to the acquisition, retention, use or control of criminal property. Property is criminal if it constitutes or represents a person's benefit from criminal conduct and the person knows or suspects that it constitutes or represents such a benefit.

#### Tax Evasion Offences

6. Where a person seeks to deprive the revenue of money to which it is entitled, there are a number of offences under which he can be charged. It may be a fraud by misrepresentation, fraudulent evasion of income tax or, in the most serious cases, a charge under the common law of cheating the

public revenue. There are additional offences which may be committed by a company or sole trader.

#### Criminal Penalties – England & Wales

The following summarises the penalties for the offences set out above:

The maximum sentence for the offences of bribery, fraud and conspiracy to defraud is 10 years imprisonment. The maximum sentence for money laundering is 14 years imprisonment and, for fraudulent evasion of income tax, 7 years. The maximum sentence for a cheat on the public revenue is life imprisonment (although the range in the Sentencing Guidelines spans 3 – 17 years imprisonment).

The maximum sentence for a conspiracy under section 1 of the Criminal Law Act 1977 will be the same as for the substantive offence.

On conviction, a person will be liable to confiscation proceedings under part 2 of the Proceeds of Crime Act 2002. These proceedings may result in the court depriving the person of the benefit they have gained from the criminal conduct. Failure to pay a confiscation order can result in an additional term of imprisonment.

#### B. Republic of Ireland<sup>6</sup>

##### Fraud Offences

1. Where an agent seeks to make a gain from either the purchaser or the vendor then he or she may be

guilty of the offence of making a gain or causing a loss by deception under section 6(1) of the Criminal Justice (Theft and Fraud Offences) Act 2001 (the “2001 Act”) if a person dishonestly, with the intention of making a gain for himself or herself or another, or of causing loss to another, by any deception induces another to do or refrain from doing an act.

2. The 2001 Act also contains an offence of obtaining services by deception under section 7, whereby, a person is guilty of an offence if a person dishonestly, with the intention of making a gain for himself or herself or another, or of causing loss to another, by any deception obtains services from another. A person obtains services from another where the other is induced to confer a benefit on some person by doing some act, or causing or permitting some act to be done, on the understanding that the benefit has been or will be paid for.

##### Bribery/Corruption Offences

Where the agent is paid a secret commission it may be an offence under the 2001 Act as set out above or, if it is part of an agreement whereby the agent will improperly perform his duties to the purchaser in return for profit, it may be an offence under the Criminal Justice (Corruption Offences) Act 2018 (the “2018 Act”).

3. Section 5 of the 2018 Act provides for offences of active and passive

corruption which are similar to the bribery offences in the UK Bribery Act 2010. Under section 5(1), a person who either directly or indirectly by himself or herself or with another person (a) corruptly offers, or (b) corruptly gives or agrees to give, a gift, consideration or advantage to a person as an inducement to, or reward for, or otherwise on account of, any person doing an act in relation to his or her office, employment, position or business shall be guilty of an offence. “Corruptly” is defined in the 2018 Act as “(a) by means of making a false or misleading statement, (b) by means of withholding, concealing, altering or destroying a document or other information, or (c) by other means”.

4. Section 5(2) of the 2018 Act then provides for an offence whereby a person who, either directly or indirectly, by himself or herself or with another person corruptly requests, accepts or obtains, or agrees to accept, for himself or herself or for any other person, a gift, consideration or advantage as an inducement to, or reward for, or otherwise on account of, any person doing an act in relation to his or her office, employment, position or business.

##### Money Laundering Offences

5. The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (the “2010 Act”) includes an offence under section 7 of money laundering

<sup>6</sup>This section contains a statement of the law of the Republic of Ireland..

*(Appendix 2: continued)*

- occurring within Ireland. A person commits this offence if the person engages in any of the following acts in relation to property that is the proceeds of criminal conduct:
- (i) concealing or disguising the true nature, source, location, disposition, movement or ownership of the property, or any rights relating to the property;
  - (ii) converting, transferring, handling, acquiring, possessing or using the property;
  - (iii) removing the property from, or bringing the property into, Ireland.
- The “proceeds of criminal conduct” is defined as any property that is derived from or obtained through criminal conduct, whether directly or indirectly, or in whole or in part, and whether that criminal conduct occurs before, on or after the commencement of the relevant part of the 2010 Act. “Criminal conduct” is defined as conduct that constitutes an offence, conduct occurring in a place outside Ireland that constitutes an offence under the law of the place and would constitute an offence if it were to occur in Ireland or conduct occurring in a place outside Ireland that would constitute an offence under section 5 (1) or 6 (1) of the Criminal Justice (Corruption Offences) Act 2018 if it were to occur in Ireland and the person or official, as the case may be, concerned doing the act, or making the omission, concerned in relation to his or her office, employment, position or business is a foreign official within the meaning of that Act”.
6. Money laundering which occurs outside Ireland is also an offence in Ireland (section 8 of the 2010 Act) under certain circumstances, most notably where the conduct constitutes an offence under the law of that place and the person is an individual who is a citizen of Ireland or ordinarily resident in Ireland, or a body corporate established under the law of Ireland or a company registered under the Irish Companies Acts.
  7. Attempting to commit the offence under section 7 of the 2010 Act from a place outside Ireland is also an offence (section 9 of the 2010 Act). Aiding, abetting, counselling or procuring the commission of an offence under section 7 by a person in a place outside Ireland is an offence under section 10 of the 2010 Act.
- Tax Evasion Offences**
8. The individual fraudulent evasion of tax or fraudulent evasion of tax with any other person or facilitating the fraudulent evasion of tax are offences under section 1078 of the Taxes Consolidation Act 1997.
- Conspiracy**
9. Section 71 of the Criminal Justice Act 2006 provides for an offence of conspiracy. Under section 71(1) a person who conspires, whether in Ireland or elsewhere, with one or more persons to do an act
    - (a) in Ireland that constitutes a serious offence, or
    - (b) in a place outside Ireland that constitutes a serious offence under the law of that place and which would, if done in Ireland, constitute a serious offence, is guilty of an offence irrespective of whether such act actually takes place or not. A serious offence is defined as one for which a person may be punished by imprisonment for a term of 4 years or more.
    - The maximum sentence for a conspiracy under section 71 of the Criminal Justice Act 2006 will be the same as for the substantive offence.
    - A person may be subject to a confiscation order even in the absence of a criminal conviction under the Proceeds of Crime Act 1996 in circumstances where the applicant (either the Revenue, a member of an Garda Síochána or the Criminal Assets Bureau) has reasonable grounds for suspecting that the property, in whole or in part, directly or indirectly, constitutes the proceeds of crime and the value of the assets exceeds €5000.
- Criminal Penalties – Republic of Ireland**
- The maximum sentence under section 6 and 7 of the 2001 Act, section 6 of the 2018 Act and section 1078 of the Taxes Consolidation Act 1997 is 5 years. The maximum sentence under sections 7 – 10 of the 2010 Act is 14 years.