

# Equestrian Service S.r.l.

[www.fise.it](http://www.fise.it) link to Equestrian Service

## 1<sup>st</sup> Driving Horses Auction

### AUCTION REGULATIONS

The auction is organized by Equestrian Service, here called ES, it's open to the public and entry is free. Anyone who takes part in the auction and looks at the horses on sale, does so at his own risk and is obliged to respect safety regulations set by the organizing committee. Sellers and buyers (here called "*the parties*") are required to know the present regulations printed in the official catalogue of the event, available online ([www.fise.it](http://www.fise.it) link to Equestrian Service), and to accept them without reservations.

#### Article 1 – CONDUCT OF SALE

The auction will be conducted by the Auctioneer who reserves the right to refuse to sell to unreliable buyers. The auction will be carried out in Euro (€), in accordance with law. In case of dispute on a horse between two or more persons (whether by voice or by sign), the horse which is subject to the dispute will be immediately put back into the ring for bidding at the last price reached and the entire public present shall be allowed to bid for the horse again. The horse will then be sold to the highest bidder. Bids made after the hammer has fallen are void. The decisions of the Auctioneer about the paragraphs above are binding upon the parties and are unappealable.

Generally, the Auctioneer will conduct the auction by accepting increasing bids in amounts not less than:

- Euro 100.00 up to Euro 10,000.00
- Euro 200.00 up to Euro 50,000.00
- Euro 500.00 Euro 50,000.00 onwards

Persons acting on behalf of a third party should possess an appropriate written power of attorney, in addition to an identification document of the person represented.

ES' liability towards the parties is contained within the limits established in these Regulations.

#### Article 1bis – AUCTION PROCEDURE

The horse will be presented in the ring directly by the owner or by a person in charge. While the horse is making its round, it will be presented by the Auctioneer, who will

be reading out the data available with ES. Health information contained in the application form (**Enclosure “A”**) and any other attachment will be given to the public in full. Should the seller wish any further information to be added to the horse’s presentation it has to be received in written form as a self-certified copy. The auction proceeds under the unappealable judgment of the Auctioneer, who at his own discretion can reduce the presentation time or the information given (due to shortage of time, weather conditions or others reasons that the Auctioneer or the Organizing Committee may consider appropriate).

After the lot is sold by the drop of the hammer the transaction should be immediately confirmed. Then seller and buyer should go to the Auction Secretaries’ desk next to the Auctioneer, to sign the **Purchase Confirmation Form (Enclosure “C”)**. Both the seller and the buyer will receive a copy of the above-mentioned form. A sold lot can be put back into the ring for renewed bidding at the penultimate price by the unappealable judgement of the Auction Secretaries, if there are formal irregularities in the filling of **Enclosure “C”**, disagreement between seller and buyer, etc.

Should the buyer fail to sign the **Purchase Confirmation Form (Enclosure “C”)** after the lot has been sold by the drop of the hammer for two times, further bids cannot be taken into consideration.

## **Article 2 – ENTRIES AND ABSENCES**

The entry to the sale is free for an unlimited number of horses, for: **a)** all the horse drivers registered in FISE or FEI competitions that will be held in the same venue as the auction (even though the horses on sale may not be registered in the competitions); **b)** all the owners whose horses may be considered of competitive interest by the Organizing Committee; **c)** all the entries made via the Breeding Offices members of AIA (Italian Breeders Association) or via the Haflinger Association (A.N.A.C.R.H.A.I.) for Haflinger horses.

Stable stay in boxes shall be offered free to these horses (excluding the manual making of the same), as well as the supply of hay for the duration of the FISE-FEI competitions taking place at the same time as the auction. For all other typologies of horses, a copy of the bank transfer of € 100.00 should be sent, along with the registration. The amount entitles the horse to stable facilities (box with hay or shavings) and hay for the duration of the event (20-25 September 2006).

On arrival, all categories of registered participants will be required to deposit a cheque of € 200.00 + VAT, as guarantee fee, which will be returned on the last day of the FISE-FEI event. The guarantee fee will not be returned only if the horse registered on the list fails to be presented<sup>1</sup>.

Registration has to be made on the appropriate form (**Enclosure “A”**), by filling the same in all its parts. The completed form should be sent along with a copy of identification document of the applicant, absence of which will result in automatic exclusion.

All data furnished by horse owners and by veterinarians (forms and enclosures) will be

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<sup>1</sup> The cheque will also be returned in cases of: 1) presentation of the death certificate for the horse given by a Public Official Veterinarian; 2) accidental injury in transportation or during the stay at the auction venue, according to the unappealable judgement of the veterinarian in charge of the Auction.

considered self-certifications under the responsibility of the parties themselves. In case fewer than 15 horses are registered, auction will be cancelled and all the applicants shall be immediately informed.

All applications should be sent by **14 September 2006**.



### **Article 3 – CERTIFICATES TO BE ATTACHED**

Every registered horse should be accompanied by the following **certificates (originals)**:

- Horse Passport, FISE or FEI passport or Stud Book (the last one only if the horse has been registered by breed in the appropriate box of the form – **Enclosure “A”**) showing a date of birth not later than 2002; but not later than 2003 only for Haflinger horses. Therefore, horses younger than the given date will be automatically excluded from the Auction.
- Veterinary Certificate (**Enclosure “B”**) declaring the horse’s good health and vaccination for Equine Influenza (vaccination can be reported also in the passport). Only horses with six-month vaccination or last dose given at least 7 days before the arrival at the Auction venue will be accepted.
- Veterinary declaration (**Enclosure “B”**) filled in every part by a professional veterinarian.

In case of incomplete or insufficient documentation, the Organization may refuse to stable the horse or to allow its participation in the Auction.

The veterinarian in charge at his own discretion can refuse to accept horses that, after transportation, present evidence of infectious or transmissible diseases. In such cases the horses will not be allowed in the stable with other registered horses, and the horse shall therefore have to be kept in a separate stable looked for by the seller and at his own expense.

Horses that are found to be sick, or lame, or with injuries of any kind may be excluded from the presentation in the Auction ring at the unappealable judgement of the veterinarian in charge.

All sellers are required to allow possible blood tests on their horses in order to perform clinical, diagnostic, pharmacological or anti-doping tests. Anti-doping tests will follow the existing FISE Anti-doping Regulations.

### **Article 4 – SELLER’S GUARANTEES**

Except where especially indicated, the horses will be sold at the Auction without any guarantee, in their present conditions as they are “*seen and liked*”. Seller is required by law to declare the possible presence of defects (wind sucking and crib biting, weaver – transfer of weight from one forelimb to the other alternatively –, box walking and periodic ophthalmia) in the documentation attached to the Registration Form

(**Enclosure “A”**). In case of claims ES can supply copy of the documentation received and film footage of the Auction.

ES has no responsibility after the sale: the seller is the sole and exclusive party responsible towards the buyers. In particular, ES is not obliged to be aware of and cannot be held responsible for any possible defects in the horses taking part in the Auction. Therefore, any claim against defects will have to be addressed directly to the seller. Should the sale become null and void in no way can the Organization, ES and/or the Auctioneer be held responsible. Finally, ES is not responsible for any non-fulfilment on the part of the buyer.

ES advises the buyers to carefully examine the horses before purchase, and to ask the seller, where necessary, to carry out veterinary tests at their own expenses. For which the services of veterinarians will be available at the venue, to be paid directly by the party requesting. The seller can deposit all the veterinary documentation with the ES Secretariat, which may be consulted by any interested buyer.

### **Article 5 – PRESENTATION OF HORSES**

Horses will be presented in the Auction ring by their respective sellers led by the head collar or, if necessary, in any other way considered proper and safe without any harness. The order of presentation will be allotted day by day, according to the year of birth and then by alphabetical order. Horses not adequately cleaned and groomed may be excluded from the presentation at the unappealable judgement of the Organization.

### **Article 5-bis – PREVIEW OF HORSES**

During the Auction days veterinary services will be available for the verification of identity, for certification control and assistance. Those who wish to take part in the Auction are in any case invited to examine personally or through their technicians the horses for which they intend to bid.

### **Article 6 – RESPONSIBILITIES**

In accordance with the present Regulations “*the person in charge*” of the horse is considered to be the one who has its custody (seller, buyer, authorized delegate).

Until the Purchase Confirmation Form (**Enclosure “C”**) is not signed the responsibilities related to the horse’s custody are upon the seller and from the signature onwards are transferred to the buyer. Neither the Organization nor ES can be held responsible for injuries to the horse and for harm, accidents or diseases caused to third parties before, during and after the event. The entire preparation and presentation of the horses will take place under the supervision of the seller.

### **Article 7 – MODE OF PAYMENT**

The sale is considered to have been closed with the final drop of the hammer; right after that the parties will have to fill in and undersign the **Purchase Confirmation Form (Enclosure “C”)** at the Auction Secretaries’ desk, then go to the Secretariat to carry out the remaining formalities towards ES and the seller, including the fiscal ones. The Organization reserves the right to shoot a video and/or photograph the parties in the act of signing the Purchase Confirmation Form. Advance on the sale price should be paid within an hour after the end of the Auction directly to the seller, by cash or bank cheque at the ES Secretariat, along with the auction fees (article 9) to be paid in the same way. The parties may then freely and mutually decide the mode of payment for the residual amount.

### **Article 8 – MINIMUM SELLING PRICE**

The seller is required to indicate in the Auction Registration Form (**Enclosure “A”**) a minimum selling price not to be modified later. The Organization has the right not to accept incomplete applications and in particular lacking indication of the above-mentioned price. Where such price is not reached the horse will be declared withdrawn. In this case the seller will owe nothing to ES or the Organization.

### **Article 9 – AUCTION FEES**

#### Chargeable to the seller:

In case of regular sale an auction fees of 3% + VAT of the selling price will be due.

In case of buy-back on the part of the seller an auction fees of 2% + VAT of the selling price will be due.

#### Chargeable to the buyer:

In case of regular sale an auction fees of 5% + VAT of the selling price will be due.

Any later disagreement between the parties will not invalidate ES and the Organization’s right to the auction fee implied automatically with the signing of the Purchase Confirmation Form (**Enclosure “C”**) and it may be legally prosecuted under domestic law.

### **Article 10 – FISCAL REGIME**

The horses will be sold with or without VAT according to the fiscal regime indicated by the seller in **Enclosure “A”**. **The selling price is considered VAT excluded, which is to be added later.** All buyers are therefore advised to inform themselves beforehand about the fiscal regime applicable to the horse which they are interested in.

### **Article 11 – EXIT COUPON**

No horse sold or unsold must leave the venue without a regular exit coupon issued by ES Auction Secretariat. The buyer should come to the ES Secretariat at the end of the

Auction in order to make the payment and to withdraw the written and signed authorization to exit.

### **Article12 – DISPUTES**

The Court of Rome shall have the sole jurisdiction over any dispute.

*This English version of the Regulations has been drawn up for the convenience of foreign buyers only, and it is not binding in any way. The Italian version shall at all times prevail.*