

# Irish Limousin Cattle Society

## Notice to Purchasers

### Conditions of Sale

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These Conditions of Sale apply to all pedigree registered Irish Limousin cattle exposed for sale, by or under the auspices of the Irish Limousin Cattle Society, by public auction or private treaty, and form the basis of the contract between the vendor and the purchaser, and from the contract all conditions and warranties implied under the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 or any other statutory enactment or implied by any law or custom or usage are expressly excluded.

#### **Title**

All animals exposed for sale must be the bona fide property of the Vendor/s at the time of sale and free of all liens, charges and encumbrances.

#### **Pedigree**

The pedigree of each animal is guaranteed to be correct by the Vendor. The Vendor is responsible for the accuracy of all information concerning the pedigree description and health of an animal.

Should any dispute arise as to the pedigree of any animal exposed for sale, such dispute shall be referred to the Council of the Society or to such sub-Committee as the Council may appoint as Arbiters or Arbitrators and their decision shall be final.

#### **Veterinary**

The Society reserves the absolute right to take blood samples, hair samples and/or tissue samples from any animal presented at shows and sales and to have the sample/s independently analysed at a certified Laboratory. A sample will also be given to the Vendor for his/her own use if requested.

The Society may, prior to any Sale appoint an Inspector/s to inspect animals brought forward at the Sale in order to ascertain that such animals are fit for inclusion in the Sale. The Inspector/s so appointed shall be the sole judge/s as to whether or not an animal may be included in the Sale and shall have the power to debar from the Sale any animal which they consider is not of a fit standard. No Vendor will have any claim for damages in respect of any animal, which is rejected pursuant to this rule.

Animals affected with any disease of an infectious nature are prohibited from being brought to any sale held under the auspices of the Society, and should any such animal be knowingly or negligently brought, the Vendor will be held responsible for all damage or loss occasioned thereby. Affected animals which have been treated may be accepted provided they are accompanied by a Vet's certificate, certifying that treatment has been given and the condition is no longer contagious.

## **Sale**

All animals are sold as they stand and the purchaser is deemed to have examined each animal and fully satisfied himself about the animal prior to sale.

No liability whatsoever is undertaken by the Society or the Auctioneers for the accuracy or otherwise of the statements appearing in a catalogue or made at / during a sale. The vendor is responsible for such statements and for any error, omission or miss-statement.

All sales will be in Euro. At auction a % commission of the purchase price is payable by the Purchaser. The commission is payable by the Purchaser on all animals purchased including those purchased privately after being exposed for Auction on the day of Sale and within the sale premises. The vendor or (failing him) the purchaser shall notify a private sale to the Auctioneers and the Society immediately and the purchase money shall be payable to them in full.

Immediately after the sale of an animal, the purchaser of that animal shall:

- (i) Sign the form of Purchase Confirmation supplied by the Irish Limousin Society or Auctioneer/Mart
- (ii) Give his name, address and proof of identity to the Irish Limousin Society if so required,
- (iii) Pay the full price (including the commission), and VAT if applicable, to the Auctioneer/ Mart/ Society.
- (iv) On the full price (including the commission) being paid, the Purchaser shall receive from the Auctioneer / Mart / Society a written removal order and shall at his/her own expense remove the animal on the day of the sale or within such a period as may be laid down by the Auctioneers at the commencement of the Sale. No animal shall be removed without a written removal order and the animal so removed shall be recovered summarily without further warrant.

The right of property of each animal shall not pass to the purchaser until the full purchase price is paid and the conditions outlined above are met by the purchaser.

## **Warranty**

Save as hereinafter provided, no warranty whatever is given as to the performance or fertility of any bull.

## **Bull Fertility Guarantee**

The vendor shall and hereby does provide the following guarantee as to the fertility of each bull sold, through the ring at this sale.

## **GUARANTEE**

The Vendor guarantees that each bull is capable of getting stock (females), by natural service, from fourteen months of age which shall be deemed to be fulfilled as soon as five females or fifty per cent, whichever is the lesser number of animals put to the bull are in calf to the bull by natural service subsequent to the Sale.

While all bulls are sold as potential breeding stock, due to their age at the time of Sale, their fertility cannot be proven. **The guarantee and indemnity provided is for the purchase price of the bull only (as submitted by the society). Any cost associated with the validation of a claim and/or any other loss, damage or expenses incurred, whether direct or indirect, are excluded.**

The Insurers for the purposes of this guarantee is FBD Insurance plc. Registered office FBD House, Bluebell, Dublin 12. Telephone 01-4093200. FBD Insurance plc is regulated by the Central Bank of Ireland.

### **CONDITIONS**

1. That incapacity or infertility as a result of injury from whatever cause, or by illness or disease suffered or contracted after the date of sale is not covered by the Guarantee.
2. Should an animal be re-sold during the period of the guarantee the new Purchaser will not be entitled to the benefit of the guarantee.
3. Under no circumstances will the insurers be liable for more than the purchase price of the animal.
4. Every bull presented for sale has had a fertility test completed by a veterinary surgeon within 60 days of the sale date.

### **The foregoing guarantee is subject to the following conditions: -**

- (a) The bull shall be fairly tried with a view to him putting a female in a state of pregnancy by natural service within three months of the date of sale, or within three months of attaining the age of fourteen months, whichever is the later. For the purposes of this guarantee a bull shall not be deemed to be “fairly tried” when less than three female animals in heat have been properly presented to or run with the bull.
- (b) If, upon purchase of the bull, it is found impracticable for the Purchaser to fairly try the bull within the period stated at (a), due to the Purchaser’s normal calving programme, the Insurers must be informed in writing immediately after the Sale, of the month in which it is proposed to commence using the bull by the breed society by way of a deferral form completed by the purchaser. The date of commencement of the trial period may be extended to the first day of the month in which the Purchaser has notified them as aforesaid that he proposes to commence using the bull.
- (c) The Purchaser shall give notice to the Insurers of an inability of the bull to put a female in a state of pregnancy by natural service, or a suspected inability in this respect not before the expiration of one month nor after the expiration of three months from the date of sale or of the bull attaining fourteen months, or any extension of the commencement of the trial period granted pursuant to (b) above, whichever is the later.
- (d) On receipt of the notice referred to in (c) and in order to validate the fertility of the bull, the Insurers may request at their discretion that any of the following must be submitted to the Insurers, at the purchasers own expense, within 30 days of the date of notification:
  - (i) A Bull fertility test and associated report;
  - (ii) A certificate and report by a qualified veterinary surgeon declaring that the inability to put a female in a state of pregnancy by natural service is not the result of injury, accident, disease or neglect happening after the sale, and that he has examined the females on which the bull has been tried and has found them in a normal breeding condition and that they are not responsible for the bull’s inability to put a female in a state of pregnancy by natural service;
  - (iii) A Scanning report

- (e) The Purchaser shall (if required) allow a Veterinary Surgeon appointed by the Insurers to examine and try the bull.
- (f) The insurer assumes salvage of any bull subject to a claim or deducts the salvage value from any claim settlement.
- (g) In the event of the Insurers and the Purchaser failing to agree on whether or not the bull is capable of fulfilling the guarantee in accordance with the forgoing provisions, or in the event of any other dispute arising between the parties concerning the implementation or interpretation of this guarantee, the said dispute shall be referred to the decision of a single arbitrator, to be appointed by agreement of the Insurers and the Purchaser, (Or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland). The aforementioned referral to arbitration shall be a condition precedent to the commencement of any other legal action. Claims not referred to arbitration from the date of disclaimer of liability shall be deemed to be abandoned.
- (h) All claims will be between the Purchaser and the Insurer subject to the terms and conditions of the guarantee.
- (i) All veterinary regulations under the Guarantee must be strictly adhered to and the rules of good pedigree animal husbandry must apply at all times.
- (j) The Society, the Auctioneer or the Mart Management/Owners will not be under any liability whatever to the Purchaser in respect of any loss sustained by the Purchaser howsoever arising, whether it be consequential or otherwise.

### **Female Fertility Guarantee**

Any cow or heifer realising 500 gns, or more that is stated by vendor as having been served or artificially inseminated not less than 12 weeks before the date of the sale shall be guaranteed in calf to the service date or date of artificial insemination and to the bull stated, unless any alteration to the service particulars is announced from the rostrum or by the vendor at the time the animal is sold. The term "running with the Bull" implies no guarantee of pregnancy unless specifically stated by the vendor at the time of sale, neither shall the provision by the vendor of a certificate of positive pregnancy diagnosis imply any such guarantee this being merely an expression of opinion.

Every heifer sold as unserved shall be so guaranteed and all such heifers (unless sold suckling their dams) shall carry a guarantee that they are capable of breeding. Calves sold suckling their dams are given to the purchaser free and no guarantees apply unless specifically stated by the vendor at the time of sale.

No claim under these Rules will be effective unless made to the Auctioneers or to the vendor within the following time limits, as applicable, viz:

- (a) In the case of a cow or heifer sold as being in calf which proved NOT to be in calf, within 49 days of the date of sale.
- (b) In the case of a cow or heifer which, although in calf, does not calve to the stated service or insemination date, within TWO CALENDAR MONTHS of the date

that the animal should have calved according to the particulars of service or insemination stated in the catalogue of sale, in all such cases, no claim will be admissible unless there is an interval of more than four weeks between the presumed due date (according to the stated particulars of service or insemination) and the actual calving date.

(c) Where a cow or heifer calves at a later date than the due date the onus of proving the identity of the service bull shall be upon the vendor.

(d) Where a heifer is sold as unserved and which subsequently proves to have been in calf at the time, within SIX CALENDAR MONTHS of the date of sale.

(e) In the case of a maiden heifer which proves incapable of breeding because of malformation or abnormality of the genital system, not before the animal attains the age of TWENTY SEVEN MONTHS and no claim under this rule be admissible after the animal has attained the age of THIRTY SIX MONTHS.

NOTE: Any female (cow or heifer) that has been flushed for embryo transplant will be EXCLUDED from the terms of this guarantee but individual vendors of such animals shall have the option of giving their personal guarantee to be announced at the time of sale. No claims will be admitted under these rules where it can be proved that a cow or heifer is carrying a mummified calf, or has aborted or re-absorbed a foetus and no guarantee is given or implied that any cow or heifer will carry a calf full term. All claims must be submitted to the vendor and the Secretary of the Society and shall be resolved in accordance with the provisions of clauses (f) and (g) below.

(f) In the event of the vendor and the purchaser failing to agree on whether or not the heifer is incapable of breeding in accordance with the foregoing provisions, or in the event of any other dispute arising between the parties concerning the implementation or interpretation of this agreement, the said dispute shall be and is hereby referred to arbitration by a single arbitrator, to be agreed between the vendor and the purchaser (or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland), such arbitration to be conducted in accordance with the Arbitration Acts 1954 and 1980. The aforementioned referral to arbitration shall be a condition precedent to the commencement of any other legal action.

In the event of the vendor and purchaser (or in default the Arbitrator) concluding that a heifer is incapable of breeding in accordance with the foregoing provisions of this Agreement, then the Vendor shall

(1) Be bound to accept the return of the heifer and on delivery of it to his premises (Unless some other arrangements shall be mutually agreed upon) to refund to the purchaser the whole of the purchase price of the heifer together with the expenses of the purchaser's veterinary surgeons, the cost of carriage from the purchaser's premises to the Vendor's premises, the carriage and keep of the heifer from the date of notification of the claim, provided however that such expenses and costs shall not exceed an amount equal to ten percent of the sale price of the heifer.

(2) Pay the costs of the arbitration and the arbitrator in accordance with any direction given by the arbitrator in this regard. Save as aforesaid the vendor shall not be under any liability whatever to the purchaser in respect of loss sustained by the purchaser however this loss arises and whether it be consequential or otherwise.

(g) Where it is determined by agreement, arbitration or otherwise that a heifer is incapable of breeding, the vendor must re-take possession of the heifer and refund the purchaser the sale price of the heifer together with agreed expenses up to an amount

not to exceed ten percent of the sale price of the heifer. The vendor shall not be under any liability whatsoever to the purchaser in respect of any other loss sustained by the purchaser however this loss arises and whether it be consequential or otherwise.

### **General**

In the event of Sale by Auction and there arising conflict between these condition and the General Conditions of the Auction, these conditions shall prevail.

Neither the Society, the Auctioneers or the Marts shall be responsible for any injury, damage, or loss sustained by any person or animal on the premises of the Auctioneers or the Mart whether as a result of the negligence of the Auctioneers, the Marts or the Society or of their respective servants, or Agents or otherwise, nor for any damages by animals prior to, during or after the sale.

Any dispute as to any matter for which no provision is made in these Rules shall be referred to an Arbiter or Arbiters to be appointed, failing agreement between or amongst the parties, by the Auctioneers or by the Society. The decision of the Arbiters so appointed shall be final and binding on all parties to the dispute. Any Arbitration under this Clause shall be subject to the provision of the Arbitration Act for the time being in force in the Republic of Ireland and shall be deemed to be a reference to Arbitration there under.

The Auctioneers act as Agents for the Vendors and any action taken by a Purchaser must be against the Vendor and not against the Auctioneers, the Mart or the Society. No responsibility whatever rests with the Society, the Mart or the auctioneers in regard to the qualifications of the animals sold by Auction or being sold privately and all purchases must be made on this distinct understanding.

These Conditions of Sale shall be interpreted in accordance with the law of the Republic of Ireland.

# Irish Limousin Cattle Society

## Notice to Purchasers

### CONDITIONS OF SALE AT AUCTION OF PEDIGREE CATTLE

Every Seller, Bidder, Purchaser and the General Public on the Auctioneers premises shall be deemed to have full knowledge of these Conditions and agree to be bound by them. In the event of a Sale by Auction and there arising conflict between these conditions and the General Conditions of the Sale of the Irish Limousin Cattle Society, the General Conditions will prevail.

The highest bidder shall be declared the Purchaser. In the event of any dispute the Auctioneer shall have absolute discretion either to settle the dispute or re-offer the animal immediately.

No person shall advance at any bidding less than a sum to be named by the auctioneer and no bidding shall be retracted

No seller or seller's representative shall bid for sellers own livestock

The Auctioneers and/or the Society reserve the right to refuse any bid without giving a reason for doing so.

The Auctioneers and/or Society may withdraw any animal for which the bidding is considered insufficient.

The Auctioneers / Society reserve the right to fix a reserve price, or to rearrange, consolidate or withdraw any lots to vary the order of sale.

Each animal forward at the Sale must be offered for sale by auction before any private sale shall be permitted or recognised by the Auctioneers and/or the Society. The usual commission will be charged in respect of every animal offered for auction and not sold in the ring and subsequently sold by the owner or his agent. The vendor or (failing him) the purchaser shall notify a private sale to the Auctioneers and the Society immediately and the purchase money shall be payable to them in full.

Each lot shall be at the Sellers risk from the time it enters the Mart / Auctioneers premises, until sold.

Each animal shall be at the purchaser's absolute risk from the fall of the hammer, and shall be removed from the sales premises at the purchaser's expense.

Each lot shall be at the Purchasers risk form the time of purchase. Purchasers must give their names and addresses when required and pay for all animals in full immediately or if paying by cheque must be in a position to produce a letter of credit from their bankers.

No animal shall be removed from the premises until paid for in full and a Sale Confirmation slip and written removal Order obtained from the Auctioneer / Mart.

The right of property of each animal shall not pass to the Purchaser until the full purchase price is paid and the contract of sale is signed by the purchaser.

The Auctioneers/ Society act in all respects only as agents for the seller and it shall be deemed that no condition or warranty expressed or implied has in any circumstances been given by the Auctioneers or any servant of the Auctioneers, whether as title, description, the quality or merchantability of any lot sold or otherwise.

The Auctioneers & the Society accepts no responsibility for any error in description or weight of any lot exhibited in the ring or pens, or advertised in a catalogue, and shall be under no liability whatsoever, whether direct or consequential, to Sellers, Bidders, Purchasers for same howsoever arising.

Purchasers not complying with any or all of these Conditions of Sale will be subject, without further notice, to have their lot or lots re-sold either by Public auction or Private contract at the discretion of the Auctioneers / Society and the defaulter shall be held liable for any loss and charges that may accrue upon such re-sale after taking into account the deposit, if any, paid.

The Auctioneers act as Agents for the Vendors and any action taken by a Purchaser must be against the Vendor and not against the Auctioneers the Mart or the Society and vice versa. No responsibility whatever rests with the Society, the Mart or the Auctioneers in regard to the qualifications of the animals sold by Auction and all purchases must be made on this distinct understanding.



# Irish Limousin Cattle Society

## Notice

### Health & Safety

- Be aware of Safety at all times
- If Children are present they must be constantly supervised by an adult. Children present should be largely confined to the viewing area or the canteen.
- There is no situation where older children up to and including the term “minors” should be involved with any work activity involving cattle in either marts or auctions.
- Please avoid bringing infants to auctions / sales
- Please refrain from entering the ring and keep behind the rope / barrier at all times
- Make yourself aware of Health & Safety instructions

**SAFETY IS A PRIORITY and Health & Safety Information is available from the Mart, Show or Society Office.**

### Security

**While The Irish Limousin Society makes every effort to provide security with regard to member’s property, those people attending Auctions and sales are asked to be extra vigilant in this respect.**

**The Irish Limousin Society cannot accept any responsibility for loss or damage to cars, trailers, lorries, or any other property.**